



**SPECIAL VILLAGE BOARD MEETING
OF THE BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
TUESDAY, SEPTEMBER 15, 2020
AT 7:00 PM
40 MADISON ST.
MAYWOOD, IL 60153**

Physical attendance at this public meeting is limited to 50 individuals or 50% occupancy, with priority given to Village officials, Village staff and consultants.

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

Public comments and any responses will be read into the public meeting record.

Please submit public comments via email in advance of the public meeting to: cthompkins@maywood-il.org or tpavlik@maywood-il.org and/or faxing to (708) 681-8818.

Options to watch and listen to the public meeting:

Live Stream at Village Website Home Page: Go to www.maywood-il.org and Click "Video On Demand".

AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation**
- 4. Pledge of Allegiance to the Flag**
- 5. Approval of minutes for Village Special Board Meeting of the Board of Trustees Tuesday, September 1, 2020.**
- 6. Oaths, Reports, Proclamations, Announcements and Appointments**
 - PUBLIC HEARING: REQUEST OF APPLICANT FHE LLC FOR THE INSTALLATION OF AN ELECTRONIC BILLBOARD SIGN AT 1600 SOUTH 10th AVENUE, MAYWOOD, ILLINOIS (North Side of Harrison Street at approximately 12th Avenue).**
 - A. FHE, LLC PROPOSED ELECTRONIC BILLBOARD:**
 - Attachments:
 - * Public Hearing Agenda - Electronic Billboard at 1600 Harrison
 - * September 15, 2020 Billboard Public Hearing Village Notice
 - * Village Billboard Mail List 250 ft
 - * Applicant Legal Notice of Public Hearing
 - * Applicant Onsite posting and Newspaper Proofs
 - * Billboard Construction Drawings
 - * Billboard Electrical Drawings
 - * Billboard Photometric Study
 - * Topographic Survey 1113 2017
 - * Electronic Billboard Sign Agreement Unsigned
 - * Signed operating agreement
 - * Warranty Deed (NA) 0108 1979
 - * Applicant Letter to Village - Chapter 153 Billboards Ordinances Compliance confirmation
 - * CHAPTER 153 - BILLBOARDS
- 7. Finance Management Report(s):**
 - A. Approval of Village of Maywood Warrant List No. 200498 through September 4, 2020 in the amount of \$1,607,476.54.**
 - B. Discussion pursuant to the Village of Maywood Open Invoices Report as of September 4, 2020 in the amount of \$217,138.62.**
- 8. Mayor's Report and Theme: "A SHIFT IS COMING, THINGS ARE CHANGING IN OUR FAVOR, WHEN THE PEOPLE GET A MIND TO WORK"**

- A. Reconsideration to reinstate the discussion pertaining to the 1st and Lake and First and Ohio Avenue of the Popeyes Development.
- B. Discussion and consideration concerning a budget amendment to hire police officers for the Village of Maywood Police Department. No attachment(s)

9. Public Comments:

10. Village Manager's Report:

- A. Discussion and consideration regarding status update for the Traffic and Safety Commission request to assign permit numbers to individuals asking for handicap parking signs.
- B. Discussion and consideration regarding PC/ZBA Case #20-004 Findings of Fact - A proposal for zoning variances and Special Use to allow a drive-thru for a development project to construct two commercial and retail structures. "(Northwest Corner of 1st Avenue and Lake Street: 210 to 212 North 1st Avenue and 101 to 115 Lake Street, Maywood, IL)"

11. Village Attorney Report:

- A. Memorandum regarding Village Regulation of Home Kitchen Occupations, Cottage Food Operations and Retail Sale of Baked Goods Ordinance, dated September 9, 2020 from Klein, Thorpe and Jenkins, Ltd.
- B. Memorandum regarding the Status of the Northwest Corner of 1st and Lake Development (Maywood Equity Group, LLC), dated September 9, 2020 from Klein, Thorpe and Jenkins, Ltd.

12. Omnibus Agenda Items:

- A. Approval of payment to AccuTron Systems, Inc. for computer consulting services for the month of September 2020 in the amount of \$6,300.00.
- B. Approval of payment to Allied Waste Service for garbage and rollover services for the months of June 2020 and July 2020 in the amount of \$309,790.00.
- C. Approval of payment to Blue Cross Blue Shield for Health Insurance Premiums for the month of September 2020 in the amount of \$287,441.99.
- D. Approval of payment to City Wide of Chicago for janitorial services for the Village of Maywood in the amount of \$15,049.04.
- E. Approval of payment to First Insurance Funding for General Liability Insurance installment payment due September 1, 2020 in the amount of \$14,898.45. According to the Finance Department, this item has already been paid.
- F. Approval of payment to Hancock Engineering for engineering services rendered for the Village of Maywood Public Works Department in the amount of \$37,920.00.
- G. Approval of payment to Illinois Environmental Protection Agency for the Water Revolving Fund-Drinking Water Project in the amount of \$27,106.99.
- H. Approval of payment to Village of Melrose Park for water services provided from the Village of Melrose Park to the Village of Maywood in the amount of \$54,600.25.
- I. Approval of payment to West Central Municipal Conference for Fiscal Year 2020-2021 Membership Dues in the amount of \$21,462.07.
- J. Approval of payment to Word Systems, LLC for contract base billing September 1, 2020 to August 31, 2021 for the Village of Maywood Police Department in the amount of \$5,762.52.
- K. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A BID RESPONSE AND CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD AND M&J ASPHALT PAVING COMPANY, INC. IN THE AMOUNT OF \$395,858.50 TO COMPLETE THE 2020 MFT ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF MFT FUNDS TO PAY FOR THE WORK.
- L. A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL NO. 73 FOR ALL TECHNICAL SUPPORT BARGAINING UNIT MEMBERS (TERM: DECEMBER 1, 2019 TO NOVEMBER 30, 2022), with the Agreement attached to the Resolution as Exhibit "A".

- M. Statement for Legal Services for July 2020 Pertaining to General Matters, in the amount of \$4,130.00, with a cover memo dated September 9, 2020 from Klein, Thorpe and Jenkins, Ltd.
- N. Statement for Legal Services for July 2020 Pertaining to Employment and Labor Matters, Litigation Matters, and Economic Redevelopment Matters and Miscellaneous Matters, in the total amount of \$31,014.30, with a cover memo dated September 9, 2020 from Klein, Thorpe and Jenkins, Ltd.
- O. Consideration to approve payment for Fire Department Reserve Ambulance 508 Accident Repairs that was involved in an accident with a civilian vehicle at the intersection of 17th Ave. and Bataan Road. Requesting payment in the amount of \$13,334.38 to be paid to Area Towing for the restoration services performed on this vehicle "with a bid waiver."

13. New Business:

- A. Discussion and consideration pursuant to 150.027 "Boarding Windows and Doors". (Trustee N. Booker)
- B. Discussion and consideration pursuant to "Business Loitering Ordinance Violations". (Trustee N. Booker)
- C. Discussion and consideration pursuant to 92.24 "High Grass and Weeds; Trees and Bushes". (Trustee M. Lightford)
- D. Discussion of Notice Of Termination Of Professional Services Agreement Regarding Digital Photo Red Light Traffic Enforcement Between The Village Of Maywood And American Traffic Solutions, LLC (now Verra Mobility) (copy of Notice Of Termination prepared by KTJ), with a Memorandum prepared by Police Chief Val Talley.
- E. Motion to Approve Execution and Delivery of Notice Of Termination Of Professional Services Agreement Regarding Digital Photo Red Light Traffic Enforcement Between The Village Of Maywood And American Traffic Solutions, LLC (now Verra Mobility). (Same attachment as item 1 under New Business)
- F. Discussion and consideration concerning Mexico Flag being raised for National Hispanic Heritage Month. Propose the Village of Maywood raise the Mexico Flag for National Hispanic Heritage Month from September 15 - October 15, 2020. (Trustee M. Jones)
- G. Discussion concerning acknowledging the "Citizen of the Month" in the Village of Maywood No attachment(s). (Trustee Sanchez)

14. Old Business:

- A. Discussion and consideration for MyCivic a comprehensive mobile app designed to promote civic engagement and enhance the quality of life in your community. (Trustee N. Booker)
- B. Discussion of INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT RELATIVE TO THE CONVEYANCE OF VILLAGE-OWNED PARK PROPERTY, EQUIPMENT AND FACILITIES.
- C. Discussion and consideration regarding Proposed Juneteenth Holiday to become a paid holiday.

15. Board of Trustees Comments/Information

16. For Information Only

17. Closed Meeting Session

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

18. Adjournment

cc: Mayor Edwenna Perkins
Trustees:

Nathaniel G. Booker
Isiah Brandon
Miguel Jones
Melvin L. Lightford
Antonio Sanchez
Kimyada Wellington
Village Clerk Viola Mims
Village Manager Willie Norfleet, Jr.

The above Public Meeting restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and Illinois Governor Disaster Proclamation dated August 21, 2020 (Phase 4 Restore Illinois Plan), and Executive Order 2020-52 extending the Governor's prior Executive Orders relating to the COVID-19 pandemic and his implementation of Phase 4 of the "Restore Illinois" Plan (Community Revitalization Order - COVID-19 E.O. No. 48)

**VILLAGE OF MAYWOOD
SPECIAL BOARD MEETING MINUTES
TUESDAY, SEPTEMBER 1, 2020**

Call to Order

The Special Regular Board Meeting of Tuesday, September 1, 2020 was called to order by Mayor Edwenna Perkins at 7:02 p.m. in the Council Chambers at 125 South 5th Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Viola Mims, Village Clerk, the following answered **Present:** Mayor Edwenna Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington (via phone), M. Lightford and N. Booker. **Absent:** None. There being a Quorum present, the meeting was convened.

Staff Attendance:

Willie Norfleet Jr., Village Manager
David Myers, Director of Community Development
Edgar Lara, Planning/Zoning Officer
John West, Public Works Director
Valdimir Talley Jr, Police Chief
Elijah Willis, Deputy Police Chief
Lanya Satchell, Finance Director
Michael Jurusik, Village Attorney
William Peterhansen, Village Engineer

Invocation - Trustee Brandon

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

Approval of minutes for the Special Board and Public Hearing Meeting of the Board of Trustees on Tuesday, August 18, 2020.

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

Discussion: Trustee Wellington mentioned Trustee Brandon's name duplicated for the motion on Omnibus Pulled Item DD and Attorney Jurusik mentioned the vote to recess into Closed Session should read "by roll call" instead of "by the vote".

Motioned by Trustee Sanchez and Seconded by Trustee Lightford to approve the minutes for the Special Board and Public Hearing Meeting of Tuesday, August 18, 2020 with corrections.

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker

Nays: None

Abstain: Trustee M. Lightford

Absent: None

Motion Carried

Oaths, Reports, Proclamations, Announcements and Appointments

- Mr. Lara requested to place a Public Hearing for an Electronic Billboard at 1600 S. 10th on the next agenda.

Motioned by Trustee Sanchez and Seconded by Trustee Booker to place the item on the next meeting agenda.

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carried

Finance Management Report(s):

- A. Approval of Village of Maywood Warrant List No. 200497 through August 26, 2020 in the amount of \$18,436.48.

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

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carried

Mayor’s Report and Theme: “A shift is coming; things are changing in our favor, when the people get a mind to work”.

- A. Consideration for the Village Board to approve sponsoring an ad in Proviso Missionary Baptist Church advertising book for Bishop Dr. Charles Porter and Lady Earnestine Porter celebrating their 48th Year Anniversary on Founder's Day Sunday, September 13, 2020.

Trustee Lightford read Illinois Constitution VIII Section 3 Public Funds for Sectarian Purposes Forbidden.

No Action Taken

- B. Consideration to approve invoice to Perry Randall in the amount of \$600.00 pursuant to rendering Music in the Park event held in Veterans Memorial Park August 21, 2020.

Motioned by Trustee Booker and Seconded by Trustee Jones to approve.

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, M. Lightford and N. Booker

Nays: Trustee K. Wellington

Abstain: None

Absent: None

Motion Carried

- C. Consideration to approve invoice to Simple Sanitation/Honey Bucket for rental and delivery of a Portable Toilet Unit and hand sanitizer dispenser in the amount of \$170.00 pursuant to the Safe Summer Music in the Park event August 21, 2020.

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

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, M. Lightford and N. Booker

Nays: Trustee K. Wellington

Abstain: None

Absent: None

Motion Carried

- D. Consideration to approve invoice to Bags in Bulk in the amount of \$2,486.40 for the Safe Summer Annual Backpack give-a-way event held in Veteran Memorial Park August 22, 2020.

Motioned by Trustee Booker and Seconded by Trustee Lightford to deny payment.

Discussion: None

Ayes: Trustees A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: Mayor Perkins, Trustees I. Brandon and M. Jones

Abstain: None

Absent: None

Motion Carried

- E. Consideration to approve invoice to JSN Industries USA, Inc. (J 4 Jumping Beans) in the amount of \$445.00 for rental of tents, tables and chairs for Music in the Park event held in Veterans Memorial Park August 21, 2020.

Motioned by Trustee Booker and Seconded by Trustee Jones to approve.

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, M. Lightford and N. Booker

Nays: Trustee K. Wellington

Abstain: None

Absent: None

Motion Carried

- F. Consideration to approve and provide financial support to Nate Comic Inc. in the amount of \$5,000.00 for their Community Youth Counseling and Safe Zone Program. **Note:** This agenda item was presented at the August 18, 2020 Board Meeting but not discussed.

Motioned by Trustee Brandon and Seconded by Trustee Booker to send agenda item to the Finance Committee.

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carried

- G. Consideration to approve the purchase and issuance of a cell phone to the Board of Fire and Police Commissioner secretary for commission business. **Note:** This agenda was presented at the August 18, 2020 Board Meeting but not discussed.

Trustee Booker sought information on the reason for the request.

Motioned by Trustee Booker and Seconded by Trustee Lightford to postpone to the next meeting for requested information to be received. An amended motion follows:

Discussion: Discussion ensued.

Motioned by Trustee Booker and Seconded by Trustee Sanchez to postpone this item until a time the Fire and Police Commission have discussed and gave recommendations and answer the questions and bring back to the Board.

Discussion: None

Ayes: Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: Mayor Perkins

Abstain: None

Absent: None

Motion Carried

- H. Consideration to move the approval of Athletic Konnection (AK) Park Usage Agreement from 2020 to 2021 for the village baseball fields due to COVID-19. **Note:** This agenda item was presented at the August 18, 2020 Board Meeting but not discussed

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

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carried

I. Items to be placed as questions for staff:

1. What is the status on railroad train issue (crossing has been held up for more than 20 minutes at a time)? Chief Talley responded there is a protocol to notify when trains are on the track more than 20 minutes. However, the Village cannot take any action.
2. How many police officers do we have? Chief Talley responded with retirements, there are 45 officers including himself.
3. Has the Village collected any funds as a result of officers reimbursing Village for leaving prior to their 5 year commitment? Chief Talley responded the commitment period is 36 months, not five years. There were two Officers Snaer & Eshoo who left but efforts to locate them were unsuccessful.

Public Comments: Comments from the Public – P. Macklin, F. Brown-Nelson, K. Moore, S. McPherson and J. Fowler. **Response to Public Comments:** Mr. Norfleet, Mr. West and Mr. Myers.

Village Manager's Report:

- A. Consideration for Board approval pursuant to MPD Proposal No. 22 to effect cleaning the Rubber Berm Trap (RBT) mining for the police department firearm range. The total expense is \$7,650.

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

Discussion: Chief Talley mentioned the request is a budgeted item.

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carried

Village Attorney Report:

- A. Memorandum regarding the status of *LNR Family Store v. Village of Maywood*, dated August 26, 2020 from Klein, Thorpe and Jenkins, Ltd.

Attorney Jurusik gave an update on a favorable outcome.

Information Only

Omnibus Agenda Items:

Motioned by Trustee Sanchez and Seconded by Trustee Lightford for the approval of the Omnibus Agenda Items A – O.

A. Approval of a payment to Cook County Department of Public Health for retail food establishment reports for January 2020 through March 2020 in the amount of \$7,100.00. **B.** Approval of payment to Fleet Services for Retail Fuel Purchases for the Village of Maywood in the amount of \$14,344.62. **C.** Approval of payment to Kane, McKenna and Associates, Inc. for TIF Professional Services pursuant to the Madison/5th and Roosevelt TIF Amendment in the amount of \$6,168.75. **D.** Approval of payment to Pipe-View, LLC for cleaning and televising of approx. 23,000 feet of combined sewers. A majority of the sewers were located within the proposed limits of 2020 Capital Improvement projects, as well as other projects in line for future improvements in the amount of \$17,727.41. **E.** Approval of payment to Quicket Solutions for the Annual Subscription Quicket Platform for the Village of Maywood Police Department in the amount of \$24,000.00. **F.** Approval of payment to Triggs Construction for the 2020 Alley and Roadway Improvements Project which includes roadway and drainage improvements along 6th Avenue, School Street, Warren Street, Legion Street and Wilcox in the amount of \$405,627.75. **G.** A Resolution Approving the Sale of Real Property commonly known as 1819 South 12th Avenue pursuant to the Anlap Program of the Village of Maywood (Purchasers: Mr. Murillo and Ms. Rodriguez, owners of 1821 South 12th Avenue, Maywood, Illinois). **H.** A Resolution Approving the Sale of Real Property Commonly Known as the North 13.2 Feet of 1314 South 4th Avenue Pursuant to the Anlap Program Of The Village Of Maywood (Purchasers: Gregory Bays and Belinda Bays, owners of 1312 South 4th Avenue, Maywood, Illinois).

I. A Resolution Approving the Sale of Real Property Commonly Known as the South 13.2 Feet of 1314 South 4th Avenue Pursuant to the Anlap Program of the Village Of Maywood (Purchasers: Lionel Lusardi and Patricia Lusardi, owners of 1316 South 4th Avenue, Maywood, Illinois). **J.** A Resolution Approving and Authorizing The Execution of a Bid Response And Construction Contract Between The Village Of Maywood And M&J Asphalt Paving Company, Inc. in the amount of \$385,858.50 to complete the 2020 MFT Roadway Improvements Project and Authorizing the Expenditure of MFT Funds to pay for the work. **K.** An Ordinance Approving Change Order Number 1 to Pavement Striping Contract with Mark-It Striping, Inc. for Madison Street / Fifth Avenue TIF District Pavement Striping Project and Authorizing the Expenditure of Madison Street / Fifth Avenue TIF District Funds for such Change Order Work. **L.** An Ordinance Authorizing Certain Expenditures from the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area Fund to pay for the Village's Share of a Facade Improvement Project (Facade Improvements by Neder Capital Services, LLC at 1416 South 5th Avenue Maywood, Illinois). **M.** A Resolution Authorizing and Consenting to a Cook County Class 6(B) Property Tax Rate Designation for the Properties Commonly Known as 114 South 8th Avenue, 810 St. Charles Road and 110 South 8th Avenue, Maywood, Illinois (A.V.W. Equipment Co., Inc.). **N.** Resolution Approving and Authorizing the Execution of an Intergovernmental and Sub-Recipient Agreement by and between the Village Of Maywood and Cook County, Illinois for Coronavirus Relief Funds. **O.** Resolution Approving and Authorizing the Execution of a Plat of Re-Subdivision for the 126 South 13th Avenue Property.

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carried

New Business:

A. Request for Proposals for Municipal Towing Services, with a cover memo dated August 26, 2020 from Klein, Thorpe and Jenkins, Ltd.

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

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carried

B. Discussion and consideration to approve Proclamation for National Suicide Prevention plus Action, Awareness and Education. (Trustee N. Booker).

Trustee Booker and/or Mr. Joel Frieders of Yorkville made comments and read a proclamation.

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

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carried

Old Business:

- A. A Resolution Approving and Authorizing the Execution of a Second Addendum to the 2018/2019 Employment Agreement Entered into with Norfleet, Jr. **Note:** Information will be distributed in Closed Session.

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

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington and M. Lightford

Nays: Trustee N. Booker

Abstain: None

Absent: None

Motion Carried

- B. Further discussion regarding renaming the Facade Program to the Business Improvement Program and expanding the program to include roofing, parking lot repairs, architectural designs, electrical, plumbing and HVAC and landscape design. This item was presented at the August 18, 2020 Board Meeting but not discussed. (Trustee Brandon) .

Motioned by Trustee Booker and Seconded by Trustee Lightford to move this item to Economic Development and the Finance Committee.

Discussion: Discussion ensued. An amended motion follows:

Motioned by Trustee Booker and Seconded by Trustee Lightford to move this item to Economic Development.

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carried

- C. Material regarding Honorary Street Designations: Section 31.35 (Traffic and Safety Commission) of Maywood Village Code; Village of Maywood Honorary Designation of a Public Facility or Right-of-Way Application and attached policy; and a memorandum dated August 6, 2014 from Klein, Thorpe and Jenkins, Ltd. **Note:** This agenda item was presented at the August 18, 2020 Board Meeting.

Information Only**Board of Trustee Comments/Information:**

- Trustee Jones recommended staff investigate state of the Maywood Housing Building for leasing purposes. Mr. Norfleet mentioned a Village owned property with no leasing expenses.
- Trustee Brandon directed staff to bring information regarding leasing options for the West Regional Zone at the Maywood Housing Building.
- Trustee Sanchez mentioned speed/traffic issues at 19th & Harrison and Second, Third, Fourth and Sixth Avenues and Lake Street.

For Information Only – None

Closed Meeting Session:

Motioned by Trustee Brandon and Seconded by Trustee Sanchez to recess into Closed Session at 9:41 p.m. for the purpose of discussing:

- A. The appointment, employment, compensation, discipline, performance or dismissal of a specific employee of the public body or legal counsel for the public body (5 ILCS 120/2(c)(1)).

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

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carried

Motioned by Trustee Brandon and Seconded by Trustee Jones to close the Closed Session Meeting and Reconvene the Special Board Meeting at 10:18 p.m.

Motioned by Trustee Brandon and Seconded by Trustee Jones to adjourn the Special Regular Board Meeting at 10:18 p.m. with a consensus of the Board

Edwenna Perkins, Mayor

Viola Mims, Village Clerk

cc: Mayor Perkins
 Board of Trustees
 Village Clerk, Viola Mims
 Willie Norfleet Jr., Village Manager



Village of MAYWOOD

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-4405
COMMUNITY DEVELOPMENT

TO: Willie Norfleet, Village Manager
CC: Arlean Ireland, Executive Asst.; David Myers, Director of Community Development, Village Board of Trustees
FROM: Edgar Lara – Planning & Zoning, Dept. of Community Development
DATE: September 15th 2020 – Public Hearing - Board of Trustees Meeting Agenda
RE: FHE, LLC Proposed Electronic Billboard

ATTACHMENTS:

- 1.Public Hearing Agenda - Electronic Billboard at 1600 Harrison
- 2.September 15th 2020 - Billboard Public Hearing Village Notice
- 3.Village Billboard Mail list 250 ft
- 4.Applicant Legal Notice of Public Hearing
- 5.Applicant On site posting and newspaper proofs
- 6.Applicant Billboard Mail list 250 ft
- 7.Billboard Construction Drawings
- 8.Billboard Electrical Drawings
- 9.Billboard Photometric Study
- 10.Topographic Survey 1113 2017
- 11.Electronic Billboard Sign Agreement Unsigned
- 12.Signed operating agreement
- 13.Warranty Deed (NA) 0108 1979
- 14. Applicant Letter to Village - Chapter 153 Billboards ordinances compliance confirmation
- 15.CHAPTER 153 - BILLBOARDS

Background

On July 23rd, 2020 the Board of Trustees (BOT) made a decision to host a public meeting regarding a proposal to install an Electronic Billboard (from FHE,LLC.) on the property owned by School District 89 between 10th and 13th avenues adjacent I-290 on Harrison Street (known as 1600 S. 10th Avenue). The Board of Trustees made a motion that the applicant had to meet the public hearing criteria used under the open meetings act (sending mail notification to residents 15 days before a meeting date, postage in the newspaper, posting on site) in order for them to host the meeting.

The proposed Billboard public hearing was supposed to be held at the September 1st Board of Trustees meeting. However due to a clerical error, the project was not placed on the agenda. Staff did confirm for the BOT that the applicant did meet noticing requirements and requested a motion to continue the meeting until the next BOT meeting, which is September 15th (Today), this motion was granted by the BOT.

Additionally, we received public comments raising concerns about the noticing that was done, and whether residents received adequate notification. Community Development staff then offered to do additional noticing to go along with the applicant's noticing, for the hearing that was continued until September 15th.

A new notice was sent out on September 8th, 2020 to all residents who live within 250 ft of the proposed billboard by the Village of Maywood about the continued Public meeting regarding the Billboard, notifying them that the meeting has been continued until September 15th, 2020. (Resident address list and a copy of that notice is also attached)

A thorough review of the project and the corresponding documents was done of the proposed billboard including an analysis of the construction drawings, the electrical drawings, and the photometric study. The dimensions of the billboard are as follows: The billboard sign face will be 60 ft wide by 20 ft tall. The height from grade of the billboard will be at 78 ft tall. Including the foundation depth, the total height of the structure will be at 110 ft. It is worth noting that Chapter 153 of the Maywood Village Code – Billboards does not have any limitations with regards to height requirements. It only states that billboard signs can be a maximum 1,200 Sq. Ft in size (which is the proposed size of this billboard).

The electrical drawings depict LED light panels to be installed at both sign faces, which will be directed at eastbound and westbound traffic of the I-290. The photometric study provides a more specific depiction of the viewing angles and the affected areas. It is worth noting that the areas directly east, west, and south of the proposed billboard are residentially zoned areas, and a commercial structure of this type would not conform to the intended look and feel of these residentially zoned areas.

Conclusion

- The Community Development Department has determined that the applicant has met the 15 day noticing requirement for the public hearing. Attached are the newspaper proof, picture of the on site posting, and mailing list with date of postage on August 17th, 2020
- Due to a clerical error, the public hearing regarding the proposed billboard was continued from the date of the original hearing (September 1st, 2020) until September 15th, 2020. Community Development sent out mailers to residents who live within 250 ft of the proposed billboard to inform them of the continuance and new meeting date
- An analysis of the documents presented by the applicant shows an LED electronic billboard at 60 ft x 20 ft (1,200 Sq. Ft) standing at 78 ft tall at grade, with viewing angles pointed at I-290 east-westbound traffic
- The look and use of this structure would not conform to the surrounding residential areas which would be living in view of this billboard (residents who live east, west, and south of the proposed project area)
- After a public hearing is conducted, the Village President and Board of Trustees “may deny the placement of any electronic billboard where they determine that the placement will be detrimental to the Village and its residents based on any reason, including, but not limited to, aesthetic reasons, brightness, driver distraction or other safety reasons, and proximity to residential areas.” (§ 153.04)
- The applicant pledged in a letter dated September 9th, 2020 (attached) that if the Billboard were to be approved, they would comply with all ordinances under “Chapter 153: Billboards” which apply to their project

The property at this location is zoned Institutional District, and no zoning relief is required for a billboard at this location. The administrative fee, deposit and photometric study have been submitted on behalf of FHE, LLC. A map of the area is also attached.

Action:

- **Motion to approve or deny the installation of the electronic billboard located at 1600 S. 10th Avenue in Maywood, IL 60153**

**AGENDA FOR PUBLIC HEARING
REGARDING THE REQUEST OF APPLICANT FHE LLC FOR THE ERECTION OF AN ELECTRONIC BILLBOARD
SIGN AT 1600 S. 10TH AVENUE, MAYWOOD, ILLINOIS 60153 (NORTH SIDE OF HARRISON STREET AT
APPROXIMATELY 12TH AVENUE)**

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

**TUESDAY, SEPTEMBER 15th, 2020
7:00 P.M.**

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC HEARING**
 - Presentation by Applicant (FHE LLC)**
 - Comments by Village Staff and Village Attorney**
 - Questions by Village Board Members**
 - Questions and Public Comment by Public**
 - Final Statement by Applicant**
 - Discussion and Recommendation by Village Board Members**
- 4. ADJOURNMENT**



Village of **MAYWOOD**

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-4405
COMMUNITY DEVELOPMENT

TO: Willie Norfleet, Village Manager
CC: Arlene Ireland, Executive Asst.; David Myers, Director of Community Development
FROM: Edgar Lara, Planning & Zoning, Community Development Dept.
DATE: September 15th, 2020 Board of Trustees Meeting Agenda
RE: PC/ZBA Case #20-004 Findings of Fact – A proposal for zoning variances and special use to allow a drive thru for a development project to construct two commercial and retail structures (one at 2,200 Sq Ft and another Multi-Tenant structure at 6,900 Sq Ft), a parking lot, and landscaping at 210 to 212 North 1st Avenue and 101 to 115 Lake Street together as one project.

ATTACHMENTS:

- 1) Findings of Fact - PC/ZBA Case #20-004
- 2) PC/ZBA Case #20-004 Staff Report, Petitioner's application, and proof of noticing
- 3) Group Exhibit A - Project Renderings, Site Plan, Elevations, Signage

Background:

An application for a special use permit and zoning variances at 212 North 1st Avenue has been submitted by Brett Paul (applicant on behalf of Maywood Equity Group, LLC). Because the applicant is seeking to construct a new development with a drive-thru facility, they will require a special use permit. They will also require zoning relief from the following: screening requirements for drive thru facilities, height requirements for monument signs, setback requirements for commercial districts, the use of spandrel glass on the eastern side of the building, use of Exterior Insulation and Finish System as material for sign bands and building gables, and parking requirements. The applicant currently holds a Redevelopment Agreement ("RDA") with the Village over this property.

Following a Plan Commission/Zoning Board of Appeals (PC/ZBA) public hearing held on August 25th, 2020 on the zoning variances and special use requests, the PC/ZBA recommended approval of the variances and special use.

The approval was recommended on a vote of 4-0-0.

Action:

- Review of the attached Findings of Fact and PC/ZBA recommendations
- Motion to approve the recommendation

VILLAGE OF MAYWOOD, ILLINOIS
40 MADISON STREET
MAYWOOD, ILLINOIS 60153

LEGAL NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that the Village of Maywood (the "Village") will convene a public hearing on September 1, 2020 at 7:00 P.M. in the Council Chambers of 125 S. 5th Ave., Second Floor, Maywood, Cook County, Illinois.

Said Public Hearing is convened to review an application from FHE, LLC, requesting approval to install an electronic billboard on School District 89 property at 1600 S. 10th Avenue in the Village of Maywood. The property is an 43,264 square-foot parcel of land adjacent to I-290 in the I- Institutional Zoning District. The billboard is proposed for location on the property on the north side of Harrison Street at approximately 12th Avenue. The faces of the billboard will be directed towards traffic on I-290.

The Village will entertain the submission of documents, testimony and public comment regarding said matter. All persons who are interested are invited to attend the public hearing to listen and be heard.

This Public Hearing may be continued to a further time, date and place without further notice being given except as may be provided in the Illinois Open Meetings Act.

Published this 17th Day of August, 2020 by the Village of Maywood, Cook County, Illinois.

David Myers
Community Development Director
Village of Maywood

Aug 16, 2020 at 1:06:30 PM

PUBLIC NOTICE

STATE OF NEW YORK
OFFICE OF THE COMPTROLLER
OFFICE OF GENERAL SERVICES

SUBJECT:
 Notice of Public Hearing on the Request for Proposals for the Construction of a New State Office Building at 100 West Street, Albany, New York.

The Office of General Services (OGS) is soliciting proposals for the construction of a new state office building at 100 West Street, Albany, New York. The building is to be constructed on a site located at the intersection of West Street and Broadway, Albany, New York. The building is to be approximately 10 stories high and will contain approximately 1,000,000 square feet of space. The building is to be constructed in accordance with the specifications and drawings attached to this notice.

The proposals are to be submitted to the Office of General Services, Office of Construction Services, 100 West Street, Albany, New York 12242-1000. The proposals are to be submitted by the date and time specified in the notice.

The Office of General Services reserves the right to accept or reject any or all proposals and to award the contract to the proposer whose proposal is deemed to be the most advantageous to the State of New York.

For more information, please contact the Office of General Services, Office of Construction Services, at (518) 474-2000.

**VILLAGE OF MAYWOOD
NOTICE OF PUBLIC HEARING REGARDING REQUEST TO
ERECT AN ELECTRONIC BILLBOARD**

Notice is hereby given to all interested persons that the Board of Trustees of the Village of Maywood will hold a Public Hearing beginning at 7:00 PM or as soon thereafter as the business of the Board of Trustees permits, on Tuesday, September 1st, 2020, in the Village of Maywood Council Chambers, 125 S. 5th Avenue, Second Floor, Maywood, Illinois. The purpose of the public hearing is to review an application from FHE, LLC, requesting approval to install an electronic billboard on School District 89 property at 1600 S. 10th Avenue in the Village of Maywood. The property is a 43,284 square-foot parcel of land adjacent to I-290 in the I - Institutional Zoning District. The billboard is proposed for location on the property on the north side of Harrison Street at approximately 12th Avenue. The faces of the billboard will be directed towards traffic on I-290.

In order to proceed as proposed the electronic billboard will require approval from the Village President and Village Board of Trustees following a public hearing, pursuant to Chapter 153 (Billboards), Section 153.04 (Regulations Applicable to Electronic Billboards) of the Maywood Village Code.

A location map is available from the Village's Community Development Department and will be enclosed with mailed copies of this notice.

Petitioner: FHE, LLC

Property Address: 1600 S. 10th Avenue, Maywood, Illinois 60153. The proposed location of the billboard on the property is the north side of Harrison Street at approximately 12th Avenue.

FIN: 15-15-231-004

During the Public Hearing, the Board of Trustees will hear testimony from and consider any evidence presented by persons interested to speak on this matter. In addition, objections and other comments, if any, relating to the proposed electronic billboard request may be submitted to the Community Development Department, 40 Madison Street, Maywood, Illinois prior to 4:00 PM, the day of the Public Hearing.

The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois Open Meetings Act. The proposal may be added to, revised, altered or eliminated as a result of the Public Hearing and prior to final action by the Corporate Authorities of the Village of Maywood.

Dated this 17th of August, 2020

**By Order of the Board of Trustees of Village of Maywood,
Cook County, Illinois.**

If you require specific accommodations with regard to physical disabilities or require language interpretative services, please contact our office at 708-450-4405.

8/17/2020 #1112361

the village free press

Public Notice: Your Right to Know

PUBLIC NOTICES

LEGAL NOTICE VILLAGE OF MAYWOOD NOTICE OF PUBLIC HEARING REGARDING REQUEST TO ERECT AN ELECTRONIC BILLBOARD

Notice is hereby given to all interested persons that the Board of Trustees of the Village of Maywood will hold a Public Hearing beginning at 7:00 PM or as soon thereafter as the business of the Board of Trustees permits, on Tuesday, September 1st, 2020, in the Village of Maywood Council Chambers, 120 S. 6th Avenue, Second Floor, Maywood, Illinois. The purpose of the public hearing is to review an application from FHE, LLC, requesting approval to install an electronic billboard on Parcel 02023 on property at 2500 S. 10th Avenue in the Village of Maywood. The property is a 43,284 square-foot parcel of land zoned L-1-1 in the L-1 Institutional Zoning District. The billboard is proposed for location on the property on the north side of Harrison Street at approximately 12th Avenue. The facts of the billboard will be directed towards traffic on I-55.

In order to proceed as proposed the electronic billboard will require approval from the Village President and Village Board of Trustees following a public hearing, pursuant to Chapter 153 (Billboards), Section 163.04 (Regulations Applicable to Electronic Billboards) of the Maywood Village Code.

A location map is available from the Village's Community Development Department and will be enclosed with mailed copies of this notice.

Patricia: FHE, LLC
Property Address: 1600 S. 10th Avenue, Maywood, Illinois 60153.

The proposed location of the billboard on the property to the north side of Harrison Street at approximately 12th Avenue.
PH: 16-15-231-004

During this Public Hearing, the Board of Trustees will have testimony from and consider any evidence presented by anyone interested to speak on this matter. In addition, objections and other comments, if any, relating to the proposed electronic billboard request may be submitted to the Community Development Department, 40 Madison Street, Maywood, Illinois prior to 4:00 PM, the day of the Public Hearing.

PUBLIC NOTICES

The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois Open Meetings Act. The proposal may be revised to, amended, altered or withdrawn as a result of the Public Hearing and prior to final action by the Corporate Authorities of the Village of Maywood.

Dated this 17th of August, 2020

By Order of the Board of Trustees of the Village of Maywood, Cook County, Illinois.

If you require special accommodations with regard to physical disabilities or require language interpretation services, please contact our office at 708-450-4100.

Published in Village Free Press
8/19/2020

REAL ESTATE FOR SALE

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION
MORTGAGE COMPANY, LLC;
Plaintiff,
vs.
RIGOR VILLA; UNKNOWN OWNERS AND NON RECORD CLAIMANTS;
Defendants.
19 CH 16755
PUBLIC NOTICE IS HEREBY GIVEN that pursuant to a Judgment of Foreclosure and Sale entered in the above entitled cause Intersource Judicial Sales Corporation will on Monday, September 21, 2020 at the hour of 11 AM, in their office at 120 West Madison Street, Suite 718A, Chicago, Illinois, sell at public auction to the highest bidder for cash, as set forth below, the following described mortgaged real estate:

P.L.N. 16-10-101-023-0000.
Commonly known as 184 N. 22RD AVE., WILMOR PARK, IL 60180.
The mortgaged real estate is improved with a single family residence. If the subject mortgaged real estate is a unit of a common interest community, the purchaser of this unit shall then a mortgagee shall pay the obligations required by subsection (b-1) of Section 18.6 of the Condominium Property Act.
Sale terms: 10% down by certified funds, balance, by certified funds, within 24 hours. No refunds. The property will NOT be open for inspection.
For information call Mr. Ira T. Havel at Plaintiff's Attorney, Law Office of Ira T. Havel, 178 North Franklin Street, Chicago, Illinois 60601. PH: 312-577-1125. 19-03039
INTERCOUNTY JUDICIAL SALES CORPORATION
Intersourcejudicialsales.com
8182894

REAL ESTATE FOR SALE

parment at Plaintiff's Attorney, Antelmo Lindberg & Associates, LLC, 1771 West Dixie Road, Naperville, Illinois 60563-1890, (630) 463-0889, F19100201
INTERCOUNTY JUDICIAL SALES CORPORATION
Intersourcejudicialsales.com
8182894

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION
TOWNSHIP MORTGAGE TRUST 2018-1, U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE;
Plaintiff,
vs.
JAVIER MARTINEZ MARIA F. MARTINEZ LANDOWN OWNERS AND NON RECORD CLAIMANTS;
Defendants.
19 CH 16555

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION
MORTGAGE COMPANY, LLC;
Plaintiff,
vs.
RIGOR VILLA; UNKNOWN OWNERS AND NON RECORD CLAIMANTS;
Defendants.
19 CH 16755
PUBLIC NOTICE IS HEREBY GIVEN that pursuant to a Judgment of Foreclosure and Sale entered in the above entitled cause Intersource Judicial Sales Corporation will on Tuesday, September 22, 2020 at the hour of 11 AM, in their office at 120 West Madison Street, Suite 718A, Chicago, Illinois, sell at public auction to the highest bidder for cash, as set forth below, the following described mortgaged real estate:

P.L.N. 16-10-101-023-0000.
Commonly known as 184 N. 22RD AVE., WILMOR PARK, IL 60180.
The mortgaged real estate is improved with a single family residence. If the subject mortgaged real estate is a unit of a common interest community, the purchaser of this unit shall then a mortgagee shall pay the obligations required by subsection (b-1) of Section 18.6 of the Condominium Property Act.
Sale terms: 10% down by certified funds, balance, by certified funds, within 24 hours. No refunds. The property will NOT be open for inspection.
For information call Mr. Ira T. Havel at Plaintiff's Attorney, Law Office of Ira T. Havel, 178 North Franklin Street, Chicago, Illinois 60601. PH: 312-577-1125. 19-03039
INTERCOUNTY JUDICIAL SALES CORPORATION
Intersourcejudicialsales.com
8182894

REAL ESTATE FOR SALE

vs. GRADY RIVERS AKA GRADY A. RIVERS, JR.; GLENDA L. RIVERS AKA GLENDA RIVERS; Defendants.
19 CH 11339
PUBLIC NOTICE IS HEREBY GIVEN that pursuant to a Judgment of Foreclosure and Sale entered in the above entitled cause Intersource Judicial Sales Corporation will on Monday, September 14, 2020 at the hour of 11 AM, in their office at 120 West Madison Street, Suite 718A, Chicago, Illinois, sell at public auction to the highest bidder for cash, as set forth below, the following described mortgaged real estate:

P.L.N. 16-11-517-090-0000.
Commonly known as 400 South 7th Avenue, Maywood, IL 60153.
The mortgaged real estate is improved with a multi-family building. The successful purchaser is entitled to possession of the property only. The purchaser may only obtain possession of units within the multi-unit property occupied by individuals named in the order of possession.
Sale terms: 10% down by certified funds, balance, by certified funds, within 24 hours. No refunds. The property will NOT be open for inspection.
For information, call Sales Department at Plaintiff's Attorney, Attorney Dale Koschick, LLC, One East Wacker Drive, Chicago, Illinois 60601. PH: 312-820-8871. 19-034780
INTERCOUNTY JUDICIAL SALES CORPORATION
Intersourcejudicialsales.com
8182894

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE
WAT1-0555
6203
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS DEBTOR TRUSTEE UNDER THE INDENTURE RELATING TO MH ASSETS CORP. COLLATERALIZED ASSET-BACKED BONDS, SERIES 8005-4
Plaintiff,
vs.
DORIS M. FLETCHER; LISA B. FLETCHER; Illinois Department of Revenue; Illinois HealthCare and Family Services; Defendants.
17 CH 11912
2124th Avenue, Bellwood, IL 60104
Judge: Fredrickson Lyle
Ch. 95
NOTICE OF JUDICIAL SALE OF REAL ESTATE
MORTGAGE-FORECLOSURE
NOTICE IS HEREBY GIVEN that

REAL ESTATE FOR SALE

pursuant to a Judgment heretofore entered by the said court assumed in the above entitled cause, Intersource Judicial Sales Corporation, will on September 2, 2020, at the hour of 11:30 AM in their office at 120 West Madison Street, Suite 718A, Chicago, Illinois 60603, sell at public auction to the highest bidder, as set forth below, the following described real estate:

Commonly known as 127 E. PRATER AVENUE, NORTONVILLE, IL 60164
Property Index No. 15-05-11-008-0000
The real estate is improved with a single family residence.
The judgment amount was \$234,619.20.
Sale terms: 20% down of the highest bid by certified funds at the close of the sale payable to The Judicial Sales Corporation. All other party checks will be accepted. The balance, including the Judicial Sales fee for the Mortgaged Real Estate Property (Mortgagee's Fee), shall be paid within 30 days of the date of the sale. No fee will be paid by the mortgagor including the judicial sale fee payable to the credit bid at the sale or by any mortgagee, judgment creditor, or other lender accepting the residential real estate unless the bid is tied to the residential real estate sale price. The subject property is subject to general real estate taxes, special assessments, or special taxes levied against said real estate and is offered for sale without any representation as to quantity or quality of title and without recourse to Plaintiff and in "AS IS" condition. The sale is further subject to confirmation by the court.
Upon payment in full of the amount bid, the purchaser will receive a Certificate of Sale that will settle the purchaser to a deed to the real estate after confirmation of the sale.
The property will NOT be open for inspection and plaintiff relies on representations as to the condition of the property. Prospective bidders are encouraged to check the court file to verify all information.
If the property is a condominium unit, the purchaser of the unit at the foreclosure sale, other than a mortgagee, shall pay the assessments and the legal fees required by the Condominium Property Act, 765 ILCS 605/6(1) and (2)(g). If the property is a cooperative unit which is part of a common interest community, the purchaser of the unit at the foreclosure sale shall pay a mortgagee shall pay the assessments requested by The Condominium Property Act, 765 ILCS 606/10(a)-11.
IF YOU ARE THE MORTGAGEE (HOMEOWNER), YOU HAVE THE

RIGHT TO REMAIN IN POSSESSION FOR 30 DAYS AFTER ENTRY OF AN ORDER OF FORECLOSURE, IN ACCORDANCE WITH SECTION 15-170(10) OF THE ILLINOIS MORTGAGE FORECLOSURE LAW.
You will need a photo identification issued by a government agency (driver's license, passport, etc.) in order to gain entry into the building and the foreclosure sale room in Cook County and the same identification for entry into other county venues within The Judicial Sales Corporation conduct foreclosure sales.
For information, Alexander Potestivo, POTESTIVO & ASSOCIATES, P.C., Probate Associate, 223 WEST JACKSON BLVD, STE 810, CHICAGO, IL 60602 (312) 283-0003. Please refer to file number 151816. THE JUDICIAL SALES CORPORATION
One South Wacker Drive, 24th Floor, Chicago, IL 60606-6600 (312) 236-5412
You can also visit The Judicial Sales Corporation at www.jsc.com for a 7 day status report of pending sales. POTESTIVO & ASSOCIATES, P.C. 223 WEST JACKSON BLVD, STE 810
Chicago, IL 60602
312-283-0003
E-Mail: alexander@potestivo.com
Attorney File No. 151816
Attorney Code: 43032
Case Number: 15 CH 00329
TJSC: 40-750
NOTE: Pursuant to the Fair Debt Collection Practices Act, you are advised that Plaintiff's Attorney is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.
Case # 15 CH 00329
8153485

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS DEBTOR TRUSTEE UNDER THE INDENTURE RELATING TO MH ASSETS CORP. COLLATERALIZED ASSET-BACKED BONDS, SERIES 8005-4
Plaintiff,
vs.
ANTONIO S. PEREZ AKA ANTONIO PEREZ; ELIDA PEREZ; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WISCONSIN MORTGAGE CORPORATION, PORTFOLIO RECEIVABLE ASSOCIATES, LLC, THE CITY OF NORTLAKE
Defendants.
15 CH 02329
127 E. PRATER AVENUE
NORTONVILLE, IL 60164
NOTICE OF SALE
PUBLIC NOTICE IS HEREBY GIVEN that pursuant to a Judgment of Foreclosure and Sale entered in the

REAL ESTATE FOR SALE

above cause on May 17, 2018, an agent for The Judicial Sales Corporation, will at 10:30 AM on September 2, 2020, at The Judicial Sales Corporation, One South Wacker Drive, CHICAGO, ILLINOIS, sell at public sale to the highest bidder, as set forth below, the following described real estate:

Commonly known as 127 E. PRATER AVENUE, NORTONVILLE, IL 60164
Property Index No. 15-05-11-008-0000
The real estate is improved with a single family residence.
The judgment amount was \$234,619.20.
Sale terms: 20% down of the highest bid by certified funds at the close of the sale payable to The Judicial Sales Corporation. All other party checks will be accepted. The balance, including the Judicial Sales fee for the Mortgaged Real Estate Property (Mortgagee's Fee), shall be paid within 30 days of the date of the sale. No fee will be paid by the mortgagor including the judicial sale fee payable to the credit bid at the sale or by any mortgagee, judgment creditor, or other lender accepting the residential real estate unless the bid is tied to the residential real estate sale price. The subject property is subject to general real estate taxes, special assessments, or special taxes levied against said real estate and is offered for sale without any representation as to quantity or quality of title and without recourse to Plaintiff and in "AS IS" condition. The sale is further subject to confirmation by the court.
Upon payment in full of the amount bid, the purchaser will receive a Certificate of Sale that will settle the purchaser to a deed to the real estate after confirmation of the sale.
The property will NOT be open for inspection and plaintiff relies on representations as to the condition of the property. Prospective bidders are encouraged to check the court file to verify all information.
If the property is a condominium unit, the purchaser of the unit at the foreclosure sale, other than a mortgagee, shall pay the assessments and the legal fees required by the Condominium Property Act, 765 ILCS 605/6(1) and (2)(g). If the property is a cooperative unit which is part of a common interest community, the purchaser of the unit at the foreclosure sale shall pay a mortgagee shall pay the assessments requested by The Condominium Property Act, 765 ILCS 606/10(a)-11.
IF YOU ARE THE MORTGAGEE (HOMEOWNER), YOU HAVE THE

RIGHT TO REMAIN IN POSSESSION FOR 30 DAYS AFTER ENTRY OF AN ORDER OF FORECLOSURE, IN ACCORDANCE WITH SECTION 15-170(10) OF THE ILLINOIS MORTGAGE FORECLOSURE LAW.
You will need a photo identification issued by a government agency (driver's license, passport, etc.) in order to gain entry into the building and the foreclosure sale room in Cook County and the same identification for entry into other county venues within The Judicial Sales Corporation conduct foreclosure sales.
For information, Alexander Potestivo, POTESTIVO & ASSOCIATES, P.C., Probate Associate, 223 WEST JACKSON BLVD, STE 810, CHICAGO, IL 60602 (312) 283-0003. Please refer to file number 151816. THE JUDICIAL SALES CORPORATION
One South Wacker Drive, 24th Floor, Chicago, IL 60606-6600 (312) 236-5412
You can also visit The Judicial Sales Corporation at www.jsc.com for a 7 day status report of pending sales. POTESTIVO & ASSOCIATES, P.C. 223 WEST JACKSON BLVD, STE 810
Chicago, IL 60602
312-283-0003
E-Mail: alexander@potestivo.com
Attorney File No. 151816
Attorney Code: 43032
Case Number: 15 CH 00329
TJSC: 40-750
NOTE: Pursuant to the Fair Debt Collection Practices Act, you are advised that Plaintiff's Attorney is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.
Case # 15 CH 00329
8153485

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION
WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE POOLING AND SERVING AGREEMENT DATED AS OF APRIL 1, 2006
PARK PLACE SECURITIES, INC. ASSET-BACKED PASS-THROUGH CERTIFICATES SERIES 2005-WN2
Plaintiff,
vs.
UNKNOWN HEIRS AND LEGATEES OF LYDIA M. HOWARD, VILLAGE OF MAYWOOD, UNKNOWN OWNERS AND NONRECORD CLAIMANTS; KEVIN HOWARD; TAMARA WILLIAMS; CARY ROSENTHAL; AS SPECIAL REPRESENTATIVE FOR LYDIA M. HOWARD (DECEASED)
Defendants

In your hands.
Rain or Shine.
Read it.
Smudge it.
Crack a smile.
Pop a gasket.
Write us a letter.





VILLAGE OF MAYWOOD

NOTICE OF PUBLIC HEARING REGARDING REQUEST TO ERECT AN ELECTRONIC BILLBOARD

Notice is hereby given to all interested persons that the Board of Trustees of the Village of Maywood will hold a Public Hearing beginning at 7:00 PM or as soon thereafter as the business of the Board of Trustees permits, on Tuesday, September 15th, 2020, in the Village of Maywood Council Chambers, 125 S. 5th Avenue, Second Floor, Maywood, Illinois. This meeting was originally intended to be held on September 1st, 2020, but was continued until September 15th 2020 by the Board of Trustees. The purpose of the public hearing is to review an application from FHE, LLC , requesting approval to install an electronic billboard on School District 89 property at 1600 S. 10th Avenue in the Village of Maywood. The property is a 43,264 square-foot parcel of land adjacent to I-290 in the I - Institutional Zoning District. The billboard is proposed for location on the property on the north side of Harrison Street at approximately 12th Avenue. The faces of the billboard will be directed towards traffic on I-290.

In order to proceed as proposed the electronic billboard will require approval from the Village President and Village Board of Trustees following a public hearing, pursuant to Chapter 153 (Billboards), Section 153.03 (Regulations Applicable to All Billboards) and Section 153.04 (Regulations Applicable to Electronic Billboards) of the Maywood Village Code :

153.03 REGULATIONS APPLICABLE TO ALL BILLBOARDS.

It shall be unlawful to construct, erect, locate or maintain any billboard except where the following requirements are met:

(A) Construction. Where construction of a billboard is authorized, the manner of construction, placement, materials used, and performance of any billboard shall comply with all applicable Village ordinances, codes, rules and regulations.

(B) Light intensity. Electronic billboards shall not be illuminated to a degree of brightness that is greater than necessary for adequate visibility, and shall not be permitted if they contain flashing or distracting movement, or if they cause a glare on the roadway. The Village shall have the right, but not the obligation, to require that the degree of brightness of the billboard be decreased to a level acceptable to the Village.

(C) Size. The maximum size of any billboard shall be 1,200 square feet.

(D) Display content. Billboards shall not display anything constituting a nuisance, as defined in this Code, any advertisements relating to distilled spirits, gentleman's clubs, or display any other morally objectionable message or picture.

(E) *Maintenance.* Any person who erects or maintains a billboard within the Village shall keep the entire structure in good repair and sanitary condition and shall not allow waste paper, garbage, debris or excessive weeds or other vegetation to accumulate or grow in or about the premises on which the same are erected or maintained.

(F) *Violations are public nuisance; abatement; removal.* If a billboard is installed or maintained that does not comply with the provisions of this section, it is declared to be a public nuisance. The owner/operator must remedy any violation within 3 days of notification by the Village that a violation exists, unless a longer period is agreed to by the Village. The owner/operator shall correct the violation or remove the sign at his or her own expense. Where violations are not corrected within the required time period, the Village may proceed to abate the nuisance and lien the property in accordance with §§ 92.22 and 92.23 of this Code of Ordinances.

(G) *Other standards apply.* These standards and regulations shall be in addition to any applicable construction, material and performance standards under this Code, regulations adopted under this Code, and the Zoning Ordinance of the Village of Maywood, that may also apply to billboards.

(Ord. CO-2010-006, passed 4-15-2010)

153.04 REGULATIONS APPLICABLE TO ELECTRONIC BILLBOARDS.

It shall be unlawful to construct, erect, locate or maintain any electronic billboard in the Village except in conformance with the requirements of § 153.03 and where the following additional requirements are met:

(A) *Display times.* Electronic billboards display times shall be subject to the following limitations:

(1) *Tri-Vision or multiple message signs must have a minimum display time of 6 seconds in a fixed position, and the louver rotation time to change a message shall be 1 second or less. Additionally, Tri-Vision or multiple message signs must contain a mechanism that will stop the sign in 1 position if a malfunction occurs.*

(2) *Variable message signs must not display any 1 message for less than 1/2 of a second, and no message may be repeated at intervals of less than 2 seconds. No segmented messages shall be displayed. No traveling message shall travel at a rate slower than 16 light columns per second or faster than 32 columns per second.*

(B) *Village approval.* No electronic billboard may be erected in the Village without a public hearing and approval of the Village President and Board of Trustees. Application for erection of an electronic billboard shall be made by submitting information relative to the billboard to the Department of Community Development and payment of any fees relative to any zoning relief required prior to erection. Where no zoning relief is required, the public hearing may be held before the Village President and Board of Trustees following payment of an administrative fee of \$150. For all electronic billboard requests, the petitioning party is required to submit a deposit of \$2,500 to cover the Village's costs in considering placement of the electronic billboard, including the Village's engineering and attorney consulting fees relative to such consideration and approval. Any portion of the deposit that remains following approval or denial by the Village President and Board of Trustees of the electronic billboard request shall be returned to the petitioning party. The party petitioning for placement of an electronic billboard shall submit to the Village for consideration prior to the public hearing a photometric study related to the proposed billboard. Conversion of an existing non-electronic billboard to an electronic billboard shall be regarded as erection of a new billboard and any previously approved variations or special uses related to the existing non-electronic billboard shall not be applicable to the electronic billboard. The Village President and Board of Trustees may deny the placement of any electronic billboard where they determine that the

placement will be detrimental to the Village and its residents based on any reason, including, but not limited to, aesthetic reasons, brightness, driver distraction or other safety reasons, and proximity to residential areas.

A location map is available from the Village’s Community Development Department and will be enclosed with mailed copies of this notice.

Petitioner: FHE, LLC

Property Address: 1600 S. 10th Avenue, Maywood, Illinois 60153. The proposed location of the billboard on the property is the north side of Harrison Street at approximately 12th Avenue.

PIN: 15-15-231-004

During the Public Hearing, the Board of Trustees will hear testimony from and consider any evidence presented by persons interested to speak on this matter. In addition, objections and other comments, if any, relating to the proposed electronic billboard request may be submitted to the Community Development Department, 40 Madison Street, Maywood, Illinois prior to 4:00 PM, the day of the Public Hearing.

The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois Open Meetings Act. The proposal may be added to, revised, altered or eliminated as a result of the Public Hearing and prior to final action by the Corporate Authorities of the Village of Maywood.

Dated this 8th day of September, 2020

By Order of the Board of Trustees of Village of Maywood, Cook County, Illinois.

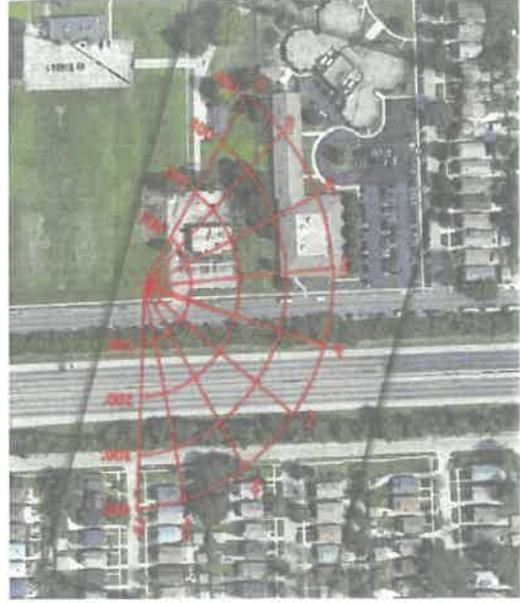
If you require specific accommodations with regard to physical disabilities or require language interpretative services, please contact our office at 708-450-4405.



Location Map



Billboard Location – West Viewing Angle



Billboard Location – East Viewing Angle



Proposed Billboard Rendering

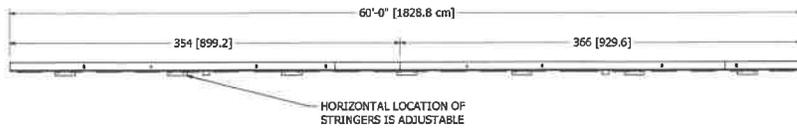
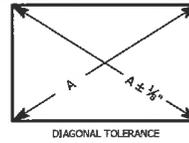
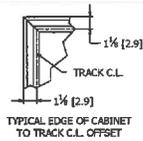
PIN	Address	Municipality
15-15-221-1447	S 14T	MAYWOOD
15-15-221-1428	S 13T	MAYWOOD
15-15-221-1432	S 13T	MAYWOOD
15-15-222-1437	S 13T	MAYWOOD
15-15-222-1441	S 13T	MAYWOOD
15-15-222-1445	S 13T	MAYWOOD
15-15-222-1428	S 12T	MAYWOOD
15-15-222-1444	S 12T	MAYWOOD
15-15-223-1429	S 12T	MAYWOOD
15-15-223-1445	S 12T	MAYWOOD
15-15-223-1430	S 11T	MAYWOOD
15-15-223-1434	S 11T	MAYWOOD
15-15-223-1438	S 11T	MAYWOOD
15-15-223-1440	S 11T	MAYWOOD
15-15-224-1437	S 11T	MAYWOOD
15-15-224-1439	S 11T	MAYWOOD
15-15-224-1441	S 11T	MAYWOOD
15-15-224-1444	S 10T	MAYWOOD
15-15-224-1442	S 10T	MAYWOOD
15-15-230-1601	S 14T	MAYWOOD
15-15-230-1607	S 14T	MAYWOOD
15-15-230-1623	S 14T	MAYWOOD
15-15-230-1627	S 14T	MAYWOOD
15-15-230-1641	S 14T	MAYWOOD
15-15-230-1643	S 14T	MAYWOOD
15-15-230-1610	S 13T	MAYWOOD
15-15-230-1612	S 13T	MAYWOOD
15-15-230-1618	S 13T	MAYWOOD
15-15-230-1620	S 13T	MAYWOOD
15-15-230-1640	S 13T	MAYWOOD
15-15-230-1644	S 13T	MAYWOOD
15-15-230-1646	S 13T	MAYWOOD
15-15-230-1633	S 14T	MAYWOOD
15-15-232-1601	S 10T	MAYWOOD
15-15-232-1605	S 10T	MAYWOOD
15-15-232-1607	S 10T	MAYWOOD
15-15-232-1611	S 10T	MAYWOOD
15-15-232-1627	S 10T	MAYWOOD
15-15-232-1631	S 10T	MAYWOOD
15-15-232-1635	S 10T	MAYWOOD
15-15-232-1637	S 10T	MAYWOOD
15-15-232-1608	S 9TH	MAYWOOD
15-15-232-1612	S 9TH	MAYWOOD
15-15-232-1702	S 9TH	MAYWOOD
15-15-232-1706	S 9TH	MAYWOOD
15-15-232-1708	S 9TH	MAYWOOD

15-15-232- 1712 S 9TH MAYWOOD
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15-15-230- 1619 S 14T MAYWOOD
15-15-230- 1647 S 14T MAYWOOD
15-15-230- 1600 S 13T MAYWOOD
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15-15-232- 1647 S 10T MAYWOOD
15-15-232- 1614 S 9TH MAYWOOD
15-15-232- 1618 S 9TH MAYWOOD
15-15-232- 1620 S 9TH MAYWOOD
15-15-232- 1700 S 9TH MAYWOOD
15-15-232- 1714 S 9TH MAYWOOD
15-15-232- 1718 S 9TH MAYWOOD
15-15-404- 1800 S 12T MAYWOOD



- NOTES:**
1. ELEVATION DIMENSIONS ARE TO CENTER LINE OF TRACK.
 2. DISCONNECT BOX SIZE MAY VARY DEPENDING ON AMPERAGE REQUIREMENTS.
 3. IN LOCATIONS WHERE A TRACK IS DIRECTLY ABOVE ANOTHER TRACK (CABINET BEAMS), STRINGERS ARE TO BE PLACED ON THE BOTTOM TRACK.



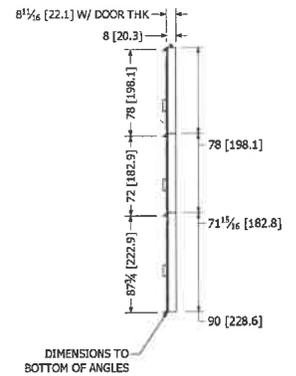
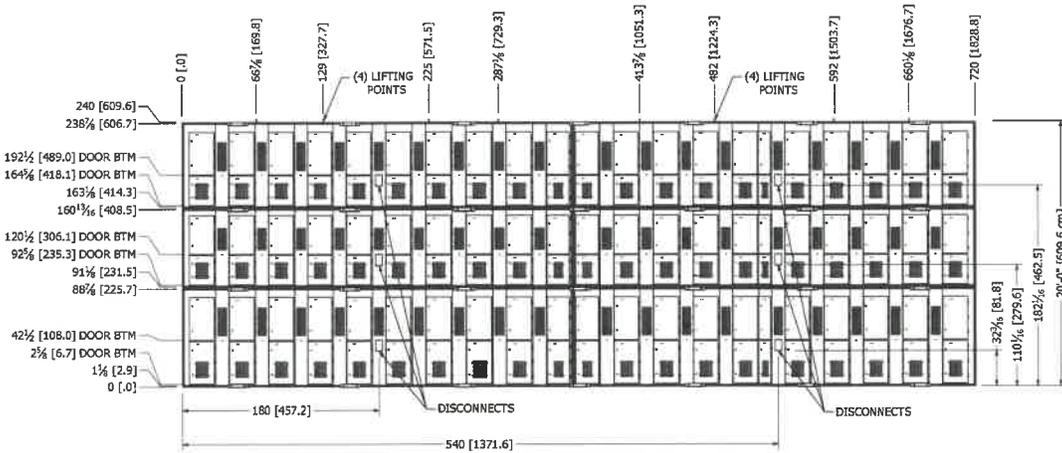
IBC2009 AND ASCE7-05
 150 MPH 3 SECOND WIND GUST
 IBC2012 AND ASCE7-10
 170 MPH 3 SECOND WIND GUST
 EXPOSURE C
 OCCUPANCY CATEGORY I
 SIGN HEIGHT ABOVE GRADE = FT MAX

REQUIREMENTS TO MEET THE ABOVE WIND LOAD
 UPRIGHT QTY: 7.0 MINIMUM
 SPACING: 115 3/16 [292.6] MAXIMUM
 CANTILEVER: 57 5/8 [146.3] MAXIMUM

THESE CALCULATIONS REQUIRE THE SUPPORTING STRUCTURE (DESIGNED BY OTHERS) ALSO MEETS APPROPRIATE CODES, AND THE USE OF A WATCHFIRE PROVIDED MOUNTING SYSTEM.

SIGN WEIGHT FOR 10mm, 16mm, 19mm & 25mm MODELS
 10800.0 lbs. (12000.0 lbs. WITH MOUNTING HARDWARE)

SIGN WEIGHT FOR 12mm MODEL
 12000.0 lbs. (13200.0 lbs. WITH MOUNTING HARDWARE)



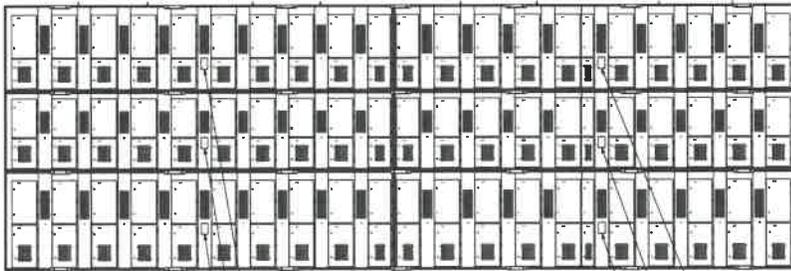
DIMENSION STYLE:
 INCHES (CENTIMETERS)

VIEWABLE AREA = 19 ft. X 59 ft.



THIS INFORMATION, DATA, AND DRAWINGS (INCLUDING ANY ATTACHED FILES) IS CONFIDENTIAL AND IS PROVIDED WITH THE UNDERSTANDING THAT IT WILL NOT BE DISCLOSED TO THIRD PARTIES WITHOUT THE WRITTEN CONSENT OF WATCHFIRE SIGMA, LLC.
 ALL INFORMATION FROM ILLUSTRATIONS, SCREEN SHOTS, DATA, AND DRAWINGS CONTAINED WITHIN COPYRIGHT © 2017 WATCHFIRE SIGMA, LLC. ALL RIGHTS RESERVED.

DIMENSION STYLE	TOLERANCES	MODEL REV	DRAWG REV	THIRD ANGLE PROJECTION	DESCRIPTION
INCHES (CENTIMETERS)	OVERALL SIGN DIMENSION..... ± 1/4" LINEAR DIMENSION..... ± 1/16" ANGULAR DIMENSION..... ± 1° STRAIGHTNESS..... ± .020"/ft.	1	0		REAR SERVICE - 19 X 59 VIEWABLE - DIMENSIONS 240" X 720"
ALL DIMENSIONS ARE U.S. DIMENSIONAL UNITS UNLESS OTHERWISE SPECIFIED. STANDARD TOLERANCES APPLY TO ALL DIMS UNLESS OTHERWISE SPECIFIED. TOLERANCES DO NOT RELATE TO DIMENSIONS SHOWN IN ILLUSTRATIVE PURPOSES ONLY.					MATERIAL: DATE USED: 12/18/2017, DRAWN BY: T. Frasier, PART NUMBER: 20190600_S_N_19059_R, SCALE (LOCATION: Design) Customer Drawing/Watchfire Sigma/Server/3/18/2019, 3.0, 19059_R
				1 OF 2	



DISCONNECT
WATCHFIRE SUPPLIED
240 VOLT
14 AMP DRAW

DISCONNECT
WATCHFIRE SUPPLIED
240 VOLT
14 AMP DRAW

DISCONNECT
WATCHFIRE SUPPLIED
240 VOLT
18 AMP DRAW

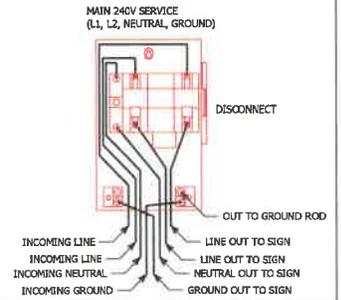
DISCONNECT
WATCHFIRE SUPPLIED
240 VOLT
15 AMP DRAW

DISCONNECT
WATCHFIRE SUPPLIED
240 VOLT
15 AMP DRAW

DISCONNECT
WATCHFIRE SUPPLIED
240 VOLT
18 AMP DRAW

INSTALLATION NOTES:

1. ELECTRICAL REQUIREMENTS: 240 VOLTS, SINGLE PHASE, 94 TOTAL AMPS FOR SIGN, 4-WIRE, CURRENT CARRYING NEUTRAL. 22.96 KW TOTAL FOR SIGN.
2. DISCONNECTS: 30 AMP UNFUSED DISCONNECT 240 VAC
3. GROUND: DRIVE A COPPER-CLAD GROUND ROD INTO THE GROUND NEAR THE SIGN. ATTACH A #6 GROUND WIRE TO THE GROUND ROD AND ROUTE AND CONNECT IT TO THE GROUND TERMINAL INSIDE THE DISCONNECT. ENSURE ALL WIRING CONNECTING THE GROUND ROD TO THE SIGN IS SECURELY ATTACHED. BE SURE TO FOLLOW ALL NATIONAL ELECTRICAL CODE REQUIREMENTS.
4. UL CERTIFICATE NUMBER: E221802 (UL-46)



	<p>INCHES [CENTIMETERS]</p> <p>ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED. DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. DIMENSIONS TO CENTERLINE ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED. DIMENSIONS TO CENTERLINE ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.</p>	<p>TOLERANCES</p> <p>OVERALL SIGN DIMENSION..... ± 1/4"</p> <p>LINEAR DIMENSION..... ± 1/16"</p> <p>ANGULAR DIMENSION..... ± 1°</p> <p>STRAIGHTNESS..... ± .020"/ft.</p>	<p>THIS DRAWING IS FOR THE PURPOSE OF PROVIDING DIMENSIONS ONLY ON WATCHFIRE PRODUCTS. ALL ELEMENTS OF THE SIGN STRUCTURE WILL BE PROVIDED BY OTHERS AND WE CANNOT MAKE ANY GUARANTEES ABOUT THE SUITABILITY OF THE STRUCTURE FOR THE SITE. ANY INFORMATION RELATING TO THE SIGN STRUCTURE IS PROVIDED RELATIVE TO THE SIGN STRUCTURE IS FOR ILLUSTRATIVE PURPOSES ONLY.</p>	<p>MODEL REV / DRAWING REV</p> <p>1 / 0</p>	<p>THIRD ANGLE PROJECTION</p> <p>2 OF 2</p>	<p>REAR SERVICE - 19 X 59 VIEWABLE - OA16.M - DIMENSIONS 240" X 720"</p> <p>DATE CREATED: 12/18/2017</p> <p>DRAWN BY: T Prather</p> <p>PART NUMBER: 200x600_S_N_19059_R</p>
	<p>THE INFORMATION, DATA AND DRAWINGS CONTAINED HEREIN ARE THE PROPERTY OF WATCHFIRE AND ARE PROVIDED WITH THE UNDERSTANDING THAT THEY WILL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF WATCHFIRE SIGNS, LLC.</p> <p>ALL INFORMATION, ILLUSTRATIONS, DESIGN SPECIFICATIONS, AND DRAWINGS CONTAINED WITHIN THIS DOCUMENT ARE THE PROPERTY OF WATCHFIRE SIGNS, LLC. ALL RIGHTS RESERVED.</p>					

RECEIVED AUG 31 2018

24 792 642

24792842

No. 801
WARRANTY DEED
Approved by

COOK COUNTY, ILLINOIS
JAN 8 1979 12 23 PM

(Use Above Space For Recorder's Use Only)

JAN 8 1979

THE GRANTOR Trustee's of Schools, Township 39 North, Range 12, Cook County, Illinois, and their successors in office a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of TEN (\$10.00) and no/100 DOLLARS, and other good and valuable consideration in hand paid, and pursuant to authority given by the Board of Trustees of said corporation, CONVEYS and WARRANTS unto Trustee's of Schools, Township 39 North, Range 12, Cook County, Illinois, and their successors in office for the (continued on reverse) a corporation organized and existing under and by virtue of the laws of the State of Illinois having its principal office in the Village of Forest Park County of Cook and State of Illinois the following described Real Estate situated in the County of Cook and State of Illinois to wit: That part of Lutheran Seminary Block, in Luther Seminary Addition to Maywood, being a subdivision in the North East 1/4 of Section 15, Township 39 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded September 19, 1910, in Book 106 of Plats, page 38, as Document Number 4626642, described as follows: Commencing at the North East corner of said block, being the intersection of the South line of Van Buren Street; with the West line of 10th Avenue, in Maywood, Illinois; thence South along the West line of 10th Avenue, a distance of 598.05 feet to the North line of Harrison Street, thence West along the North line of Harrison Street, a distance of 341.09 feet, to a point of beginning, of the tract of land to be conveyed hereby; thence Northwestwesterly, a distance of 605.06 feet to a point on the South line of Van Buren Street, which is 341.09 feet, West of the place of commencement; thence South parallel with the said West line of 10th Avenue, to a point in the North line of said Harrison Street, which is 100 feet, West of the point of beginning; thence East along the North line of Harrison Street, 100 feet to the point of beginning in Cook County, Illinois.

10.00

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused the name to be signed to these presents by its President, and attested by its Secretary, and Ex-Officio Clerk, and Treasurer, and Ex-Officio Clerk, of January 19 79. Trustee's of Schools, Township 39 North, Range 12, Cook County, Illinois and their Successors in office

John S. Fallo President
Winfield M. Sherman Treasurer and Ex-Officio Clerk
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that I personally know to me to be the President of the Trustee's of Schools, Township 39 North, Range 12, Cook County, Illinois and their successors in office corporation, and Winfield M. Sherman personally known to me to be the Treasurer and Ex-Officio Clerk of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Clerk respectively, they signed and delivered the said instrument as President and Clerk respectively of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Trustees of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of February 1979
Commission expires June 24 1982

NAME R. WATSON
ADDRESS Room 2311
33 North Dearborn
CITY AND STATE Chicago Ill. 60642

RECORDER'S OFFICE BOX NO

BOX 533

1-5-1979
This instrument prepared by
EDWARD B. O'BANON, JR.
9345 Madison Street
Forest Park, Ill. 60150

24 792 642
DOCUMENT NUMBER

DKZ 8
1979

GEORGE COLLE & COMPANY

Warranty Deed
CORPORATION TO CORPORATION

Continued from reverse side:

use and benefit of School Districts numbered 87, 88, 89, 92, 92 $\frac{1}{2}$, 93 and 209, Cook County, Illinois, being members of the Joint Arngt known as Proviso Township Department of Education for Exceptional Children.

RECEIVED AUG 31 2018

RECEIVED AUG 31 2018

OFFICE & CLERK
1524 COOK
NO. 801
OCTOBER, 1967
WARRANT DEED

25703093

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 DEC 12 AM 9:00

Richard H. Olson
RECORDER OF DEEDS

25703093

Notary Public

(Corporation to Corporation)

(The Above Space For Recorder's Use Only)

THE GRANTOR Trustee's of Schools, Township 39 North, Range 12, Cook County, Illinois, and their successors in office a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois for and in consideration of Seventy-Two Thousand Five Hundred (\$72,500) and no/100 DOLLARS, and other good and valuable consideration in hand paid, and pursuant to authority given by the Board of Trustees of said corporation CONVEY and WARRANT to Cox Cable of Maywood, Inc.

a corporation organized and existing under and by virtue of the laws of the State of Illinois having its principal office in the Village of Maywood County of Cook and State of Illinois the following described Real Estate situated in the County of Cook and State of Illinois, to wit: That part of Lutheran Seminary Block, in Luther Seminary addition to Maywood, being a Subdivision in the North East 1/4 of Section 15, Township 39 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded September 13, 1910 in Book 106 of Plats, Page 38 as Document 4625693, described as follows: Commencing at the north east corner of said block, being the intersection of the south line of Van Buren Street with the west line of 10th Avenue in Maywood, Illinois; thence south along the west line of 10th Avenue a distance of 598.05 feet to the north line of Harrison Street; thence west along the north line of Harrison Street a distance of 341.00 feet to a point of beginning of the tract of land herein described; thence north on a line parallel to the west line of 10th Avenue for a distance of 208 feet; thence west on a line parallel to the north line of Harrison Street for a distance of 308 feet; thence south on a line parallel to the west line of 10th Avenue for a distance of 208 feet; thence east along the north line of Harrison Street for a distance of 308 feet to the point of beginning, in Cook County, Illinois.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed in these presents by its President, and attested by its Treasurer and Ex-Officio Clerk of said corporation, this 21st day of November, 1988.

Trustee's of Schools, Township 39 North, Range 12, Cook County, Illinois and their successors in office

John Fallon President

Winfield M. Sherman Treasurer and Ex-Officio Clerk

Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Fallon personally known to me to be the President of the Trustee's of Schools, Township 39 North, Range 12, Cook County, Illinois and their successors in office

corporation, and Winfield M. Sherman personally known to me to be the Treasurer and Ex-Officio Clerk of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Clerk they signed and delivered the said instrument as President and Clerk of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Trustees of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of November, 1988

Commission expires April 20, 1985 Samuel Passarella Notary Public

679990 W OAL
15-3-88-1-002

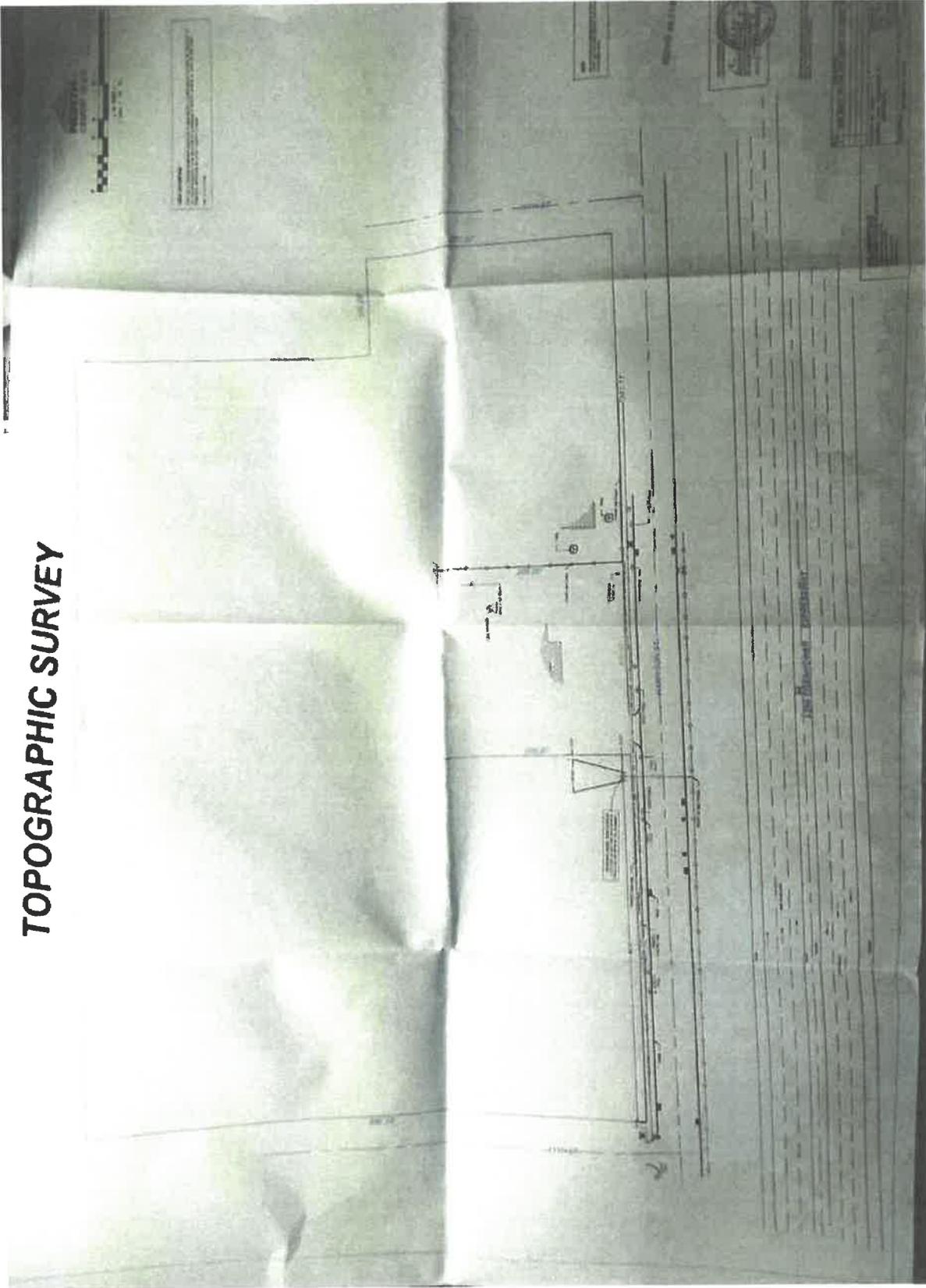
10.00

APPROPRIATION FOR THE...
TO THE...
11-26-88

MAIL TO: ZUIKEY P. HASKIN GUTHER
77 W. WASHINGTON
Chicago, IL 60622
OR RECORDER'S OFFICE BOX NO. BOX 533

RECORDED BY: W.D. HARRISON
DOCUMENT NUMBER: 25703093

TOPOGRAPHIC SURVEY



August 17, 2018

Background on Optical Measurements and Calculations

Watchfire Signs has manufactured outdoor electric signs since 1932 and led signs since 1996. We have more than 50,000 led signs in operation worldwide.

Incandescent signs were commonly measured using illuminance measurements, partly because the light bulb is ideally a point source of light, illuminating equally in all directions, and illuminance meters are commonly available and inexpensive. Foot-candle measurements are made at a defined distance from the sign and the magnitude depends on the physical size of the sign.

LED signs are highly directional however, which is an advantage in an urban setting since the light can be directed more precisely to the intended audience. Luminance measurements have been used to specify LED signs by the industry. The candela per square meter (NITs) unit allows a specification that does not depend on size or viewing distance.

The study done on the sign adjacent to a residential area used actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations are then scaled up to the size of the sign and the distance corrections are made using the inverse square law.

Watchfire adopted brightness standards set forth by both the ISA (International sign Association) and OAAA (Outdoor Advertising Association of America). The standards used are based on the studies of Dr. Lewin and the IESNA (Illuminating Engineering Society of North America).

Below is a list of some of the measurement equipment used by Watchfire engineers.

Equipment used by Watchfire engineers to make lighting measurements:

Foot-candles/Lux - Minolta Illuminance Meter T-10
NITs/candela/sq. m - Minolta Luminance Meter LS-100
Sign Calibration - Minolta CS-1000 Spectra radiometer

SIGN LIGHTING STUDY

Sign Details

Size: 20' x 60' Digital Billboard

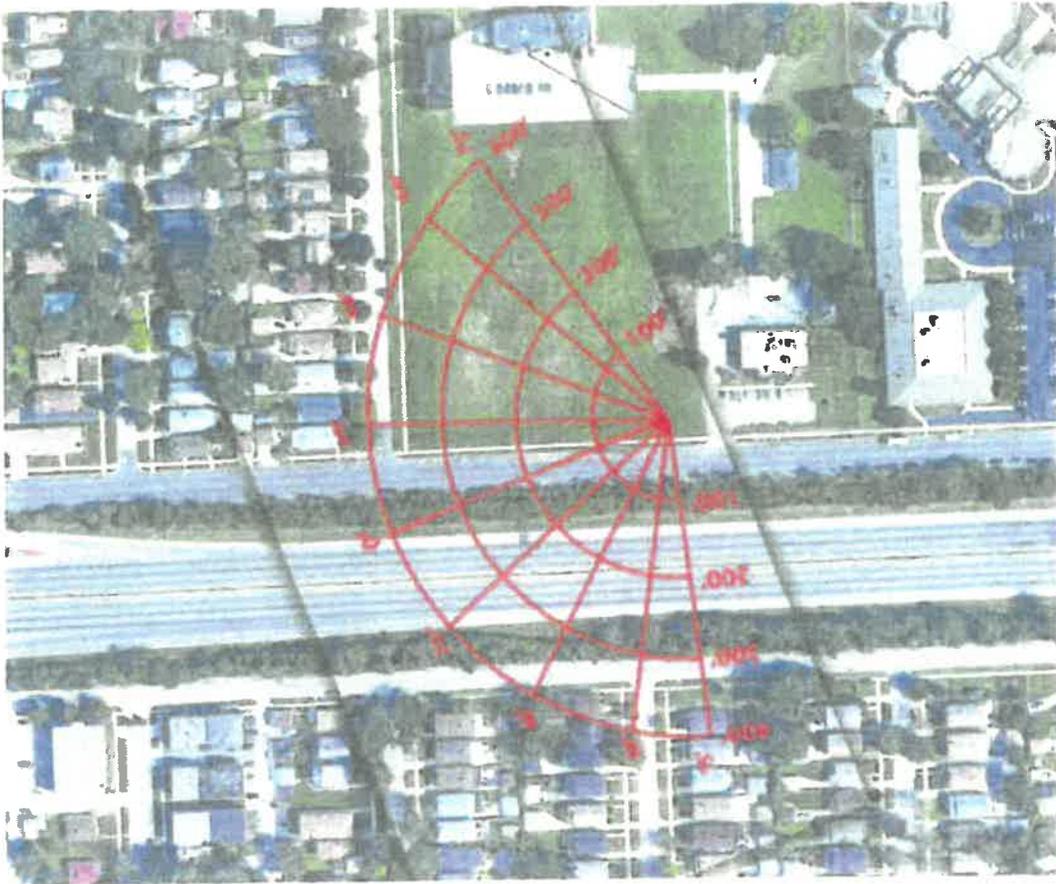
Location: #1 52°17.83, #7 90°49 08

Light measurements are completed in foot-candles. A foot-candle is the amount of light produced by a single candle when measured from 1 foot away. For reference, a 100-watt light bulb produces 137 foot-candles at 1 foot away, .0548 foot-candles at 50 feet and .0137 foot-candles at 100 feet.

The table represents the total increase in ambient light produced by the sign under normal or typical operation at night. The OAAA (Outdoor Advertising Association of America) recommends a billboard of this size, not exceed 0.3 foot-candle above existing ambient light levels, at 250'. The table indicates the light output of the proposed billboard to be far less than the recommendation. The ambient light increases will be less than shown in the chart since they fail to consider any objects blocking the line of site to the sign. Obstructions such as trees would further reduce real world overall ambient light increases. In addition to obstructions any existing light within the viewing cone will further diminish any light increase.

	0 degrees	20 degrees	40 degrees	60 degrees	75 degrees
100'	0.8883	0.7326	0.4948	0.2238	0.0444
200'	0.2221	0.1832	0.1237	0.0560	0.0111
300'	0.0987	0.0814	0.0550	0.0249	0.0049
400'	0.0555	0.0458	0.0309	0.0140	0.0028

Light values in foot-candles at night under typical operation





Conclusion

The Preceding study is based on the horizontal viewing plane. As previously mentioned the study does not take in account for obstructions, such as trees and other objects within the viewing cone. The study does not account for the vertical viewing plane and the height of the billboard. Objects close to the structure will see little or no impact for the billboard.

Given the above comparisons and measurements, the area will see an almost undetectable difference in ambient light after installation of a billboard. Ambient light levels are more heavily impacted by street, building, and landscape lights than the increases produced by a billboard.

Ray Digby

office 800-637-2645 x5006 Fax 217-441-1020

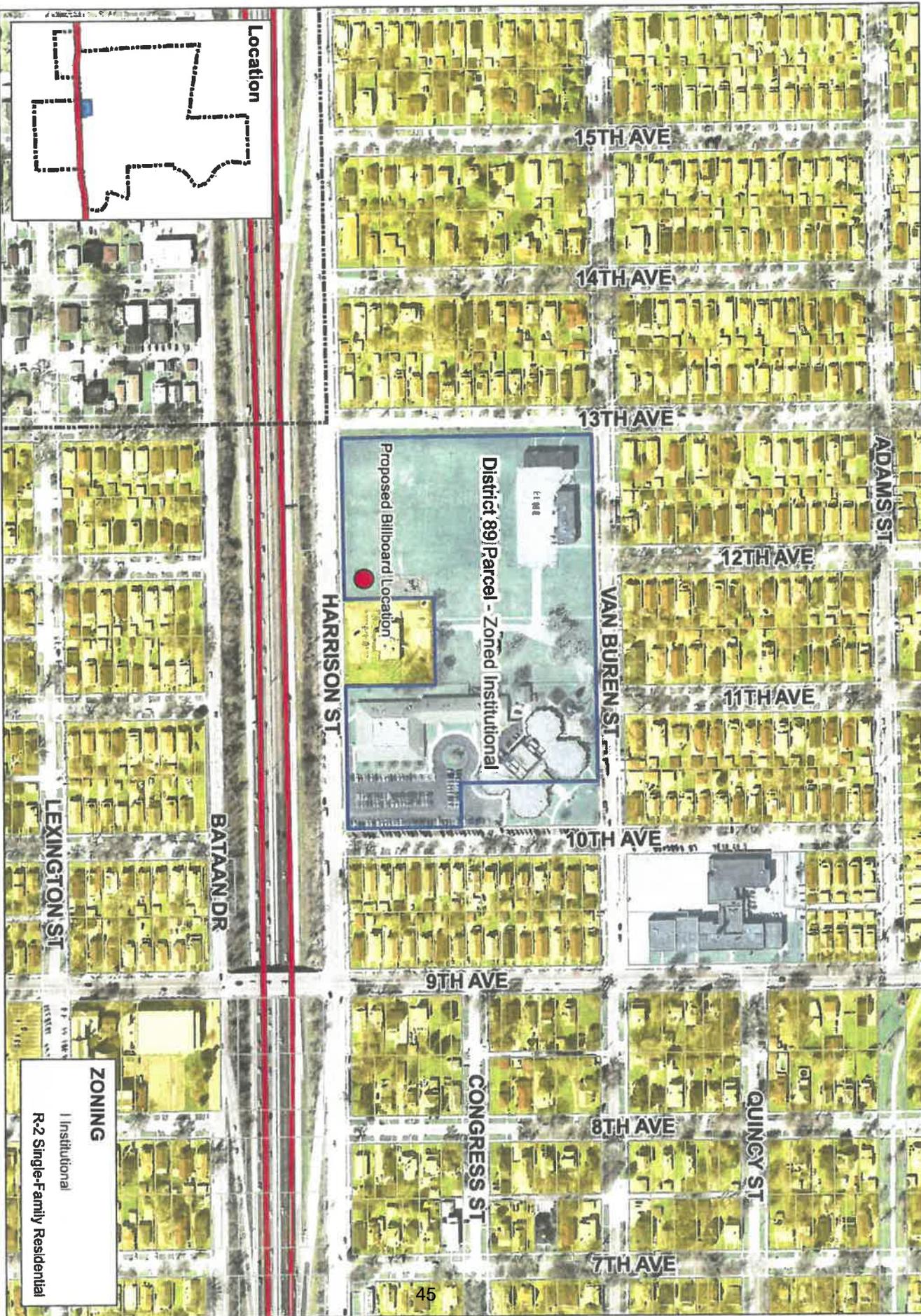
ray.digby@watchfire.com



Village of Maywood
Community Development

FHE, LLC Proposed Electronic Billboard - Location and Zoning

Map Created J.Koone 10/10/2018



ZONING

- I Institutional
- R-2 Single-Family Residential



OPERATING AGREEMENT

OF

FHE LLC

This agreement, dated February 1, 2019 made and entered February 9, 2019, FHE LLC, a limited liability company organized pursuant to the Michigan Limited Liability Company Act (the "Company"), James Parilli and Thomas Walsh, (the "Members").

In consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

ARTICLE ONE

DEFINED TERMS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Article One shall, for the purpose of this Agreement, have the following meanings:

"Affiliate" means, with respect to a specified Person, any Person that directly or indirectly controls, is controlled by, or is under common control with, the specific person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" means this Limited Liability Company Agreement of the Company, as amended, modified, supplemented or restated from time to time.

"Capital Account" means, with respect to any Member, the account maintained for such Member in accordance with the provisions of Section 4.4.

"Capital Contribution" means, with respect to any Member, the aggregate amount of money and the fair market value of any property (other than money) contributed to the Company pursuant to Section 4.1 with respect to such Member's interest.

"Certificate" means the Certificate of Formation of the Company and any and all amendments to the Certificate of Formation and restatements of the same filed on behalf of the Company with the office of the Secretary of State of the State of Illinois pursuant to the Illinois Act.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Agreement. A reference to a specific section of the code refers not only to such specific section but also to any correspondence provision of any federal tax statute enacted after the date of this Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

“Company” means **FHE** the limited liability company formed and continued under and pursuant to the Michigan Act and this Agreement.

“Covered Person” means a Member, any Affiliate of a Member, any officers, directors, shareholders, partners, employees, representatives or agents of a Member, or their respective Affiliates, or any employee or agent of the Company or its Affiliates.

“Fiscal Year” means: (i) the period commencing upon the formation of the Company and ending on December 31, 2019; (ii) any subsequent 12-month period commencing on January 1st and ending on December 31st; or (iii) any portion of the period described in clause (ii) of this sentence for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article Eight.

“Interest” means a Member’s limited liability company interest in the Company which represents such Member’s share of the profits and losses of the Company and a Member’s right to receive distributions of the Company’s assets in accordance with the provisions of this Agreement and the Illinois Act.

“Member” means **James Parrilli and Thomas Walsh** and includes any Person admitted as an Additional Member pursuant to the provisions of this Agreement, in such Person’s capacity as a member of the Company; “Member” means one or more of such Persons when acting in their capacities as members of the Company. For purpose of the Illinois Act, the Members shall constitute one class group of members.

“Net Cash Flow” means, for each Fiscal Year or other period of the Company, the gross cash receipts of the Company from all sources, but excluding any amounts, such as gross receipts taxes, that are held by the Company as a collection agent or in trust for others or that are otherwise not unconditionally available to the Company, less all amounts paid by or for the account of the Company during the same Fiscal Year or other period (including, but not limited to, payments of principal and interest on any Company indebtedness and expenses reimbursed to the Members under Section 5.2), and less any amounts determined by the Members to be necessary to provide a reasonable reserve for working-capital needs or any other contingencies of the Company. Net Cash Flow shall be determined in accordance with the cash receipts and disbursements method of accounting and otherwise in accordance with generally accepted accounting principles, consistently applied. Net Cash Flow shall not be reduced by depreciation, amortization, cost recovery deductions, depletion, similar allowances or other non-cash items, but shall be increased by any reduction of reserves previously established.

“Percentage Interest” means the Interest of a Member, expressed as a portion of one hundred percent, as shown on Schedule A.

“Person” includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

“Profits” and **“Losses”** means, for each Fiscal Year, an amount equal to the Company’s taxable income or loss for such Fiscal Year, determined in accordance with Section 703 (a) of the Code.

“Tax Matters Partner” has the meaning set forth in Section 11.1

“Treasury Regulations” means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including correspondence provisions of succeeding regulations).

Section 1.2. Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

ARTICLE TWO

FORMATION AND TERM

Section 2.1. Formation.

(i) The Members have formed the Company as a limited liability company under and pursuant to the provisions of the Michigan Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Michigan Act, except as otherwise provided in this Agreement

(ii) The name and mailing address of each Member and the amount attributed to the capital of the Company shall be listed on the attached Schedule A. The members shall be required to update Schedule A from time to time as necessary to accurately reflect the information in the schedule. Any amendment or revision to Schedule A made in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

(iii) **James Parrilli** as an authorized person within the meaning has executed, delivered and filed the Certificate.

Section 2.2. Name. The name of the Company is **FHE LLC**. The business of the company may be conducted upon compliance with all applicable laws under any other name designated upon by the Members.

Section 2.3. Term. The term of the company shall commence on the date the Certificate is filed in the office of the Secretary of State of the State of Michigan and shall continue perpetually, unless the Company is dissolved before such date in accordance with the provisions of this Agreement. The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate in the manner required by the Michigan Act.

Section 2.4. Registered Agent and Office. The Company's registered agent and office in the State of Michigan shall be **James Parrilli**. At any time, the Members may designate another registered agent or registered office.

Section 2.5. Principal Place of Business. The principal place of business and mailing address of the Company shall be Post Office Box 485, New Buffalo Berrien County, Michigan 49117. At any time, the Members may change the location of the Company's principal place of business.

Section 2.6. Qualification in Other Jurisdictions. The Members shall, if required by law or if deemed advisable by the Members, cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business. **James Parrilli**, as an authorized person within the meaning of the Michigan Act, shall execute, deliver and file any certificates (and any amendments or restatements of such certificates) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

ARTICLE THREE

PURPOSE AND POWERS OF THE COMPANY

Section 3.1. Purpose. The company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Michigan Act engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing, including, but not limited to, acquiring, holding, managing, operating and disposing of securities of corporation, partnerships, limited liability companies and trusts.

Section 3.2. Powers of the Company.

(i) The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance to the purpose set forth in Section 3.1, including, but not limited to the power:

(a) To conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Illinois Act in any state, territory, district, or possession of the United States, or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(b) To acquire by purchase, contribution of property or otherwise, own, hold, operate, maintain, finance, sell, convey, transfer, or dispose of any securities or other personal property that may be necessary, convenient or incidental to the accomplishment of the purpose of the company;

(c) To enter into, perform and carryout contracts of any kind, including, but not limited to, contracts with any Member, any Affiliate of a Member or any agent of the Company necessary to, in connection with, convenient to, or incidental to the accomplishment of the purpose of the Company;

(d) To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general of limited partnerships (including but not limited to, the power to be admitted as a partner and to exercise the rights and perform the duties created by such partnerships), trust, limited liability companies including, but not limited to, the power to be admitted as a member or appointed as a manager and to exercise the rights and perform the duties created by such admission or appointment), or individuals or direct obligations of the Unite States or of any government, state, territory, government district or municipality or of any instrumentality of any of them;

(e) To lend money for its proper purpose, to invest and reinvest its funds, to take hold real and personal property for the payment of funds so loaned or invested;

(f) To sue and be sued, complain and defend, and participate in administrative or other proceedings, in its name;

(g) To appoint employees and agents of the agents of the Company, and define their duties and fix their compensation;

(h) To indemnify any Person in accordance with the Illinois Act and to obtain any and all types of insurance;

(i) To cease its activities and cancel its Certificate;

(j) To negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets of the Company;

(k) To borrow money and issue evidence of indebtedness, and to secure the same

by a mortgage, pledge or other lien on the assets of the Company;

(l) To pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company to hold such proceeds against the payment of contingent liabilities; and

(m) To make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

(ii) The Company may merge with, or consolidate into, another Illinois limited liability company or other business entity (as defined in 805 ILCS 180/37-15) upon the approval of all of the Members.

ARTICLE FOUR

CAPITAL CONTRIBUTIONS; INTERESTS;

CAPITAL ACCOUNTS; ADVANCES

Section 4.1 Capital Contributions.

(i) The Members have contributed or is deemed to have contributed to the capital of the Company the amount set forth opposite the Member's name on the attached Schedule A. The agreed value of the Capital Contributions made or deemed to have been made by each Member shall be set forth on Schedule A.

(ii) No member shall be required to make any additional capital contributions to the Company. However, a Member may make additional capital contributions to the Company with the written consent of all of the Members.

Section 4.2. Members Interest. A Member's Interest shall for all purposes be personal property. A Member has no interest in specific Company property.

Section 4.3. Status of Capital Contributions.

(i) Except as otherwise provided in this Agreement, the amount of a Member's Capital Contributions may be returned to it, in whole or in part, at any time, but only with the consent of all of the Members. Any such returns of Capital Contributions shall be made to all Members in proportion to the Percentage Interests. Notwithstanding the foregoing, no return of a Member's Capital Contributions shall be made if such contribution would violate applicable state law. Under circumstances requiring a return of any Capital Contribution, no Member shall have the right to demand or receive property other than cash, except as may be specifically provided in this Agreement.

(ii) No member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the

Company or otherwise in its capacity as a Member, except as otherwise specifically provided in this Agreement.

(iii) Except as otherwise provided in this Agreement and by applicable state law, the Members shall be liable only to make their capital contributions pursuant to Section 4.1, and no Member shall be required to lend any funds to the Company or, after a Member's Capital Contributions have been fully paid pursuant to Section 4.1, to make any additional capital contributions to the Company. No Member shall have any personal liability for the repayment of Capital Contribution of any other Member.

Section 4.4 Capital Accounts.

(i) An individual Capital Account shall be established and maintained for each Member.

(ii) The Capital Account of each Member shall be maintained in accordance with the following provisions:

(a) To such Member's Capital Account there shall be credited such Member's Capital Account there shall be credited such Member's Capital Contributions (consisting of cash or the fair market value of any property net of any liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the code); such Member's distributive share of Profits; and such Member's distributive share of other items of income, gain or credits; and

(b) To such Member's Capital Account there shall be debited the amount of cash and the fair market value of the property distributed by the Company to such Member (net of liabilities secured by such distributed property which the Member is considered to assume or take subject to under Section 752 of the Code); such Member's distributive share of other items of loss or deduction.

Section 4.5. Advances. If any Member shall advance any funds to the Company in excess of its Capital Contributions, the amount of such advance shall neither increase its Capital Account nor entitle it to any increase in its share of the distributions of the Company. The amount of any such advance shall be a debt obligation of the Company to such member and shall be subject to such terms and conditions acceptable to the Company and each Member. Any such advance shall be payable and collectible only out of Company assets, and the other members shall not be personally obligated to repay any part of such advance. No Person who makes any no recourse loan to the Company shall have or acquire, as a result of making such loan, any direct or indirect interest in the profits, capital or property of the Company, other than as a creditor.

ARTICLE FIVE

MEMBERS

Section 5.1. Powers of Members. The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Agreement and the Illinois Act.

Section 5.2. Reimbursements. The Company shall reimburse the Members, for all ordinary and necessary out-of-pocket expenses incurred by the Members on behalf of the Company. Such reimbursement shall be treated as an expense of the Company that shall be deducted in computing the Net Cash Flow and shall not be deemed to constitute a distributive share of Profits or a distribution or return of capital to any Member.

Section 5.3. Partition. Each Member waives any and all rights that it may have to maintain an action for partition of the Company's property.

Section 5.4. Resignation. A Member may not resign from the Company without the written consent of all the other Members.

ARTICLE SIX

MANAGEMENT

Section 6.1. Management of the Company.

(i) In accordance with 805 ILCS 180/15-1, management of the company shall be vested in the Member. Except as otherwise provided in this Agreement, whenever this Agreement requires or permits actions to be taken by the Members, the decision by Members owning more than 50% of the Percentage Interests shall control.

(ii) The Members shall have full, exclusive and complete discretion to manage the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take such actions as they deem necessary or appropriate to accomplish the purpose of the Company as set forth in this Agreement. There shall not be a "manager" (within the meaning of the Illinois Act) of the Company.

(iii) With respect to third parties, each Member is an agent of the Company's business, and each Member may bind the Company. If a Member binds the Company, but did not have the authority to so act under this Agreement (including by failing to obtain necessary consents from other Members), in addition to any other remedy (at law or in equity) that may be available against such Member, such Member shall be liable for all damages caused by breaching this Agreement.

Section 6.2. Reliance by Third Parties. Any Person dealing with the Company or any Member may rely upon a certificate signed by any Member as to:

(i) The identity of a Member;

(ii) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the Members or in any other manner germane to the affairs of the Company;

(iii) The Persons who are authorized to execute and deliver any instrument or document of, or on behalf of, the Company; or

(iv) Any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member.

ARTICLE SEVEN

AMENDMENTS AND MEETINGS

Section 7.1. Amendments. Any amendment to this Agreement shall be adopted and be effective as an amendment to the Agreement if it receives the affirmative vote of all of the Members, provided that such amendment be in writing and executed by all of the Members.

Section 7.2. Meetings of the Members.

(i) Meetings of the Members may be called at any time by any Member. Notice of any meeting shall be given to all Members not less than 3 days no more than 10 days prior to the date of such meeting. Each Member may authorize any Person to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or its attorney-in-fact.

(ii) The Members shall establish all other provisions relating to the meetings of Members, including notice of the time, place or purpose of any meeting at which any matter is to be voted on by any Members, waiver of any such notice, action by consent without a meeting, the establishment of a record date, quorum requirements, voting in person or by proxy or any other matter with respect to the exercise of any such right to vote.

(iii) The Company may take any action contemplated by this Agreement as approved by the unanimous written consent of the Members.

ARTICLE EIGHT

ALLOCATIONS

Section 8.1. Profits and Losses.

(i) Subject to the allocation rules of Section 8.2, Profits for any Fiscal Year shall be allocated among the Members in proportion to the Percentage Interests.

(ii) Subject to the allocation rules of Section 8.2, Losses for any Fiscal Year shall be allocated among the Members in proportion to the Percentage Interests.

Section 8.2. Allocation Rules.

(i) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined by the Members using any method that is permissible under Section 706 of the Code and the Treasury Regulations under that Section.

(ii) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits and Losses for the Fiscal Year in question.

(iii) The Members are aware of the income tax consequences of the allocations made by this Article Eight and agree to be bound by the provisions of this Article Eight in reporting their shares of Company income and loss for income tax purposes.

(iv) The Members intend that the allocation provisions set forth in this Agreement are intended to comply with Section 704 (b) of the Code and the Treasury Regulations issued under that Section and the provisions are to be interpreted in a manner consistent with those Treasury Regulations.

Section 8.3. Tax Allocations; Section 704 (c) of the Code. In accordance with Section 704 (c) of the Code and the Treasury Regulations under that Section, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial fair market value.

ARTICLE NINE

DISTRIBUTIONS

Section 9.1. Net Cash Flow. Except as otherwise provided in Article Fifteen (relating to the dissolution of the Company), any distribution of the Net Cash Flow during any Fiscal Year shall be made to the Members in proportion to the Percentage Interests.

Section 9.2. Distribution Rules. All distributions pursuant to Section 9.1 shall be at such times and in such amounts as shall be determined by the Members.

Section 9.3. Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate (citation to relevant provision of state limited liability company statute) or other applicable law.

ARTICLE TEN

BOOKS AND RECORDS

Section 10.1. Books, Records and Financial Statements.

(i) At all times during the continuance of the Company, the Company shall maintain, at its principal place of business, separate books of account for the Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent with such principles, in accordance with this Agreement and of the Certificate, shall at all times be maintained at the principal place of business of the Company and shall be open to inspection and examination at reasonable times by each Member and its duly authorized representative for any purpose reasonably related to such Member's interest in the Company.

(ii) The Members shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Company. The Members shall prepare and file, or cause to be prepared and filed, all applicable federal and state tax returns.

Section 10.2. Accounting Method. For both financial and tax reporting purposes and for purposes of determining Profits and Losses, the books and records of the Company shall be kept on the cash or accrual method of accounting applied in a consistent manner and shall reflect all Company transactions and be appropriate and adequate for the Company's business.

Section 10.3. Annual Audit. At any time at a Member's sole discretion, the financial statements of the Company may be audited by an independent certified public accountant, selected by such Member, with such audit to be accompanied by a report of such accountant containing its opinion. The cost of such audits will be an expense of the Company. A copy of any such audited financial statements and accountant's report will be made available for inspection by the Members.

ARTICLE ELEVEN

TAX MATTERS

Section 11.1. Tax Matters Partner.

(i) **James Parrilli** is designated as "Tax Matters Partner" of the Company for purpose of Section 6231 (a) (7) of the Code. **FHE, LLC** may choose a forum for the resolution of tax matters or extend any statute of limitation without the written consent of all of the Members.

(ii) The tax Matters Partner shall, within 20 days of the receipt of any notice from the International Revenue Service in any administrative proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction, mail or otherwise deliver a copy of such notice to each Member.

Section 11.2. Taxation a Sole Proprietorship. The Company shall be treated as a sole proprietorship for U.S. federal income tax purposes.

ARTICLE TWELVE

LIABILITY; EXCULPATION; INDEMNIFICATION

Section 12.1. Liability. Except as otherwise provided by the Illinois Act, the debts, obligations and liabilities of the Company, whether arising in a contract, tort or otherwise, shall be solely in the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person.

Section 12.2. Exculpation.

(i) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(ii) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements presented to the Company by any Person's professional or expert competence and who has been selected with responsible care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits, Losses or Net Cash Flow or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

Section 12.3. Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and related liabilities to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties to replace such other duties and liabilities of such Covered Person.

Section 12.4. Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered

Person by reason of gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 12.4 shall be provided out of and to the extent Company assets only, and no Covered Person shall have any personal liability on account of the same.

Section 12.5. Expenses. To the fullest extent permitted by applicable law, expenses, (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 12.4.

Section 12.6. Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Members shall, in its sole discretion, deem reasonable, on behalf of Covered Persons and such other Persons as the Members shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. The Members and the Company may enter into indemnity contracts with Covered Persons and such other Persons as the Members shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 12.5 and containing such other procedures regarding indemnification as are appropriate.

Section 12.7. Outside Businesses. Any Member or Affiliate of a Member may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Members shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. No Member or Affiliate of a Member shall be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Member or Affiliate of a Member shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

ARTICLE THIRTEEN

ADDITIONAL MEMBERS

Section 13.1. Admission. By approval of all of the Members, the Company is authorized to admit any Person as an additional member of the Company (each, an "Additional Member" and collectively, the "Additional Members"). Each such Person shall be admitted as an Additional Member at the time such Person; (i) executes this Agreement or a counterpart of this Agreement; and (ii) is named as a Member on the attached Schedule A. The legal fees and expenses associated with such admission shall be borne by the Company.

Section 13.2. Allocations. Additional Members shall not be entitled to any retroactive allocation of the Company's income, gains, losses, deductions, credits or other items; provided that, subject to the restrictions of Section 706 (d) of the Code, Additional Members shall be entitled to their respective share of the Company's income, gains, losses, deductions, credits and other items arising under contracts entered into before the effective date of the admission of any Additional Members to the extent that such income, gains, losses, deductions, credits and other items arise after such effective date. To the extent consistent with Section 706 (d) of the Code and Treasury Regulations promulgated under that Section, the Company's books may be closed at the time Additional Members are admitted (as though the Company's tax year had ended) or the Company may credit to the Additional members pro rata allocations of the Company's income, gains, losses, deductions, credits and items for that portion of the Company's Fiscal Year after the effective date of the admission of the Additional Members.

ARTICLE FOURTEEN

ASSIGNABILITY AND SUBSTITUTE MEMBERS

Section 14.1. Assignability of Interests. No Member may assign the whole or any part of its Interests.

Section 14.2. Recognition of Assignment by Company. No assignment or pledge of any Interest, or any part of an Interest, that is in violation of this Article Fourteen shall be valid or effective, and neither the Company nor the Members shall recognize the same for the purpose of making distributions pursuant to this Agreement. Neither the Company nor the Members shall incur any liability as a result of refusing to make any such distributions to the assignee of any such invalid assignment.

Section 14.3. Pledge. No Member may pledge or otherwise encumber the whole or any part of its Interests.

ARTICLE FIFTEEN

DISSOLUTION, LIQUIDATION AND TERMINATION

Section 15.1. No Dissolution. The Company shall not be dissolved by the admission of Additional Members in accordance with the terms of this Agreement.

Section 15.2. Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

- (i) The expiration of the term of the Company, as provided in Section 2.3;
 - (ii) The written consent of all Members;
 - (iii) The death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event under the Illinois Act that terminates the continued membership of a Member in the Company unless, within 30 days after the occurrence of such an event, all of the remaining Members agree in writing to continue the business of the Company; or
 - (iv) The entry of a decree of judicial dissolution under 805 ILCS 180/35-1 (4),
- (5).

Section 15.3. Liquidation. Upon dissolution of the Company, the Members shall carry out the winding up of the Company and shall immediately commence to wind up the Company's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Members shall continue to share Profits and Losses during liquidation in the same proportions, as specified in Article Eight, as before liquidation. The proceeds of liquidation shall be distributed in the following order and priority:

- (i) To creditors of the Company, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment); and
- (ii) To the Members in accordance with their Capital Account balances, after giving effect to all contributions, distributions and allocations for all periods.

Section 15.4. Termination. The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article Fifteen and the Certificate shall have been canceled in the manner required by the Act.

Section 15.5. Claims of the Members. The Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members shall have no recourse against the Company or any other Member.

ARTICLE SIXTEEN

MISCELLANEOUS

Section 16.1. Notices. Whenever notice is required to be given to Members or officers, unless otherwise provided by Illinois law, the Articles of Organization or Operating Agreement, such notice may be given in person, or by telephone, facsimile transmission or by air or private carrier overnight delivery. If such notice is by mail, it shall be sent postage prepaid by first class United States mail or by registered or certified United States mail, return receipt requested. (i) If given to the Company, at the address in Section 2.5 of this Agreement; or

(ii) If given to any Member, at the address set forth opposite its name on the attached Schedule A, or at such other address as such Member may designate in the future by written notice to the Company.

All such notices shall be deemed to have given at the earliest of the following:

- (a) When received
- (b) Five days after its deposit in the United States mail if sent first class, postage prepaid; or
- (c) On the date on the return receipt, if sent by registered or certified United States mail, return receipt requested, postage prepaid, and the receipt is signed by or on behalf of the addressee.

Section 16.2. Failure to Pursue Remedies. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 16.3. Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. The rights and remedies given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

Section 16.5. Interpretation. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. All references in this Agreement to "Articles," "Sections" and "Paragraphs" shall refer to corresponding provisions of this Agreement.

Section 16.6. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and

this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

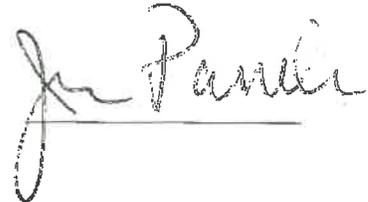
Section 16.7. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 16.8. Integration. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter of this Agreement and supercedes all prior agreements and understandings pertaining to such subject matter.

Section 16.9. Governing Law. This Agreement and the rights of the parties under this Agreement shall be interpreted in accordance with the laws of the State of Illinois, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

In witness, the parties have executed this agreement the day and year first above written.

James Parrill

A handwritten signature in cursive script, appearing to read "James Parrill", written over a horizontal line.

Thomas Walsh

A handwritten signature in cursive script, appearing to read "Thomas Walsh", written over a horizontal line.

EXHIBIT A

<u>Name of Each Member</u>	<u>Capital Contribution</u>	<u>Number of Units</u>
James Parrilli	100	1
Thomas Walsh	100	1

Mailing address: P.O Box 485, New Buffalo, Berrien County, Michigan 49117

**Electronic Billboard Sign Agreement
By and Between the Village of Maywood and FHE, LLC**

This Electronic Billboard Sign Agreement ("Sign Agreement") is dated _____, 2020 and entered into between Village of Maywood, an Illinois municipal corporation (Village) and FHE, LLC, (FHE) a Michigan Corporation, for purposes of regulating the impacts related to, access to, installation, maintenance and operation of an electronic billboard (the "Billboard") on a portion of the real estate commonly known as north-side of Harrison Street between 10th and 13th Avenues in the Village of Maywood, County of Cook, Illinois (the "Subject Property") at the location designated in the attached Survey dated _____, 20____, which is marked as Exhibit "A" and made a part hereof ("Billboard Location").

School District 89 is the fee simple owner of the Billboard Location. FHE has entered into a lease agreement with School District 89 for the installation, maintenance and operation of the Billboard at the Billboard Location. FHE desires to enter into this Sign Agreement with the Village for purposes of installing, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising signs and related equipment, including without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as may be installed on, placed on or affixed to the Billboard or the Subject Property (collectively the "Structures").

1. This Sign Agreement includes all necessary rights of ingress and egress to access the Structures, to the extent such ingress and egress is controlled by the Village.
2. Prior to the issuance of a building permit(s) for installation of the Billboard, including any of the Structures, from the Village's Building Department, FHE shall deposit an amount equal to Twenty Five Thousand and No/100 Dollars (\$25,000.00) as a one-time "Installment/Impact Fee" into a non-interest bearing escrow account with Village attorneys Klein, Thorpe and Jenkins, Ltd. ("Escrowee"). Upon completion of the installation of the Billboard and its related Structures in accordance with all applicable Village codes, ordinances and regulations, as determined and confirmed in writing by the Village's Code Enforcement Department with the issuance of certificate of compliance, the Escrowee shall release to the Village the full amount of the escrowed Installment/Impact Fee funds. In the event either the Village President and Board of Trustees, School District 89, or the Illinois Department of Transportation does not approve the Billboard, or if no building permit is issued by the Village within six (6) months of the deposit of the Installment/Impact Fee funds with the Escrowee, or for any other reason prior to issuance of a final certificate of compliance by the Village, the FHE may submit a written notification to the Escrowee and the Village Manager stating that it is terminating its efforts to install the Billboard and/or that it withdraws its application for the Billboard, and may request release of the escrowed Installment/Impact Fee funds back to it. Upon receipt of such written notice, the Escrowee shall promptly return the escrowed Installment/Impact Fee funds to FHE, and all rights of FHE to erect the proposed Billboard at the Billboard Location shall terminate.
3. The Village will hold a public hearing relative to the proposed Billboard and its Structures, pursuant to Section 153.04 (REGULATIONS APPLICABLE TO ELECTRONIC BILLBOARDS) of the

Maywood Village Code. FHE acknowledges and understands that electronic billboards are only allowed within the Village upon approval of the Village President and Board of Trustees, in their sole discretion. FHE shall provide written notice of the date, time and location of the public hearing, which notice shall also contain a concise explanation of the purpose of the public hearing, the content of FHE's billboard application and the relief sought by FHE, to the taxpayers of record (as shown in the then-current Cook County Assessor's public records) and property owners/occupants who reside within an area surrounding the Subject Property on which the Billboard will be located, as directed by the Village. The written notice of the public hearing shall be delivered either by personal delivery or by United States Certified Mail with Return Receipt Requested and Postage Prepaid. FHE shall provide a signed affidavit verifying compliance and completion of delivery of the public hearing notice and specifying the method of delivery of the notices.

4. Issuance of a building permit for the Billboard pursuant to this Sign Agreement and direction from and approval by the Village President and Board of Trustees is authorized only upon confirmation by the Village that the Billboard will comply with all Village Codes and regulations, and of ongoing compliance by FHE with all terms and conditions set forth herein.
5. Prior to commencement of operation of the Billboard, FHE will install and maintain, in good condition and free from litter and other debris, an aesthetically pleasing circular brick paver planter or other landscaping approved by the Village Manager surrounding the column pipe at its base.
6. FHE shall be responsible for and shall maintain the Billboard and its related Structures, including advertising copy, in a safe, clean and orderly condition. FHE shall not allow any graffiti to remain on the Billboard or related Structures. Any failure to correct maintenance deficiencies shall be deemed a default under the terms of this Billboard Agreement.
7. Except as otherwise provided in the lease between the FHE and School District 89, FHE shall pay all real property taxes, all insurance premiums, electric, utility and other bills or liens incurred as a result of FHE's use of the Billboard Location during the term of this Billboard Agreement. FHE shall also pay School District 89, both before and after erection of the Billboard, all funds it owes the School District pursuant to their separate lease.
8. FHE shall obtain the approval of the Illinois Department of Transportation for the Billboard, keep in good standing with School District 89 and the terms of its lease with School District 89 for the Billboard Location, and shall comply with all laws, regulations and ordinances applicable to installing, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising signs and related equipment, including without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories pertaining to the Billboard or its related Structures, the Subject Property and FHE's use of the Subject Property.
9. No distilled spirit advertisements, gentlemen's clubs or morally objectionable advertising copy or picture(s) shall be displayed on the Billboard. FHE agrees to comply with any notice from the Village that objects to prohibited content posted on the Billboard or any morally

objectionable advertising copy or picture(s) and shall immediately cease displaying such copy or picture(s) on the Billboard.

10. FHE shall periodically and upon request, at no cost to the Village, provide community event and public service announcement advertising for the Village of Maywood on the Billboard and post amber alerts on the Billboard.
11. FHE shall defend, indemnify and hold harmless the Village and its officers, current/past/future appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") from and against any and all causes of action, lawsuits, liabilities, obligations, claims, damages, penalties, attorney's fees, litigation costs and expenses brought by or awarded to any person, including but not limited to personal injuries, illness, death or copyright, trademark, service mark or other intellectual property rights, arising from or related to the installation, maintenance and operation of the Billboard and its related Structures, the condition of the Subject Property or the acts or omissions of FHE and its employees, contractors, advertising partners, agents or licensees.
12. This Sign Agreement is binding upon the heirs, assigns and successors of both Village and FHE. In the event of any change of ownership of the Subject Property or of the Billboard, FHE agrees to notify the Village promptly of such change.
13. Any notice to any party under this Sign Agreement shall be in writing by overnight delivery service, or by certified mail, directed to the address specified immediately below the signature lines of this Agreement, and shall be effective, if by overnight delivery service, on the date after placed with the overnight delivery service, or if by certified mail, two days after mailing. Notice to the Escrowee shall be directed to Klein, Thorpe and Jenkins, Ltd., Attn: Michael Jurusik, 20 North Wacker Drive, Suite 1660, Chicago, Illinois 60606.
14. If lawsuit is brought by any party to this Sign Agreement because the other party breached this Sign Agreement, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.
15. Neither Village nor FHE shall be bound by any terms, conditions or oral representations that are not set forth in this Sign Agreement or a Resolution of the Village President and Board of Trustees of the Village approving the Billboard. This Sign Agreement and approving Resolution represent the entire agreement of Village and FHE with respect to the Billboard and related Structures and their installation at the Billboard Location.
16. FHE, at its sole cost and expense, shall remove the Billboard and related Structures from the Billboard Location within thirty (30) days of termination of its lease with School District 89, or cessation of operation of the Billboard. This Sign Agreement will terminate in the event that the lease with School District 89 is terminated or FHE ceases to operate the Billboard, except that the defense, indemnification and hold harmless obligations of Section 10 above shall remain in effect for two (2) calendar years after the date of lease termination or removal of the Billboard.

17. During the term of this Agreement, FHE agrees to maintain the below insurance coverages and shall have the Village and the Village Affiliates expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates covering its defense, indemnification and hold harmless obligations set forth in Section 10 above. FHE shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:
 - a. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 in the aggregate
 - b. Umbrella Coverage – \$3,000,000
 - c. Property Damage – \$500,000 per occurrence
 - d. Workers' Compensation – Statutory
 - e. Surety Bond for removal of Billboard - \$200,000

FHE shall furnish certificates of insurance, with premiums paid in full, prior to the effective date of this Billboard Agreement, copies of which are incorporated herein and attached hereto as Exhibit "B" and made a part hereof. FHE's policy or policies of insurance shall specifically recognize and cover FHE's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. FHE's insurance coverages shall be primary to the Village's own insurance coverages, and any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of FHE's insurance coverages. All certificate(s) of insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village." In the event of the cancellation of any insurance policy required herein, or upon FHE's failure to procure said insurance, the Village shall have the right to immediately terminate this Billboard Agreement.

18. The Parties agree that for purposes of any lawsuit(s) between them concerning the subject matter of this Sign Agreement, and all questions of construction, interpretation, enforcement hereof, that all such controversies shall be governed by the statutory and common law of the State of Illinois; venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the jurisdiction of said Court for any such proceedings or action.
19. Wherever possible each provision of this Sign Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Sign Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Sign Agreement.
20. 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 Billboard Agreement, including the following:
 - a. Certification. FHE and its owners, members, officers, employees and agents certify that they are not barred from entering into this Billboard 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. FHE and its officers, corporate authorities, employees and agents further certify by signing this Billboard Agreement that FHE and its owners, members, officers, 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 FHE or its owners, members, officers, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any such person been so convicted nor made such an admission.

- b. Non-Discrimination. FHE and its owners, members, officers, 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. FHE 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)). FHE certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. FHE certifies that it agrees to comply with Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).
- c. Illinois Freedom of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, FHE and its owners, members, officers, employees and agents must maintain and make available to the Village, upon request, their records relating to the performance of this Billboard Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the FOIA.

21. The Village, in its discretion, may record a fully executed certified copy of this Sign Agreement against title to the Subject Property by filing it with the Cook County Recorder of Deeds.

FHE, LLC

Village of Maywood

By: _____
_____(Name)
Authorized Member

By: _____
Edwenna Perkins
Village President

Address:
FHE, LLC
9870 Greenwood Avenue
Attn: Jim Parrilli, Registered Agent
Union Pier, Michigan 49129
Phone: 269-469-5014

Address:
Village of Maywood
40 E. Madison Street
Attn: Village Manager
Maywood, Illinois 60153
Phone: 708-450-4050

Exhibit "A"

Survey dated _____, 20__ for the Billboard
Located at north-side of Harrison Street between 10th and 13th Avenues, Maywood, Illinois

(attached)

Exhibit "B"

FHE Insurance Certificate(s)

(attached)

F H E LLC

Village of Maywood
Compliance Officer
40 W Madison St
Maywood , Il 60153
Edgar Lara

September 8, 2010

Dear Mr Lara,

I am confirming with you that FHE has read the Billboard Ordinance 153.00 and have followed all the requirements that are listed for an electric billboard to be placed in the Village of Maywood

Our electric billboard that will be placed on School District 89's property, 1600 So. 10th avenue, along Harrison Street between 10th and 13th avenues will be in conformity to ordinance 153.00 and specifically as stated in 153.03 will be built according to the specifications I have include in our application .

Each side of the board will be 1200 Square feet as shown by our blueprint I have included . We will not allow display content that violates the villages policy and will have an ongoing maintenance program to prevent any issues that might arise . The light intensity has been addressed by our light document that was also presented in our application as presented by the manufacture of the billboard.

More specifically we agree to the requirements as stated in 153.04 of the ordinance that refers to display times with no message being displayed for less than ½ of a second and no message may be repeated at intervals of less than 2 second. No segmented message shall be displayed and no traveling message shall travel at a rate slower than 16 light columns per second or faster than 32 columns per second.

Thank You


Tom Walsh FHE llc

[Print](#)

Maywood, IL Code of Ordinances

CHAPTER 153: BILLBOARDS

Section

- 153.01 Definitions
- 153.02 When and where allowed
- 153.03 Regulations applicable to all billboards
- 153.04 Regulations applicable to electronic billboards

§ 153.01 DEFINITIONS.

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

BILLBOARD. A single or multi-faced outdoor advertising structure which is erected, maintained and used for the display of information or pictures unrelated to a business or other type of establishment which is located on the same premises as the sign. Such term shall not include signs erected or maintained on roofs, or signs attached to or painted upon the walls of buildings, which are separately regulated by the Zoning Ordinance of the Village of Maywood. The term **BILLBOARD** shall also not be held to include any sign displaying official notices issued by any court or public office.

ELECTRONIC BILLBOARD. A billboard whose message or messages are on triangular louvered facings and are changed by electronic rotation of the louvers (also known as Tri-Vision signs or multiple message signs); or whose message(s) may be changed, without moving parts, by electronic process through the use of moving or intermittent light or lights (also known as variable message signs).

INTERSTATE HIGHWAY. Any highway designated by the Illinois Department of Transportation and approved by the United States Department of Transportation as part of the National System of Interstate and Defense Highways.

(Ord. CO-2010-006, passed 4-15-2010)

§ 153.02 WHEN AND WHERE ALLOWED.

(A) Billboards, other than electronic billboards as defined herein, are allowed within the Village only where such billboard was legally in existence as of December 31, 2009.

(B) Electronic billboards are allowed within the Village only where such billboard was legally in existence as of December 31, 2009 or within 150 feet of an interstate highway in C-3 General Commercial, C-4 Town Center, and I Institutional Zoning Districts. No electronic billboards shall be allowed within 75 feet of the 1st Avenue right-of-way. The faces of all permitted electronic billboards must be directed at interstate highway traffic as opposed to traffic on other roadways within the Village. In conformance with Section 6-03 of the Highway Advertising Control Act of

1971 (225 ILCS 440/6.03), no 2 billboards located along the same side of an interstate highway or expressway may be erected less than 500 feet apart.

(Ord. CO-2010-006, passed 4-15-2010)

§ 153.03 REGULATIONS APPLICABLE TO ALL BILLBOARDS.

It shall be unlawful to construct, erect, locate or maintain any billboard except where the following requirements are met:

(A) *Construction.* Where construction of a billboard is authorized, the manner of construction, placement, materials used, and performance of any billboard shall comply with all applicable Village ordinances, codes, rules and regulations.

(B) *Light intensity.* Electronic billboards shall not be illuminated to a degree of brightness that is greater than necessary for adequate visibility, and shall not be permitted if they contain flashing or distracting movement, or if they cause a glare on the roadway. The Village shall have the right, but not the obligation, to require that the degree of brightness of the billboard be decreased to a level acceptable to the Village.

(C) *Size.* The maximum size of any billboard shall be 1,200 square feet.

(D) *Display content.* Billboards shall not display anything constituting a nuisance, as defined in this Code, any advertisements relating to distilled spirits, gentleman's clubs, or display any other morally objectionable message or picture.

(E) *Maintenance.* Any person who erects or maintains a billboard within the Village shall keep the entire structure in good repair and sanitary condition and shall not allow waste paper, garbage, debris or excessive weeds or other vegetation to accumulate or grow in or about the premises on which the same are erected or maintained.

(F) *Violations are public nuisance; abatement; removal.* If a billboard is installed or maintained that does not comply with the provisions of this section, it is declared to be a public nuisance. The owner/operator must remedy any violation within 3 days of notification by the Village that a violation exists, unless a longer period is agreed to by the Village. The owner/operator shall correct the violation or remove the sign at his or her own expense. Where violations are not corrected within the required time period, the Village may proceed to abate the nuisance and lien the property in accordance with §§ 92.22 and 92.23 of this Code of Ordinances.

(G) *Other standards apply.* These standards and regulations shall be in addition to any applicable construction, material and performance standards under this Code, regulations adopted under this Code, and the Zoning Ordinance of the Village of Maywood, that may also apply to billboards.

(Ord. CO-2010-006, passed 4-15-2010)

§ 153.04 REGULATIONS APPLICABLE TO ELECTRONIC BILLBOARDS.

It shall be unlawful to construct, erect, locate or maintain any electronic billboard in the Village except in conformance with the requirements of § 153.03 and where the following additional requirements are met:

(A) *Display times.* Electronic billboards display times shall be subject to the following limitations:

(1) Tri-Vision or multiple message signs must have a minimum display time of 6 seconds in a fixed position, and the louver rotation time to change a message shall be 1 second or less. Additionally, Tri-Vision or multiple message signs must contain a mechanism that will stop the sign in 1 position if a malfunction occurs.

(2) Variable message signs must not display any 1 message for less than 1/2 of a second, and no message may be repeated at intervals of less than 2 seconds. No segmented messages shall be displayed. No traveling message shall travel at a rate slower than 16 light columns per second or faster than 32 columns per second.

(B) *Village approval.* No electronic billboard may be erected in the Village without a public hearing and approval of the Village President and Board of Trustees. Application for erection of an electronic billboard shall be made by submitting information relative to the billboard to the Department of Community Development and payment of any fees relative to any zoning relief required prior to erection. Where no zoning relief is required, the public hearing may be held before the Village President and Board of Trustees following payment of an administrative fee of \$150. For all electronic billboard requests, the petitioning party is required to submit a deposit of \$2,500 to cover the Village's costs in considering placement of the electronic billboard, including the Village's engineering and attorney consulting fees relative to such consideration and approval. Any portion of the deposit that remains following approval or denial by the Village President and Board of Trustees of the electronic billboard request shall be returned to the petitioning party. The party petitioning for placement of an electronic billboard shall submit to the Village for consideration prior to the public hearing a photometric study related to the proposed billboard. Conversion of an existing non-electronic billboard to an electronic billboard shall be regarded as erection of a new billboard and any previously approved variations or special uses related to the existing non-electronic billboard shall not be applicable to the electronic billboard. The Village President and Board of Trustees may deny the placement of any electronic billboard where they determine that the placement will be detrimental to the Village and its residents based on any reason, including, but not limited to, aesthetic reasons, brightness, driver distraction or other safety reasons, and proximity to residential areas.

(Ord. CO-2010-006, passed 4-15-2010)

VILLAGE OF MAYWOOD

Warrant List #200498 through September 4, 2020

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

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
103145	ACCU-TRON COMPUTER SERVICE IN	COMPUTER CNSTLNG *AUG 2020	MANAGEMENT INFORMATION SYSTE	6,300.00
Total 103145:				6,300.00
103146	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 8/10-8/21/2020	POLICE & FIRE COMMISSION	800.00
Total 103146:				800.00
103147	ALL HANDS FIRE EQUIPMENT	FIR-ACCOUNTABILITY TAGE	FIRE	884.58
Total 103147:				884.58
103148	ALLIED WASTE SERVICES	P/U & GARBAGE DISPOSAL MAY 2020	WATER COLLECTIONS	154,895.00
Total 103148:				154,895.00
103149	AUTOMATIC CONTROL SERVICES	INVESTIGATE ELEVATED TANK	PUMP STATION OPERATIONS	256.50
Total 103149:				256.50
103150	AXON ENTERPRISE, INC	TASER AND CARTRIDGES *JAG GRANT	POLICE	15,992.00
Total 103150:				15,992.00
103151	BETTYE J. BROWN	VMO-TEMP RCPTIONIST 8/10-8/21	HUMAN RESOURCES	1,200.00
Total 103151:				1,200.00
103152	CARMEN RIVERA	REIMB.UNIFORM ITEMS PURCHASED	POLICE	5.99
Total 103152:				5.99
103153	CAZEAU 4S ENTERTAINMENT	SENIOR MUSICAL *8/28	SPECIAL EVENT REVENUE	500.00
Total 103153:				500.00
103154	CDS OFFICE TECHNOLOGIES	EQUIPMENT/PARTS *FORD INTERCEPTOR	POLICE	20,496.00
Total 103154:				20,496.00
103155	CITY OF CHICAGO-	ACCT#432533-432533 5/18-6/16/20	WATER COLLECTIONS	152,893.60
Total 103155:				152,893.60
103156	CLIFFE PRINTING COMPANY	POL PRINTING	POLICE	765.00
Total 103156:				765.00
103157	CRAIG BRONAUGH	FIR-511 KEY REPLACEMENT AND REMOTE	FIRE	86.54
103157	CRAIG BRONAUGH	511- REMOTE TRANSMITTER	FIRE	99.21
Total 103157:				185.75
103158	DIVERSE BUSINESS SOLUTIONS	CONSULTATION	POLICE	1,050.00
103158	DIVERSE BUSINESS SOLUTIONS	CONSULTATION	POLICE	1,225.00
Total 103158:				2,275.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
103159	EGO ENTERPRISE	SOUND SYSTEM - CENSUS EVENT	SPECIAL EVENT REVENUE	450.00
Total 103159:				450.00
103160	FAUST, INC.	POL UNIT 105 LIGHTING	POLICE	626.10
Total 103160:				626.10
103161	GEORGE GARMIN	REFURBISH PARK BENCHES	LAND & BUILDINGS	3,618.00
Total 103161:				3,618.00
103162	ILLINOIS WORKERS' COMPENSATION	ASSESSMENT PERIOD 1/1/20 - 6/30/20	HUMAN RESOURCES	1,381.28
Total 103162:				1,381.28
103163	JAMES T BREWER	P&F-MEETING 8/13/2020	POLICE & FIRE COMMISSION	150.00
Total 103163:				150.00
103164	KANE, MCKENNA & ASSOC INC	MADISON/5TH AVE. TIF	TIF ADMINISTRATION	1,137.50
103164	KANE, MCKENNA & ASSOC INC	ROOSEVELT ROAD TIF	TIF ADMINISTRATION	787.50
103164	KANE, MCKENNA & ASSOC INC	PROFESSIONAL SVCS*ST CHARLES	TIF ADMINISTRATION	787.50
Total 103164:				2,712.50
103165	LARRY SHAPIRO	REIMB.SNACKS FOR SENIOR CLUB	SPECIAL EVENT REVENUE	51.87
Total 103165:				51.87
103166	MARK DWYER	PLUMBING INSPECTOR SERVICES	CODE ENFORCEMENT	666.00
103166	MARK DWYER	PLUMBING INSPECTION SERVICE	COMMUNITY DEVELOPMENT	800.00
Total 103166:				1,466.00
103167	MHS KEYLESS LCT GROUP	POL-146-REPLACEMENT KEY	POLICE	180.00
Total 103167:				180.00
103168	MP AUTO SALES & REPAIR, INC	POL UNIT111 BATTERY REPLACED	POLICE	239.00
103168	MP AUTO SALES & REPAIR, INC	POL UNIT 118 STARTER REPLACED	POLICE	455.00
103168	MP AUTO SALES & REPAIR, INC	POLICE UNIT 105 HEAD LIGHT REPLACED	POLICE	40.00
103168	MP AUTO SALES & REPAIR, INC	POL UNIT 116-REPLACE CENTERLOCK	POLICE	450.00
103168	MP AUTO SALES & REPAIR, INC	POL-MP14635 FLEX PIPE REPLACE	POLICE	325.00
Total 103168:				1,509.00
103169	MUNICIPAL CLERKS' ASSOCIATION	ANNUAL DUES *V.MIMS	VILLAGE CLERK	40.00
Total 103169:				40.00
103170	MUNICIPAL EMPLOYEE	HEALTH INS COVERAGE *SEPT 2020	CENTRAL SERVICES	94,239.86
103170	MUNICIPAL EMPLOYEE	LIFE INS COVERAGE *SEPT 2020	CENTRAL SERVICES	1,342.61
Total 103170:				95,582.47
103171	NU LIFE TIRE SERVICE	ENDLOADER-REPAIR/RD SVC	PUBLIC WORKS	70.00
103171	NU LIFE TIRE SERVICE	TRAILER/#232-REPAIR/RD SVC	PUBLIC WORKS	80.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
103171	NU LIFE TIRE SERVICE	ENDLOADER-REPAIR/ROAD SVC	PUBLIC WORKS	70.00
103171	NU LIFE TIRE SERVICE	ENDLOADER VALVE STEM/REPAIR	PUBLIC WORKS	105.00
103171	NU LIFE TIRE SERVICE	PW-M198779-PATCH/RD SVC	PUBLIC WORKS	75.00
103171	NU LIFE TIRE SERVICE	PW_BOBCAT TIRES-RD SERVICE	PUBLIC WORKS	90.00
103171	NU LIFE TIRE SERVICE	PW-LOADER-NEW TIRE/RD SVC	PUBLIC WORKS	70.00
103171	NU LIFE TIRE SERVICE	LAWNMOWER-TIRE/RD SVC	PUBLIC WORKS	60.00
103171	NU LIFE TIRE SERVICE	4-ROHMAN TIRES & MOUNTS	PUBLIC WORKS	655.00
Total 103171:				1,275.00
103172	PUBLIC SAFETY DIRECT, INC.	PARTS/LABOR FOR PATROL VEHICLES	POLICE	19,456.88
Total 103172:				19,456.88
103173	RONEY RILEY	P&F-MEETING 8/13/2020	POLICE & FIRE COMMISSION	150.00
Total 103173:				150.00
103174	SAMUEL VALTIERREZ	COD*ELECTRICAL SVCS 08/10/20 - 08/21/20	LAW	1,200.00
103174	SAMUEL VALTIERREZ	ELECTRICAL INSPECTION SEERVICES	CODE ENFORCEMENT	1,200.00
Total 103174:				2,400.00
103175	SOUTHERN POLICE INSTITUTE	TRAINING CLASS	POLICE	595.00
Total 103175:				595.00
103176	TAPPED IN INC	ELECTRICAL UPGRADES @ BOTH FIRE ST	FIRE	820.00
Total 103176:				820.00
103177	TONY'S LAWNMOWER	PW-CHAIN/BLADE	LAND & BUILDINGS	61.64
103177	TONY'S LAWNMOWER	PW-REBUILT CARBURETOR/FUEL SYSTEM	LAND & BUILDINGS	84.90
103177	TONY'S LAWNMOWER	PW-SPOOL/SPRING/CAP	LAND & BUILDINGS	21.99
103177	TONY'S LAWNMOWER	PW-KUBOTA REPAIR	LAND & BUILDINGS	181.93
103177	TONY'S LAWNMOWER	PW-WEED TRIMMERS	LAND & BUILDINGS	49.95
Total 103177:				400.41
103178	TYWANNA RAND	REIMB. SATIN CHAIR -	2020 CENSUS GRANT	654.05
103178	TYWANNA RAND	REIMB.*CENSUS EVENT	2020 CENSUS GRANT	499.55
Total 103178:				1,153.60
103179	UNITED RADIO COMMUNICATION	30 SUBMERSIBLE SPEAKER	POLICE	2,410.20
Total 103179:				2,410.20
103180	VENUS MEADOWS	REIMB FOR OFFICE SUPPLIES	POLICE	26.86
Total 103180:				26.86
103181	VOYA INSTITUTIONAL TRUST CO.	5% CONTRIBUTION *W.NORFLEET	VILLAGE MANAGER	288.46
Total 103181:				288.46
103182	WAYNE WELCH	P&F-MEETING 8/13/2020	POLICE & FIRE COMMISSION	200.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 103182:				200.00
103183	WINDOM PRODUCTIONS	VILLAGE BOARD MEETING 8/18/20	VILLAGE MANAGER	1,600.00
Total 103183:				1,600.00
103184	ALLIED SERVICE GROUP, INC	TRANSPORATION OF DECEASED	POLICE	4,800.00
Total 103184:				4,800.00
103185	ALPHA PRIME COMMUNICATIONS	FIR-EQUIPMENT REPAIR	FIRE	230.00
103185	ALPHA PRIME COMMUNICATIONS	FIR-VEHICLE RAPID CHARGER/KIT	FIRE	275.00
Total 103185:				505.00
103186	ATLAS BOBCAT INC	S70 BOBCAT MOTOR REPLACEMENT	PUBLIC WORKS	7,655.59
Total 103186:				7,655.59
103187	Denler Inc.,	FIBERIZED CRACK SEALANT *VARIOUS ST	TIF ADMINISTRATION	14,062.70
Total 103187:				14,062.70
103188	EDWIN HANCOCK ENGINEERING CO	ROOSEVELT ROAD WATER MAIN REPLACE	TIF ADMINISTRATION	15,450.00
103188	EDWIN HANCOCK ENGINEERING CO	IFF DEVELOPMENT	COMMUNITY DEVELOPMENT	553.50
103188	EDWIN HANCOCK ENGINEERING CO	2020 ALLEY AND ROADWAY IMPROVEMEN	TIF ADMINISTRATION	15,900.00
103188	EDWIN HANCOCK ENGINEERING CO	2020 UTILITY PERMIT REVIEWS	COMMUNITY DEVELOPMENT	357.50
103188	EDWIN HANCOCK ENGINEERING CO	2020 GRANT APPLICATIONS	PUBLIC WORKS	1,430.00
103188	EDWIN HANCOCK ENGINEERING CO	2020 MFT ROADWAY/RESURFACING & WAT	PUBLIC WORKS	22,800.00
Total 103188:				56,491.00
103189	FIRE SERVICE INCORPORATED	FIR-507-PARTS/REPAIR/SERVICE	FIRE	1,463.50
103189	FIRE SERVICE INCORPORATED	FIR-505-REPAIR/PARTS/SERVICE	FIRE	425.25
Total 103189:				1,888.75
103190	H&H ELECTRIC COMPANY	LOCATES & LIGHTING OUTAGES	PUBLIC WORKS	6,440.70
Total 103190:				6,440.70
103191	HINCKLEY SPRINGS	COD-WATER EQUIPMENT RENTAL	CODE ENFORCEMENT	25.25
Total 103191:				25.25
103192	KLEIN, THORPE AND JENKINS LTD	COVID 19 MATTERS	LAW	798.00
Total 103192:				798.00
103193	KOPY KAT	POL-PRINTING SERVICE	POLICE	615.00
Total 103193:				615.00
103194	MARK IT STRIPING	PW-THERMOPLASTIC VARIOUS STREETS	TIF ADMINISTRATION	45,831.38
Total 103194:				45,831.38

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
103195	MAYWOOD EXPRESS	PRISONER MEAL 8/2020	POLICE	283.00
Total 103195:				283.00
103196	MID AMERICAN WATER, INC	6"PVC X 6"PVC COUPLING	WATER & SEWER MAINTENANCE	336.00
Total 103196:				336.00
103197	NAFISCO INC	PW-VARIOUS STREET SIGNS	PUBLIC WORKS	10,720.00
Total 103197:				10,720.00
103198	NICOR GAS #6708165415 3	GAS SERVICE 6/16-7/17	PUBLIC WORKS	39.86
Total 103198:				39.86
103199	NU LIFE TIRE SERVICE	FIR-NEW TIRES 500	FIRE	180.00
103199	NU LIFE TIRE SERVICE	FIR 505 TIRE REPAIR	FIRE	87.50
Total 103199:				267.50
103200	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE SERVICES	HUMAN RESOURCES	127.50
103200	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE SERVICES	HUMAN RESOURCES	134.45
Total 103200:				261.95
103201	PLOTE CONSTRUCTION INC. D.B.A.	PW-N50 SURFACE	MOTOR FUEL TAX	779.62
Total 103201:				779.62
103202	QUICKET SOLUTIONS, INC.	ANNUAL HARDWARE LEASE	POLICE	4,752.00
Total 103202:				4,752.00
103203	RAMROD DISTRIBUTORS, INC	SOFTSOAP	PUBLIC WORKS	139.00
103203	RAMROD DISTRIBUTORS, INC	DISINFECTING SUPPLIES *COVID19	POLICE	7,356.00
103203	RAMROD DISTRIBUTORS, INC	PW-JANITORIAL SUPPLIES	LAND & BUILDINGS	1,403.55
Total 103203:				8,898.55
103204	ROY STROM	ALLEY GRADING	MOTOR FUEL TAX	12,277.00
Total 103204:				12,277.00
103205	SBC	FIR- 708Z53-1191 4/17-5/16	FIRE	2,508.43
103205	SBC	FIR- 708Z53-1191 5/17-6/16	FIRE	2,508.43
Total 103205:				5,016.86
103206	SBC GLOBAL SERVICES, INC.	MAINT BILLING 7/29/20-8/28/20	FIRE	221.45
103206	SBC GLOBAL SERVICES, INC.	MAINT BILLING 7/30/20-8/29/20	FIRE	175.40
Total 103206:				396.85
103207	STRENGTHENING PROVISIO YOUTH	SMART ROUTES	TIF ADMINISTRATION	2,369.08
Total 103207:				2,369.08

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
103208	UNIQUE PLUMBING CO	1624 S. 18TH -STREET REPAIRS	WATER & SEWER MAINTENANCE	20,014.75
103208	UNIQUE PLUMBING CO	WATER MAIN REPAIR 8TH/9TH/10TH ROOS	WATER & SEWER MAINTENANCE	25,134.20
Total 103208:				45,148.95
103209	UNITED RADIO COMMUNICATION	POL-REPAIR OF PATROL RADIO	POLICE	2,410.20
Total 103209:				2,410.20
103210	VILLAGE OF MELROSE PARK	ACCT #422001-001 5/20-6/21	WATER COLLECTIONS	26,334.06
Total 103210:				26,334.06
103211	WIGIT'S TRUCK SERVICE	KUBOTA RIDING MOWER SHIFTER	PUBLIC WORKS	102.00
103211	WIGIT'S TRUCK SERVICE	PW-250-BATTERY & SERVICE CALL	PUBLIC WORKS	298.24
Total 103211:				400.24
103212	WINKLER TREE SERVICE	TREE REMOVAL-5TH & HARRISON	PUBLIC WORKS	1,100.00
103212	WINKLER TREE SERVICE	TREE TRIMMING-637 S. 15TH	PUBLIC WORKS	650.00
103212	WINKLER TREE SERVICE	TREE TRIMMING 602 N. 2ND	PUBLIC WORKS	650.00
103212	WINKLER TREE SERVICE	REMOVE DANGEROUS LIMB *1912 S 20TH	PUBLIC WORKS	398.00
103212	WINKLER TREE SERVICE	TREE REMOVALS/TRIM	PUBLIC WORKS	2,160.00
103212	WINKLER TREE SERVICE	STORM DAMAGE TREES	PUBLIC WORKS	3,360.00
103212	WINKLER TREE SERVICE	424 S. 19TH REMOVAL	PUBLIC WORKS	720.00
103212	WINKLER TREE SERVICE	DAILY RATE LIMB/TREE REMOVAL	PUBLIC WORKS	772.00
Total 103212:				9,810.00
103213	AFTERMATH, INC.	POL-BIO HAZARDOUS CLEANING	POLICE	105.00
103213	AFTERMATH, INC.	POL-BIO HAZARDUS CLEANING	POLICE	155.00
Total 103213:				260.00
103214	AIR ONE EQUIPMENT	FIR-PROTECTIVE EQUIPMENT	FIRE	484.00
103214	AIR ONE EQUIPMENT	FIR-PROTECTIVE EQUIPMENT	FIRE	258.00
103214	AIR ONE EQUIPMENT	COMPRESSOR 6 MOS MAINT SVC	FIRE	762.82
Total 103214:				1,504.82
103215	ALLIED WASTE SERVICES	PICK UP SVCS *40 MADISON	PUBLIC WORKS	622.00
Total 103215:				622.00
103216	ALPHA PRIME COMMUNICATIONS	FIR- PORTABLE RADIO MICROPHONES	FIRE	535.00
103216	ALPHA PRIME COMMUNICATIONS	FIR- EMERGENCY LIGHTS CAR 509	FIRE	125.00
Total 103216:				660.00
103217	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	296.58
103217	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	330.24
103217	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	296.58
Total 103217:				923.40
103218	ANIMAL WELFARE LEAGUE	COD-IMPOUNDED DOGS/CATS	CODE ENFORCEMENT	850.50

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 103218:				850.50
103219	ARTISTIC ENGRAVING	BADGES FOR FIREFIGHTERS	FIRE	637.00
Total 103219:				637.00
103220	ASSOCIATED TECHNICAL SERVICE	PW-EMERGENCY LEAK LOCATE5TH & CHI	WATER & SEWER MAINTENANCE	743.75
103220	ASSOCIATED TECHNICAL SERVICE	PW-LEAK LOCATION SV*5TH & HUGH MUIR	WATER & SEWER MAINTENANCE	931.50
103220	ASSOCIATED TECHNICAL SERVICE	PW-LEAK LOCATION SV*807 N. 9TH	WATER & SEWER MAINTENANCE	1,031.50
103220	ASSOCIATED TECHNICAL SERVICE	PW-EMERGENCY LEAK LOCATE*8TH MAIN	WATER & SEWER MAINTENANCE	1,131.50
103220	ASSOCIATED TECHNICAL SERVICE	PW-EMERG LEAK LOC SVCS10TH ROOSEV	WATER & SEWER MAINTENANCE	1,381.50
103220	ASSOCIATED TECHNICAL SERVICE	PW-LEAK LOCATION SV*5TH -9TH CHICAG	WATER & SEWER MAINTENANCE	1,470.00
103220	ASSOCIATED TECHNICAL SERVICE	PW-EMERGENCY LEAK LOCATE*10TH AVE	WATER & SEWER MAINTENANCE	735.00
Total 103220:				7,424.75
103221	AT&T	POL-70845044710957 5/26-6/25	CENTRAL SERVICES	5,072.52
Total 103221:				5,072.52
103222	AUTOMATED	FIR-FLAGPOLE STANDS	FIRE	164.60
Total 103222:				164.60
103223	BICYCLE HEATING & AIR INC	PUMP STATION BLOWER MOTOR	PUMP STATION OPERATIONS	1,700.00
Total 103223:				1,700.00
103224	BLUE CROSS BLUE SHIELD	HEALTH INS COVERAGE *SEPT 2020	CENTRAL SERVICES	287,441.99
Total 103224:				287,441.99
103225	CDS OFFICE TECHNOLOGIES	POL IT ARBITRATOR	POLICE	190.00
103225	CDS OFFICE TECHNOLOGIES	IT ARBITRATOR 8/7/20-9/6/20	POLICE	190.00
Total 103225:				380.00
103226	CHICAGO COMMUNICATION SERVICE	POL MAINT EQUIP	POLICE	165.00
103226	CHICAGO COMMUNICATION SERVICE	POL NEW RADIOS	POLICE	1,723.00
103226	CHICAGO COMMUNICATION SERVICE	POL VEHICLE DOCKING	POLICE	557.18
Total 103226:				2,445.18
103227	CINTAS CORPORATION #344	UNIFORM SERVICE	PUBLIC WORKS	324.99
103227	CINTAS CORPORATION #344	UNIFORM SERVICE	PUBLIC WORKS	324.99
103227	CINTAS CORPORATION #344	UNIFORM SERVICE	PUBLIC WORKS	324.99
Total 103227:				974.97
103228	CITY WIDE OF CHICAGO	COVID-19-DISINFECTANT SPRAYING *4/7	CENTRAL SERVICES	425.00
103228	CITY WIDE OF CHICAGO	COVID-19-DISINFECTANT SPRAYING *4/22	CENTRAL SERVICES	925.00
103228	CITY WIDE OF CHICAGO	COVID-19 DISINFECTANT SPRAYING *5/5	CENTRAL SERVICES	925.00
Total 103228:				2,275.00
103229	CLIFFE PRINTING COMPANY	FIR-BUSINESS LETTERHEAD	FIRE	152.00
103229	CLIFFE PRINTING COMPANY	POL PRINTING PRISONERS FORMS	POLICE	1,128.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
103229	CLIFFE PRINTING COMPANY	POL PRINTING	POLICE	410.00
103229	CLIFFE PRINTING COMPANY	POL ENVELOPES	POLICE	850.00
103229	CLIFFE PRINTING COMPANY	POL-ENVELOPES/CASE JACKETS	POLICE	850.00
Total 103229:				3,390.00
103230	COMCAST	PHONE SVC 410 MAIN ST	PARKS & RECREATION	67.75
Total 103230:				67.75
103231	COMCAST	FIR-PHONE SVCS 1/29-2/28	FIRE	119.47
103231	COMCAST	FIR-PHONE SVCS 2/29-3/28	FIRE	117.96
103231	COMCAST	SERVICE FIRE STATION NO. 2	FIRE	117.96
103231	COMCAST	FIR-PHONE SVCS 6/29-7/28	FIRE	117.96
103231	COMCAST	FIR- SV/INTERNET STATION 2	FIRE	119.59
Total 103231:				592.94
103232	COMCAST	PHONE INTERNET 7/12-8/11	POLICE	668.42
Total 103232:				668.42
103233	COMCAST	V/H-PHONE/INTERNET-6/29-7/28	FINANCE	479.77
Total 103233:				479.77
103234	COMCAST	P/S-INTERNET/PHONE 7/7-8/6	PUMP STATION OPERATIONS	222.65
Total 103234:				222.65
103235	COMCAST	300 FRED HAMPTON WAY	PUBLIC WORKS	263.71
Total 103235:				263.71
103236	COMED	ELECTRIC SERVICE 6/12-7/14/20	MOTOR FUEL TAX	37.12
Total 103236:				37.12
103237	COMED # 0023058102	ELECTRIC SVC 6/12-7/14	MOTOR FUEL TAX	78.34
Total 103237:				78.34
103238	COMED #0031163443	ELECTRIC SVC 6/10-7/10	MOTOR FUEL TAX	109.66
Total 103238:				109.66
103239	COMED #0277784031	ELECTRIC SVC 6/09-7/09/20	MOTOR FUEL TAX	1,001.52
Total 103239:				1,001.52
103240	COMED #0511089044	ELECTRIC SVC 6/11-7/13	MOTOR FUEL TAX	237.39
Total 103240:				237.39
103241	COMED #0536720000	ELECTRIC SERVICE 6/12-7/14/20	MOTOR FUEL TAX	10.16
Total 103241:				10.16

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
103242	COMED #2208042159	ELECTRIC SVC 5/26-6/24/20	MOTOR FUEL TAX	207.95
Total 103242:				207.95
103243	COMED #3351006000	ELECTRIC SVC 5/29-6/24/20	MOTOR FUEL TAX	1,047.87
Total 103243:				1,047.87
103244	COMED #4791088147	ELECTRIC SVC 6/12-7/14/20	MOTOR FUEL TAX	101.67
Total 103244:				101.67
103245	COMED #5490211003	ELECTRIC 6/11-7/13/2020	MOTOR FUEL TAX	259.65
Total 103245:				259.65
103246	COMED #5653018024	ELECTRIC SVC 6/9-7/9/20	MOTOR FUEL TAX	25.65
Total 103246:				25.65
103247	COMED #6080392012	ELECTRIC SVC 6/12-7/14	MOTOR FUEL TAX	104.60
Total 103247:				104.60
103248	COOK COUNTY DEPT. OF	COD-RETAIL FOOD INSPC(JAN-MARCH - 20	CODE ENFORCEMENT	7,100.00
Total 103248:				7,100.00
103249	CORE & MAIN LP	HIP WADERS ANY SIZE	WATER & SEWER MAINTENANCE	340.00
Total 103249:				340.00
103250	DEARBORN NATIONAL	LIFE INS PREM *SEPT 2020	CENTRAL SERVICES	1,813.46
Total 103250:				1,813.46
103251	DOOR AND WINDOW GUARD	COD-WINDOW/DOORS *224 S. 1ST AVENU	CODE ENFORCEMENT	1,152.00
Total 103251:				1,152.00
103252	EDWIN HANCOCK ENGINEERING CO	ROOSEVELT ROAD WATER SERVICE TRAN	TIF ADMINISTRATION	3,120.00
103252	EDWIN HANCOCK ENGINEERING CO	2020 SEWER CLEANING AND TELEVISIONG	WATER & SEWER MAINTENANCE	738.00
103252	EDWIN HANCOCK ENGINEERING CO	2020 NPDES-MS4 COMPLIANCE	WATER & SEWER MAINTENANCE	286.00
103252	EDWIN HANCOCK ENGINEERING CO	2020 GRANT APPLICATIONS	WATER & SEWER MAINTENANCE	2,260.00
103252	EDWIN HANCOCK ENGINEERING CO	2019 LMO-2 WATER LOSS ANNUAL REPOR	WATER & SEWER MAINTENANCE	500.50
Total 103252:				6,904.50
103253	FIREGROUND SUPPLY, INC	PURCHASE PROTECTIVE CLOTHING	FIRE	218.00
Total 103253:				218.00
103254	FOREST SECURITY, INC.	POL JAIL CELL CAMERAS	POLICE	220.50
Total 103254:				220.50
103255	GEM BUSINESS FORMS	POL PARKING TICKETS PRINTED	POLICE	2,064.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 103255:				2,064.00
103256	H&H ELECTRIC COMPANY	LOCATES/POLEINSTALLATIONS/OUTAGES	PUBLIC WORKS	9,519.07
Total 103256:				9,519.07
103257	HONEY BUCKET	PORT-A-POTTY *MUSIC IN THE PARK	SPECIAL EVENT REVENUE	170.00
Total 103257:				170.00
103258	HUMANA	REFUND AMBULANCE BILLING	CORPORATE	190.82
103258	HUMANA	REFUND AMBULANCE BILLING	CORPORATE	184.27
Total 103258:				375.09
103259	ILLINOIS EPA	NPDES FEE 7/1/20-6/30/21	WATER & SEWER MAINTENANCE	5,000.00
Total 103259:				5,000.00
103260	ILLINOIS LAW ENFORCEMENT ALARM	POL ANNUAL MEMBERSHIP DUES	POLICE	240.00
Total 103260:				240.00
103261	JAMES T BREWER	P&F-MEETING 8/27/2020	POLICE & FIRE COMMISSION	150.00
Total 103261:				150.00
103262	JOHN E REID & ASSOCIATES, INC	FIR-SEMINAR BRONAUGH, WADE & SCOTT	FIRE	555.00
Total 103262:				555.00
103263	JSN Industrial USA, Inc.	TENTS/TABLES/CHAIRS *MUSIC IN THE PA	SPECIAL EVENT REVENUE	445.00
Total 103263:				445.00
103264	KANE, MCKENNA & ASSOC INC	MADISON/5TH & ROOSEVELT TIF AMENDM	TIF ADMINISTRATION	6,168.75
Total 103264:				6,168.75
103265	KONICA MINOLTA BUSINESS	POLICE-MAINT AGRMNT 7/2-8/1/20	POLICE	63.72
Total 103265:				63.72
103266	LASONDRA BANKS	HR REIMB-SUPPLIES	HUMAN RESOURCES	136.47
Total 103266:				136.47
103267	LAVERT CROCKETT	REFUND AMBULANCE BILLING	CORPORATE	5.07
Total 103267:				5.07
103268	MATTHEW J STAGOWSKI	REFUND AMBULANCE BILLING	CORPORATE	128.50
Total 103268:				128.50
103269	MCCANN INDUSTRIES INC	PW-BACKHOE REPAIRS	WATER & SEWER MAINTENANCE	2,477.67
103269	MCCANN INDUSTRIES INC	PW-TRACK LOADER WINDOW REPAIR	WATER & SEWER MAINTENANCE	1,186.14

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 103269:				3,663.81
103270	MEDICARE B ILLINOIS	REFUND AMBULANCE BILLING	CORPORATE	98.00
Total 103270:				98.00
103271	METROPOLITAN MAYORS CAUCUS	2018-2019 CAUCUS DUES	PRESIDENT & TRUSTEES	1,084.05
103271	METROPOLITAN MAYORS CAUCUS	2020 CAUCUS DUES	PRESIDENT & TRUSTEES	1,084.05
Total 103271:				2,168.10
103272	MODERN MARKETING, INC.	POL PLACEMAT FOR KIDS COVID 19	CENTRAL SERVICES	1,132.32
103272	MODERN MARKETING, INC.	POL-SHIELD SHAPE STICKERS	POLICE	619.82
Total 103272:				1,752.14
103273	MOLINA HEALTHCARE	REFUND AMBULANCE BILLING	CORPORATE	132.34
Total 103273:				132.34
103274	MP AUTO SALES & REPAIR, INC	POL UNIT 114 BELT TENSION	POLICE	245.00
103274	MP AUTO SALES & REPAIR, INC	POL UNIT 114-WHEEL BEARING/OIL CHAN	POLICE	473.00
Total 103274:				718.00
103275	OCCUPATIONAL HEALTH CENTERS	HR-PRE-EMPLOYMENT SERVICES	HUMAN RESOURCES	878.00
103275	OCCUPATIONAL HEALTH CENTERS	HR-PRE-EMPLOYMENT SERVICES	HUMAN RESOURCES	546.00
103275	OCCUPATIONAL HEALTH CENTERS	HR-PRE-EMPLOYMENT SERVICES	HUMAN RESOURCES	562.50
Total 103275:				1,986.50
103276	PERRY RANDALL	MUSIC IN THE PARK	SPECIAL EVENT REVENUE	600.00
Total 103276:				600.00
103277	PIPE-VIEW LLC	2020 SEWER CLEANING/TELEVISION	WATER & SEWER MAINTENANCE	5,529.84
103277	PIPE-VIEW LLC	2020 SEWER CLEANING/TELEVISION	WATER & SEWER MAINTENANCE	5,716.04
103277	PIPE-VIEW LLC	2020 SEWER CLEANING/TELEVISION	WATER & SEWER MAINTENANCE	5,491.20
103277	PIPE-VIEW LLC	HYDRANT METER DEPOSIT REFUND	WATER COLLECTIONS	2,000.00
Total 103277:				18,737.08
103278	Quantum Labs, Inc.	COVID DISINFECTING WIPES	CENTRAL SERVICES	166.74
Total 103278:				166.74
103279	QUICKET SOLUTIONS, INC.	ANNUAL SUBSCRIPTION	POLICE	24,000.00
Total 103279:				24,000.00
103280	RICHMOND & SONS, INC.	EXTERMINATION COMMUNITY DEVELOPM	PUBLIC WORKS	150.00
103280	RICHMOND & SONS, INC.	EXTERMINATION PD	PUBLIC WORKS	550.00
Total 103280:				700.00
103281	RONEY RILEY	P&F-MEETING 8/27/2020	POLICE & FIRE COMMISSION	150.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 103281:				150.00
103282	SBC GLOBAL SERVICES, INC.	BILLING SERVICE JUNE-JULY 2020	POLICE	373.94
103282	SBC GLOBAL SERVICES, INC.	MAINT BILLING 7/8-8/1	POLICE	373.94
Total 103282:				747.88
103283	SEAWAY SUPPLY COMPANY	FIR-JANITORIAL SUPPLIES	FIRE	95.40
Total 103283:				95.40
103284	TASB, INC	BOARDBOOK SUBSCRIPTION/SUPPORT	VILLAGE MANAGER	854.15
Total 103284:				854.15
103285	TONY'S LAWNMOWER	PW-WEED TRIMMERS	LAND & BUILDINGS	42.99
Total 103285:				42.99
103286	TRANS UNION LLC	HR-EMPLOYEE SERVICES	HUMAN RESOURCES	85.00
Total 103286:				85.00
103287	TRIGGI CONSTRUCTION, INC.	2020 ALLEY AND ROADWAY IMPROVEMEN	TIF ADMINISTRATION	405,627.75
Total 103287:				405,627.75
103288	UNITED RADIO COMMUNICATION	POL RADIO REPAIR	POLICE	156.00
Total 103288:				156.00
103289	VCG UNIFORM/CARLSON MURRAY	POL UNIFORM *J.WALKER	POLICE	216.60
Total 103289:				216.60
103290	VINCENT EDWARDS	REFUND GAZEBO RENTAL	RECREATION SERVICES	100.00
Total 103290:				100.00
103291	VISION SERVICE PLAN (IV)	VISION CARE PREM *SEPT 2020	CENTRAL SERVICES	2,429.62
Total 103291:				2,429.62
103292	VOYA INSTITUTIONAL TRUST CO.	5% CONTRIBUTION *W.NORFLEET	VILLAGE MANAGER	288.46
Total 103292:				288.46
103293	W.S. DARLEY & CO	FIR-FLASHLIGHT BATTERIES FOR (5) LANT	FIRE	220.68
103293	W.S. DARLEY & CO	FIR-FRONT SUCTION HOSE	FIRE	335.52
Total 103293:				556.20
103294	WAYNE WELCH	P&F-MEETING 8/27/2020	POLICE & FIRE COMMISSION	200.00
Total 103294:				200.00
103295	WIGIT'S TRUCK SERVICE	PW-253 ENGINE NOISE/TOW	PUBLIC WORKS	280.70

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
103295	WIGIT'S TRUCK SERVICE	242-HYDRO LEAK/WIRING	PUBLIC WORKS	1,218.06
103295	WIGIT'S TRUCK SERVICE	NEW PELICAN SWEEPER/BROOMS	PUBLIC WORKS	734.80
103295	WIGIT'S TRUCK SERVICE	PW-247 HYDRO LEAK & HOSE	PUBLIC WORKS	672.03
103295	WIGIT'S TRUCK SERVICE	PW-233 BRAKE SYSTEM?TIREROD ENDS	PUBLIC WORKS	3,707.03
103295	WIGIT'S TRUCK SERVICE	PW-250 LUBE	PUBLIC WORKS	159.87
103295	WIGIT'S TRUCK SERVICE	PACE BUS SERVICE	PUBLIC WORKS	430.66
103295	WIGIT'S TRUCK SERVICE	KUBOTA RIDING MOWER SHIFTER	PUBLIC WORKS	669.81
Total 103295:				7,872.96
103296	WINKLER TREE SERVICE	DAILY RATE BROKEN LIMB REMOVAL	PUBLIC WORKS	738.00
103296	WINKLER TREE SERVICE	2- 607 N. 6TH	PUBLIC WORKS	972.00
103296	WINKLER TREE SERVICE	MAYWOOD PARK LIMB	PUBLIC WORKS	1,000.00
Total 103296:				2,710.00
Grand Totals:				1,607,476.54

VILLAGE OF MAYOOD

Warrant List #200498 through September 4, 2020

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

President

Village Manager

Attest

Clerk

VILLAGE OF MAYWOOD

Open Invoices report as of September 4, 2020

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

President

Village Manager

Attest

Clerk

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
01									
TASB, INC									
580985	1	BOARDBOOK SUBSCRIPTION/SUPP	Invoice	09/01/2020	10/01/2020	4,000.00		4,000.00	01-12-54500
Total 2027 TASB, INC:						4,000.00	.00	4,000.00	
KLEIN, THORPE AND JENKINS LTD									
07082020	1	LEGAL RETAINER SVCS *MAY 2020	Invoice	09/02/2020	09/02/2020	3,926.50		3,926.50	01-15-52400
Total 1217 KLEIN, THORPE AND JENKINS LTD:						3,926.50	.00	3,926.50	
COOK COUNTY DEPARTMENT									
04282020	1	RETAIL FOOD REPORTS JAN-MAR 2	Invoice	04/28/2020	09/02/2020	7,100.00		7,100.00	01-23-52400
Total 489 COOK COUNTY DEPARTMENT:						7,100.00	.00	7,100.00	
FLEET SERVICES									
66839271	1	FUEL *CODE	Invoice	07/31/2020	09/02/2020	576.90		576.90	01-23-62610
Total 761 FLEET SERVICES:						576.90	.00	576.90	
DEPT.OF CENTRAL MANAGEMENT SVC									
06182020	1	TECHNOLOGY MANG REVOLVING	Invoice	06/18/2020	08/12/2020	1,957.88		1,957.88	01-40-51200
T2033720	1	COMMUNICATION CHARGES	Invoice	07/13/2020	08/27/2020	978.94		978.94	01-40-52400
Total 606 DEPT.OF CENTRAL MANAGEMENT SVC:						2,936.82	.00	2,936.82	
CDW GOVERNMENT INC									
ZBJ7815	1	ADO GOV DD ALL APP	Invoice	06/08/2020	09/02/2020	970.07		970.07	01-40-60100
Total 341 CDW GOVERNMENT INC:						970.07	.00	970.07	
ENTENMANN-ROVIN CO									
0153474-IN	1	POLICE BADGES	Invoice	08/12/2020	08/24/2020	647.50		647.50	01-40-61500
Total 706 ENTENMANN-ROVIN CO:						647.50	.00	647.50	
FLEET SERVICES									
66839271	4	FUEL *POLICE	Invoice	07/31/2020	09/02/2020	5,703.64		5,703.64	01-40-62610
Total 761 FLEET SERVICES:						5,703.64	.00	5,703.64	
FIRE SERVICE INCORPORATED									
33369	1	FIR- LADDER TRUCK 502 HYDRAULI	Invoice	07/31/2020	08/18/2020	370.13		370.13	01-41-51300
33465	1	FIR-502-ALTENATOR REPLACEMENT	Invoice	08/12/2020	08/21/2020	4,709.73		4,709.73	01-41-51300
Total 751 FIRE SERVICE INCORPORATED:						5,079.86	.00	5,079.86	
FIREGROUND SUPPLY, INC									
11634	1	FIR-FIRE DAMAGED REPAIR OF PRO	Invoice	08/27/2020	08/28/2020	1,214.90		1,214.90	01-41-61500
Total 753 FIREGROUND SUPPLY, INC:						1,214.90	.00	1,214.90	
FLEET SERVICES									
66839271	2	FUEL *FIRE	Invoice	07/31/2020	09/02/2020	2,743.16		2,743.16	01-41-62600

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 761 FLEET SERVICES:						2,743.16	.00	2,743.16	
H&H ELECTRIC COMPANY									
34885	1	LOCATES	Invoice	05/31/2020	07/17/2020	458.86		458.86	01-50-52100
34888	1	ST LIGHT MAINT CMPLTD 4/13/20	Invoice	04/30/2020	07/17/2020	1,151.64		1,151.64	01-50-52100
35026	1	ST LIGHT MAINT CMPLTD 5/31	Invoice	05/31/2020	08/07/2020	108.80		108.80	01-50-52100
35029	1	ST LIGHT MAINT CMPLTD 5/31/20	Invoice	05/31/2020	08/07/2020	4,129.31		4,129.31	01-50-52100
Total 864 H&H ELECTRIC COMPANY:						5,848.61	.00	5,848.61	
EDWIN HANCOCK ENGINEERING CO									
20-0613	1	2020 GREEN INFRASTRUCTURE ALL	Invoice	08/17/2020	08/31/2020	2,055.00		2,055.00	01-50-52400
20-0619	1	2020 MAINTENANCE RFP ASSISTAN	Invoice	08/17/2020	08/31/2020	911.00		911.00	01-50-52400
Total 679 EDWIN HANCOCK ENGINEERING CO:						2,966.00	.00	2,966.00	
CONTINENTAL RESEARCH CORPATION									
0016836	1	N.S.H. 2025 (20GAL)	Invoice	07/23/2020	08/23/2020	3,644.32		3,644.32	01-50-60600
Total 481 CONTINENTAL RESEARCH CORPATION:						3,644.32	.00	3,644.32	
FLEET SERVICES									
66839271	3	FUEL *PW	Invoice	07/31/2020	09/02/2020	5,320.92		5,320.92	01-50-62610
Total 761 FLEET SERVICES:						5,320.92	.00	5,320.92	
Total 01:						52,679.20	.00	52,679.20	
12									
JKS VENTURES, INC.									
199148	1	GRADE 8 LIMESTONE	Invoice	05/14/2020	09/04/2020	988.45		988.45	12-10-89013
Total 1110 JKS VENTURES, INC.:						988.45	.00	988.45	
Total 12:						988.45	.00	988.45	
77									
UNIQUE PLUMBING CO									
20200676	1	ROOSEVELT WATER MAIN PROJECT	Invoice	07/06/2020	07/15/2020	165,905.63		165,905.63	77-33-68000
Total 2147 UNIQUE PLUMBING CO:						165,905.63	.00	165,905.63	
Total 77:						165,905.63	.00	165,905.63	
Total :						219,573.28	.00	219,573.28	
Current period checks for future period invoices.									
01									
FIRE SERVICE INCORPORATED									
32002		Chk No: 102260 (1)	Calculated	03/19/2020				1,245.24-	01-10-20000
32042		Chk No: 102117 (1)	Calculated	02/27/2020				504.42-	01-10-20000
Total 751 FIRE SERVICE INCORPORATED:						.00	.00	1,749.66-	
NU LIFE TIRE SERVICE									
A5778		Chk No: 102189 (1)	Calculated	03/04/2020				322.50-	01-10-20000

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
A5799		Chk No: 102189 (1)	Calculated	03/04/2020				362.50-	01-10-20000
Total 1606 NU LIFE TIRE SERVICE:						.00	.00	685.00-	
Total 01:						.00	.00	2,434.66-	
Total Current period checks for future period invoices.:						.00	.00	2,434.66-	
Grand Totals:						219,573.28	.00	217,138.62	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
01-10-20000	.00	2,434.66-	2,434.66-
01-12-64500	4,000.00	.00	4,000.00
01-15-52400	3,926.50	.00	3,926.50
01-23-52400	7,100.00	.00	7,100.00
01-23-62610	576.90	.00	576.90
01-40-51200	1,957.88	.00	1,957.88
01-40-52400	978.94	.00	978.94
01-40-60100	970.07	.00	970.07
01-40-61500	647.50	.00	647.50
01-40-62610	5,703.64	.00	5,703.64
01-41-51300	5,079.86	.00	5,079.86
01-41-61500	1,214.90	.00	1,214.90
01-41-62600	2,743.16	.00	2,743.16
01-50-52100	5,848.61	.00	5,848.61
01-50-52400	2,966.00	.00	2,966.00
01-50-60600	3,644.32	.00	3,644.32
01-50-62610	5,320.92	.00	5,320.92
12-10-89013	988.45	.00	988.45
77-33-68000	165,905.63	.00	165,905.63
Grand Totals:	219,573.28	2,434.66-	217,138.62

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
02/20	.00	504.42-	504.42-
03/20	.00	1,930.24-	1,930.24-
05/20	6,837.06	.00	6,837.06
07/20	173,549.95	.00	173,549.95
08/20	6,920.45	.00	6,920.45
09/20	32,265.82	.00	32,265.82
Grand Totals:	219,573.28	2,434.66-	217,138.62

Maywood Equity Group, LLC.

745 McClintock Drive • Suite 110 • Burr Ridge, Illinois 60527

September 7, 2020
VIA HAND DELIVERY

Honorable Mayor Edwenna Perkins
VILLAGE OF MAYWOOD
40 Madison Street
Maywood, Illinois 60153

Re: Gateway of Maywood Development - First & Lake and First & Ohio Avenues

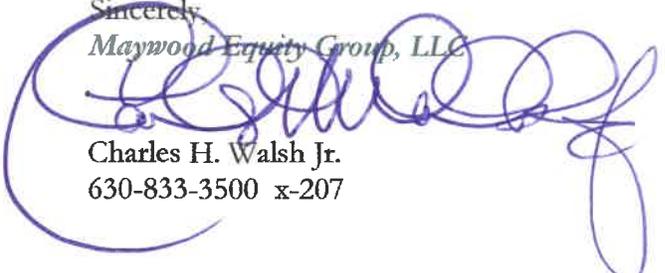
Dear Mayor Perkins:

Pursuant to our meeting, referencing the above, I want to once again thank you for your help, suggestions and guidance. It is quite apparent for your repeatedly wanting what is best for Maywood and we are happy to be a part of that effort.

We have not given up on the "Parcel C" aspect of the overall development and would like very much that it is included in our Parcel A construction. With that being said, we have been advised that a member of the Maywood Village Board must reinstate the discussion for the presumptive approval of the Popeyes Development. Therefore, having yourself initiating the subject on the agenda for the September 15 meeting, I think would be appropriate. What better person to show leadership and commitment to economic development than yourself. So, I am requesting that the Popeyes development be an agenda item for the September 15 meeting. I feel confident that we will reach an agreement and thus an approval to move forward with both developments at the same time, at this meeting.

We thank you again for your friendship and support of our efforts.

Sincerely,
Maywood Equity Group, LLC


Charles H. Walsh Jr.
630-833-3500 x-207

cc: William Paul
Brett Paul

Village of MAYWOOD



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

September 9, 2020

To: Mr. Willie Norfleet, Jr.
Maywood Village Manager

From: Valdimir Talley, Jr. 
Maywood Chief of Police

Sir:

The attached proposal is being forwarded to your attention for consideration, and for submission to the Regularly Scheduled Village Board meeting which is scheduled to begin 7:00 pm on September 15, 2020.

MPD Proposal #23

The Traffic and Safety Commission requests a status update regarding a Village Board's decision on assigning permit numbers to individuals asking for handicap parking consideration. As a refresher, absent a permit number, anyone with a handicap plate or placard could park in a space posted as handicap. This defeats the purpose of assigning residential signage.

This request should not exceed more than 5 minutes of the Board's time, and I would be available for any questions. Thank you for your support.

cc: File 31.35

Attachment



Village of Maywood Traffic Safety Commission

Making Roads Safer for Everyone

Traffic Safety Commission

Regular Meeting

Thursday, August 6, 2020 at 7:00 p.m.

Join FreeConference.com Meeting:

<https://hello.freeconference.com/conf/call/7661684>

One tap mobile:

+1 712-832-8330,,7661684#

Dial-in using your phone:

United States: +1 712-832-8330

United States: +1 717-275-8940

Access code: 766 1684

Connection Test:

<https://hello.freeconference.com/system/test>

Agenda

1. Call to order
2. Roll Call
3. COVID-19 Recap
4. Cross Walks
5. Handicap Parking
6. Closed Session
7. Adjournment





Village of **MAYWOOD**

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-4405
COMMUNITY DEVELOPMENT

TO: Willie Norfleet, Village Manager
CC: Arlene Ireland, Executive Asst.; David Myers, Director of Community Development
FROM: Edgar Lara, Planning & Zoning, Community Development Dept.
DATE: September 15th, 2020 Board of Trustees Meeting Agenda
RE: PC/ZBA Case #20-004 Findings of Fact – A proposal for zoning variances and special use to allow a drive thru for a development project to construct two commercial and retail structures (one at 2,200 Sq Ft and another Multi-Tenant structure at 6,900 Sq Ft), a parking lot, and landscaping at 210 to 212 North 1st Avenue and 101 to 115 Lake Street together as one project.

ATTACHMENTS:

- 1) Findings of Fact - PC/ZBA Case #20-004
- 2) PC/ZBA Case #20-004 Staff Report, Petitioner's application, and proof of noticing
- 3) Group Exhibit A - Project Renderings, Site Plan, Elevations, Signage

Background:

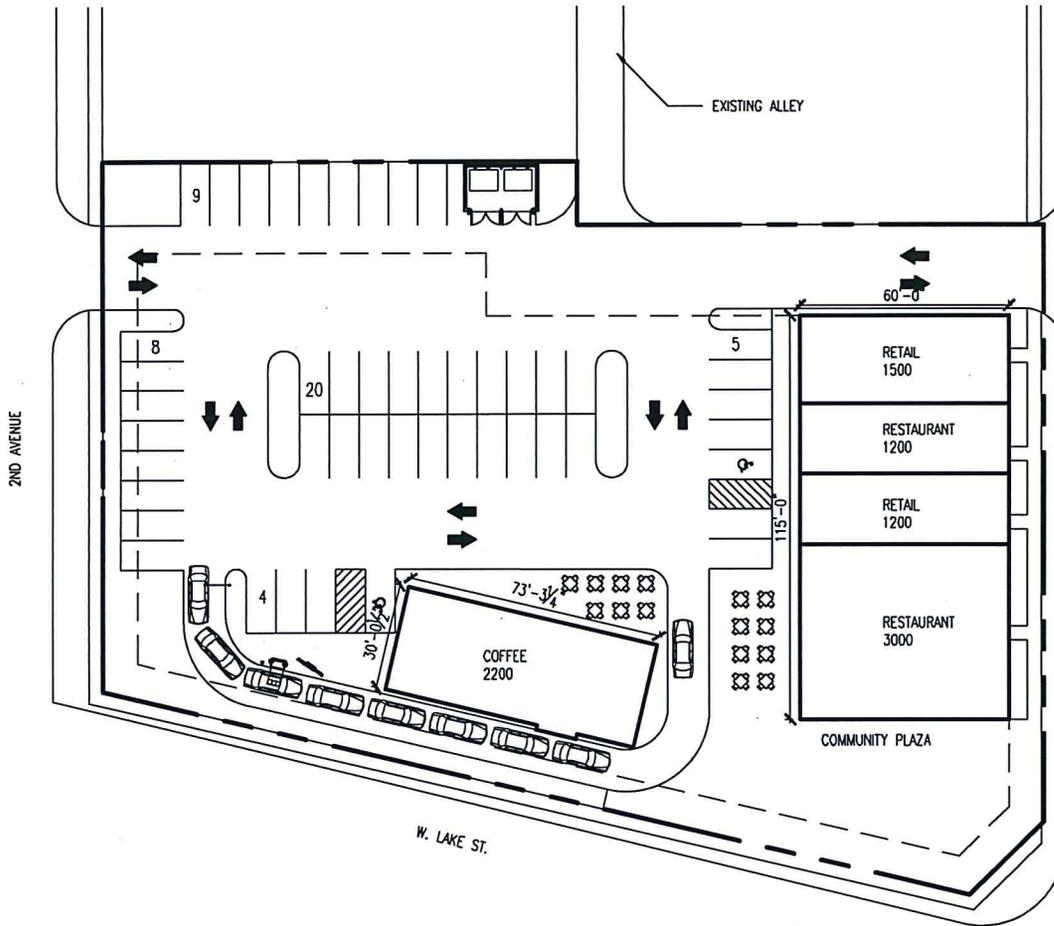
An application for a special use permit and zoning variances at 212 North 1st Avenue has been submitted by Brett Paul (applicant on behalf of Maywood Equity Group, LLC). Because the applicant is seeking to construct a new development with a drive-thru facility, they will require a special use permit. They will also require zoning relief from the following: screening requirements for drive thru facilities, height requirements for monument signs, setback requirements for commercial districts, the use of spandrel glass on the eastern side of the building, use of Exterior Insulation and Finish System as material for sign bands and building gables, and parking requirements. The applicant currently holds a Redevelopment Agreement ("RDA") with the Village over this property.

Following a Plan Commission/Zoning Board of Appeals (PC/ZBA) public hearing held on August 25th, 2020 on the zoning variances and special use requests, the PC/ZBA recommended approval of the variances and special use.

The approval was recommended on a vote of 4-0-0.

Action:

- Review of the attached Findings of Fact and PC/ZBA recommendations
- Motion to approve the recommendation



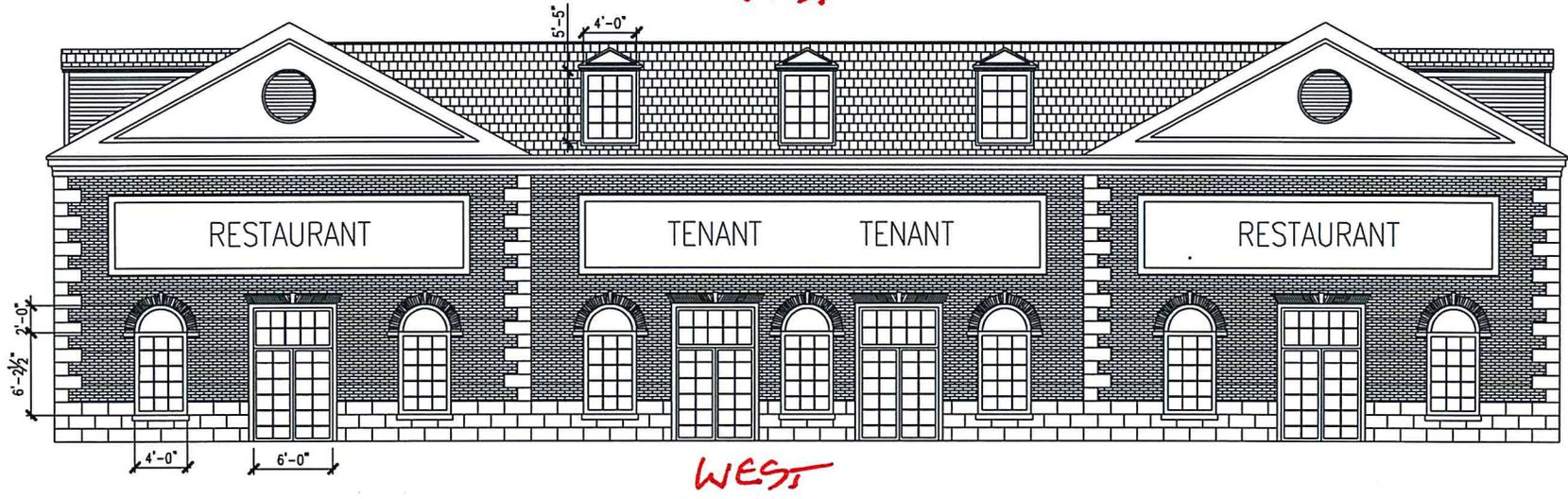
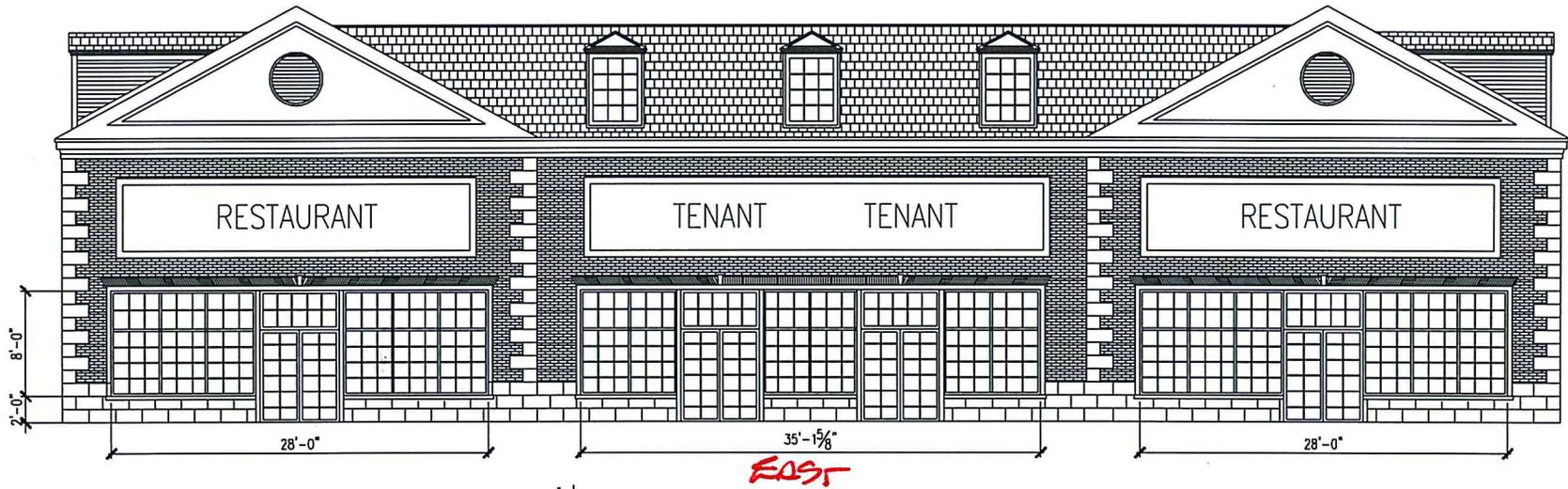
SITE ANALYSIS	
GROUND FLOOR AREA	9,100 S.F.
PARKING REQUIRED:	
RESTAURANT PARKING	1 PER 60 SQFT OF SEATING = 42 STALLS
RETAIL PARKING	3 PER 1,000 = 15 STALLS
TOTAL	46 (2 HC)
PARKING PROVIDED:	46 (2 HC)

1 PRELIMINARY SITE PLAN - MAYWOOD
1/32" = 1'-0"

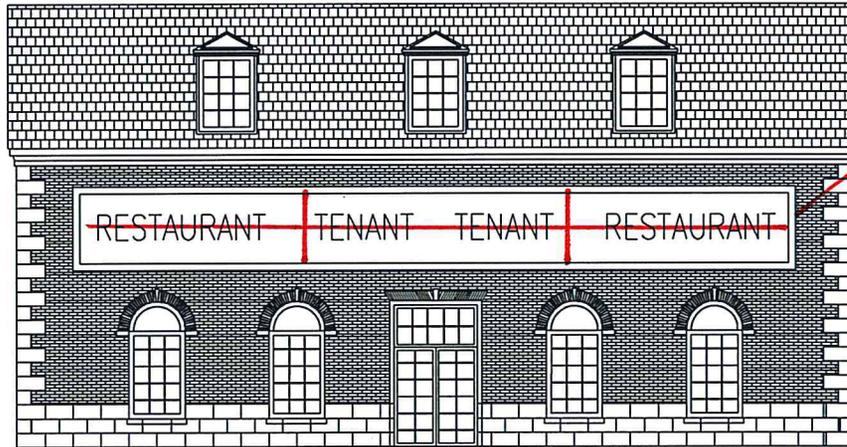


JTS ARCHITECTS

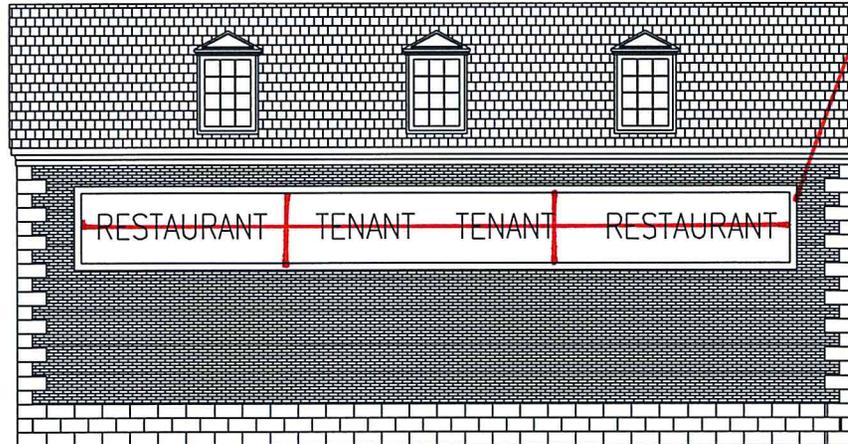
450 E. Higgins Road . Suite 202
Elk Grove Village . IL 60007
P 847.952.9970
F 847.574.8075
www.jtsarch.com



JTS ARCHITECTS
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 Elk Grove Village . IL 60007
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South

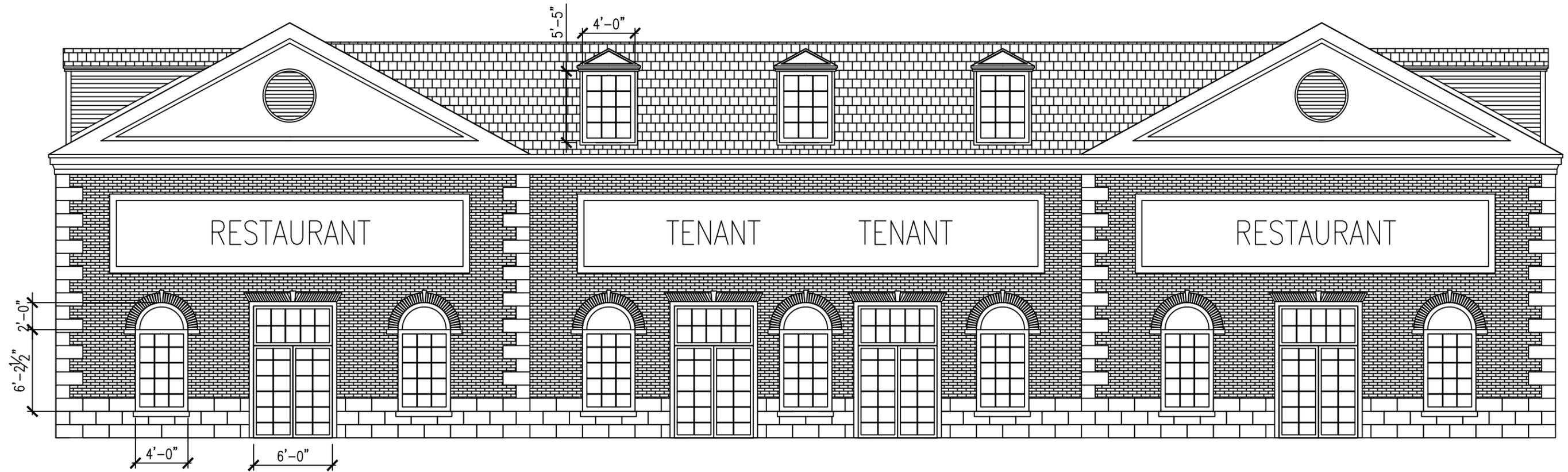


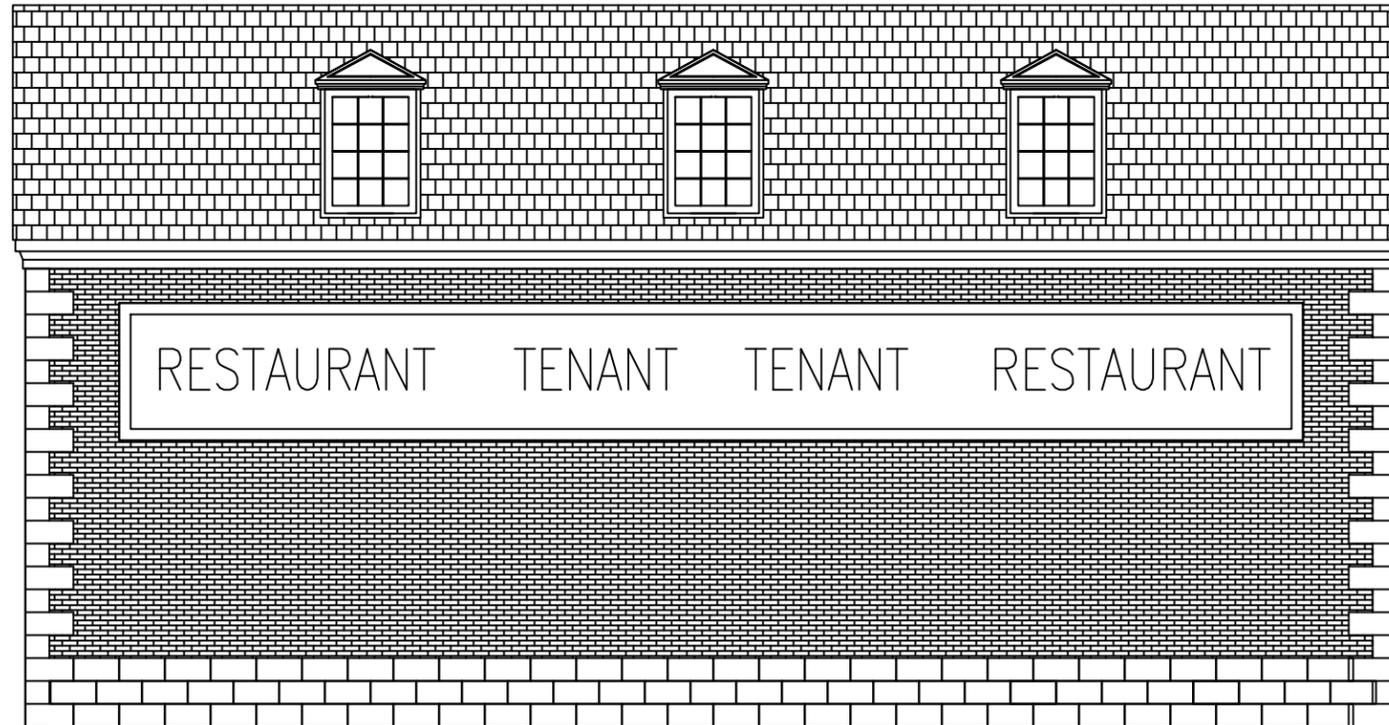
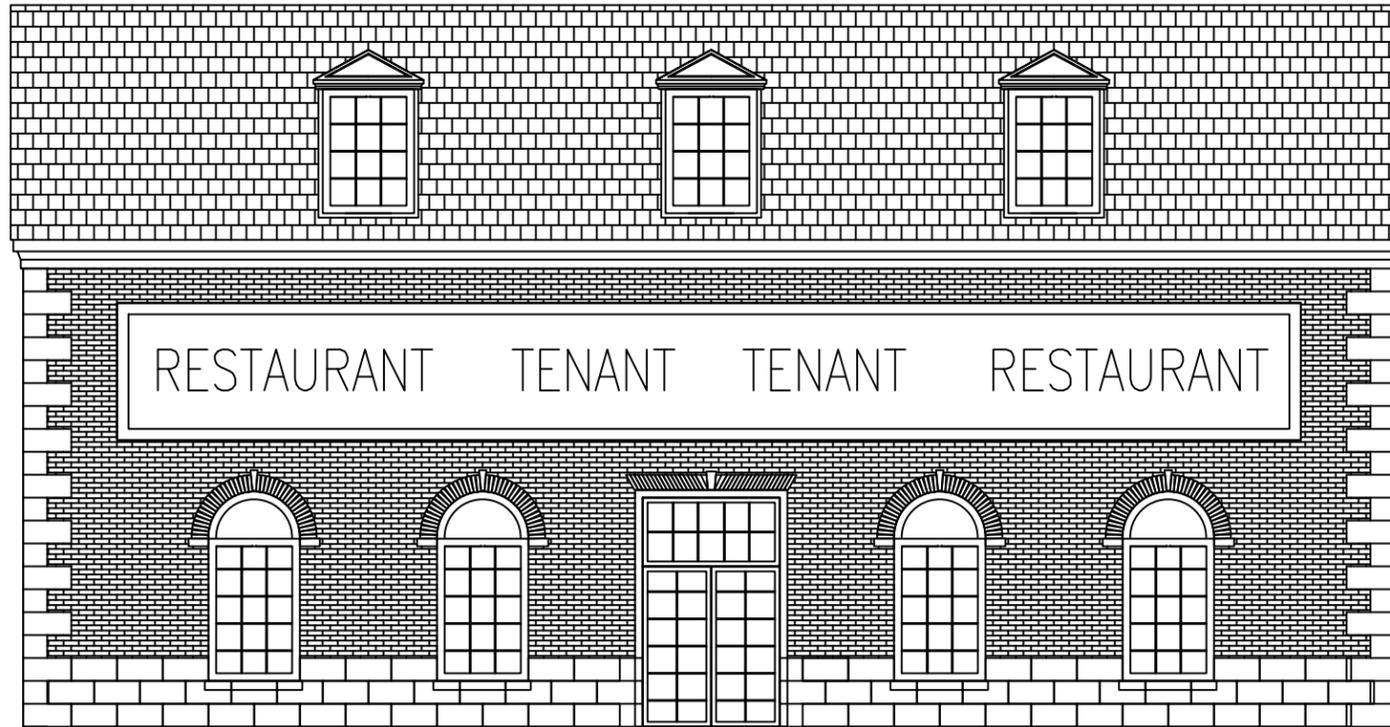
North

6 PANELS
1 FOR EACH TENANT

JTS ARCHITECTS

450 E. Higgins Road . Suite 202
Elk Grove Village . IL 60007
P 847.952.9970
F 847.574.8075
www.jtsarch.com









RESTAURANT

RETAIL RETAIL

RESTAURANT

WELCOME TO MAYWOOD

COFFEE
RESTAURANT
RETAIL
RETAIL
RESTAURANT

110





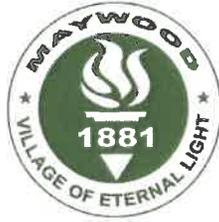
WELCOME TO MAYWOOD







115



**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**

**PC/ZBA Case #20-004
September 15th, 2020**

APPLICATION: PC/ZBA Case #20-001 – An application for a special use permit and zoning variances at 212 North 1st Avenue has been submitted by Brett Paul (applicant on behalf of Maywood Equity Group, LLC) and is scheduled for the PC/ZBA meeting on August 25th, 2020. Due to the fact that the applicant is seeking to construct a new development with a drive-thru facility, they will require a special use permit. They will also require zoning relief from the following: screening requirements for drive thru facilities, height requirements for monument signs, setback requirements for commercial districts, the use of spandrel glass on the eastern side of the building, use of Exterior Insulation and Finish System as material for sign bands and building gables, and parking requirements. The applicant currently holds a Redevelopment Agreement (“RDA”) with the Village over this property.

ZONING RELIEF IS REQUESTED AT THE FOLLOWING PROPERTY:

PIN No: 15-11-131-010-0000 through 15-11-131-018-0000, inclusive.

COMMONLY KNOWN AS: 210 to 212 North 1st Avenue and 101 to 115 Lake Street, Maywood, Illinois.

Legal Description:

Parcel 1: 212 North 1st Avenue

THE NORTH HALF OF LOT 17 AND ALL OF LOT 18 IN BLOCK 201 IN MAYWOOD, A SUBDIVISION IN SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2: 210 North 1st Avenue

THE SOUTH HALF OF LOT 17 AND ALL OF LOT 16 IN BLOCK 201 IN MAYWOOD, A SUBDIVISION IN SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 3: 101 Lake Street

LOTS 12, 13, 14 AND 15 (EXCEPT THE WEST 55 FEET THEREOF AND EXCEPT THAT PART TAKEN FOR STREET PURSUANT TO CASE NUMBER 86 L 5787) IN BLOCK 201 IN MAYWOOD, SECTION 11, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 4: 107 Lake Street

THE WEST 55 FEET OF LOTS 12, 13, 14 AND 15 IN BLOCK 201 IN MAYWOOD, A SUBDIVISION IN SECTION 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 5: 115 Lake Street

LOTS 6, 7, 8, 9, 10 AND 11 IN BLOCK 201, IN MAYWOOD, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, THE WEST HALF OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Petitioner: Bill Paul and Charles Walsh Jr. (applicants on behalf of Maywood Equity Group, LLC)
PC/ZBA Case #20-004**

Plan Commission/Zoning Board Appeals members attending the public hearing:

- **Commissioners Lira, Dawson, Campbell, and Vallow**
- **Commissioner Ratley, Commissioner Stelnicki, and Commissioner Smith were absent**

Staff:

- **Village Attorney, Michael Marrs, Klein Thorpe and Jenkins, Ltd.**
- **Village Planner, Edgar Lara, Village of Maywood**
- **Director of Community Development, David Myers, Village of Maywood**
- **Business Development Coordinator, Angela Smith, Village of Maywood**

SUMMARY OF REQUEST AND RECOMMENDATION:

The applicant is proposing to construct two commercial and retail structures (one at 2,200 Sq Ft and another Multi-Tenant structure at 6,900 Sq Ft), a parking lot, and landscaping at 210 to 212 North 1st Avenue and 101 to 115 Lake Street together as one project. The location currently serves as several Village owned vacant lots. In order to allow them to construct, they require a special use permit to allow the installation of a Drive-Thru (for the building located on the southside, the one at 2,200 Sq Ft).

The Developer is also seeking the following variances:

Zoning relief from Section 14.13 Screening Requirements (D. Drive-Through Facility) in Chapter 14 of **the MZO:**

1. A variance from screening requirements for drive-through facilities. The applicant is proposing a three (3) foot hedge along the south side of the drive-through lane, the ordinance requires it to be six (6) feet minimum.

Zoning relief from Section 15.10 Permanent Sign Standards (G. Monument Signs) in Chapter 15 of **the MZO:**

1. A variance from height requirements for monument signs. The ordinance calls for a six (6) foot maximum. The Developer is proposing a ten (10) foot monument sign.

Zoning relief will be needed from all setback requirements indicated on Table 8-3 (COMMERCIAL DISTRICT BULK AND YARD REGULATIONS) in Chapter 8 of **the MZO.**

Zoning relief to allow use of spandrel glass or other alternatives to block all of the glazing on the eastern building façade per the applicable provisions of the MZO.

Zoning relief for the use of Exterior Insulation and Finish System (EIFS) as a material for sign bands and building gables per the applicable provisions of the MZO.

Zoning relief granting a parking variance (Three (3) parking spaces per 1,000 square feet for all uses) for the Project per the applicable provisions of the MZO.

The approval of any other variances or zoning relief from the applicable provisions of the MZO required for construction of the Project in accordance with the terms of the Redevelopment Agreement.

The Petitioner's application materials, including site plans for the project, are attached hereto as **Group Exhibit A** and made a part hereof.

PUBLIC HEARING: The public hearing for this Project was commenced and completed on August 25th 2020. At the public hearing, Village staff and representatives from Maywood Equity Group, LLC presented the project to the PC/ZBA. Mr. Edgar Lara (Village of Maywood) gave a presentation to the Commissioners; he described in detail what the project would entail. Attached are the Minutes from the on August 25th 2020 PC/ZBA Meeting.

Mr. Lara gave the Plan Commission / Zoning Board of Trustees (PCZBA) a summary of the project. He stated that Maywood Equity, LLC is the same developer that is intending to develop the parcel directly north of the Burger King that is located at the north east corner of 1st and Lake. He explained that the purpose of the meeting is regarding the developer's request for a special use permit so that they can install a drive-thru facility for a tenant yet to be named over at the project site (North West corner of 1st and Lake), as well as several zoning variances relating to screening requirements for drive thru facilities, height requirements for monument signs, setback requirements for commercial districts, the use of spandrel glass on the eastern side of the building, use of Exterior Insulation and Finish System as material for sign bands and building gables, and parking requirements.

Mr. Lara explained that the parcel is currently a Village-owned vacant lot and that the Village Board of Trustees had already entered into a redevelopment agreement (RDA) with Maywood, LLC over the purchase and development of these lots. The RDA already pre-approves the special use and variances that would be necessary to construct the project, but the Village still requires a hearing through the PCZBA in order to gather public comment and receive a recommendation.

Commissioner Dawson asked if there was a rendering available for the proposed drive thru. Mr. Lara stated that one was not provided, that the drive-thru is only depicted on the site plan. Chair Lira asked about the date of the redevelopment agreement, David Myers (Director of Community Development) stated the RDA has been in place since 2016 and that the applicants had asked for extension requests in a timely manner.

Chair Lira then called up Mr. William Paul from Maywood Equity Group, LLC to answer questions regarding the project. Mr. Paul wanted to clarify that the architect they have been working with provided a number of renderings for the project and that he was not aware of what renderings made it to the application. Mr. Paul then gave some background on the project: When the applicants first got involved with the project, they sat down with the architect to do the initial lay out of the site. The applicants then met with Village officials (Community Development, Fire Department, other key staff) who reviewed the plan and gave input. The input was then taken by the architect and incorporated into

the plans. The uses that the buildings are designed and intended for were heavily influenced by Village staff input, and the materials that are to be used came at the suggestion of the architect. The use of spandrel glass for example was suggested for use on the eastern side of the building so that it would match the design style of the Widow's Home (located directly north of the parcel). The plan was ultimately the culmination of input by Village staff and the architect, and that was what was approved in the RDA.

Commissioner Dawson stated that he appreciated the intention of the applicants to make the design consistent with the Widow's Home. Commissioner Campbell asked the applicant for background information regarding the applicant's development group. Mr. Paul answered that Maywood Equity Group, LLC is a commercial developer who builds shopping centers, primarily commercial properties. Mr. Paul then stated several examples and clarified that they do commercial type of work, not residential or office buildings or things of that sort.

Chair Lira asked if the developer had any tenants in place for this site. Mr. Paul stated that they have one lease, and that they are working actively at acquiring restaurants as tenants but that the COVID pandemic has put a delay in acquiring tenants. A further discussion was had regarding proposed tenants at the site.

Chair Lira asked if the COVID situation affected the development plan as it stands, Mr. Paul responded that they still have interest from different restaurant groups and that they hope when a vaccine comes out, it will help them acquire more tenants. Further discussion was had regarding the funding of the project.

Chair Lira then swore in Charles Walsh Jr. who is another representative of Maywood Equity Group, LLC. Mr. Walsh then answered questions regarding number of tenants they are trying to acquire for the project. Two leases have been signed and they do have other groups who are interested in the other locations on the project site.

Chair Lira then asked about the variance regarding the height of the monument signs and why it is they are asking for a bigger sign than what is currently allowed. Mr. Paul answered that due to the number of tenants, they are asking for a larger sign so that they can have appropriate amount of visibility at the location. A discussion was then had regarding the use of Exterior Insulation and Finish System (EIFS) as a material for sign bands and building gables. Mr. Walsh explained that the material was the best for use for locations where you have multiple tenants over the years, this material is very durable and easy to recoat and repair and get it ready for new tenants and their signs. Masonry would deteriorate over time at a faster rate than EIFS would. A further discussion was had regarding EIFS.

Commissioner Campbell asked what the developers are doing for the community and if they will be reaching out to see if they can get involved in the project. Mr. Paul mentioned that they would like to hire locally in order to construct the project. They want to prioritize hiring within the community. A further discussion was had regarding hiring and community involvement locally, including reaching out to local business owners who would like to be tenants.

Commissioner Dawson then asked staff what the specific parking variances are. Mr. Lara stated that the parking space variances depend on the types of tenants to be acquired, but that the developer is asking for a blanket requirement of three (3) parking spaces per 1,000 sq ft. for any uses the tenants might have.

PUBLIC COMMENT:

Chair Person Lira opened up Public Comment and then closed it because no one from the public was present.

Following the public hearing held on August 25th, 2020 on the variances and special use requested, the Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval of the variances and special use requested. The final votes are as followed:

MOTION AND FINDINGS:

The zoning variances requested at the site is as follows:

Zoning relief from Section 14.13 Screening Requirements (D. Drive-Through Facility) in Chapter 14 of **the MZO:**

1. A variance from screening requirements for drive-through facilities. The applicant is proposing a three (3) foot hedge along the south side of the drive-through lane, the ordinance requires it to be six (6) feet minimum.

Zoning relief from Section 15.10 Permanent Sign Standards (G. Monument Signs) in Chapter 15 of **the MZO:**

1. A variance from height requirements for monument signs. The ordinance calls for a six (6) foot maximum. The Developer is proposing a ten (10) foot monument sign.

Zoning relief will be needed from all setback requirements indicated on Table 8-3 (COMMERCIAL DISTRICT BULK AND YARD REGULATIONS) in Chapter 8 of **the MZO.**

Zoning relief to allow use of spandrel glass or other alternatives to block all of the glazing on the eastern building façade per the applicable provisions of the MZO.

Zoning relief for the use of Exterior Insulation and Finish System (EIFS) as a material for sign bands and building gables per the applicable provisions of the MZO.

Zoning relief granting a parking variance (Three (3) parking spaces per 1,000 square feet for all uses) for the Project per the applicable provisions of the MZO.

The approval of any other variances or zoning relief from the applicable provisions of the MZO required for construction of the Project in accordance with the terms of the Redevelopment Agreement.

The applicant is also requesting a special use permit for the installation of the drive-thru at the project site.

Final Vote: 4-0-0 Motion carried. Motion Dawson, Campbell Second

FINDINGS: The PC/ZBA makes the following findings as to the proposed Variances:

1. **The strict application of the terms of this Zoning Ordinance will result in undue hardship.**

- Without variances, the developer's ability to find and retain quality tenants is impaired which could affect the Developer's ability to purchase the property from the Village and develop it with a viable center than generates sales and real estate taxes for the Village as well as providing a needed use for the Village's citizens
2. **The plight of the owner is due to unique circumstances and not applicable generally to other property within the same zoning classification.**
 - The location and use of the property is unique and the variances are required given this location and what the Village and Developer believe are positive uses for the lot.
 3. **The variation, if granted, will not alter the essential character of the locality.**
 - The variances will not adversely affect the area, the neighboring properties or the character of the neighborhood. The development will create an attractive corner for the Village with Village identification signage at developer's cost, as well as viable needed uses that generate sales taxes and increased real estate taxes for the Village.
 4. **The particular physical surroundings shape or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.**
 - The ability to develop the proposed uses on the configuration of the lot in a manner that will attract viable tenants is particular to this corner lot and its configuration. Failure to obtain the variances is not a mere inconvenience, but could instead lead to the developer's inability to purchase the property from the Village and develop the property at all.
 5. **The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.**
 - The property is vacant and owned by the Village and has not been used or generated any taxes of income for the Village for a while. The conditions on the property were not created by either the Village or Petitioner.
 6. **The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.**
 - The development should improve the real estate values of the surrounding neighborhoods plus the uses will be beneficial to and attractive to the persons in the area for their use and enjoyment.
 7. **The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of the fire, endanger the public safety or impair property values within the neighborhood.**
 - The use will not impair or cause any less light and air as it is a single story development with attractive exterior and design. The congestion will not be impaired beyond existing circumstances and the development will not endanger public safety. The Development is anticipated to increase the property values in the neighborhood.

8. The proposed variations are consistent with the spirit and intent of the Village's Zoning Ordinance and adopted Comprehensive Plan.

- The plan has been discussed with the Village and its planning members prior to entering into the Redevelopment Agreement with the Village and all parties believe that this is beneficial to the Village and the neighborhood. The minor variances requested are consistent with the Village's overall comprehensive plans.

9. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

- Without the variances, the developer may be unable to purchase and develop the property which would greatly reduce the funds available to the Village from the development as well as substantially decrease the value of the property.

FINDINGS: The PC/ZBA makes the following findings as to the proposed Special Use:

1. The establishment, maintenance, and operation of the special use in the specific location proposed will not be unreasonably detrimental to or endanger the public health, safety or general welfare of any portion of the community.

- The special use is not detrimental to the public health. All the uses requested, including the drive thru, are positive uses that provided needed and attractive services to the public.

2. The proposed special use is compatible with adjacent properties and other property within the immediate vicinity of the special use.

- The suggested drive thru use is not inconsistent with adjoining properties or properties within the general vicinity.

3. The proposed special use will not substantially diminish and impair property values within the immediate vicinity.

- The development and proposed uses, along with the drive thru special use, should increase the values of the adjoining properties.

4. The establishment of the proposed special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

- The development and proposed drive thru use should actually attract more interest in the development and improvement of the surrounding area

5. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.

- The proposed development will provide all adequate facilities and developer will obtain all required permits to evidence same.



Village of **MAYWOOD**

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450 - 4405
COMMUNITY DEVELOPMENT

TO: Plan Commission/ZBA

Review Date: August 25th, 2020

From: Community Development Dept.

Prepared By:
Edgar Lara, Planner / Zoning Officer

Case PC/ZBA 20-004

Background

An application for a special use permit and zoning variances at 212 North 1st Avenue has been submitted by Brett Paul (applicant on behalf of Maywood Equity Group, LLC) and is scheduled for the PC/ZBA meeting on August 25th, 2020. Due to the fact that the applicant is seeking to construct a new development with a drive-thru facility, they will require a special use permit. They will also require zoning relief from the following: screening requirements for drive thru facilities, height requirements for monument signs, setback requirements for commercial districts, the use of spandrel glass on the eastern side of the building, use of Exterior Insulation and Finish System as material for sign bands and building gables, and parking requirements. The applicant currently holds a Redevelopment Agreement (“RDA”) with the Village over this property.

Required Variances and Special Use

The Project requires granting a special use permit as indicated on Table 8-1 (COMMERCIAL DISTRICTS PERMITTED & SPECIAL USES) in Chapter 8 of the Maywood Zoning Ordinance (MZO) for the proposed drive-through facility. A variance from Section 14.13 Screening Requirements (D. Drive-Through Facility) in Chapter 14 of the MZO: for the proposed three (3) foot hedge along the south side of the drive-through lane (the ordinance requires it to be six (6) feet minimum). As well as a variance from Section 15.10 Permanent Sign Standards (G. Monument Signs) in Chapter 15 of the MZO: for the proposed monument sign (The ordinance calls for a six (6) foot maximum). The Developer is proposing an ten (10) foot monument sign. They will also require zoning relief to allow use of spandrel glass or other alternatives to block all of the glazing on the eastern building façade, zoning relief for the use of Exterior Insulation and Finish System (EIFS) as a material for sign bands and building gables, and zoning relief granting a parking variance (Three (3) parking spaces per 1,000 square feet for all uses). Staff recommends that Plan Commission / Zoning Board of Appeals (PC/ZBA) grant the special use and these variances.

PHOTO OF PUBLIC HEARING

SIGN LOCATED AT 212 North 1st Avenue, MAYWWOD, IL., 60153 (Date: Monday, August 10th, 2020 @ 10:00AM)



STAFF TECHNICAL REVIEW COMMITTEE – DEPARTMENT REPRESENTATION:

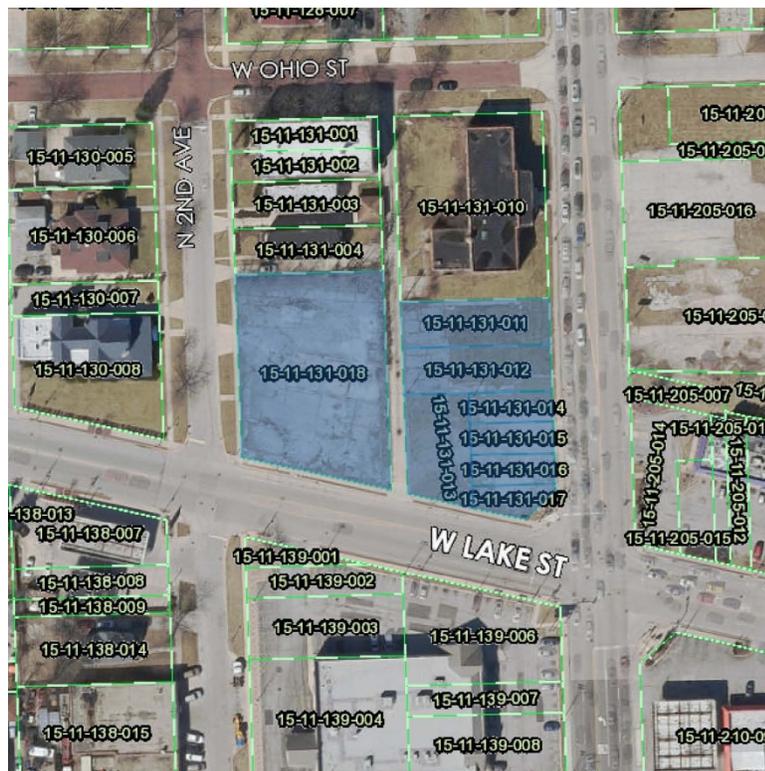
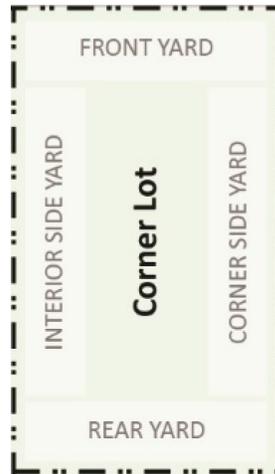
David Myers; Director of Community Development
Angela Smith; Coordinator of Business Development
Edgar Lara; Planner / Zoning Officer
Val Talley; Police Chief
Craig Bronaugh; Fire Chief
Bill Peterhansen, Village Engineer, Hancock Engineering

RECOMMEDATIONS

Staff supports the special use for the drive-thru facility and the following listed variance requests: A variance from Section 14.13 Screening Requirements (D. Drive-Through Facility) in Chapter 14 of the MZO: for the proposed three (3) foot hedge along the south side of the drive-through lane (the ordinance requires it to be six (6) feet minimum), as well as a variance from Section 15.10 Permanent Sign Standards (G. Monument Signs) in Chapter 15 of the MZO: for the proposed monument sign (The ordinance calls for a six (6) foot maximum). The Developer is proposing an ten (10) foot monument sign. They will also require zoning relief to allow use of spandrel glass or other alternatives to block all of the glazing on the eastern building façade, zoning relief for the use of Exterior Insulation and Finish System (EIFS) as a material for sign bands and building gables, and zoning relief granting a parking variance (Three (3)

parking spaces per 1,000 square feet for all uses). The project will take place on what is considered a “Corner Lot”. Below are depictions of what a Corner lot is as well as a screenshot of the project location from Cook County Parcel Viewer GIS

Corner Lot



212 North 1st Avenue

Attachments:

- Staff Report Attachments
- 1. Proposal Location Map
- 2. Noticing

- a. Certification of Sun Times Notice
- b. Photos of sign placement
- c. Affidavit of Public Notice Information

Petitioner's Submittal Documents

- d. Project Summary Narrative Letter
- e. Petition for PC/ZBA
- f. Preliminary Plans
- g. Approval Standards for Variance

RECOMMENDED MOTION

MOTION: TO RECOMMEND THE REQUESTED SPECIAL USE AND VARIANCES FOR THE PROPERTY LOCATED AT 212 North 1st Avenue, PC/ZBA CASE 20-004 TO THE VILLAGE BOARD OF TRUSTEES PENDING APPROVAL OF THE RDA.

Maywood Equity Group LLC

745 McClintock Dr.
Suite 110

Maywood Plan Commission/Zoning Board of Appeals
40 Madison
Maywood, IL 60153

RE: Maywood Rezoning "Parcel A" at NWC of First Ave. and Lake St.

Maywood Plan Commission/Zoning Board of Appeals,

Maywood Equity Group is planning to construct a retail/restaurant development at the Northwest Corner of First Ave. and Lake Street ("Parcel A"). The development will consist of two buildings, one being a 6,900 square foot multi-tenant retail building at the eastern portion of Parcel A and a 2,200 square foot freestanding single tenant building at the southern portion of Parcel A. A site plan has been submitted as an exhibit attached to the application packet.

Maywood Equity Group requires the following zoning relief to develop the property per the plan.

1. Parking Variance: Three (3) parking spaces per 1,000 square feet for all uses as shown on the Site Plan
2. Setback variances, as shown on the site plan.
3. Use of spandrel glass or other alternatives to block all of the glazing on the eastern building facades, as shown on the renderings.
4. Use of Exterior Insulation and Finish System (EIFS) as material for sign bands and building gables as shown on renderings
5. Four foot variance from maximum sign height regulation to allow Project monument sign height at ten foot to accommodate tenant requirements. (Maywood Village Code: maximum sign height is six foot.
6. Special Use Permit approval for Drive-Thru Facility per Site Plan
7. Three foot variance from minimum height of landscape buffer regulation for drive-thru to allow installation of three foot high hedge along the drive thru lane.

All variances have been approved by the Village in The Redevelopment Agreement executed January 7, 2019 and are required to develop the property per the agreement with the Village.

Best regards,

Brett Paul

Partner, Maywood Equity Group LLC



PETITION
Plan Commission/Zoning Board of Appeals

FILE NO.
DATE FILED

- 1. Applicant Maywood Equity Group LLC Daytime Phone 630-669-5678
Mailing Address 745 McClintock Drive, #110, Burr Ridge, IL 60527
Email Address bpaul@xsiterealestate.com
2. Owner(s) of Record Village of Maywood Daytime Phone 708-450-6301
Mailing Address 40 Madison Street, Maywood, IL 60153
Owner(s) of Record
Daytime Phone
Mailing Address
3. Applicant is: [] Owner [] Attorney [x] Other Agent (please specify) Developer/purchaser under RDA with village
4. Applicant Relationship to owner party to Redevelopment Agreement with Village of Maywood
5. Address/Location of Subject Property 101, 107 and 115 Lake St and 210 and 212 North 1st Avenue
6. Permanent Index Number(s) of Subject Property See legal attached page
7. Present Zoning Classification C-2 pedestrian Proposed Zoning Classification (if applicable) same
8. Zoning Designations and Uses of properties to the North South East West
9. Current Use vacant Proposed Use (if applicable) commercial retail
10. Lot Square Footage .994 acres Building Square Footage 2 totalling 9,100 sq. ft.
11. Explanation of Relief requested see attached Exhibit A
12. Ordinance Section See Exhibit A

APPLICATION MUST BE FILED IN TRIPLICATE (one original and 2 copies) WITH ORIGINAL SIGNATURES
I hereby certify that the above statements and all accompanying statements and drawings are true and correct to the best of my knowledge. I hereby consent to the entry in or upon the premises described in this application by any authorized official of the Village of Maywood for the purpose of securing information, posting, maintaining and removing such notices as may be required by law.

Applicant Signature

Date

Please note that advertisement of proposed projects prior to Village approval in no way creates an obligation for Village approval. Any advance promotion of a project is done at the risk of the petitioner.



Plan Commission/Zoning Board of Appeals PETITIONER'S SUBMITTAL CHECKLIST

Project Title: Lake St and North 1st Avenue

Project Contact: Bill Paul **Phone:** 630-669-5678

Submittal Guidelines:

This is a general checklist. Other items pertaining to your case may be necessary. The Plan Commission and/or Village Board may request additional information. ALL PETITIONERS ARE URGED TO REVIEW THE MATERIAL IN THIS PACKAGE AND The Village of Maywood Zoning Ordinance. Petitions for Planned Unit Developments must be filed in accordance with the Maywood Zoning Ordinance.

- **Ten** (10) collated packets of full-size plans shall be submitted for Technical Review Committee review. **One additional** set at no larger than 11" by 17" shall be submitted for distribution purposes. If revised plans are necessary, **ten** (10) additional full size sets must be submitted for further review.
- **Ten** (10) additional 11" x 17" sets of all plans (including all revisions) must be submitted by the date of the PC/ZBA calendar for the date being requested for the anticipated public hearing with the Petition for PC/ZBA application.
- The maximum plan size shall be 24 inches by 36 inches (must be folded to 8 ½ by 11 inches for submittal).

Each drawing, shall include the following basic information:

- Project name
- Approximate Address
- Drawing Title and Sheet Number
- Scale, both in numerals and graphic
- North arrow
- Date and latest revision date, if any
- Name of person(s) preparing the drawing, professional registration or affiliation, address and phone number
- Name, address and phone number of the property owner and/or applicant

Attach the following for all petitions (as required):

Required Not Applicable

<input type="checkbox"/>	<input type="checkbox"/>	1. PETITION FOR PLAN COMMISSION/ZONING BOARD OF APPEALS The Petition for PC/ZBA must be filed in triplicate with original signatures on all three copies.
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<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. PROOF OF OWNERSHIP A Letter of Authorization from the Owner of Record is required if an agent is designated or if the Owner's signature is not on the petition. A Land Trust Disclosure form must be included if applicable.
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. APPLICATION FEE Fees are listed on the Petition for PC/ZBA and are based on the type(s) of petition(s) requested.
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4. LEGAL REGISTERED SURVEYOR’S “PLAT OF SURVEY”

Two copies of a **certified current*** plat of survey prepared by a surveyor including:

- a. Legal Description of the site
- b. Acreage/Site Area
- c. Dimensioned Boundaries of the Subject Site
- d. Property lines
- e. Easements, if any
- f. Adjacent road right-of-ways
- g. Overhead and Underground Utilities (sanitary sewer, water main, storm sewer, electric, telephone, gas, cable television, and street lights)

***Current plat of survey is dated within ONE YEAR of application with no alterations.**

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5. PROJECT SUMMARY/NARRATIVE LETTER

A written overview of the project and summary of evidence must be submitted in the form of a cover letter that makes reference to submitted plans and exhibits. The letter shall also include a summary of the evidence which the petitioner proposes to offer in order to demonstrate compliance with the conditions for approval in applicable sections of the Village Code as well as justification for any requested Special Use, Variation, Planned Development, etc.

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6. CERTIFICATION OF PUBLIC NOTICE INFORMATION AND LIST OF SURROUNDING PROPERTY OWNERS (as required by Section 3.3)

The applicant shall be responsible for mailing proper notice. Notice shall be sent by certified mail, properly addressed to the owners as shown in the records of the Cook County Recorder and on the tax assessor’s rolls, with sufficient postage affixed thereon and with return receipt requested. The applicant shall provide an affidavit to the Village stating that notice was mailed to every property within two-hundred fifty (250) feet of the subject property. The applicant shall also provide the Village with a list of names, addresses and property identification numbers (PIN) of all notice recipients.

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7. PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD Sec. 5.6(c))

1. Minimum Requirements

Every Preliminary Plan shall contain the following:

- a. A plat of survey of the parcel or parcels of land comprising the zoning lot that is less than one (1) year old. The plat shall be drawn to scale showing the actual dimensions of this zoning lot, including all parcels or lots within the zoning lot. The plat shall be drawn in accordance with the recorded plat of such land.
- b. Proof of ownership.
- c. A site location map drawn to an appropriate scale showing the proposed planned unit development in relation to surrounding streets and property located within three hundred (300) feet in all directions of the development site. The map shall indicate the location, yards, height and land use of all existing buildings and structures immediately adjacent to the development site.
- d. A site plan drawn to an appropriate scale showing:
 - i. The location, ground area, height, bulk and approximate dimensions of all existing and proposed buildings and structures within the planned unit development.
 - ii. The use or uses to be made of such existing and proposed buildings and structures.
 - iii. The dimensions of all perimeter yards and the distance between all buildings and structures.
 - iv. The location and dimensions of all pedestrian walkways, driveways, streets, parking and loading facilities, including the number of parking

spaces serving each building or land use type and all parking related screening and landscaping.

v. The location, height, design and illumination characteristics of all external lighting fixtures within the development.

vi. The location and dimensions of any areas proposed to be conveyed, dedicated or reserved for parks, parkways, playgrounds, places of worship, school sites, public buildings or for any other public or quasi-public use.

e. Typical building elevations and schematic design presentations indicating the general architectural character of all proposed structures, including proposed building materials.

The drawings need not be the result of final architectural decisions.

f. A traffic circulation plan and traffic impact analysis prepared by a qualified professional indicating the proposed movement of vehicles, goods and pedestrians within the planned unit development, and to and from adjacent streets, and the impact of the proposed planned development upon existing traffic patterns. Such studies shall also include an examination of the adequacy of on-site parking facilities, vehicular circulation patterns and pedestrian access and safety.

g. A drainage plan prepared by a qualified professional indicating the manner in which surface drainage will be controlled and managed, consistent with all Village and other governmental jurisdictions, regulations and requirements.

h. A utilities study prepared by a qualified professional indicating the adequacy of the utility systems serving the proposed planned unit development, including water distribution lines, sanitary sewers and storm water drainage facilities.

i. A landscape plan prepared by a qualified landscape architect indicating the general character of all proposed landscaping, screening and fencing, including all open space areas around buildings and structures. Said landscape plan need not be the result of final architectural decisions.

j. A separate schedule setting forth any proposed exceptions to any Village regulations. This schedule shall cite by Section number each regulation from which an exception is sought.

k. An exterior lighting plan.

8. FINAL PLAN – PLAN UNIT DEVELOPMENT

Within one (1) year following the approval of the Preliminary Plan the applicant shall file with the Zoning Administrator a Final Plan containing, in final form, the information required for the Preliminary Plan. If the planned unit development is to be developed in phases, the applicant need only file a Final Plan for the first phase of development, as indicated in the development and construction schedule prescribed IN Section 5.6(i)(h). The Final Plan for the remaining phases shall be filed in accordance with the development and construction schedule. See section 5.6(D) for required information and documentation for all final plans for Planned unit Developments.

9. COLOR RENDERINGS

Color renderings of a proposed project should be provided prior to Plan Commission/ZBA consideration (as required by Staff).

10. DECLARATIONS OF EASEMENT

A draft of any declarations of easement relating to public improvements or common elements or facilities must be included.

Attach the following for petitions for Planned Unit Developments involving subdivisions of Lots:

Required Not Applicable

11. SITE PLAN OF LOT DIVISION/CONSOLIDATION

A sketch of the proposed lot split or lot reconfiguration including dimensioned boundaries of the two proposed resulting lots, any structures to remain and any resulting setback dimensions. A full property survey of the existing conditions and improvements must be attached to the proposal.

12. PLAT OF EASEMENT AND LEGAL DESCRIPTION

A sample legal description shall be provided of the two or more proposed lots. A ten (10) foot easement shall be required when the property does not maintain a public alley at the rear adjoining the rear property line.

13. STANDARDS

Complete Approval Standards document.

If after reviewing this checklist you have additional questions about the PC/ZBA process, please call the Department of Community Development at (708) 450-4405.



AFFIDAVIT OF PUBLIC NOTICE INFORMATION

(Public Notification for Public Hearings is required by the Zoning Ordinance of the Village of Maywood and Illinois Statute and incomplete or inaccurate property owner information, from which notification is made, can invalidate a Public Hearing.)

I, Brett Paul
~~William Paul~~, as manager of Maywood Equity Group, attest, as the petitioner or authorized representative of the petitioner, as part of a complete application for the Village to consider proposed project at Lake St and North 1st Avenue (address/property location), that due care was given to identifying the most current list of property owners that are required to be notified per Section 3.3 of the Zoning Ordinance of the Village of Maywood, including their respective mailing addresses and Parcel Identification Numbers (PIN), that this complete and accurate list is hereby transmitted to the Village as an attachment to this Affidavit and that notice was sent by or on behalf of the petitioner via Certified Mail to all owners on the list in conformance with the requirements of Section 3.3 of the Zoning Ordinance.

Project Title/Description: Retail Development Lake St and North 1st Avenue

Project Proposed Address: _____

Attest: _____

Printed Name of Petitioner or Authorized Representative

Maywood Equity Group LLC

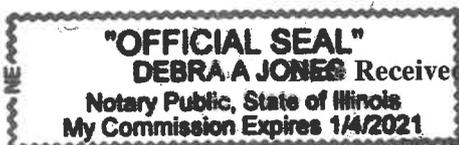
Signature of Petitioner or Authorized Representative

By: Brett Paul

Date 8/6/2020

Subscribed and Sworn To
Before Me This 6th Day
Of August, 2020

Debra A Jones
Notary Public



Received (Village Use Only) Staff Initials _____

Approval Standards for Variations (Zoning Ordinance, § 4.3(E))

No variation from the provisions of the Zoning Ordinance shall be granted unless the Plan Commission/Zoning Board of Appeals and Village Board makes specific written findings based on the following standards - please respond after each with a short narrative stating how the proposed variation meets or is consistent with each standard:

1. The strict application of the terms of this Zoning Ordinance will result in undue hardship.

Without variances, the developer's ability to find and retain quality tenants is impaired which could affect the Developer's ability to purchase the property from the Village and develop it with a viable center than generates sales and real estate taxes for the Village as well as providing a needed use for the Village's citizens

2. The plight of the owner is due to unique circumstances and not applicable generally to other property within the same zoning classification.

The location and use of the property is unique and the variances are required given this location and what the Village and Developer believe are positive uses for the lot.

3. The variation, if granted, will not alter the essential character of the locality.

The variances will not adversely affect the area, the neighboring properties or the character of the neighborhood. The development will create an attractive corner for the Village with Village identification signage at developer's cost as well as viable needed uses that generate sales taxes and increased real estate taxes for the Village

In addition the Plan Commission/Zoning Board of Appeals and Village Board, in making its findings may require into the following evidentiary issues, as well as any others deemed appropriate. Please respond after each with a short narrative stating how your request meets each standard.

4. The particular physical surroundings, shape or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.

the ability to develop the proposed uses on the configuration of the lot in a manner that will attract viable tenants is particular to this corner lot and its configuration. Failure to obtain the variances is not a mere inconvenience but could lead to the developer's inability to purchase the property from the Village and develop the property at all

5. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.

The property is vacant and owned by the Village and has not been used or generated any taxes of income for the Village for a while

6. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.

The development should improve the real estate values of the surrounding neighborhoods plus the uses will be beneficial to and attractive to the persons in the area for their use and enjoyment

7. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety or impair property values within the neighborhood.

the use will not impair or cause any less light and air as it is a single story development with attractive exterior and design. The congestion will not be impaired beyond existing circumstances and the development will not endanger public safety. the Development should increase the property values in teh neighborhood

8. The proposed variation is consistent with the spirit and intent of the Village's Zoning Ordinance and the adopted Comprehensive Plan.

the plan has been discussed with the Village and its planning members prior to entering into the Redevelopment Agreement with the Village and all parties believe that this is beneficial to the Village and the neighborhood. The minor variances requested are consistent with the Village's overall comprehensive plans

9. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

Without the variances, the developer may be unable to purchase and develop the property which would greatly reduce the funds available to the Village from the development as well as substantially decrease the value of the property

Approval Standards for Special Uses (Zoning Ordinance, § 4.4(E))

No special use shall be recommended for approval by the Plan Commission/Zoning Board of Appeals and approved by the Village Board unless the Plan Commission/Zoning Board of Appeals has made findings, based upon the evidence presented at the public hearing, to support each of the following conclusions - please respond after each with a short narrative stating how the proposed special use meets or is consistent with each standard:

1. The establishment, maintenance and operation of the special use in the specific location proposed will not be unreasonably detrimental to or endanger the public health, safety or general welfare of any portion of the community.

The special uses are not detrimental to the public health. All of the uses requested are positive uses that provided needed and attractive services to the public.

2. The proposed special use is compatible with adjacent properties and other property within the immediate vicinity of the special use.

The suggested uses are not inconsistent with adjoining properties or general vicinity.

3. The proposed special use will not substantially diminish and impair property values within the immediate vicinity.

The development and proposed special uses should increase the values of the adjoining properties

4. The establishment of the proposed special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

The development and proposed uses should actually attract more interest in the development and improvement of the surrounding area

5. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.

the proposed development will provide all adequate facilities and developer will obtain all required permits to evidence same

6. The special use in the specific location proposed is consistent with the spirit and intent of the Village's Zoning Ordinance and its Comprehensive Plan.

the uses provide needed services for general public and are consistent with the Village's overall plan

VILLAGE OF MAYWOOD
40 MADISON STREET
MAYWOOD IL 60153

Receipt No: 2.008774

Aug 6, 2020

MAYWOOD EQUITY GROUP LLC

CODE (NOT INTERFACED)
ZONING MAPS

600.00

Total:

600.00
=====

CHECKS

Check No: 1029

600.00

Payor:

MAYWOOD EQUITY GROUP LLC

Total Applied:

600.00

Change Tendered:

.00
=====

08/06/2020 2:16 PM

**VILLAGE OF MAYWOOD
NOTICE OF PUBLIC HEARING**

Notice is given to all interested persons that the Plan Commission/Zoning Board of Appeals of the Village of Maywood will hold a Public Hearing beginning at 7:00 PM or as soon thereafter as the business of the Plan Commission/Zoning Board of Appeals permits, on Tuesday, August 25, 2020 in the Village of Maywood Council Chambers, 125 S. 5th Avenue, Second Floor, Maywood, Illinois, to consider a request for a special use permit for a drive-through facility and other zoning relief set forth below ("Zoning Relief") as part of the development of the below legally described real properties ("Subject Properties") by Maywood Equity Group, LLC ("Developer") pursuant to a Redevelopment Agreement entered into by the Developer and the Village of Maywood. The Redevelopment Agreement was approved by the Village pursuant to Ordinance No. 2018-58 on December 19, 2018. The development shall consist of construction of two (2) new single story commercial, retail buildings plus on-site parking stalls, landscape and hardscape improvements, interior parking lot lighting, interior sidewalks and a signature pylon sign electronic reader board (the "Project"). The Subject Properties are vacant and currently owned by the Village, but title to the Subject Properties will be conveyed to the Developer per the Redevelopment Agreement after all of the pre-conveyance conditions are satisfied by the Developer. The Developer, as applicant, has filed a zoning application requesting approval of the Zoning Relief as authorized by the Village under the Redevelopment Agreement.

The Project requires granting a special use permit as indicated on Table 8-1 (COMMERCIAL DISTRICTS PERMITTED & SPECIAL USES) in Chapter 8 of the **Maywood Zoning Ordinance (MZO)** for the proposed drive-through facility and drive-through vehicle lane.

The Developer is also seeks the following variances:

Zoning relief from Section 14.13 Screening Requirements (D. Drive-Through Facility) in Chapter 14 of **the MZO**:

1. A variance from screening requirements for drive-through facilities. The applicant is proposing a three (3) foot hedge along the south side of the drive-through lane, the ordinance requires it to be six (6) feet minimum.

Zoning relief from Section 15.10 Permanent Sign Standards (G. Monument Signs) in Chapter 15 of **the MZO**:

1. A variance from height requirements for monument signs. The ordinance calls for a six (6) foot maximum. The Developer is proposing a ten (10) foot monument sign.

Zoning relief will be needed from all setback requirements indicated on Table 8-3 (COMMERCIAL DISTRICT BULK AND YARD REGULATIONS) in Chapter 8 of **the MZO**.

Zoning relief to allow use of spandrel glass or other alternatives to block all of the glazing on the eastern building façade per the applicable provisions of the MZO.

Zoning relief for the use of Exterior Insulation and Finish System (EIFS) as a material for sign bands and building gables per the applicable provisions of the MZO.

Zoning relief granting a parking variance (Three (3) parking spaces per 1,000 square feet for all uses) for the Project per the applicable provisions of the MZO.

The approval of any other variances or zoning relief from the applicable provisions of the MZO required for construction of the Project in accordance with the terms of the Redevelopment Agreement.

A location map of the Subject Properties is enclosed with this notice.

The Village President and Board of Trustees have forwarded this matter to the Plan Commission/Zoning Board of Appeals ("PC/ZBA") for the holding of a public hearing and the issuance of the PC/ZBA's findings and recommendation as authorized by Section 4.4 of the MZO.

**Case PC/ZBA 20-004
Developer / Applicant: Brett Paul (on behalf of Maywood Equity Group, LLC)**

The Subject Properties are legally described as follows:

Parcel 1: 212 North 1st Avenue:
THE NORTH HALF OF LOT 17 AND ALL OF LOT 18 IN BLOCK 201 IN MAYWOOD, A SUBDIVISION IN SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2: 210 North 1st Avenue:
THE SOUTH HALF OF LOT 17 AND ALL OF LOT 16 IN BLOCK 201 IN MAYWOOD, A SUBDIVISION IN SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 3: 101 Lake Street:
LOTS 12, 13, 14 AND 15 (EXCEPT THE WEST 55 FEET THEREOF AND EXCEPT THAT PART TAKEN FOR STREET PURSUANT TO CASE NUMBER 86 L 5787) IN BLOCK 201 IN MAYWOOD, SECTION 11, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 4: 107 Lake Street:
THE WEST 55 FEET OF LOTS 12, 13, 14 AND 15 IN BLOCK 201 IN MAYWOOD, A SUBDIVISION IN SECTION 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 5: 115 Lake Street:
LOTS 6, 7, 8, 9, 10 AND 11 IN BLOCK 201, IN MAYWOOD, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, THE WEST HALF OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 15-11-131-010-0000 through 15-11-131-018-0000, inclusive.

COMMONLY KNOWN AS: 210 to 212 North 1st Avenue and 101 to 115 Lake Street, Maywood, Illinois.

During the Public Hearing, the PC/ZBA will hear testimony from and consider any evidence presented by persons interested to speak on this matter. In addition, objections and other comments, if any, relating to the proposal and zoning relief being requested, may be submitted to the Community Development Department, 40 Madison Street, Maywood, Illinois prior to 4:00 PM on the day of the Public Hearing.

The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois Open Meetings Act. The proposal and zoning relief sought may be added to, revised, altered or eliminated as a result of the Public Hearing and prior to final action by the Corporate Authorities of the Village of Maywood.

Due to the COVID-19 pandemic, the public's participation in this Public Hearing shall be as follows: Physical attendance at this public hearing is limited to the lesser of 50 individuals or 50% room occupancy, with priority given to Village officials, Village staff and consultants and the Developer and its consultants, subject to social distancing guidelines. Members of the public are encouraged to use the Zoom app to watch, listen and participate in the Public Hearing. A link with the Meeting ID number and access

code to join the Public Hearing will be posted on the Village website at least 2 hours before the Public Hearing. Public comments will be allowed during the Public Hearing, using the "raise hand" function in the Zoom app. Public comments may also be submitted in advance of the Public Hearing by leaving a hard copy in the Village Hall drop box or via email to elara@maywood-il.org. com by 3:00 p.m. on the day of the Public Hearing. Your written comments will be read into the public record (if concise) or included as part of the public record.

The above Public Hearing restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and Illinois Governor Disaster Proclamation dated July 24, 2020 (Phase 4 Restore Illinois Plan), and Executive Order 2020-48 extending the Governor's prior Executive Orders relating to the COVID-19 pandemic and his implementation of Phase 4 of the "Restore Illinois" Plan (Community Revitalization Order - COVID-19 E.O. No. 45).
Dated this 6th day of August, 2020

By Order of the Plan Commission/Zoning Board of Appeals of the Village of Maywood, Cook County, Illinois.

If you require specific accommodations with regard to physical disabilities or require language interpretative services, please contact our office at 708-450-4405.
8/10/2020 #1102710

Name	ADDR_FULL	City	State	Zip
Owner/ Occupant	95 ERIE ST	Maywood	Illinois	60153
Owner/ Occupant	93 ERIE ST	Maywood	Illinois	60153
Owner/ Occupant	92 E ERIE ST	Maywood	Illinois	60153
Owner/ Occupant	91 ERIE ST	Maywood	Illinois	60153
Owner/ Occupant	91 ERIE ST	Maywood	Illinois	60153
Owner/ Occupant	90 E ERIE ST	Maywood	Illinois	60153
Owner/ Occupant	9 N 3RD AVE	Maywood	Illinois	60153
Owner/ Occupant	9 N 3RD AVE	Maywood	Illinois	60153
Owner/ Occupant	9 N 3RD AVE	Maywood	Illinois	60153
Owner/ Occupant	88 E ERIE ST	Maywood	Illinois	60153
Owner/ Occupant	87 OHIO ST	Maywood	Illinois	60153
Owner/ Occupant	812 N 1ST AVE	Maywood	Illinois	60153
Owner/ Occupant	8 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	7 N 4TH AVE	Maywood	Illinois	60153
Owner/ Occupant	6 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	53 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	51 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	51 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	51 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	51 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	500 MAIN ST	Maywood	Illinois	60153
Owner/ Occupant	49 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	319 N 3RD AVE	Maywood	Illinois	60153
Owner/ Occupant	319 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	318 N 3RD AVE	Maywood	Illinois	60153
Owner/ Occupant	318 N 3RD AVE	Maywood	Illinois	60153
Owner/ Occupant	318 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	318 N 1ST AVE	Maywood	Illinois	60153
Owner/ Occupant	316 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	315 N 3RD AVE	Maywood	Illinois	60153
Owner/ Occupant	315 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	315 N 1ST AVE	Maywood	Illinois	60153
Owner/ Occupant	314 N 1ST AVE	Maywood	Illinois	60153
Owner/ Occupant	312 N 3RD AVE	Maywood	Illinois	60153
Owner/ Occupant	312 N 1ST AVE	Maywood	Illinois	60153
Owner/ Occupant	312 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	312 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	311 N 3RD AVE	Maywood	Illinois	60153
Owner/ Occupant	311 N 3RD AVE	Maywood	Illinois	60153
Owner/ Occupant	311 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	311 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	311 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	311 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	310 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	309 N 2ND AVE	Maywood	Illinois	60153

Owner/ Occupant	217 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	217 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	216 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	215 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	212 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	212 N 1ST AVE	Maywood	Illinois	60153
Owner/ Occupant	212 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	211 N 1ST AVE	Maywood	Illinois	60153
Owner/ Occupant	210 N 1ST AVE	Maywood	Illinois	60153
Owner/ Occupant	207 N 1ST AVE	Maywood	Illinois	60153
Owner/ Occupant	20 N 3RD AVE	Maywood	Illinois	60153
Owner/ Occupant	20 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	18 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	17 N 3RD AVE	Maywood	Illinois	60153
Owner/ Occupant	16 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	15 N 1ST AVE	Maywood	Illinois	60153
Owner/ Occupant	14 N 3RD AVE	Maywood	Illinois	60153
Owner/ Occupant	13 N 4TH AVE	Maywood	Illinois	60153
Owner/ Occupant	12 N 2ND AVE	Maywood	Illinois	60153
Owner/ Occupant	115 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	11 N 4TH AVE	Maywood	Illinois	60153
Owner/ Occupant	11 N 1ST AVE	Maywood	Illinois	60153
Owner/ Occupant	11 N 1ST AVE	Maywood	Illinois	60153
Owner/ Occupant	101 N 1ST AVE	Maywood	Illinois	60153
Owner/ Occupant	101 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	101 LAKE ST	Maywood	Illinois	60153
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Owner/ Occupant	101 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	101 LAKE ST	Maywood	Illinois	60153
Owner/ Occupant	1 S 5TH AVE	Maywood	Illinois	60153

PIN14	PIN10 *
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15111310160000	1511131016
15115000030000	1511500003



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 Edwenna Perkins and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: September 9, 2020
RE: Village Regulation of Home Kitchen Occupations, Cottage Food Operations and Retail Sale of Baked Goods Ordinance

Per the direction of the Village Board, I have enclosed the following information regarding the regulation of home kitchen occupations and cottage food operations.

The State of Illinois did not allow people to sell baked foods made in “home kitchen operations” directly to consumers until 2018, when it relaxed licensing and sanitation requirements. These relaxed licensing and sanitation regulations are found in the Illinois Food Handling Regulation Enforcement Act authorizes a unit of local government to regulate “home kitchen operations.” 410 ILCS 625/3.6.

Under the Act, “Home kitchen operations” is defined as “a person who produces or packages non-potentially hazardous baked goods . . . in a kitchen of that person's primary domestic residence for direct sale by the owner or a family member.” 410 ILCS 625/3.6(a).

- Does not include religious, charitable, or nonprofit home kitchen organizations for fundraising purposes.
- Sale of only “Non-potentially hazardous baked goods” which means “goods, such as, but not limited to, breads, cookies, cakes, pies, and pastries . . . Only high-acid fruit pies that use the following fruits are allowed: apple, apricot, grape, peach, plum, quince, orange, nectarine, tangerine, blackberry, raspberry, blueberry, boysenberry, cherry, cranberry, strawberry, red currants, or a combination of these fruits.” 410 ILCS 625/3.6(a-5).
- Other regulations:
 - Monthly gross sales may not exceed \$1,000.00.
 - The food must be non-potentially hazardous.
 - Notice must be provided to the purchaser that the product was produced in a home kitchen.
 - The food package must be affixed with a label or other written notice as to the name and allergen information of the contents.
 - The food must be sold directly to the consumer.
 - The food is stored at the residence where it is produced or packaged.

The Village must adopt an ordinance authorizing home kitchen operations in order for them to operate and then they will be subject to the above requirements. 410 ILCS 625/3.6(c).

The Village’s local health department may inspect a home kitchen operation in the event of a complaint or disease outbreak. 410 ILCS 625/3.6(b).

As with other local communities, the Village should consider amending the Village Code to specifically address “home kitchen operations” in such sections as the “Retail Food Establishment Sanitation Regulations” (Title IX: General Regulations, Chapter 95: Food Service Establishments, Section 95.03: Retail Food Establishment Regulations), as well as explicitly excluding home kitchen operators from the section addressing “Food Service Operators” (Title XI: Business Regulations, Chapter 111: General Business Regulations, Section 111.10: Food Establishment Operators).

The Village should address home kitchen operations in its Zoning Code. It may do so under the subsection on Home Occupations (Section 12: On-Site Development Standards, Subsection 12.4: Accessory Structures and Uses, Subsection F: Home Occupations), or treat them distinctly within the Code. For example, the Village’s Zoning Code treats Home Day Cares as distinct and separate from Home Occupations. (Section 11: Use Standards, Subsection 11.3: Generic Use Standards, Subsection E: Day Care Home, Child or Adult.)

Please note that the regulation of a “cottage food operation” is not quite as straightforward and the regulations are more detailed. Section 4 of the Food Handling Regulation Enforcement Act governs “cottage food operations.” 410 ILCS 625/4. This section differs from the “home kitchen operations” section because this is for the production of even potentially hazardous goods, and the State of Illinois expressly regulates them through Section 4 of the Act. But, a local unit of government may regulate them under certain that conditions, the primary one being that the food must be sold at a farmers' market, with the exception that cottage foods that have a locally grown agricultural product as the main ingredient may be sold on the farm where the agricultural product is grown or delivered directly to the consumer. In addition, the State-certified local public health department may, upon providing a written statement to the Department, regulate the service of food by a cottage food operation by following the State applicable regulations.

We have worked with communities, like the Village of River Forest and the Village of Schaumburg, to draft Home Kitchen Occupations / Retail Sale of Baked Goods Ordinances, and have reviewed the Village of Oak Park Ordinance which combines regulations covering both home kitchen operations and cottage food operations into the same Code section, which is something Maywood may want to consider also doing.

If there are any questions, please contact me.

Mike

Enclosures

- cc. Viola Mims, Village Clerk (w/ encls.)
- Willie Norfleet, Jr., Village Manager (w/ encls.)
- Val Talley, Chief of Police (w/ encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- David Myers, Director of Community Development (w/ encls.)
- Angela Smith, Business Development Coordinator (w/ encls.)
- Michael A. Marrs, KTJ (w/ encls.)
- Matthew S. Guerrero, KTJ (w/ encls.)

The Illinois Food Handling Regulation Enforcement Act

(410 ILCS 625/3.6)

Sec. 3.6: Home kitchen operation.

(a) For the purpose of this Section, "home kitchen operation" means a person who produces or packages non-potentially hazardous baked goods, as allowed by subsection (a-5), in a kitchen of that person's primary domestic residence for direct sale by the owner or a family member. A home kitchen operation does not include a person who produces or packages non-potentially hazardous baked goods for sale by a religious, charitable, or nonprofit organization for fundraising purposes; the production or packaging of non-potentially hazardous baked goods for these purposes is exempt from the requirements of this Act. The following conditions must be met in order to qualify as a home kitchen operation:

- (1) Monthly gross sales do not exceed \$1,000.
- (2) The food is a non-potentially hazardous baked good, as described in Section 4 of this Act.
- (3) A notice is provided to the purchaser that the product was produced in a home kitchen.
- (4) The food package is affixed with a label or other written notice is provided to the purchaser that includes:
 - (i) the common or usual name of the food product;and
 - (ii) allergen labeling as specified in federal labeling requirements by the United States Food and Drug Administration.
- (5) The food is sold directly to the consumer.
- (6) The food is stored in the residence where it is produced or packaged.

(a-5) Baked goods, such as, but not limited to, breads, cookies, cakes, pies, and pastries are allowed. Only high-acid fruit pies that use the following fruits are allowed: apple, apricot, grape, peach, plum, quince, orange, nectarine, tangerine, blackberry, raspberry, blueberry, boysenberry, cherry, cranberry, strawberry, red currants, or a combination of these fruits.

(b) The Department of Public Health or the health department of a unit of local government may inspect a home kitchen operation in the event of a complaint or disease outbreak.

(c) The requirements of this Section apply only to a home kitchen operation located in a municipality, township, or county where the local governing body having the jurisdiction to enforce this Act or the rules adopted under this Act has adopted an ordinance authorizing home kitchen operations.

(Source: P.A. 99-78, eff. 7-20-15; 99-191, eff. 1-1-16; 100-35, eff. 1-1-18.)

River Forest Village Code

Title 6: Health and Sanitation, Chapter 5: General Provisions, Section 2: General Provisions, Subsection 6-5-2.P: Home Kitchen Operations

"Home kitchen operations are authorized in the Village, subject to the following requirements:

1. Home kitchen operations shall obtain and maintain a Village-issued business license pursuant to Section 3-1-2 of the Village Code.
2. Home kitchen operations shall submit a written disclosure to the Village yearly, on or before each May 1, including a Federal Employer Identification Number, a copy of a current Food Protection Manager Certification from the Illinois Department of Public Health and such other information and materials as the Health Officer may require.
3. Home kitchen operations shall comply with the following requirements:

a. Packaging or production is limited to nonpotentially hazard baked goods, as defined in 410 ILCS 625/4(a), as amended from time to time, which shall occur in a kitchen of a primary domestic residence for direct sale by the owner or a family member.

b. Baked goods, such as, but not limited to, breads, cookies, cakes, pies, and pastries are allowed. Only high-acid fruit pies that use the following fruits are allowed: apple, apricot, grape, peach, plum, quince, orange, nectarine, tangerine, blackberry, raspberry, blueberry, boysenberry, cherry, cranberry, strawberry, red currants, or a combination of these fruits.

c. Monthly gross sales do not exceed one thousand dollars.

d. The food is a non-potentially hazardous baked good, as defined in 410 ILCS 625/4(a), as amended from time to time.

e. A notice is provided to the purchaser that the product was produced in a home kitchen.

f. The food package is affixed with a label or other written notice is provided to the purchaser that includes:

i. The common or usual name of the food product; and

ii. Allergen labeling as specified in federal labeling requirements by the United States Food and Drug Administration.

g. The food is sold directly to the consumer.

h. The food is stored in the residence where it is produced or packaged.

i. A Food Protection Manager Certification from the Illinois Department of Public Health shall be maintained.

j. Additional requirements, if any, from 410 ILCS 625/3.6, as amended from time to time.

4. Upon receipt of a complaint regarding a home kitchen operation, the Health Officer shall make or cause to have made an inspection of a home kitchen operation. Other inspections, surveys, investigations and studies of home kitchen operations shall be performed by the Health Officer as may be necessary to determine that home kitchen operations are constructed, operated and maintained in compliance with the standards and requirements set forth herein.

Oak Park Village Code

Article 3: Environmental Health Services, Section 20-3-13: Home Kitchen and Cottage Food Operations

A. The provisions of the food handling regulation enforcement act, 410 Illinois Compiled Statutes 625/1 et seq., as amended, are adopted and incorporated herein by reference.

B. Home kitchen operations and cottage food operations, as defined by the food handling regulation enforcement act, 410 Illinois Compiled Statutes 625/3.6 and 625/4 respectively, as amended, are permitted within the Village. The sale of nonpotentially hazardous food by home kitchen operations and cottage food operations is also permitted in accordance with the food handling regulation enforcement act.

C. The direct sale of baked goods as set forth in the food handling regulation enforcement act, 410 Illinois Compiled Statutes 625/4, as amended, shall be permitted in the Village.

D. The Village's Health Department may inspect a home kitchen operation or cottage food operation in the event of a complaint or disease outbreak as provided in the food handling regulation enforcement act, 410 Illinois Compiled Statutes 625/3.6 and 625/4, as amended.

E. A home kitchen operation or cottage food operation that seeks to operate in the Village shall register with the Village on an annual basis and shall pay a twenty five dollar (\$25.00) annual registration fee. Said registration shall expire on March 31 of each year. (Ord. 16-129, 11-7-2016)



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444
mtjurusik@ktjlaw.com
DD 312-984-6432

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

MEMORANDUM

TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: September 9, 2020
RE: Status Report on Redevelopment Agreement for the Northwest Corner of 1st Avenue and Lake Street Commercial Redevelopment Project Entered Into With Maywood Equity Group, LLC (“NWC 1st Avenue and Lake Street Redevelopment Project”)

During a September 9, 2020 conference call, Community Development Director David Myers, Business Coordinator Angela Smith, Village Planner Edgar Lara and I spoke with the attorney for Maywood Equity Group, LLC (the “Developer”) regarding the upcoming Closing Date of October 1, 2020 for the land conveyance for the NWC 1st Avenue and Lake Street Redevelopment Project. In particular, we asked about the status of the Developer’s compliance with pre-Closing deliverables required by the Redevelopment Agreement (the “RDA”). The October 1, 2020 Closing Date will not occur because the following Developer pre-Closing deliverables or action items are still pending or not complete:

1. Submittal of an estimated, itemized “cost to construct” budget, including a budget line-item for anticipated and unanticipated contingency construction costs based on a reasonable industry standard for construction projects in the Chicago metropolitan area (not less than 10% of the overall budget), from the Developer’s architect for the Project, which shall be verified by the Village Engineer (the “Total Project Costs”). See, Section I(15)(B) of the RDA.
2. At least five (5) calendar days in advance of the Closing, the Developer shall provide to the Village Attorney written proof of adequate funds in the amount of the Total Project Costs to complete the construction of the Project, including all contingency costs (e.g., a bank loan, construction loan, irrevocable line of credit pledged for the Project, irrevocable letter of credit and/or money), including copies of the construction loan documents and any construction escrow agreements and documents. See, Section I(15)(B) of the RDA.
3. As a condition of Closing, the Developer shall simultaneously close on any construction financing in an amount necessary to, with any additional money contributed to the Project by the Developer, equal the Total Project Costs. See, Section I(15)(B) of RDA.
4. Completion of review and approval by the Illinois Environmental Protection Agency (“IEPA”) of Developer’s remediation action plan (need for lender financing). See, Section I(15)(C) of the RDA.
5. Submittal of its Final Development Plans (including the Architectural Building and Engineering Plans) for plan review and engineering review, re-submit updated versions of the Final Development Plans that respond to the plan review and engineering review comments, and receive Village Board approval of the Final Development Plans for the Project. See, Section I(15)(F and L) and Section II(10) of RDA.
6. Submittal, for Village staff review and comment and Village Board approval, a plat of consolidation (or plat of resubdivision) for the Subject Property showing the required

setback lines, private and public utility easements, stormwater drainage and sanitary sewer easements, public sidewalk easements and access easements for public and private vehicles to enter and exit the Subject Property from Second Avenue using the dedicated on-site driveway isles and to maintain adequate vehicular access for public and private vehicles to use the entrance / exit of the south terminus of the sixteen foot (16.00') north-south public alley located immediately north of and adjacent to the Subject Property. See Section I(15)(F) and Section IO of the RDA.

7. Final approval from IDOT of the 1st Avenue entrance / exit location (Developer's attorney advised that IDOT has granted "preliminary" approval). See Section I(15)(F) and Section II(3(A)) of the RDA.
 - a. "If required by IDOT permit review, the Village, at no cost, agrees to grant to the Developer an access easement over a portion of the parkway area of the north adjacent property (224 North 1st Avenue) if IDOT requires a larger entry radius at the right-in-right out entrance / exit onto 1st Avenue, as shown on the Preliminary Development Plans (Group Exhibit "B"). Only if mandated by IDOT, the Village will convey fee simple title to a portion of parkway area of the north adjacent property (224 North 1st Avenue) to the Developer for such larger entry radius at the right-in-right out entrance / exit onto 1st Avenue." See Section II(3)(A) of the RDA.
8. Delivery of survey to Village at least 20 calendar days prior to Closing. See Section II(7) of the RDA.
9. Submittal of an application for a Class 8 Cook County Tax Incentive for the Subject Property, as the Village is obligated to approve and deliver a certified copy of the Resolution to the Developer at Closing. See Section III(5)(B) of the RDA.

Based on the September 9, 2020 conference call, it is my understanding that the Developer will be filing another request for extension of the contingency period date (which has expired) and the Closing Date set forth in the Redevelopment Agreement.

NOTE: Per Section I(15)(G) of RDA: "Subject to the extension of the Closing Date provided for in SubSection IO(G) (Zoning Relief And Special Permissions; Other Governmental Permits; Extension of Closing Date), if the Developer has not satisfied its pre-Closing obligations under this Agreement, the Village Board may terminate this Agreement upon written notice to the Developer." (emphasis added)

If there are any questions, please contact me.

Mike

cc: Willie Norfleet, Jr., Village Manager
David Myers, Director of Community Development
Angela Smith, Project Manager, Business Coordinator
Edgar Lara, Village Planner / Zoning Officer
Bill Peterhansen / Mark Lucas, Village Engineers
Michael A. Marrs, Village Attorney

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Willie Norfleet, Village Manager
DATE: September 9, 2020
SUBJECT: Payment Approval, Accu-tron Computer Service

SPECIFIC ACTION REQUESTED: Payment approval of the invoice dated #INV2020112 for computer consulting services for the month of September 2020.

RECOMMENDATION: It is recommendation that the total payments of \$6,300.00 be approved for payment. The expense account to be charged: 01-18-51700.

AccuTron Systems, Inc.

125 N. Halsted Street
Suite 303A
IL 60661

Invoice

Date	Invoice #
9/3/2020	2020112

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

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Provide Computer Consulting Services for the Month of September, 2020 Computer Consulting Services for the week ending September 4, 2020 Computer Consulting Services for the week ending September 11, 2020 Computer Consulting Services for the week ending September 18, 2020 Computer Consulting Services for the week ending September 25, 2020 <p style="color: blue;">Recommended To Be Paid</p> Dept. Head: <u><i>Willie Meyer</i></u> Expense Acct: _____ Date: <u>9-4-20</u> PO # _____	6,300.00	6,300.00
		Total	\$6,300.00

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Willie Norfleet, Village Manager
DATE: September 9, 2020
SUBJECT: Payment Approval, Allied Waste Service

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for garbage and rollover services for the following months:

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
0551-014877346	06/30/2020	\$154,895.00
0551-014917132	07/31/2020	\$154,895.00

RECOMMENDATION: It is recommendation that the total payments of \$309,790.00 be approved for payment. The expense account to be charged: 41-55-574.00.



5050 W. Lake Street
Melrose Park IL 60160-276666

Customer Service (708) 345-7050
RepublicServices.com/Support

Important Information

With My Republic Services, you can easily pay your bill, schedule a pickup and more. Sign up today at RepublicServices.com/MyAccount

Account Number 3-0551-0010051
Invoice Number 0551-014877346
Invoice Date June 30, 2020
Previous Balance \$460,170.00
Payments/Adjustments -\$154,895.00
Current Invoice Charges \$154,895.00

Total Amount Due \$460,170.00	Payment Due Date Past Due
--	--

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 06/20	102695	-\$154,895.00

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Contract: 10051 Village Of Maywood (C4)				
Disposal/Recycling 06/30		1.0000	\$41,525.00	\$41,525.00
Recycling Service 06/01-06/30		1.0000	\$15,300.00	\$15,300.00
Residential Service 06/01-06/30		1.0000	\$80,590.00	\$80,590.00
Yardwaste Service 06/01-06/30		1.0000	\$17,480.00	\$17,480.00

CURRENT INVOICE CHARGES, Due by July 25, 2020

\$154,895.00

Recommended To Be Paid

Dept. Head: William Wright

Expense Acct: _____

Date: 6-2-20 PO # _____

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Download the Republic Services app or visit RepublicOnline.com today.



Past Due	30 Days \$154,895.00	60 Days \$0.00	90+ Days \$150,380.00
-----------------	--------------------------------	--------------------------	---------------------------------



5050 W. Lake Street
Melrose Park IL 60160-276666

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested

Total Amount Due \$460,170.00
Payment Due Date Past Due
Account Number 3-0551-0010051
Invoice Number 0551-014877346

For Billing Address Changes,
Check Box and Complete Reverse.

Make Checks Payable To:



VILLAGE OF MAYWOOD
ATTN: TANIKA
40 MADISON ST
MAYWOOD IL 60153-2323

REPUBLIC SERVICES #551
PO BOX 9001154
LOUISVILLE KY 40290-1154

L2RCUTSDKF 001372 NNNNNNNNNN NNN NYN 001 001 003569 21673272.1



5050 W. Lake Street
Melrose Park IL 60160-27666

Customer Service (708) 345-7050
RepublicServices.com/Support

Important Information

With My Republic Services, you can easily pay your bill, schedule a pickup and more. Sign up today at RepublicServices.com/MyAccount

Account Number 3-0551-0010051
Invoice Number 0551-014917132
Invoice Date July 31, 2020
Previous Balance \$460,170.00
Payments/Adjustments -\$150,380.00
Current Invoice Charges \$154,895.00

Total Amount Due \$464,685.00	Payment Due Date Past Due
--	--

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 07/21	102923	-\$150,380.00

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Contract: 10051 Village Of Maywood (C4)				
Disposal/Recycling 07/31		1.0000	\$41,525.00	\$41,525.00
Recycling Service 07/01-07/31		1.0000	\$15,300.00	\$15,300.00
Residential Service 07/01-07/31		1.0000	\$80,590.00	\$80,590.00
Yardwaste Service 07/01-07/31		1.0000	\$17,480.00	\$17,480.00

CURRENT INVOICE CHARGES, Due by August 25, 2020 **\$154,895.00**

Recommended To Be Paid

Dept.Head: Willie Rogers

Expense Acct: _____

Date: 8-2-20 PO # _____

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Past Due	30 Days \$154,895.00	60 Days \$154,895.00	90+ Days \$0.00
-----------------	--------------------------------	--------------------------------	---------------------------



5050 W. Lake Street
Melrose Park IL 60160-27666

Please Return This
Portion With Payment

Total Amount Due \$464,685.00
Payment Due Date Past Due
Account Number 3-0551-0010051
Invoice Number 0551-014917132

Return Service Requested

Total Enclosed

For Billing Address Changes
Check Box and Complete Reverse

Make Checks Payable To:



VILLAGE OF MAYWOOD
ATTN: TANIKA
40 MADISON ST
MAYWOOD IL 60153-2323

REPUBLIC SERVICES #551
PO BOX 9001154
LOUISVILLE KY 40290-1154

L2PCUTSDKW 002873 NNNNNNNNNN NNN NYN 001 001 006655 21696656.1

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Willie Norfleet, Village Manager
DATE: September 9, 2020
SUBJECT: Payment Approval, Blue Cross Blue Shield

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice for health insurance premiums for the month of September 2020.

RECOMMENDATION: It is recommendation that the total payments of \$287,441.99 be approved for payment. The expense account to be charged: 41-55-57302.



BlueCross BlueShield of Illinois

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

1 8 6 1 0 2 [48] 443 502000 51800202
3527 108L1800202 95160711

For All Billing Inquiries Call:
800-414-7147

Account:	769282 - VILLAGE OF MAYWOOD	
Profile:	0000258151 - ALL SUBSCRIBERS	0334
Bill Date:	08-14-2020	Payment Due Date: 09-01-2020
Bill Period:	09-01-2020 to 10-01-2020	
		Page 3

BILL SUMMARY

Previous Amount Billed

Payments

Check # 103036

Adjustments

NONE

Total Payments and Adjustments

Remaining Balance

Fees

Current Charges
Subscriber Fee Adjustments

Total Fees

Total Amount Due *

* Total Amount Due includes the effects of Health Insurer and Reinsurance fees (including but not limited to successor or alternate programs), if any, plus any federal and state taxes applicable to the fees for (BCBSIL) products/services. Allocated Taxes and Fees: \$5,749.90

RECOMMENDED TO BE PAID	
DATE:	8/27/20
DEPT HEAD:	Yvonne Banks
EXPENSE ACCT:	01-19-58000
PO#:	

Date	Activity	Total Due
08-10-2020	(286,950.72)	\$286,950.72
	.00	
		(\$286,950.72)

287,441.99
.00
\$287,441.99

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 09-01

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: Willie Norfleet, Village Manager
DATE: September 9, 2020
SUBJECT: Payment Approval, City Wide of Chicago

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

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>	<u>Service dates</u>
CON003690	04/01/2020	\$7,524.52	4/1/2020-4/30/2020
CON003777	05/01/2020	\$7,524.52	5/1/2020-5/31/2020

RECOMMENDATION: It is recommendation that the total payments of \$15,049.04 be approved for payment. The expense account to be charged: 01-53-52400.

dba City Wide of Chicago
666 Dundee Rd Suite 306
Northbrook IL 60062

Invoice CON003690
Date 4/1/2020

(847) 239-5811 Ext. 0000

Invoice - Copy

Bill To: City of Maywood
40 Madison Street
Maywood IL 60153

Ship To: City of Maywood
40 Madison Street
Maywood IL 60153

Purchase Order No.	Customer ID	Salesperson ID	Payment Terms	Date of Service		
	CITYOFMAYWOOD	KROGERS	NET 30 DAYS	4/1/2020	TO	4/30/2020
Item #	Description		Contract/Service Call No	Qty	Unit Price	Ext. Price
	JANITOR SERVICE		0000000162	1	\$7,524.52	\$7,524.52

Subtotal	\$7,524.52
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$7,524.52

RECOMMENDED TO BE PAID	
DATE:	<u>8/28/20</u>
DEPT HEAD:	<u>[Signature]</u>
EXPENSE ACCT:	<u>01-53-52400</u>
PO#	_____

City Wide of Chicago
dba City Wide of Chicago
666 Dundee Rd Suite 306
Northbrook IL 60062

Invoice CON003777
Date 5/1/2020

(847) 239-5811 Ext. 0000

Invoice - Copy

Bill To: City of Maywood
40 Madison Street
Maywood IL 60153

Ship To: City of Maywood
40 Madison Street
Maywood IL 60153

Purchase Order No.	Customer ID	Salesperson ID	Payment Terms	Date of Service		
	CITYOFMAYWOOD	KROGERS	NET 30 DAYS	5/1/2020	TO	5/31/2020
Item #	Description	Contract/Service Call No	Qty	Unit Price	Ext. Price	
	JANITOR SERVICE	0000000162	1	\$7,524.52	\$7,524.52	

Subtotal	\$7,524.52
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$7,524.52

RECOMMENDED TO BE PAID
DATE: 8/28/20
DEPT HEAD: [Signature]
EXPENSE ACCT: 01-53-52400
PO# _____

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Willie Norfleet, Village Manager
DATE: September 9, 2020
SUBJECT: Payment Approval, First Insurance Funding

SPECIFIC ACTION REQUESTED: Payment approval of the attached notice dated 8/12/2020 for general liability insurance installment payment due September 1, 2020. *this item was already paid

RECOMMENDATION: It is recommendation that the total payments of \$14,898.45 be approved for payment. The expense account to be charged: 01-56-59100.

ACCOUNT NUMBER
900 - 92353226
Refer to this number on all correspondence
CUSTOMER ID

BILLING STATEMENT



FIRST Insurance Funding
 450 Skokie Blvd, Ste 1000
 Northbrook, IL 60062-7917
 Phone: (800) 837-2511 Fax: (800) 837-3709
 www.firstinsurancefunding.com

NOTICE DATE
08/12/2020
INSTALLMENT DUE DATE
09/01/2020

Insured 00002062 1 MB .439
VILLAGE OF MAYWOOD 40 MADISON STREET MAYWOOD, IL 60153

Previous Account Balance	\$	119,932.52
Payments/Adjustments	\$	(29,796.90)
Fees and Other Charges	\$	(744.92)
Current Account Balance	\$	89,390.70
Past Due Amount	\$	0.00
Current Installment Amount	\$	14,898.45
Total Amount Due	\$	14,898.45

Agent/Broker Alliant Insurance Services
 Phone:

Any Past Due Amount is due immediately.

Check your account online: Your username is "900-92353226".

- If you mail your payment please allow 7-10 days mailing time to ensure timely application of your payment.
- Failure to pay past due amounts and your current installment amount may result in cancellation of your insurance coverage.
- If you have any questions concerning your insurance coverage, or if changes to your policies are needed, please contact your agent or broker listed above.
- DIRECT DEBIT - If you are enrolled in Direct Debit, the Total Amount Due will be automatically deducted from your bank account on the Installment Due Date.
- You may pay online or by phone. Our contact information is listed at the top of this statement.
- **Overnight delivery payments ONLY may be sent to the address listed at the top of this statement. All other payments should be sent to the address listed on the Remittance Stub.**

Recommended To Be Paid

Dept. Head: Willa Meyer

Expense Acct: _____

Date: 9-2-20 PO # _____ FIFCBILL0912

Please visit our website to check your account, make a payment, change your address and view documents online!

www.firstinsurancefunding.com

Thank you for allowing us to be of service! We appreciate your business.

44523848



REMITTANCE STUB

Please detach and return this portion with your payment.

Please make checks payable and mail to:
 FIRST Insurance Funding
 PO Box 7000
 Carol Stream, IL 60197-7000

Have you moved? Please check this box and print your new address on the back.

Insured
VILLAGE OF MAYWOOD 40 MADISON STREET MAYWOOD, IL 60153

NOTICE DATE	08/12/2020
-------------	------------

ACCOUNT NUMBER	900 - 92353226
CURRENT INSTALLMENT DUE DATE:	09/01/2020
TOTAL AMOUNT DUE:	\$ 14,898.45
AMOUNT ENCLOSED:	\$ _____

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Willie Norfleet, Village Manager
DATE: September 9, 2020
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.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
20-0614	08/17/2020	\$12,895.00
20-0618	08/17/2020	\$25,025.00

RECOMMENDATION: It is recommendation that the total payments of \$37,920.00 be approved for payment. The expense account to be charged: Various Accounts.



ENTERED
8/31/20

August 17, 2020

President and Board of Trustees
 Village of Maywood
 40 Madison Street
 Maywood, Illinois 60153

Attention: Mr. Willie Norfleet, Jr., Village Manager

2020 Alley and Roadway Improvement
EHE File Number: 565-19-27401

ENGINEERING SERVICES RENDERED: during the period ending 06/30/2020

Engineering Service related to Construction Engineering, including attendance at preconstruction conference, construction layout-line and grade staking, and resident notifications.

Engineer-VI	25.5 Hours	@	\$140.00	=	\$3,570.00
Engineer-IV	68.0 Hours	@	120.00	=	8,160.00
Engineer Tech-V	7.0 Hours	@	115.00	=	805.00
Engineer Tech-I	9.0 Hours	@	40.00	=	<u>360.00</u>

Bill No. 6, Amount Requested \$12,895.00

cc: Ms. Lanya Satchell, Finance Director
 Ms. Tanika Skipper, Accounts Payable

Recap:	<u>Design</u>	<u>Construction</u>	<u>TOTAL</u>
Previous	\$159,000.00	\$0.00	\$159,000.0
Current	<u>0.00</u>	<u>12,895.00</u>	<u>12,895.00</u>
Total	\$159,000.00	\$12,895.00	\$171,895.0

RECOMMENDED TO BE PAID

DATE: 8-30-20

DEPT HEAD: Willie Norfleet

EXPENSE ACCT: 72-33 8,200.00

PO# _____



ENTERED
8/31/20

August 17, 2020

Civil Engineers ♦ Municipal Consultants ♦ Established 1911

President and Board of Trustees
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Attention: Mr. Willie Norfleet, Jr., Village Manager

2020 MFT Roadway/Resurfacing and Watermain Improvements
EHE File Number: 565-20-10301

ENGINEERING SERVICES RENDERED: during the period ending 06/30/2020

Engineering Service related to preparation of project plans, specifications, and permits.

Design Engineering Fee: \$57,000.00

On Account:

90% of Design Engineering Fee = \$51,300.00
Less Previously Billed - 28,500.00
Total Labor \$22,800.00

Services by Others (see attached):

True North Consultants (Inv. 20-634) \$2,225.00
Total SBO = \$2,225.00

Bill No. 3, Amount Requested \$25,025.00

cc: Ms. Lanya Satchell, Finance Director
Ms. Tanika Skipper, Accounts Payable

Recap:	<u>Design</u>	<u>SBO</u>	<u>TOTAL</u>
Previous	\$28,500.00	\$0.00	\$28,500.00
Current	<u>22,800.00</u>	<u>2,225.00</u>	<u>25,025.00</u>
Total	\$51,300.00	\$2,225.00	\$53,525.00

RECOMMENDED TO BE PAID	
DATE:	<u>8-30-20</u>
DEPT HEAD:	<u>Willie Norfleet</u>
EXPENSE ACCT:	<u>1-50-52400</u>
PO#	_____

Accounts Payable
Hancock Engineering
9933 Roosevelt Road
Westchester, IL 60154

Invoice Date: Jul 15, 2020
Invoice #: 20-0634

REC Executive Summary Tables - Village of Maywood 8th Avenue Proposed Water Main 8th Avenue from Oak Street to St. Charles Road; Maywood 1120276; Managed by BSM

DESCRIPTION	HOURS/UNITS	RATE	AMOUNT
<u>Professional Services</u>			
Summary Report	1.00	\$1,500.00	\$1,500.00
PIP Evaluation/Report Review	1.00	\$500.00	\$500.00
Radius Map, Sanborn Maps, and City Directories	1.00	\$225.00	\$225.00
	0.00	\$0.00	
		SubTotal:	\$2,225.00

617

**RECOMMENDED
FOR APPROVAL**

EDWIN HANCOCK ENGINEERING CO.

William O. Peterson

DATE 7-16-20

PROJECT NO. 565-20-10301

This invoice is due upon receipt

TOTAL	\$2,225.00
PAYMENTS/CREDITS	\$0.00
BALANCE DUE	\$2,225.00

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Willie Norfleet, Village Manager
DATE: September 9, 2020
SUBJECT: Payment Approval, Illinois Environmental Protection Agency

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice dated 08/19/20 for the Water Revolving Fund-Drinking Water Project.

RECOMMENDATION: It is recommendation that the total payments of \$27,106.99 be approved for payment. The expense account to be charged: 41-10-29903.

Statement date: 8/19/2020

NOTICE OF PAYMENT DUE

PAYMENT IS DUE: 10/14/2020 **TOTAL AMOUNT CURRENTLY DUE:** \$27,106.89
Current Principal Due: 27,106.89
Current Interest Due: 0.00

Water Revolving Fund - Drinking Water Project Project: L17-4463 Bill Number: 19 (Billed semiannually)

Borrower:

Maywood
40 Madison Street
Maywood, IL 60153

Lender:

Illinois Environmental Protection Agency
Bureau of Water
Infrastructure Financial Assistance Section

CURRENT LOAN STATUS

Loan disbursements: 1,049,508.00
Construction period interest: 0.00
Net amount financed: 1,049,508.00

REPAYMENT STATUS

Principal: 453,156.58
Repayment interest paid: 0.00
Total amount repaid: 453,156.58

Your next bill is currently estimated to total \$27,106.89 and it will be due on 4/14/2021.
Prior disbursements totaling \$349,837.00 have been forgiven as of 8/19/2020.
Pledged to Bond Sale:

Questions may be directed to the Illinois EPA Infrastructure Financial Assistance Section at (217) 782-2027. Please notify us of any address changes.

PAYMENT INSTRUCTIONS

1. Include a copy of this billing with your repayment to ensure proper credit.
2. Do not include any other Agency fee payments with this repayment.

RECOMMENDED TO BE PAID

DATE: 9-1-20

DEPT HEAD: William Rogers

EXPENSE ACCT: _____

PO# _____

Mail payment to:
Illinois Environmental Protection Agency
c/o Amalgamated Bank of Chicago
P.O. Box 94438
Chicago, Illinois 60690-4438

Electronic payment include the following:
Amalgamated Bank of Chicago
ABA #071003405
CREDIT DDA #: 150002305
Attn.: Corporate Trust
REF: IEPA/WRF 270

PAYMENT IS DUE: 10/14/2020 **TOTAL AMOUNT CURRENTLY DUE:** \$27,106.89
Water Revolving Fund - Drinking Water Project Project: L17-4463 Bill number: 19 (Billed semiannually)
173

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Willie Norfleet, Village Manager
DATE: September 9, 2020
SUBJECT: Payment Approval, Village of Melrose Park

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for water services provided from the Village of Melrose Park.

<u>Account #</u>	<u>Date</u>	<u>Service Date</u>
422000-001	07/19/20	06/22/20-07/19/20
422001-001	07/19/20	06/22/20-07/19/20

RECOMMENDATION: It is recommendation that the total payments of \$54,600.25 be approved for payment. The expense account to be charged: 41-52-87000.



Village of Melrose Park

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

ACCOUNT NUMBER	SERVICE DATES
422000-001	6/22/2020
USE OF MAIN E	7/19/2020

RETAIN THIS STUB FOR YOUR RECORDS

CURRENT READ	CONSUMPTION
849,490	51510

Previous Balance	79,455.41
Penalties	257.11
Adjustments	0.00
Payments Received	0.00
Balance at Billing	79,712.52
WATER	26,733.69
Total Due	106,446.21



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



Village of Melrose Park

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

Ronald M. Serpico
Mayor

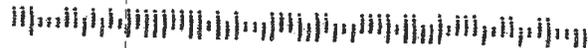
PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT #	AMOUNT DUE
422000-001	106,446.21
DUE DATE	AFTER DUE DATE
8/31/2020	106,713.55

CENSUS.GOV844-330-2020(ENG)844-468-2020(SPANISH)



VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153



Pay water bills online at www.melrosepark.org

Recommended To Be Paid

Dept. Head: Willie Noyes

Expense Acct: _____

Date: 8-4-20 PO # _____



Village of Melrose Park

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

ACCOUNT NUMBER	SERVICE DATES
422001-001	6/22/2020
USE OF MAIN W	7/19/2020

RETAIN THIS STUB FOR YOUR RECORDS

CURRENT READ	CONSUMPTION
946,320	52690

Previous Balance	82,118.57
Penalties	263.34
Adjustments	0.00
Payments Received	0.00
Balance at Billing	82,381.91
WATER	27,346.11
Total Due	109,728.02



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



Village of Melrose Park

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

Ronald M. Serpico
Mayor

PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT #	AMOUNT DUE
422001-001	109,728.02
DUE DATE	AFTER DUE DATE
8/31/2020	110,001.48

CENSUS.GOV844-330-2020(ENG)844-468-2020(SPANISH)



VILLAGE OF MAYWOOD
40 MADISON ST
BROADVIEW, IL 60153



**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Willie Norfleet, Village Manager
DATE: September 9, 2020
SUBJECT: Payment Approval, West Central Municipal Conference

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #0009777-IN dated 8/26/2020 for FY2020-2021 Membership Dues.

RECOMMENDATION: It is recommendation that the total payments of \$21,462.07 be approved for payment. The expense account to be charged: 01-20-56100.

INVOICE

West Central Municipal Conference
2000 5th Ave, Bldg N
River Grove, IL 60171
(708) 453-9100

INVOICE NUMBER: 0009777-IN

INVOICE DATE: 8/26/2020

VILLAGE OF MAYWOOD
40 EAST MADISON STREET
FINANCE DEPARTMENT
MAYWOOD, IL 60153

CUSTOMER NO. 0000141

CUSTOMER P.O.:

CONTACT:

TERMS: NET 30 DAYS

SALES CD	DESCRIPTION		QUANTITY	PRICE	AMOUNT
DUES	FY2020-2021 Membership dues	EA	1.000	21,462.070	21,462.07

Recommended To Be Paid

Dept.Head: Willie Noyes

Expense Acct: 1-20-56100

Date: 9-2-20 PO #

Net Invoice:	21,462.07
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	21,462.07

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Willie Norfleet, Village Manager
DATE: September 9, 2020
SUBJECT: Payment Approval, Word Systems, LLC

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #IN28945 dated 6/30/2020 for contract base billing 9/1/2020 to 8/31/2021 for the Village of Maywood Police Department.

RECOMMENDATION: It is recommendation that the total payments of \$5,762.52 be approved for payment. The expense account to be charged: 01-40-51200.



WORD SYSTEMS, LLC

LEADERS IN VOICE, VIDEO & DATA CAPTURE SOLUTIONS

9045 River Road, Suite 125 Indianapolis, IN 46240
P: 317-544-0499 F: 317-544-2192

*FY 21
TAPED PD LINES*

CONTRACT INVOICE

Invoice Number: IN28945
Invoice Date: 6/30/2020
Account Number: MPD10
Balance Due: \$5,762.52

Bill To: Maywood Police Department
125 S. Fifth Street
Maywood, IL 60153
USA

Customer: Maywood Police Department
125 S. Fifth Street
Maywood, IL 60153

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
MPD10	Net 60	8/29/2020	\$ 5,762.52	\$ 5,762.52	
Invoice Remarks					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
3686-08		\$ 5,762.52		9/1/2020	8/31/2021
Contract Remarks					

Summary:

Contract base rate charge for the 9/1/2020 to 8/31/2021 billing period \$5,762.52 *
*Sum of equipment base charges \$5,762.52

Detail:

Equipment included under this contract

Nice/RA-NCF3B028

Number	Serial Number	Base Charge	Location
SB12447	44825401	\$5,762.52	Maywood Police Department 125 S. Fifth Street Maywood, IL 60153

RECOMMENDED TO BE PAID

DATE: 8/17/2020

DEPT HEAD: [Signature]

EXPENSE ACCT: 01-40 51200

PO# _____

*MPD
9/2/20*

Invoice SubTotal	\$5,762.52
Tax:	\$0.00
Invoice Total	\$5,762.52
Balance Due:	\$5,762.52

KTJKLEIN, THORPE & JENKINS, LTD.
Attorneys at Law20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444mtjurusik@ktjlaw.com
DD 312-984-641915010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

UPDATED MEMORANDUM

TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: September 9, 2020
RE: Approval of Bid Response and Construction Contract Relative to the Village's 2020 MFT Roadway Improvements Project

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

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A BID RESPONSE AND CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD AND M&J ASPHALT PAVING COMPANY, INC. IN THE AMOUNT OF \$395,858.50 TO COMPLETE THE 2020 MFT ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF MFT FUNDS TO PAY FOR THE WORK, with the Construction Contract attached as Exhibit "A", and the Resolution for Improvement Under the Illinois Highway Code attached as Exhibit "B"

Project and Scope of Work

For Project details, please refer to the Village Engineer's Memorandum dated August 24, 2020 (attached).

The Construction Contract (Exhibit "A") to be provided by the Village Engineer.

M&J Asphalt Paving Company, Inc. (the "Contractor") submitted the lowest, qualified and responsive bid, a "not-to-exceed" bid price of \$395,858.50. The cost of the Project will be paid from the Village's MFT Funds.

If there are any questions, please contact me.

*Mike***Enclosures**

cc: Viola Mims, Village Clerk (w/ encls.)
Willie Norfleet, Jr., Village Manager (w/ encls.)
David Myers, Director of Community Development (w/encls.)
John West, Director of Public Works (w/encls.)
Lanya Satchell, Finance Director (w/ encls.)
Bill Peterhansen, Village Engineer (w/ encls.)

August 24, 2020

Mr. Willie Norfleet, Jr.
Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Dear Mr. Norfleet:

Re: 2020 MFT Roadway Improvements
Section No. 20-00141-00-FP
Bid Opening Results and Recommendation

Dear Mr. Norfleet:

Proposals were received for the 2020 MFT Roadway Improvements on August 12, 2020 at the Village Clerk's office. Eleven (11) prospective bidders obtained plans and specifications for the project, with the Village receiving proposals from six (6) of the companies. A summary of the proposals received is as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
M&J Asphalt Paving Company, Inc.	\$ 395,858.50
Builders Paving, LLC	\$ 398,000.00
Lindahl Brothers, Inc.	\$ 409,929.25
Brothers Asphalt Paving, Inc.	\$ 425,585.75
J.A. Johnson Paving Company	\$ 433,000.00
Schroeder Asphalt Services, Inc.	\$ 446,903.61
Engineer's Estimate	\$ 455,670.00

The lowest responsive, responsible bidder for this project was M&J Asphalt Paving Company, Inc. of Cicero, Illinois. M&J Asphalt Paving Company, Inc. is a contractor that has completed work of similar scope within the Village in the past and more recently in surrounding communities. The contractor has worked as a general contractor within the Village of Maywood on the 2019 Roadway Improvements Project, 2019 Asphalt Patching Program, 2019 Sidewalk Program, and 2017 Roadway Improvements. M&J Asphalt Paving Company, Inc. received positive references for recent work performed within the City of Elmhurst, Village of Lagrange, and City of Blue Island.

Based on previous experience with this contractor, the interview of contractor and subcontractor supplied references from other communities, and the review of their current work under contract, we

find that the contractor is qualified to complete the work specified. The contractor also maintains the capacity to complete the project within the specified completion date of November 14, 2020. We recommend that the Contract for the improvements be awarded to M&J Asphalt Paving Company, Inc., in the amount of Three Hundred Ninety-Five Thousand, Eight Hundred Fifty-Eight Dollars and 50/100 (\$395,858.50).

The scope of work involves the following:

1. 19th Avenue – Harrison Street to VanBuren Street
Approximately 600 linear feet of pavement will be reconstructed due to long term distress and failure of this pavement. The pavement reconstruction will include installation of geotechnical fabric, six-inches (6") of aggregate base course, and six-inches (6") of hot-mix asphalt. The concrete curbs and driveways were recently replaced (1990's) and may remain in place without the expenditure of additional Village funds. ADA compliant roadway crossings will be implemented where needed and necessary combined sewer repairs will be performed, as well as repair/replacement of utility structures as needed, landscaping restoration, pavement markings and other related improvements.

2. Huron Street – 1st Avenue to DesPlaines River
Approximately 600 linear feet of pavement will be reconstructed due to long term distress and failure of this pavement. The improvements will match that of above, and also include full curb and gutter removal and replacement as well as concrete driveway apron replacement.

The construction of the project will be funded through Motor Fuel Tax (MFT) funds. As such, the "Resolution for Improvement Under the Illinois Highway Code" (BLR 09110) shall be required in order to expend the funds.

We have enclosed a copy of the complete bid tabulations for this project. We are also returning the original bids with a copy of this letter to the Village Clerk.

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



William Peterhansen, P.E., CFM

cc: Mr. John West, Director of Public Works
Ms. Lanya Satchell, Director of Finance
Ms. Viola Mims, Village Clerk

Attachments



VILLAGE OF: MAYWOOD
 BID DATE AND TIME: Wednesday, August 12, 2020 @ 11:00 a.m.
 PROJECT: 2020 MFT Roadway Improvement
 ENGINEER'S ESTIMATE OF COST: \$455,670.00

				ENGINEER'S EOC		M&J ASPHALT	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1300	6.00	7,800.00	7.15	9,295.00
2	Sidewalk Removal	SqFt	2100	3.00	6,300.00	2.00	4,200.00
3	Driveway Pavement Removal	SqYd	405	14.00	5,670.00	13.00	5,265.00
4	Pavement Removal (Streets)	SqYd	3250	16.00	52,000.00	13.88	45,110.00
5	Frame and Lids to be Adjusted	Each	9	400.00	3,600.00	525.00	4,725.00
6	Frames and Lids	Each	5	450.00	2,250.00	315.00	1,575.00
7	Structure to be Reconstructed	Each	3	1,500.00	4,500.00	2,475.00	7,425.00
8	Inlet Filters	Each	14	150.00	2,100.00	105.00	1,470.00
9	Comb Concrete C&G, Type B-6.12 (Modified)	Foot	1300	30.00	39,000.00	21.70	28,210.00
10	PCC Sidewalk, 5"	SqFt	2100	6.00	12,600.00	6.50	13,650.00
11	PCC Driveway, 7"	SqYd	405	65.00	26,325.00	55.50	22,477.50
12	Detectable Warnings	SqFt	80	35.00	2,800.00	28.00	2,240.00
13	Trench Backfill	CuYd	75	45.00	3,375.00	1.05	78.75
14	White Wax Compound	SqYd	675	2.00	1,350.00	3.48	2,349.00
15	Incidental HMA Surface Removal	SqYd	400	25.00	10,000.00	9.00	3,600.00
16	HMA Surface Removal, Butt Joint	SqYd	100	20.00	2,000.00	30.25	3,025.00
17	HMA Binder Course, IL-19.0, N50 (Reconstr) 4"	Ton	800	85.00	68,000.00	72.30	57,840.00
18	HMA Surface Course, Mix D, N50, 2"	Ton	425	90.00	38,250.00	86.75	36,868.75
19	Bituminous Materials (Tack Coat) SS-1	Lbs	800	6.00	4,800.00	0.92	736.00
20	Geogrid for Ground Stabilization	SqYd	3250	4.00	13,000.00	1.93	6,272.50
21	Aggregate Base Course, Type B, 6"	SqYd	3250	8.00	26,000.00	9.75	31,687.50
22	Topsoil Placement, 4"	SqYd	1300	5.00	6,500.00	6.50	8,450.00
23	Sodding	SqYd	1300	10.00	13,000.00	13.50	17,550.00
24	Thermoplastic Pavement Marking - Line 6"	Foot	225	6.00	1,350.00	10.00	2,250.00
25	Thermoplastic Pavement Marking - Line 24"	Foot	75	12.00	900.00	15.00	1,125.00
26	12" Dia PVC Combined Sewer Replacement	Foot	6	400.00	2,400.00	685.00	4,110.00
27	15" Dia PVC Combined Sewer Replacement	Foot	6	400.00	2,400.00	685.00	4,110.00
28	10" Dia PVC Storm Sewer	Foot	30	75.00	2,250.00	47.25	1,417.50
29	12" Dia PVC Storm Sewer	Foot	60	85.00	5,100.00	47.25	2,835.00
30	Inlet, TY A, TY 1 Frame, Open Lid	Each	1	2,000.00	2,000.00	3,150.00	3,150.00
31	Restr Depth Catch Basin, 4' Dia TY 1 Frame, O.L.	Each	3	5,000.00	15,000.00	5,250.00	15,750.00
32	Connection to Existing Structure	Each	2	1,000.00	2,000.00	525.00	1,050.00
33	Earth Excavation	CuYd	450	45.00	20,250.00	42.00	18,900.00
34	Removal and Disposal of Unsuitable Material	CuYd	205	40.00	8,200.00	40.00	8,200.00
35	Porous Granular Embankment Subgrade	CuYd	205	40.00	8,200.00	40.00	8,200.00
36	Traffic Control and Protection	L.S.	1	15,000.00	15,000.00	5,600.00	5,600.00
37	HMA - Longitudinal Joint Sealant	Foot	1100	4.00	4,400.00	4.60	5,060.00
38	Mobilization @ 3%	L.S.	1	15,000.00	15,000.00	1.00	1.00
TOTAL AMOUNT OF BID				\$455,670.00		\$395,858.50	



VILLAGE OF:
 BID DATE AND TIME:
 PROJECT:
 ENGINEER'S ESTIMATE OF COST:

				BUILDERS PAVING		LINDAHL BROS	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1300	6.00	7,800.00	6.00	7,800.00
2	Sidewalk Removal	SqFt	2100	1.50	3,150.00	2.00	4,200.00
3	Driveway Pavement Removal	SqYd	405	10.00	4,050.00	13.00	5,265.00
4	Pavement Removal (Streets)	SqYd	3250	10.00	32,500.00	15.00	48,750.00
5	Frame and Lids to be Adjusted	Each	9	500.00	4,500.00	500.00	4,500.00
6	Frames and Lids	Each	5	300.00	1,500.00	300.00	1,500.00
7	Structure to be Reconstructed	Each	3	2,350.00	7,050.00	2,350.00	7,050.00
8	Inlet Filters	Each	14	100.00	1,400.00	100.00	1,400.00
9	Comb Concrete C&G, Type B-6.12 (Modified)	Foot	1300	31.50	40,950.00	28.00	36,400.00
10	PCC Sidewalk, 5"	SqFt	2100	6.50	13,650.00	6.50	13,650.00
11	PCC Driveway, 7"	SqYd	405	60.00	24,300.00	60.00	24,300.00
12	Detectable Warnings	SqFt	80	30.00	2,400.00	30.00	2,400.00
13	Trench Backfill	CuYd	75	1.00	75.00	1.00	75.00
14	White Wax Compound	SqYd	675	1.00	675.00	2.25	1,518.75
15	Incidental HMA Surface Removal	SqYd	400	12.00	4,800.00	9.00	3,600.00
16	HMA Surface Removal, Butt Joint	SqYd	100	35.00	3,500.00	13.00	1,300.00
17	HMA Binder Course, IL-19.0, N50 (Reconstr) 4"	Ton	800	70.00	56,000.00	78.00	62,400.00
18	HMA Surface Course, Mix D, N50, 2"	Ton	425	88.00	37,400.00	80.00	34,000.00
19	Bituminous Materials (Tack Coat) SS-1	Lbs	800	0.50	400.00	0.01	8.00
20	Geogrid for Ground Stabilization	SqYd	3250	3.00	9,750.00	2.75	8,937.50
21	Aggregate Base Course, Type B, 6"	SqYd	3250	10.00	32,500.00	8.50	27,625.00
22	Topsoil Placement, 4"	SqYd	1300	4.45	5,785.00	8.00	10,400.00
23	Sodding	SqYd	1300	10.00	13,000.00	7.00	9,100.00
24	Thermoplastic Pavement Marking - Line 6"	Foot	225	4.50	1,012.50	10.00	2,250.00
25	Thermoplastic Pavement Marking - Line 24"	Foot	75	10.50	787.50	15.00	1,125.00
26	12" Dia PVC Combined Sewer Replacement	Foot	6	650.00	3,900.00	650.00	3,900.00
27	15" Dia PVC Combined Sewer Replacement	Foot	6	650.00	3,900.00	650.00	3,900.00
28	10" Dia PVC Storm Sewer	Foot	30	45.00	1,350.00	45.00	1,350.00
29	12" Dia PVC Storm Sewer	Foot	60	45.00	2,700.00	45.00	2,700.00
30	Inlet, TY A, TY 1 Frame, Open Lid	Each	1	3,000.00	3,000.00	3,000.00	3,000.00
31	Restr Depth Catch Basin, 4' Dia TY 1 Frame, O.L.	Each	3	5,000.00	15,000.00	5,000.00	15,000.00
32	Connection to Existing Structure	Each	2	500.00	1,000.00	500.00	1,000.00
33	Earth Excavation	CuYd	450	30.00	13,500.00	40.00	18,000.00
34	Removal and Disposal of Unsuitable Material	CuYd	205	30.00	6,150.00	36.00	7,380.00
35	Porous Granular Embankment Subgrade	CuYd	205	15.00	3,075.00	36.00	7,380.00
36	Traffic Control and Protection	L.S.	1	15,000.00	15,000.00	10,000.00	10,000.00
37	HMA - Longitudinal Joint Sealant	Foot	1100	8.00	8,800.00	6.15	6,765.00
38	Mobilization @ 3%	L.S.	1	11,690.00	11,690.00	10,000.00	10,000.00
TOTAL AMOUNT OF BID				\$398,000.00		\$409,929.25	



VILLAGE OF:
 BID DATE AND TIME:
 PROJECT:
 ENGINEER'S ESTIMATE OF COST:

				BROTHERS ASPHALT		J.A. JOHNSON PAVING	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1300	6.30	8,190.00	6.50	8,450.00
2	Sidewalk Removal	SqFt	2100	1.47	3,087.00	2.00	4,200.00
3	Driveway Pavement Removal	SqYd	405	13.65	5,528.25	13.00	5,265.00
4	Pavement Removal (Streets)	SqYd	3250	8.00	26,000.00	12.50	40,625.00
5	Frame and Lids to be Adjusted	Each	9	525.00	4,725.00	500.00	4,500.00
6	Frames and Lids	Each	5	315.00	1,575.00	300.00	1,500.00
7	Structure to be Reconstructed	Each	3	2,467.50	7,402.50	2,350.00	7,050.00
8	Inlet Filters	Each	14	105.00	1,470.00	100.00	1,400.00
9	Comb Concrete C&G, Type B-6.12 (Modified)	Foot	1300	32.55	42,315.00	29.50	38,350.00
10	PCC Sidewalk, 5"	SqFt	2100	7.35	15,435.00	7.00	14,700.00
11	PCC Driveway, 7"	SqYd	405	66.15	26,790.75	60.00	24,300.00
12	Detectable Warnings	SqFt	80	42.00	3,360.00	35.00	2,800.00
13	Trench Backfill	CuYd	75	1.05	78.75	1.00	75.00
14	White Wax Compound	SqYd	675	2.10	1,417.50	2.50	1,687.50
15	Incidental HMA Surface Removal	SqYd	400	8.00	3,200.00	12.50	5,000.00
16	HMA Surface Removal, Butt Joint	SqYd	100	5.00	500.00	1.00	100.00
17	HMA Binder Course, IL-19.0, N50 (Reconstr) 4"	Ton	800	75.00	60,000.00	70.50	56,400.00
18	HMA Surface Course, Mix D, N50, 2"	Ton	425	110.00	46,750.00	90.00	38,250.00
19	Bituminous Materials (Tack Coat) SS-1	Lbs	800	0.10	80.00	0.01	8.00
20	Geogrid for Ground Stabilization	SqYd	3250	3.00	9,750.00	2.50	8,125.00
21	Aggregate Base Course, Type B, 6"	SqYd	3250	10.00	32,500.00	9.00	29,250.00
22	Topsoil Placement, 4"	SqYd	1300	6.30	8,190.00	5.00	6,500.00
23	Sodding	SqYd	1300	11.55	15,015.00	13.00	16,900.00
24	Thermoplastic Pavement Marking - Line 6"	Foot	225	7.86	1,768.50	10.00	2,250.00
25	Thermoplastic Pavement Marking - Line 24"	Foot	75	31.44	2,358.00	15.00	1,125.00
26	12" Dia PVC Combined Sewer Replacement	Foot	6	682.50	4,095.00	650.00	3,900.00
27	15" Dia PVC Combined Sewer Replacement	Foot	6	682.50	4,095.00	650.00	3,900.00
28	10" Dia PVC Storm Sewer	Foot	30	47.25	1,417.50	45.00	1,350.00
29	12" Dia PVC Storm Sewer	Foot	60	47.25	2,835.00	45.00	2,700.00
30	Inlet, TY A, TY 1 Frame, Open Lid	Each	1	3,150.00	3,150.00	3,000.00	3,000.00
31	Restr Depth Catch Basin, 4' Dia TY 1 Frame, O.L.	Each	3	5,250.00	15,750.00	5,000.00	15,000.00
32	Connection to Existing Structure	Each	2	252.00	504.00	500.00	1,000.00
33	Earth Excavation	CuYd	450	40.00	18,000.00	50.00	22,500.00
34	Removal and Disposal of Unsuitable Material	CuYd	205	40.00	8,200.00	40.00	8,200.00
35	Porous Granular Embankment Subgrade	CuYd	205	40.00	8,200.00	40.00	8,200.00
36	Traffic Control and Protection	L.S.	1	12,013.00	12,013.00	25,179.50	25,179.50
37	HMA - Longitudinal Joint Sealant	Foot	1100	6.43	7,073.00	6.60	7,260.00
38	Mobilization @ 3%	L.S.	1	12,767.00	12,767.00	12,000.00	12,000.00
TOTAL AMOUNT OF BID				\$425,585.75		\$433,000.00	



VILLAGE OF:
 BID DATE AND TIME:
 PROJECT:
 ENGINEER'S ESTIMATE OF COST:

				SCHROEDER ASPHALT	
No.	Items	Unit	Quantity	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1300	6.00	7,800.00
2	Sidewalk Removal	SqFt	2100	1.50	3,150.00
3	Driveway Pavement Removal	SqYd	405	10.00	4,050.00
4	Pavement Removal (Streets)	SqYd	3250	10.00	32,500.00
5	Frame and Lids to be Adjusted	Each	9	485.00	4,365.00
6	Frames and Lids	Each	5	400.00	2,000.00
7	Structure to be Reconstructed	Each	3	1,500.00	4,500.00
8	Inlet Filters	Each	14	125.00	1,750.00
9	Comb Concrete C&G, Type B-6.12 (Modified)	Foot	1300	34.00	44,200.00
10	PCC Sidewalk, 5"	SqFt	2100	8.50	17,850.00
11	PCC Driveway, 7"	SqYd	405	80.00	32,400.00
12	Detectable Warnings	SqFt	80	40.00	3,200.00
13	Trench Backfill	CuYd	75	23.00	1,725.00
14	White Wax Compound	SqYd	675	1.00	675.00
15	Incidental HMA Surface Removal	SqYd	400	4.00	1,600.00
16	HMA Surface Removal, Butt Joint	SqYd	100	8.00	800.00
17	HMA Binder Course, IL-19.0, N50 (Reconstr) 4"	Ton	800	78.00	62,400.00
18	HMA Surface Course, Mix D, N50, 2"	Ton	425	87.00	36,975.00
19	Bituminous Materials (Tack Coat) SS-1	Lbs	800	0.01	8.00
20	Geogrid for Ground Stabilization	SqYd	3250	2.50	8,125.00
21	Aggregate Base Course, Type B, 6"	SqYd	3250	9.00	29,250.00
22	Topsoil Placement, 4"	SqYd	1300	8.00	10,400.00
23	Sodding	SqYd	1300	12.00	15,600.00
24	Thermoplastic Pavement Marking - Line 6"	Foot	225	10.00	2,250.00
25	Thermoplastic Pavement Marking - Line 24"	Foot	75	15.00	1,125.00
26	12" Dia PVC Combined Sewer Replacement	Foot	6	950.00	5,700.00
27	15" Dia PVC Combined Sewer Replacement	Foot	6	985.00	5,910.00
28	10" Dia PVC Storm Sewer	Foot	30	125.00	3,750.00
29	12" Dia PVC Storm Sewer	Foot	60	130.00	7,800.00
30	Inlet, TY A, TY 1 Frame, Open Lid	Each	1	2,150.00	2,150.00
31	Restr Depth Catch Basin, 4' Dia TY 1 Frame, O.L.	Each	3	4,750.00	14,250.00
32	Connection to Existing Structure	Each	2	825.00	1,650.00
33	Earth Excavation	CuYd	450	38.00	17,100.00
34	Removal and Disposal of Unsuitable Material	CuYd	205	38.00	7,790.00
35	Porous Granular Embankment Subgrade	CuYd	205	50.00	10,250.00
36	Traffic Control and Protection	L.S.	1	20,600.00	20,600.00
37	HMA - Longitudinal Joint Sealant	Foot	1100	7.49	8,239.00
38	Mobilization @ 3%	L.S.	1	13,016.61	13,016.61
TOTAL AMOUNT OF BID				\$446,903.61	

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A BID RESPONSE AND CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD
AND M&J ASPHALT PAVING COMPANY, INC. IN THE AMOUNT OF \$395,858.50
TO COMPLETE THE 2020 MFT ROADWAY IMPROVEMENTS PROJECT AND
AUTHORIZING THE EXPENDITURE OF MFT FUNDS TO PAY FOR THE WORK**

WHEREAS, based on a competitive bidding process, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to hire M&J Asphalt Paving Company, Inc. (the "Contractor"), who submitted the lowest, qualified and responsive bid, to perform construction services to complete the 2020 MFT Roadway Improvements (the "Project") and to approve and authorize the execution of the Contractor's bid response and a construction contract (collectively the "Contract"), attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Project involves the reconstruction of approximately six hundred (600) linear feet due to long-term distress and failure of the current pavement, including the installation of geotechnical fabric, six-inches (6") of aggregate base course, and six-inches (6") of hot-mix asphalt with ADA compliant roadway crossings to be implemented where needed, and necessary combined with sewer repairs as well as repair and replacement of utility structures as needed, landscape restoration, pavement markings, and other related improvements on 19th Avenue from Harrison Street to Van Buren Street; and six hundred (600) more linear feet of the same also on Huron Street from 1st Avenue to the Des Plaines River with improvements to match those listed above and also to include full curb and gutter removal and replacement and concrete driveway apron replacement; and

WHEREAS, the Contractor agrees to complete the Project in accordance with the terms and provisions of the attached Contract for a "not-to-exceed" bid price of Three Hundred Ninety-Five Thousand Eight Hundred Fifty-Eight and 50/100 Dollars (\$395,858.50). The Project will be paid for with Motor Fuel Tax (MFT) Funds, which requires Village approval of a "Resolution for Improvement Under the Illinois Highway Code," attached hereto as **Exhibit "B"** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of the above-referenced sum of MFT Funds for the purpose of paying the costs of the Project; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to approve the Contract and to expend its MFT Funds for the costs associated with the Project pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and the Illinois Motor Fuel Tax Law (35 ILCS 505/1 *et seq.*), and find that entering into the Contract is in the best interests of the Village.

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

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

SECTION 2: The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the bid response and the Contract to be entered into with the Contractor as well as the Resolution for Improvement Under the Illinois Highway Code for the benefit of the Village as part of the Village’s 2020 MFT Roadway Improvements Project. A copy of the Contract is attached hereto as **Exhibit “A”** and made a part hereof, and a copy of the Resolution is attached hereto as **Exhibit “B”** and made a part hereof. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute and deliver the final version of the attached Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village’s obligations under the Contract.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize the expenditure of MFT Funds in an amount not to exceed Three Hundred Ninety-Five Thousand Eight Hundred Fifty-Eight and 50/100 Dollars (\$395,858.50) to pay for the Project costs.

SECTION 4: The President and Board of Trustees of the Village of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, execute and deliver all other instruments, payments and documents that are necessary to facilitate the signatures and payments necessary to complete the Project.

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

ADOPTED this ____ day of September, 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of September, 2020, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

Exhibit "A"

**CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD
AND M&J ASPHALT PAVING COMPANY, INC.
TO COMPLETE THE 2020 MFT ROADWAY IMPROVEMENTS PROJECT**

(attached)

Exhibit "B"

**RESOLUTION FOR IMPROVEMENT
UNDER THE ILLINOIS HIGHWAY CODE
TO COMPLETE THE 2020 MFT ROADWAY IMPROVEMENTS PROJECT**

(attached)



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes No

Table with Resolution Type (Original), Resolution Number, and Section Number (20-00141-00-FP)

BE IT RESOLVED, by the President and Board of Trustees of the Village of Maywood of the Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code.

Work shall be done by Contract or Day Labor

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Pavement reconstruction including placement of geotechnical fabric, aggregate base course, hot-mix asphalt binder and surface courses, removal and replacement of concrete curb and gutter, sidewalk, and driveway aprons, intermittent drainage repairs, and thermoplastic pavement markings.

2. That there is hereby appropriated the sum of Three Hundred Ninety-Five Thousand, Eight Hundred Fifty-Eight and 50/100 Dollars (\$395,858.50) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Viola Mims, Village Clerk in and for said Village of Maywood

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Maywood at a meeting held on September 01, 2020

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL)

Clerk Signature and Date fields

Approved

Regional Engineer and Date fields

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature. Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A BID RESPONSE AND CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD
AND M&J ASPHALT PAVING COMPANY, INC. IN THE AMOUNT OF \$395,858.50
TO COMPLETE THE 2020 MFT ROADWAY IMPROVEMENTS PROJECT AND
AUTHORIZING THE EXPENDITURE OF MFT FUNDS TO PAY FOR THE WORK**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the ___ day of September, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of September, 2020.

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: _____

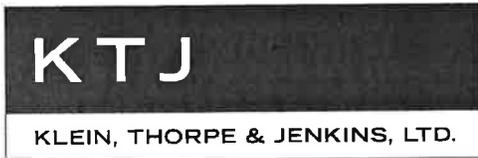
ABSENT: _____

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 September, 2020.

Viola Mims, Village Clerk

[SEAL]



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

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

DD 312 984 6432
mtjurusik@ktjnet.com

CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS
MEMORANDUM

To: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood
From: James P. Bartley and Jason A. Guisinger
Date: September 9, 2020
Re: New Collective Bargaining Agreement for Technical Support Employees with SEIU Local Union No. 73

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

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL NO. 73 FOR ALL TECHNICAL SUPPORT BARGAINING UNIT MEMBERS (Term: December 1, 2019 to November 30, 2022), with a copy of the Agreement attached to the Resolution as Exhibit "A".

Summary of Collective Bargaining Agreement

The enclosed successor collective bargaining agreement with the SEIU Local No. 73, who represent the Technical Support employees, was settled in August, 2020. The new agreement has a three (3) year term from December 1, 2019 until November 30, 2022. The new agreement provides a wage increase of two percent (2%) for each of the three (3) years. The other changes of significance were: (1) Employees are to complete a written form to be submitted to the Human Rights Coordinator for any charge of alleged discrimination; (2) Code Enforcement Officers must take and pass the B-1 and B-2 certification tests by May 1, 2022, or be subject to termination or a salary freeze in the discretion of the Village; (3) An overtime distribution procedure was added to the contract; (4) Employees may use extended sick leave only once in 15 months rather than 12; and (5) Veterans' Day was added as a paid holiday.

If there are any questions, please contact us.

Jim and Jason

Enclosures

- cc: Viola Mims, Village Clerk (w/ encls.)
- Willie Norfleet, Jr., Village Manager (w/ encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- Val Talley, Police Chief (w/ encls.)
- Michael T. Jurusik, Village Attorney (w/ encls.)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF
AN AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL NO. 73
FOR ALL TECHNICAL SUPPORT BARGAINING UNIT MEMBERS
(TERM: DECEMBER 1, 2019 TO NOVEMBER 30, 2022)**

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to enter into a collective bargaining agreement for the employment of all Technical Support Employees in accordance with the terms set forth in the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL NO. 73 FOR ALL TECHNICAL SUPPORT BARGAINING UNIT MEMBERS (Term: December 1, 2019 to November 30, 2022)" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the attached Agreement is a successor collective bargaining agreement with the SEIU Local No. 73, who represents the Technical Support Employees. The Agreement contains a three (3) year term from December 1, 2019 until November 30, 2022, and provides a wage increase of two percent (2%) for each of the three (3) years; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (Exhibit "A") pursuant to its home rule powers and contracting authority provided by 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 the Agreement is in the best interests of the Village.

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

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

SECTION 2: The President and Board of Trustees of the Village Maywood authorize the approval and execution of the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL NO. 73 FOR ALL TECHNICAL SUPPORT BARGAINING UNIT MEMBERS (Term: December 1, 2019 to November 30, 2022)" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, and/or the Village Manager, or his/her designee, to execute and deliver the final version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. The President and Board of Trustees of the Village of Maywood further authorize the payment of all costs that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: The President and Board of Trustees of the Village of Maywood further authorize and direct the Village Clerk, the Village Manager and/or the Village Attorney, or their designees, to transmit executed originals or certified copies of this Resolution and the Agreement to all parties that are entitled to receive such documents.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 15th day of September, 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of September, 2020, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

Exhibit "A"

**AN AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL NO. 73
FOR ALL TECHNICAL SUPPORT BARGAINING UNIT MEMBERS
(TERM: DECEMBER 1, 2019 TO NOVEMBER 30, 2022)**

(attached)

AGREEMENT
BETWEEN
THE VILLAGE OF MAYWOOD
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73

Technical Support Bargaining Unit

December 1, 2019 - November 30, 2022

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AGREEMENT

This agreement is entered into by, and between the Village of Maywood, Illinois (hereinafter called the "Village") and the Maywood Chapter of Service Employees International Union, Local 73 (hereinafter called the "Union"), covering employees in the Technical Support Bargaining Unit.

PREAMBLE

WHEREAS, this Agreement is entered into effective December 1, 2019 by and between the Village of Maywood, Illinois, hereinafter referred to as the "Village," and the Maywood Chapter of the Service Employees International Union, Local 73, hereinafter referred to as the "Union," has as its purpose the promotion of a harmonious and mutually beneficial working relationship between the Village and the Union and;

WHEREAS, the Village has voluntarily endorsed the practices and procedures of collective negotiation as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the Village to retain the right to operate the Village government effectively in a responsible and efficient manner and;

WHEREAS, it is the intent and purpose of the parties to set forth herein their full and entire Agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to increase the efficiency of operations and settlement of grievances without any interruption of or other interference with the operation of the Village.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows,

Both parties mutually agree that their objectives are for the good and welfare of the Village and Union members alike. Both parties further agree that in the interest of collective negotiations and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The Village and Union regard all personnel as public employees who are to be governed by high ideals and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE 1 RECOGNITION and REPRESENTATION

Section 1.1 Recognition of the Union

The Village recognizes the Union as the sole and exclusive bargaining agent, for the purpose of establishing salaries, wages, hours, and conditions of employment for all employees in the classifications of Code Enforcement Officer, Animal Control Officer,

Building Inspector, Fire Inspector, Receptionist, Mini Bus Driver, Cashier, Clerk, Parking Supervisor, Records Clerk Supervisor, Account Specialist, Collections Specialist, Water Supervisor, Certified Water Operator, Maintenance Worker, Environmentalist, Police Aide Permit Clerk, Permit Technician and Meter Reader. Excluded are all other employees of the Village, including supervisory, managerial and confidential employees within the meaning of the Illinois Public Labor Relations Act and all other persons excluded from coverage under the Act. The Village shall not ask a bargaining unit member to hire, fire, discipline, or respond to the grievance of another bargaining unit member.

Section 1.2. Integrity of the Bargaining Unit

The jurisdiction of the Union shall include all work currently performed by bargaining unit members. No bargaining unit work shall be performed by any person who is not a member of the bargaining unit, except for cases where a temporary employee is filling in for a bargaining unit employee on a leave of absence. The Village may employ part-time personnel in any of the classifications listed in Section 1.1 above. The Village will not employ more than eight (8) part-time employees, (four (4) full-time equivalents) in the bargaining unit. No currently employed bargaining unit member shall have their hours involuntarily reduced to part-time status. Any newly created position that is included in the bargaining unit may be a part-time position, provided that the employee in a newly created position will be counted toward the maximum number of part time employees allowed by this paragraph. Any such part-time personnel will be paid at the hourly rate set forth for their classification in the salary schedule attached hereto as Appendix B and will receive pro-rated holidays, vacation time, and sick leave based on the percentage of a 40 hour week that they are regularly scheduled to work. Part time employees will be given prorated seniority credit based on the number of hours they are regularly scheduled to work. In the event of a layoff, part time employees will be laid off first before any full time employee is laid off. Part time employees will be considered for any full time opening that they are qualified to fill, but all new appointments shall be competitive. Part time employees who are required to wear a uniform will be given a uniform allowance pursuant to Article 14 of this Agreement. Part time employees shall not be eligible for insurance benefits, personal days or extended sick leave. Part-time employees who apply for a full-time bargaining unit position will be considered for the position before non-bargaining unit applicants, provided that they possess the qualifications for the full-time position.

Section 1.3 Union Membership

The Village does not and will not object to Union membership by its employees. For the purpose of this Agreement, an employee shall be considered to be a member of the Union if he/she tenders the dues, as well as a signed membership and dues authorization card to the appropriate union personnel.

Relative to any orientation classes held for new employees, the Village will grant and allow the Union a reasonable opportunity to present the benefits of Union membership, and at which time

the Union may present and give said employees a copy of this Agreement. The Village shall notify the Union of the hiring of all new employees.

Section 1.4 Union Dues Deductions And Fair Share Fee

To the extent allowable by law, any present employee, as defined in Section 1.1 of this Agreement, who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership, on the thirtieth day following their respective date of hire, shall also be required to pay a fair share of the cost of the collective bargaining process and contract administration.

With respect to any employee on whose behalf the Village receives the Union's standard written or digital authorization form, the Village shall deduct from the wages of the employee union dues on a biweekly basis and shall forward the full amount to the Union by the 10th day of the month following the month in which the deductions are made. The amount deducted shall be in accordance with the schedule to be submitted to the Village by the Union. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Village and the Union during the opt out period as explained in the authorization card.

WEB-BASED ELECTRONIC SIGN-UPS. The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded telephone calls, by submitting to the Union an online deduction form authorization, or by another means of indicating agreement allowable under state and federal law. The Parties acknowledge and agree that the term "written authorization" and any similar term used in this Agreement includes authorizations created and maintained by the use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE funds, subject to the requirements of state and federal law.

With respect to any employee on whose behalf the Village has not received a written authorization as provided above, to the extent allowable by law, the Village shall deduct from the wages from the employee the fair-share fee including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth day of the month following the month in which the deduction is made, subject only to the following:

- A) The Union has certified to the Village that the affected employee has been delinquent in his obligation for at least thirty days;
- B) The Union has certified to the Village that the affected employee has been notified in writing of the obligation and requirement for each provision of this

Article, and that the Village has been advised by the Union of his/her obligations pursuant to this Article and of the manner in which the Union has calculated the fair-share fee.

- C) The Union has certified to the Village that the affected employee has been given a reasonable opportunity to have said objections adjudicated before an impartial arbitrator, selected by the employee and the Union for the purposes of determining and resolving any objections the employee may have to the fair-share fee.

Any amounts reasonably in dispute shall be held in escrow by the Union pending resolution of the challenge. All costs of the arbitrator and arbitration are to be paid by the objecting employee.

The amount to be deducted from the paycheck of the non-member for the cost of representation in the negotiation and the enforcement of this Agreement shall be certified by the Service Employees International Union Local 73. Changes in the amount of the fair-share fee to be deducted shall be certified by the Union 30 days before the effective date of change. A check in the amount of monthly union dues and fair share fees shall be mailed to the Service Employees International Union Local 73. Dues and fair-share deductions shall be mailed to the Union as indicated here no later than the tenth day of the month following the month in which the deduction is made.

The Union shall indemnify and save the Village harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of and by reason of action taken or not taken by the Village for the purposes of complying with the above provisions of this Article.

Section 1.5 Religion Exemption

To the extent allowable by law, employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to an Union shall be required to pay an amount equal to the fair share of Union dues as described in Section 1.4, to a non-religious charitable organization mutually agreed upon by the Union and Village as defined and set forth in Section 1606 (g) of the Illinois Public Labor Relations Act.

Section 1.6 Committee on Political Education

Upon receipt of a lawfully executed, written authorization from an employee, the Village shall, during the term of this Agreement or until such authority is revoked by the employee in writing, deduct voluntary employee contributions to the SEIU Committee on Political Education (COPE), managed and operated by the Union. Such deduction shall be remitted by the Village to the Union official designated by the Union in writing to receive such funds. The SEIU Committee on Political Education shall refund to the Village or to the employee any contributions which may be deducted erroneously or any monies which may be remitted erroneously.

The Union agrees to indemnify and hold harmless the Village against any and all claims, suits, orders, or judgments against the Village resulting from any action taken or not taken by the Village pursuant to the provisions of this Article.

Section 1.7 New Member Orientation

The Village will notify the designated Union Steward of newly employed Bargaining Unit Members within fifteen (15) days of hire. The name of the designated Union Steward shall be provided, in writing, to the Human Resources Coordinator.

Section 1.8 Seniority List

The Village shall furnish to the Union a copy of the updated seniority list on or about February 1 of each year. Upon written request from the Union given by July 15th of any year, the Village will provide an updated list on or about August 1st of that year.

ARTICLE 2
DISCRIMINATION

Neither the Village nor the Union shall discriminate against any employee because of race, sex, religion, creed, color, national origin, age, sexual orientation, disability, or Union activity. Any employee wishing to make a formal complaint of discrimination shall complete a formal complaint form provided by the Human Resources Office.

ARTICLE 3
MANAGEMENT RIGHTS

The Village shall retain the sole right and authority to operate and direct the affairs of the Village in all its various aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement.

Among the rights retained is the Village's right to determine its mission and set standards and hours of service offered to the public; to direct the working forces; to assign overtime; to plan, direct, control, and determine the operations and services to be conducted by the Village or by employees for the Village or by employees of the Village; to assign and transfer employees; to hire, promote, demote, suspend, discipline, or discharge for just cause; to reduce the complement of personnel or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and change methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the specific provisions of this Agreement.

ARTICLE 4
GRIEVANCE PROCEDURE

Section 4.1 Definition of Grievance

A grievance is defined as a complaint arising under and during the term of this Agreement raised by the Union or an employee as to himself against the Village involving an alleged violation, misinterpretation or misapplication of a specific provision(s) of this Agreement, or with respect to the inequitable application of the Rules and Regulations, general orders or policies and procedures of the Village of Maywood.

Section 4.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10)working days from the time that the Union reasonably became aware of the grievance.

- A) Any employees deeming themselves aggrieved shall first discuss their grievances with their immediate supervisor.
- B) If a satisfactory resolution of the employee's grievance is not achieved by such discussion with the immediate supervisor and union representative or steward, the grievant is then authorized to confer with the Department Head, who shall respond in writing within five (5) working days.
- C) If satisfactory resolution is not achieved by such discussion with the Department Head the Department Head shall send a memorandum to the Village Manager wherein the employee's grievance and action taken to that date are set forth. The Village Manager shall arrange a hearing with the employee or employees, the Department Head and any other person that either the employee or the Manager deem necessary for a reappraisal of the action. Findings of the Village Manager will be set down in writing and copies sent to the employee within ten (10) working days.

Section 4.3 Binding Arbitration

If the grievance is not settled with the Village Manager within 21 calendar days after the submission of the grievance to him or his agent, the Union may refer the grievance to binding arbitration by giving written notice to the Manager within fourteen (14) calendar days after receipt of the Manager's decision. Both parties shall attempt to agree upon an arbitrator, but if they are unable to do so, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be members of the National Academy of Arbitrators and reside in Illinois, Indiana or Wisconsin. The Union shall strike one name, then the Village shall strike one name; then the Union shall strike another name and the Village shall strike another name; then the Union shall strike another name and the Village shall strike another name, and the person whose name remains shall be the "arbitrator"; provided that either party prior to striking any names shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Village and Union requesting that he set a time and place for a hearing subject to the availability of the Village and Union representatives.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his determinations shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The determinations of the arbitrator shall be binding. The costs of the arbitration, including the fee and the expense of the arbitrator, shall be divided equally between the Village and the Union. The Village and the Union may continue to negotiate their differences before the arbitration hearing begins, during the arbitration hearing and up to the time that the arbitrator delivers the decision to the Village and the Union.

- A) At any stage of the grievance procedure, the grievant may be accompanied and represented by the Union.
- B) All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations. No loss of pay will occur when a bargaining unit member attends a grievance related meeting during his/her working hours.

ARTICLE 5
NO STRIKE - NO LOCKOUT

The Union, its officers, agents and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, slow-down, concerted stoppage of work or any other intentional interruption of operations. Any or all employees who violate any provision of this article may be discharged or otherwise disciplined by the Village. The Village, its officers and agents agree not to lockout any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 6
WAGES

Section 6.1 Salary Schedule

The salary schedule in effect for the duration of this Agreement is attached hereto as Appendix B. Salary steps for individuals covered under this agreement shall be computed from the date of hire through December 1, 2019. The wage schedule shall reflect across the board raises to all steps and titles of 2% effective 12/1/19, 2% effective 12/1/20, and 2% effective 12/1/21.

Form:

Maintenance employees who have completed one or more of these skill sets- HVAC certification, concrete certification, locksmith certification or small motor repair technician that is needed by the Village may be promoted to the position of Maintenance Specialist. Qualification for the position and the number of persons promoted to the

Form:

position shall be in the sole discretion of the Village. Maintenance Specialist to be paid at maintenance supervisor rate step 8 plus \$1.50 per hour.

Section 6.2 Code Enforcement Officer/Building Inspector Wage Increases

Newly hired, uncertified Building Inspectors shall be required to pass the ICC Property Maintenance & Housing Inspection Test in order to successfully pass their probation. Upon completion of probation, they shall move to the second step of the pay range. New hires already possessing such a credential shall be hired at the second step of the pay range.

Existing qualified employees at ratification of this successor agreement commencing December 1, 2019, will be given until May 1, 2022, at Village expense to successfully complete the Commercial B-1 and B-2 test and move to the classification of Building Inspector. Employees currently employed shall make their first attempt at passing the tests no later than June 1, 2021, their second attempt no later than November 15, 2021, and their third attempt no later than May 1, 2022, at which point, if unsuccessful, the least senior employee may be placed on 90 day probation at the discretion of the Village and the second least senior employee may have their pay rate frozen at \$50,000 at the discretion of the Village.

Form:

Animal Control Officer is eligible to test for upgrade to Code Enforcement Officer. Two (2) opportunities annually, at Village expense. Successful completion of Property Maintenance testing will result in a 1% one-time bonus.

Upon passing one and two of the three ICC Building Inspector Tests(B-1,B-2), Code Enforcement Officers shall move to the fourth step of the range.

Failure to maintain a current and active certification for any period beyond 45 days after expiration will result in disciplinary action up to and including termination. The Village will be responsible for the cost of tuition and mileage for approved continued education classes taken by employees pursuant to certification renewal. The Village will make available, in a central location, information regarding training and continuing education opportunities.

Section 6.3 Working out of Classification

When an employee is asked to work out of classification (either in or out of the bargaining unit) for four (4) hours or more, if the classification is a higher pay rate, the employee shall receive a pay adjustment at the higher rate of pay for which he/she worked. The agreement to work out of classification must be agreed upon in writing between the employee and the department head. The Village will adjust the hourly salary of any Maintenance Worker that is assigned to work outside of his or her classification in a local 705 classification for more than 4 hours in a day in the Public Works Department Maintenance Workers will be paid for those hours worked outside of their classification in a 705 classification at the Maintenance Supervisor salary.

Section 6.4 Training Program

The Union will supply a proposed training program within six (6) months of ratification. Discussion will be facilitated by FMCS. This is a pilot program in the Code Department only.

ARTICLE 7 HOURS OF WORK

Section 7.1 Work Week and Day

As stated in the Fair Labor Standards Act, unless otherwise specified, the work period for all employees is defined as the seven calendar days beginning at 12:00 a.m., Sunday and ending at 12:00 a.m. the following Sunday. However, the Village is free to establish any starting date and time for the work period. The normal workweek shall be forty (40) hours, Monday through Friday. It being understood that service to the community is a priority, the normal workweek for certain employees may include scheduled time on Saturdays.

Section 7.2 Work Hours

A non-exempt covered employee who works in excess of 40 hours per week (8 1/4 hours per day) is entitled to overtime compensation at a rate of one and one-half times the employee's regular rate of pay as stated in the Fair Labor Standards Act. An employee who is required to work on Sunday shall be paid at a rate of one and one-half times the employee's regular rate of pay. All overtime shall be paid on the next pay period after it is earned.

Section 7.3 Emergency Call-in Time

Emergency Call-in Time shall be defined as that time in which an off duty Village employee is called to duty by his/her Department Head. In the case of an Emergency Call-in, all called in employees shall receive a minimum of two (2) hours additional overtime pay at the rate of time and one-half of their regular rate of pay. Said overtime pay shall be credited to the employee regardless of the hours he/she may have worked during the work week.

Section 7.4 Changes to Employees' Work Schedules

The normal hours, shifts, workdays and work period to which employees are assigned shall be stated on the work schedule posted or available to employees at their assigned work site or reporting location.

From time to time temporary changes in schedules will be necessary to provide adequate service and support. In those instances, the Village shall discuss with the Union the need for temporary schedule changes to satisfy the needs of the Village. Temporary changes in schedule shall only be made based on operational needs. Should it be necessary in the interest of efficient operations to establish schedules departing temporarily from the normal hours, shifts, workday, or work period, the Village will give at least twenty-four (24) hours' notice, except in emergencies, of such change to the individuals affected by such change.

The Village will give at least seven (7) days' notice, except in emergencies, of any changes of a permanent nature to an individual's work schedule, and shall offer to meet and discuss such changes in advance with the Union and the individual(s) affected by such change. Such schedule changes shall be based on operational needs. In the event there is a disagreement between the parties over a proposed schedule change of a permanent nature, the Union may file a grievance at the Village Manager's Step. The Union shall bear the burden of establishing that the proposed schedule change of a permanent nature is not based on operational needs. The Village reserves the right to implement a permanent schedule changes pending the resolution of any such grievance, and no financial remedy shall be rewarded by the arbitrator if the grievance is sustained.

Section 7.5 Compensatory Time

An employee may elect to have earned overtime credited to a compensatory time account rather than be paid overtime. No employee shall be allowed to accumulate more than 40 hours. Compensatory time shall be credited and scheduled in accord with the requirements of the FLSA. Requests for the use of compensatory time shall be made at least 5 days in advance unless agreed to between the employee and their supervisor. The Village may at any time elect to pay employees for any accrued and unused compensatory time.

Section 7.6 Overtime Distribution

A seniority roster showing seniority by classification will be posted for the purpose of calling back staff for call back overtime. When the number and type of staffing needed for a callback has been determined by the Supervisor, or his designee, the most senior per classification within the department will be contacted first. If after attempting to contact all employees by seniority in a classification, an insufficient number is available, the Supervisor, or his designee will attempt contact the least senior employee and require overtime of the least senior employee. This procedure will continue up through the seniority roster. The next time the Supervisor, or his designee needs to require overtime, the employee above, on the seniority list, from the last employee required to work overtime will be the one contacted first. If the top of the seniority list

Form:

has been reached, the process will start over the bottom of the seniority list. It should be understood that situations do arise that require the callback of the entire staff. Employees who refuse required overtime are subject to discipline. The Village may require hours as needed. Nothing in this section applies to hold over time.

ARTICLE 8 LEAVES

Section 8.1 Sick Leave

As of the effective date of this Agreement, all employees within this group shall receive a one-for-one buy-out of unused sick leave days at the end of the contract year. Employees herein shall be eligible to receive a total of six (6) non-accumulative verifiable sick days per year.

Section 8.2 Extended Sick Leave

Union members shall be permitted non-duty related extended sick leave if after the exhaustion of their accumulated sick days, if any, and after a waiting period of twenty four hours, they provide to their Department Head written verification from a physician that they will not be fit to return to work for an extended period of time due to illness, hospitalization, injury or convalescent and/or recuperative time.

Members of the Union will receive up to forty-five (45) working days at full pay for extended sick leave, and will receive 50% of their full pay for an additional sixty (60) days. Members of the Union must receive approval by the Department Head or the Village Manager to use extended sick leave. This benefit may be used once in a fifteen (15) month period beginning on the first day of the prior extended sick leave.

Section 8.3 Personal Days

Union members shall have four personal days off per year provided that 48 hours notice is given, except that in cases of emergency, only one-hour notice need be given. Personal days do not accumulate from year to year. At the time a Union member gives notice of a personal day, he or she is required to provide to his or her supervisor the reason or cause for the personal day.

Section 8.4 Vacation

Employees with more than one (1) year of Village service but less than seven (7) years shall receive two (2) weeks (80) hours paid vacation, which shall accrue immediately upon anniversary date of employment.

Employees with seven (7) or more years of Village service but less than ten (10) years of Village service shall receive three (3) weeks (120 hours) of paid vacation which shall accrue immediately upon the anniversary date of employment.

Employees with more than ten (10) years of Village service shall receive four (4) weeks (160 hours) of paid vacation which shall accrue immediately upon the anniversary date of employment.

All vacation days shall be picked by seniority annually. Bargaining unit members shall use their vacation allotment in increments of no less than one hour.

The value of vacation days upon termination however, shall be calculated in a prorated fashion according to fractions of years of service so that no vacation time shall be considered forfeited or lost due to termination prior to the next anniversary date.

Section 8.5 Funeral Leave

The Village shall provide employees, without loss of pay, funeral leave for the death of the following family members: mother, father, sister, brother, children, grandmother, grandfather, grandchildren, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, stepsister, stepchildren, or legal guardian. Up to three (3) days may be used. In the case of a funeral 250 miles or more from Maywood, IL, for the aforementioned relatives, four (4) days maybe used. The Village shall not count regular off days as funeral leave days. If funeral leave occurs while an employee is on vacation, the employee may request an extension of vacation days.

Section 8.6 FMLA Leave

The parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993, as amended ("FMLA") that are in accord with what is legally permissible under the FMLA.

Section 8.7 Transfer of Benefit Time

An employee with available unused sick leave or vacation days may transfer one or more of those unused days to another employee who is in need of additional leave days due to personal illness or injury or other serious emergency that prevents the receiving employee from work. No employee may receive more than a total of 10 days per year, the year to be measured from the date that the receiving employee first receives a transfer day.

ARTICLE 9 HOLIDAYS

Full-time salaried employees shall receive the following holidays with pay:

New Years' Day
Martin Luther King's Birthday
President's Day
Good Friday

Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employee's Birthday

- A) If a holiday falls on a Saturday, the holiday shall be observed on the previous Friday; if a holiday falls on a Sunday the holiday shall be observed on the following Monday.
- B) If an employee is on vacation when a holiday occurs, the extra day shall be added to the regularly scheduled vacation.
- C) If an employee works on a holiday, they will be paid at a rate of double time their regular rate of pay.
- D) In the event an employee is absent from work the day before or the day after a holiday, without prior approval of the Department Head, he or she shall not receive holiday pay until proof of sickness is established to the satisfaction of the Village Manager.
- E) The employee may schedule their birthday holiday once each contract year (December 1 – November 30), provided that forty-eight hours advance notice is given to their immediate supervisor.

ARTICLE 10 INSURANCE

Section 10.1 Life Insurance

A term life insurance policy in the amount of \$50,000 shall be issued by the Village to each employee. The Village agrees to pay the full cost of the insurance policy.

Section 10.2 Medical Insurance

The Employer agrees that in addition to the regular wages paid to employees covered by this Agreement, the employer will pay 85% of a comprehensive medical and dental insurance plan for each employee and his dependents. Payments shall be determined by the type of coverage elected by the employee under this plan. The Village shall have the right to alter or change the current health insurance plan and coverages, provided that such changes apply to all employee groups currently participating in the plan, do not result in any increased costs to the employees and provide substantially similar benefits.

Section 10.3 Retiree Medical Insurance

Any full-time Employee shall be eligible to receive the following medical insurance benefits, upon meeting both of the following criteria:

- a. Retire after serving the Village of Maywood for at least 20 years; and
- b. Attain the age of 55, whether before or after retirement from the Village of Maywood.

The Village agrees to pay 50% of the current cost of the premium for single coverage for the retired Employee, regardless of whether the retired Employee is single or married or with or without dependent children. In the event of the death of a pensioned employee as set forth above prior to their 65th birthday, the Village agrees to pay 50% of the current cost of the premium for single coverage for the widowed spouse of the pensioner until the pensioner would have reached their 65th birthday.

ARTICLE 11 SENIORITY, LAYOFF AND RECALL

Section 11.1 Seniority

Seniority shall be defined as the employee's service with the Village as of the most recent date of hire with the Village. Employees who are recalled after a layoff shall have their seniority reinstated to their most recent date of hire prior to the layoff. Seniority shall prevail only for purposes of vacation, layoffs, and selection of overtime. Newly hired employees shall serve a probationary period of six (6) months from date of hire. When management determines that skills, abilities, and qualifications are equal as among all internal or external candidates for a vacant promotional position, seniority shall govern in the selection of a candidate to fill the position.

Section 11.2 Layoffs

Layoffs shall be conducted by inverse seniority within job classification to be reduced; that is, the employee in a job classification to be reduced who has the least unit-wide seniority shall be the first to be laid off.

Any laid off employee who has completed their probationary period may bump a probationary employee in another job classification to avoid a layoff, provided that he possesses the skill, qualifications, experience and physical ability to do the work of the probationary employee in a fully satisfactory manner with no more training than ordinarily would be required for a newly hired probationary employee. If there is no probationary employee that the laid off employee can bump, he can bump the least senior employee in the bargaining unit in another job classification which he is qualified to perform to avoid a layoff, provided that he has more seniority than the employee he is bumping, and provided that he posses the skill, qualifications, experience and physical ability to do the work of the less senior employee in a fully satisfactory manner with no more training than ordinarily would be required for a newly hired probationary employee. The employee so bumped shall be laid off. There shall be no multiple bumping.

An employee who bumps a probationary or less senior employee will be paid at the rate applicable to the job to which he bumps, even if less than his prior rate of pay; provided, however, that employee's leave time (for example, vacation, sick leave) shall be paid out at the rate of pay at which it was accrued.

Recall shall be conducted by seniority; the last laid-off shall be the first to be recalled. Employees who have bumped into lower paying jobs in order to avoid a layoff shall have recall rights back to their former jobs if they open up (or any other bargaining unit job to be filled which the employee is qualified to do), prior to any laid off employee or new hire being placed in such job, and prior to any other Village employee (whether from the bargaining unit or not) being placed into such job.

Union members shall be eligible for recall for a period of two years after they are laid off. The Village shall maintain a recall list and shall send notice of available positions to each individual named in the list, at his or her last known address. It shall be the responsibility of each laid off employee to maintain with the Village their current address for recall purposes.

Section 11.3 Termination of Seniority

Seniority for all purposes and the employment relationship shall be terminated (subject to confirmation by an arbitrator in disputed cases) if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires;
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the employee's Department Head;
- (e) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation, except for good cause shown due to circumstances beyond the control of the employee;
- (f) is laid off and fails to respond to a notice of recall within three (3) calendar days after receiving notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice of recall, except for good cause shown due to circumstances beyond the control of the employee;
- (g) is absent for two (2) consecutive working days without notification to or authorization from the Village, except for good cause shown due to circumstances beyond the control of the employee; or
- (h) is laid off or otherwise does not perform bargaining unit work for the Village for any reason for a period in excess of twenty-four (24) months.

ARTICLE 12
MILEAGE

Employees shall be paid the maximum allowable IRS rate when using their own vehicle for official business.

ARTICLE 13
TIME AND ATTENDANCE

No grace period will be given in regard to tardiness. A quarter of an hour shall be docked for tardiness in excess of eight (8) minutes after reporting time. Three or more violations within an evaluation period will be grounds for disciplinary action.

ARTICLE 14
UNIFORM ALLOWANCE

The Village agrees to pay each member of the Union required to wear uniforms seven hundred (\$700) per year for clothing allowance. Three hundred and fifty (\$350) will be distributed in May, and three hundred and fifty (\$350) will be distributed in October. Uniform allowance is to be used for the purchase and replacement of Village-approved uniforms. Beginning with the 2017-18 contract year the clothing allowance shall be increased to seven hundred fifty (\$750) per year, \$375 distributed in May and \$375 distributed in October.

ARTICLE 15
JOB RELATED TRAINING

The Village shall pay the costs for all employee training required by the Village, including any training required to obtain or renew licenses or certifications required for the employee's current position. In case an employee's required license has expired or lapsed due to negligence on the employee's part (i.e., no attempt to obtain approval to attend required training, or take the required test) such employee may be required to pay the cost of renewing the license. Employees shall be paid at the appropriate rate for all hours spent in Village authorized training.

ARTICLE 16
TUITION REIMBURSEMENT

The Village agrees to reimburse employees for tuition cost as follows:

1. Courses must be related to the employee's job or career path within the Village. Bargaining unit employees enrolled in a degree program prior to December 1, 2007 shall continue to be eligible for tuition reimbursement under this Article, regardless of the employee's chosen major. With this exception the degree sought must be related to the employee's job or career path within the Village in order to be eligible for reimbursement.
2. Proof of acceptance for a degree must be submitted to the Village.

3. Course must grant college level credit.
4. The employee must file for reimbursement no later than thirty (30) days after the beginning of the course.
5. Reimbursement will be granted based on the following schedule: Grade "A" or "B" 100% reimbursement; "C" 50%.
6. Reimbursement will not be granted if the member is covered by veteran's benefits or other tuition abatement program.
7. Employees may enroll in a maximum of two (2) courses per term.
8. The Village agrees that employees will be reimbursed within four weeks after filing a request for reimbursement for which they are eligible.

Approval by the Department Head shall not be unreasonably or arbitrarily denied.

ARTICLE 17 RESIDENCY

Employees shall reside within the Village of Maywood or within a fifteen mile radius from the boundaries of the Village of Maywood.

ARTICLE 18 PERSONNEL FILE

The Village shall maintain only one official personnel file in the Human Resources office. Employees may review their own personnel files and shall be provided copies of documents at no cost. Employees may also provide rebuttal to any documents contained with the file. The Village shall provide employee with a copy of any disciplinary action and job evaluation before it is placed in the employee's personnel file.

Record of disciplinary action shall be removed from the employee's personnel file after one year if there has been no reoccurrence of the infractions which led to the disciplinary action.

ARTICLE 19 WORKING CONDITIONS

Section 19.1 Union Meetings

The Village shall allow the Union to hold Union meetings on the premises of Village buildings; provided, however, that the Union gives to the Department Head at least 24-hour notice prior to each, meeting; and provided that any such meeting shall not unreasonably interfere with the normal work schedule for that Department.

Union members shall be allowed to enter other Village buildings for a causal grievance during duty day.

Section 19.2 Bulletin Boards

The Village shall allow the Union the right to place a bulletin board and a file cabinet within two Village buildings, Code Enforcement and Village Hall. The Union bulletin boards shall be maintained and used exclusively by the Union, and all materials placed thereon shall be initialed by one of the Union's officials.

Section 19.3 Drug Testing

In the interest of maintaining a drug free workplace, the Union and the Village agree to adhere to a uniform drug testing policy attached as Appendix A.

Section 19.4 Union Negotiation Team

Up to four (4) members designated as being on the Bargaining Unit's negotiations team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties with pay, granted that the employee is scheduled to work, provided that it will not result in an inability of the Village to cover necessary work and prior notice is given the employee's supervisor at least two days in advance. Compensation will be limited up to four (4) hours per employee. Negotiations will not result in overtime, and employees who are not scheduled to work will not be compensated.

Section 19.5 Job Postings

All vacancies shall be posted for not less than seven (7) calendar days.

ARTICLE 20 DISCIPLINE AND DISMISSAL

Section 20.1 Employee Protection

Non-probationary employees covered by this Agreement shall not be relieved from duty, suspended, discharged or disciplined in any manner without the Village or the Department Head having first established just cause.

Section 20.2 General Sequence

The typical disciplinary sequence for any employee covered by this Agreement shall be (1) verbal warning, (2) written warning, with a copy to the employee's personnel file, (3) suspension, (4) dismissal.

Disciplinary action, up to and including termination of employment, shall be for a violation of a Maywood Village ordinance, or County or State or Federal law, or for a violation of the employee's department policy or rules or regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted or otherwise made available to all employees covered by this Agreement. Any such disciplinary action shall be

administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense.

Section 20.3 Suspension with Pay

Any Maywood employee covered by this Agreement who is suspended pending an investigation by the Village or the employee's Department shall be suspended with full pay and benefits pending the outcome of the investigation.

Section 20.4 Performance Evaluation

Non-probationary employees may be evaluated once each year.

No employee covered by this Agreement shall be required to submit to a Village or Department Performance Evaluation without first being given the opportunity to meet with the appropriate supervisor and being allowed to examine and inspect the evaluation document. The evaluator shall be the Department Head, who shall obtain input from any individual other than the Department Head who has immediately supervised the employee. The employee being evaluated may submit the name(s) of any supervisor that the employee believes should be consulted about the evaluation. Further, any covered employee undergoing an evaluation shall have the opportunity of indicating his or her approval or disapproval of the evaluation by marking an appropriate "Approval" or "No Approval" box on the evaluation form and placing his or her signature near the box.

Section 20.5 Discipline Related to Performance Evaluations

The evaluation will include the following recommendations:

Meets Standards

Below Standards

The supervisor shall be responsible for bringing performance problems to the attention of the employee as soon as practical during the evaluation period. In cases where the supervisor indicates an employee needs improvement on her evaluation, specific examples of problems in that area must be presented.

For employees who receive a "Below Standards" evaluation, the Village agrees to provide training and/or other remedial opportunities designed to improve the employee's performance as indicated on the evaluation.

Section 20.6 Discipline and Dismissal Circumstances

Suspension and/or dismissal of a non-probationary employee shall occur only for reasonable and just cause. Any arbitrator shall have the authority to order restoration of employment, including full seniority rights, back pay and accrued benefits of a dismissed employee pursuant to this section. The Village may seek a setoff to any such award for unemployment compensation received by the employee, wages earned by the employee, or any other basis as allowed by the arbitrator.

Section 20.7 Conference

Except when detrimental to the general welfare of the Village, any employee covered by this Agreement shall have the opportunity, prior to suspension or dismissal, to have Union representation at a conference with the Department Head, to have full opportunity to review the allegations or reason for suspension or dismissal and to have ample opportunity to rebut such allegation or reasons.

Section 20.8 Dismissal

All recommendations for dismissal (except for reduction in force) shall be initiated by or confirmed by the Department Head or his designee, or by the Village Manager or his designee. A copy of any such recommendation, along with the supporting allegations or reasons therefore, shall be submitted in writing to the employee, with a copy to the Union, before any such dismissal recommendation can take effect.

ARTICLE 21 TERMINATION & LEGALITY CLAUSES

Section 21.1 Savings

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes and ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

Section 21.2 Entire Agreement

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

With regard to items not specifically referred to in this Agreement which constitute mandatory subjects of bargaining, the Union retains the right to bargain over any changes which the Village wishes to make during the term of this Agreement, provided that the Union makes a written request to bargain within fourteen (14) calendar days of being advised of any planned changes or becoming aware of such changes if the Village inadvertently fails to give notice of such changes. The Union also specifically reserves its right to engage in impact or effects bargaining during the term of this Agreement (for example, bargaining over the effects of material changes in job duties and

responsibilities), provided that the Union makes a written request to bargain within fourteen (14) calendar days of being advised of any changes giving rise to effects bargaining obligations or becoming aware of such changes if the Village inadvertently fails to give notice of such changes. The parties agree the Village shall have the right temporarily to implement the change during the pendency of any such decisional or effects negotiations.

Section 21.3 Terms

This Agreement shall be in effect retroactive to December 1, 2019 for wage improvements only (as specified in Section 6.1). For all other purposes, this Agreement shall become effective when ratified by both parties and shall remain in effect until 11:59 p.m. on November 30, 2022, and from year to year thereafter unless either party gives written notice to the other party of its desire to terminate this Agreement in accordance with the time requirements provided under State statute.

Section 21.4 Procedure on Notice of Termination

This agreement will automatically be renewed for one (1) year after the initial term, unless either party gives to the other party written notice of intention to modify or terminate the Agreement one hundred and eighty (180) days prior to expiration of the Agreement.

Section 21.5 Other Conditions

All other working conditions, personnel rules and regulations and any other related subjects not specified by this Agreement shall be governed by the Village of Maywood Code of Personnel Manual, adopted by ordinance on June 24, 1986, as thereafter amended and any other written Village General Orders and Rules and Regulations as amended thereafter.

Executed this ____ day of _____, 2020, after receiving approval by the Village Board of Trustees and after ratification by the Union membership.

VILLAGE OF MAYWOOD

BY: _____

ATTEST
Village Clerk

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73

BY: _____

APPENDIX A

DRUG AND ALCOHOL TESTING

POLICY AND PROCEDURES

Section A.1 General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of legal drugs and alcohol by Village employees present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve them obey the law and be fit and free from the effects of drug and alcohol abuse. The use of illegal drugs and/or alcohol while on duty or in a manner that impacts an employee's performance is strictly prohibited. Employees will report any use of legal drugs that may impact their performance to their supervisor.

In the interests of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Village and the Union agree to establish a program that will allow the Village to take the necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol.

Section A.2 Definitions

A. "Drugs" shall mean any controlled substance listed in the Illinois Compiled Statutes, 720 ILCS 570/100 *et seq.*, the Illinois Controlled Substances Act, for which the person tested does not submit a valid predated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination.

Some drugs covered by this policy include:

Opium	Methaqualone	Psilocybin-ilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methyphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutehimide		

B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and dispensed or the abuse of a legally prescribed drug which results in impairment while on duty.

C. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his duties due to the effects of a drug or alcohol in his body. When an employee tests positive for drugs or alcohol, impairment is presumed.

Section A.3 Prohibitions

Employees shall be prohibited from:

1. Consuming or possessing alcohol or illegal drugs at any time during the workday on any of the Village's premises or job sites, including all of the Village's buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business.
2. Using, selling, purchasing or delivering any illegal drug during the workday or when off duty.
3. Being under the influence of alcohol or prohibited drugs during the course of the workday.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions shall result in disciplinary action up to and including discharge.

Section A.4 The Administration of Tests

A. Informing Employees Regarding Drug Testing

This policy is attached as an appendix to the collective bargaining agreement and therefore all employees subject to the agreement are charged with knowledge of its terms.

B. Pre-Employment Screening

Nothing in this policy shall limit or prohibit the Village from requiring applicants for bargaining unit positions to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

C. When A Test May Be Compelled

a. Reasonable Suspicion Testing

Where there is a reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When a supervisor or management employee has reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol, that supervisor or manager shall confirm that suspicion prior to any order to submit to drug/alcohol testing. In the absence of another supervisor or manager, confirmation of reasonable suspicion shall be made by the on-duty supervisor in the Police Department. During the process of establishing reasonable cause for testing, the employee

may request an on-site representative to be present. However, no test or process shall be delayed because of the unavailability of a selected representative. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that in addition to situations in which there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol, a drug or alcohol test may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug-related activity on or off duty;
2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
3. When an employee is involved in an on-duty motor vehicle accident where there is reasonable suspicion of illegal drug use or alcohol abuse.
4. Where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

b. Random Testing

The parties agree that all members of the bargaining unit will be subject to random drug and alcohol testing. The method of selection for testing shall be neutral so that all employees in the bargaining unit will have an equal chance to be randomly selected, and will be implemented by a third party health care provider selected by the Village.

D. Reasonable Suspicion Standard

Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances; or
2. Information provided by an identifiable third party which is independently corroborated.

E. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. However, no test or process shall be delayed by more than thirty (30) minutes because of the unavailability of a selected representative. A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section A.5 Conduct of Tests

In conducting the testing authorized by this Agreement, the Village shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has and/or is capable of being accredited by the National Institute of Drug Abuse (NIDA).
- B. Insure that the laboratory or facility selected conforms to all NIDA standards, including blind testing.
- C. Use of tamper-proof containers, has a chain of custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the Union at any time. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such results available to the Union upon request. All testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GSIMS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.
- D. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- E. Collect samples in such manner as to ensure a high degree of security for the sample and its freedom from adulteration.
- F. Confirm any sample that tests positive in the initial screening for drugs by testing a second portion of the same sample by gas chromatography plus mass spectrometry or an equivalent

or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Village Manager in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.
- H. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more (or such lesser concentration as may hereafter be established by Illinois state statute for the application of prohibitions against driving while intoxicated) based upon the grams of alcohol per 100 millimeters of blood be considered positive;
- I. Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;

Insure that no employee is subject to any adverse employment action except emergency temporary reassignment with pay or relief from duty with pay during the pendency of any testing procedure. Any such reassignment from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.
- K. Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understanding expressed herein, the Village shall not use such information in any manner or forum adverse to the employee's interest.
- L. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by an employee being tested to provide information of food and medicine or other substances eaten or taken by or administered to the employee in the event of a positive test result to determine if there is any innocent explanation for the positive reading.

Section A.6 Cutoff Levels

The following minimum initial cutoff level shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	<u>Initial Test Level</u>
Marijuana metabolites	50 ng/ml
Cocaine metabolites	300ng/ml
Opiate metabolites	300ng/ml
Phencyclidine	25ng/ml
Amphetamines	1000ng/ml

All specimens identified as a positive on the initial screening test shall be confirmed using GC/MS techniques at the minimum cutoff levels listed below.

	<u>Confirmatory Test Level</u>
Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates:	
Morphine	300ng/ml
Codeine	300ng/ml
Phencyclidine	25ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml
1 Delta ~9~tetahydrocannabinol-9-carboxylic acid	
· 2 Benzoylecgonine	

The above minimum cut off levels have been established based on Department of Health and Human Services recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise; the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the Village may for good cause (e.g., NIDA or Health and Human Services recommendations) implement new or changed cutoff levels on an interim basis while negotiations are proceeding, subject to challenge by the Union through grievance procedures.

Section A.7 Rights to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this agreement.

Section A.8 Voluntary Request for Assistance

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, unless the request follows the order to submit to testing or unless the employee is found using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in his current assignment, the Village may authorize sick leave or other assignment if it is available and for which the employee is qualified and/or is able to perform. The Village shall make available through its Employee Assistant Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leaves cannot exceed one (1) calendar year.

Employees who voluntarily seek treatment before they are ordered to submit to testing must follow the following rules:

1. You must admit yourself to a medically supervised drug or alcohol treatment program immediately.
2. Upon release from such program with clearance to work (a written medical release is required), the employee is made aware that he/she is open to random and probable cause drug testing by the department.
3. If the employee takes an absence from work (i.e., calling in sick, no call, and no-show), the employee shall be responsible to report to a lab as designated in this policy for a drug screening within twenty-four (24) hours from the time the employee should have been at work. This requirement is automatic and does not require notification by the department that the employee must get a drug test.

Section A.9 Discipline

- A. Falsification of any document or information, refusal to take a test, or failure to cooperate with the testing procedure shall be considered grounds for discipline, up to and including discharge.
- B. Testing positive for drugs or alcohol shall be considered grounds for discipline, up to and including discharge.
- C. Using, possessing, selling or buying drugs or alcohol while on duty shall be considered grounds for discipline, up to and including discharge.

APPENDIX B – SALARY SCHEDULE ATTACHMENT

**APPENDIX B
VILLAGE OF MAYWOOD - SEIU TECHNICAL SUPPORT BARGAINING UNIT SALARY SCHEDULE**

Position	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25		
Environmentalist	12/1/2016	Base @ step 1	37,456	39,339	41,314	43,358	45,474	47,661	49,920	52,251	54,654	57,129	59,676	62,295	64,986	67,749	70,584	73,491	76,460	79,491	82,584	85,739	88,956	92,235	95,576	98,979	102,444	
		Hourly	18.01	18.91	19.86	20.85	21.89	22.97	24.09	25.25	26.45	27.69	28.97	30.29	31.65	33.05	34.49	35.97	37.49	39.05	40.65	42.29	43.97	45.69	47.45	49.25	51.09	52.97
		12/1/2019	18.37	19.29	20.26	21.26	22.31	23.40	24.53	25.70	26.91	28.16	29.45	30.78	32.15	33.56	35.01	36.50	38.03	39.60	41.21	42.86	44.55	46.28	48.05	49.86	51.71	53.59
		12/1/2020	18.74	19.68	20.66	21.69	22.76	23.87	25.01	26.19	27.41	28.67	29.97	31.31	32.69	34.11	35.57	37.07	38.61	40.19	41.81	43.47	45.17	46.91	48.69	50.51	52.37	54.26
		12/1/2021	19.11	20.07	21.08	22.12	23.20	24.32	25.47	26.65	27.87	29.13	30.43	31.77	33.15	34.57	36.03	37.53	39.07	40.65	42.27	43.93	45.63	47.37	49.15	50.97	52.83	54.73
Parking Aide	12/1/2018	Base @ step 1	38,237	40,143	42,164	44,253	46,413	48,645	50,949	53,326	55,776	58,299	60,895	63,474	66,036	68,681	71,400	74,193	77,060	79,999	83,011	86,095	89,251	92,479	95,779	99,150	102,593	
		Hourly	18.38	19.30	20.27	21.28	22.33	23.42	24.55	25.72	26.93	28.18	29.47	30.80	32.17	33.58	35.03	36.52	38.05	39.62	41.23	42.88	44.57	46.30	48.07	49.88	51.73	53.61
		12/1/2019	18.75	19.69	20.68	21.70	22.76	23.87	25.01	26.19	27.41	28.67	29.97	31.31	32.69	34.11	35.57	37.07	38.61	40.19	41.81	43.47	45.17	46.91	48.69	50.51	52.37	54.26
		12/1/2020	19.13	20.08	21.09	22.14	23.23	24.36	25.53	26.74	27.99	29.28	30.61	31.98	33.39	34.84	36.33	37.86	39.43	41.04	42.69	44.38	46.11	47.88	49.69	51.54	53.43	55.35
		12/1/2021	19.51	20.48	21.51	22.58	23.69	24.84	26.03	27.26	28.53	29.84	31.19	32.58	34.01	35.48	36.99	38.54	40.13	41.76	43.43	45.14	46.89	48.68	50.51	52.38	54.29	56.23
Account Specialist	12/1/2018	Base @ step 1	41,566	43,679	45,838	48,134	50,567	53,037	55,544	58,088	60,669	63,286	65,939	68,628	71,353	74,114	76,911	79,744	82,613	85,517	88,456	91,430	94,439	97,483	100,561	103,674	106,821	
		Hourly	19.98	21.00	22.04	23.14	24.27	25.44	26.65	27.90	29.19	30.52	31.89	33.30	34.75	36.24	37.77	39.34	40.95	42.60	44.29	46.02	47.79	49.60	51.45	53.34	55.26	57.21
		12/1/2019	20.38	21.42	22.48	23.60	24.76	25.96	27.20	28.48	29.80	31.16	32.56	34.00	35.48	37.00	38.56	40.16	41.80	43.48	45.20	46.96	48.76	50.60	52.48	54.40	56.35	58.33
		12/1/2020	20.79	21.85	22.93	24.06	25.23	26.44	27.69	28.98	30.31	31.68	33.09	34.54	36.03	37.56	39.13	40.74	42.39	44.08	45.81	47.58	49.39	51.24	53.13	55.06	57.02	59.01
		12/1/2021	21.21	22.28	23.39	24.56	25.77	27.00	28.27	29.58	30.93	32.32	33.75	35.22	36.73	38.28	39.87	41.50	43.17	44.88	46.63	48.42	50.25	52.12	54.03	55.98	57.96	59.97
Collections Specialist	12/1/2018	Base @ step 1	42,830	44,965	47,216	49,581	52,061	54,566	57,096	59,651	62,231	64,836	67,466	70,121	72,801	75,506	78,236	81,001	83,801	86,636	89,506	92,411	95,351	98,326	101,336	104,381	107,456	
		Hourly	20.59	21.62	22.70	23.84	25.03	26.26	27.53	28.84	30.19	31.58	33.01	34.48	35.99	37.54	39.13	40.76	42.43	44.14	45.89	47.68	49.51	51.38	53.29	55.24	57.22	59.23
		12/1/2019	21.00	22.05	23.15	24.31	25.52	26.77	28.06	29.39	30.76	32.17	33.62	35.11	36.64	38.21	39.82	41.47	43.16	44.89	46.66	48.47	50.32	52.21	54.14	56.11	58.12	60.16
		12/1/2020	21.42	22.49	23.62	24.80	26.03	27.31	28.63	29.99	31.39	32.83	34.31	35.83	37.39	38.99	40.63	42.31	44.03	45.79	47.59	49.43	51.31	53.23	55.19	57.19	59.23	61.30
		12/1/2021	21.85	22.94	24.09	25.30	26.56	27.86	29.20	30.58	32.00	33.46	34.96	36.50	38.08	39.70	41.36	43.06	44.80	46.58	48.40	50.26	52.16	54.10	56.08	58.10	60.16	62.26
Parking Supervisor	12/1/2018	Base @ step 1	41,681	43,771	45,930	48,249	50,698	53,177	55,686	58,225	60,794	63,393	66,022	68,681	71,370	74,089	76,838	79,617	82,426	85,265	88,134	91,033	93,962	96,921	99,910	102,929	105,968	
		Hourly	20.04	21.04	22.08	23.20	24.37	25.59	26.85	28.15	29.49	30.87	32.29	33.75	35.25	36.79	38.37	39.99	41.65	43.35	45.09	46.87	48.69	50.55	52.45	54.39	56.37	58.38
		12/1/2019	20.44	21.46	22.52	23.66	24.85	26.08	27.35	28.66	29.99	31.36	32.77	34.22	35.71	37.24	38.81	40.42	42.07	43.76	45.49	47.26	49.07	50.92	52.81	54.74	56.71	58.71
		12/1/2020	20.85	21.89	22.97	24.13	25.33	26.57	27.85	29.17	30.53	31.93	33.37	34.85	36.37	37.93	39.53	41.17	42.85	44.57	46.33	48.13	49.97	51.85	53.77	55.73	57.73	59.76
		12/1/2021	21.27	22.33	23.43	24.62	25.85	27.12	28.43	29.78	31.17	32.60	34.07	35.58	37.13	38.72	40.35	42.02	43.73	45.48	47.27	49.10	50.97	52.88	54.83	56.82	58.84	60.89

**APPENDIX B
VILLAGE OF MAYWOOD - SEIU TECHNICAL SUPPORT BARGAINING UNIT SALARY SCHEDULE**

Position	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20		
Records Clerk Supervisor	Base @ step 1	41,681	43,771	45,930	48,249	48,731	49,214	49,719	50,201														
	Hourly	20.04	21.04	22.08	23.20	23.43	23.66	23.90	24.14	24.38	24.62	24.87	25.11	25.37	25.61								
	12/1/2019	20.44	21.46	22.52	23.66	23.90	24.13	24.38	24.62	24.86	25.11	25.37	25.61										
	12/1/2020	20.85	21.89	22.97	24.13	24.38	24.62	24.86	25.11	25.37	25.61												
	12/1/2021	21.27	22.33	23.43	24.62	24.86	25.11	25.37	25.61														
Maintenance Worker	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20		
	Base @ step 1	46,389	48,571	50,921	53,210	53,738	54,220	54,748	55,276														
	Hourly	22.30	23.35	24.43	25.56	25.84	26.07	26.32	26.56														
	12/1/2019																						
	12/1/2020																						
12/1/2021																							
Code Enforcement Officer	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20		
	Base @ step 1	46,550	48,869	51,304	53,876	54,427	54,955	55,529	56,080														
	Hourly	22.38	23.49	24.67	25.90	26.17	26.42	26.69	26.96	27.23	27.49	27.78	28.05	28.33	28.61								
	12/1/2019	22.83	23.96	25.16	26.42	26.69	26.95	27.22	27.49	27.78	28.04	28.33	28.61										
	12/1/2020	23.28	24.44	25.66	26.95	27.22	27.49	27.77	28.04	28.33													
12/1/2021	23.75	24.93	26.17	27.49	27.77	28.04																	
Animal Control Officer	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20		
	Base @ step 1	46,550	48,869	51,304	53,876	54,427	54,955	55,529	56,080														
	Hourly	22.38	23.49	24.67	25.90	26.17	26.42	26.69	26.96	27.23	27.49	27.78	28.05	28.33	28.61								
	12/1/2019	22.83	23.96	25.16	26.42	26.69	26.95	27.22	27.49	27.78	28.04	28.33	28.61										
	12/1/2020	23.28	24.44	25.66	26.95	27.22	27.49	27.77	28.04	28.33													
12/1/2021	23.75	24.93	26.17	27.49	27.77	28.04																	
Maintenance Supervisor	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20		
	Base @ step 1	47,560	49,949	52,452	55,070	55,621	56,172	56,746	57,297														
	Hourly	22.87	24.01	25.22	26.48	26.74	27.01	27.28	27.55	27.83	28.10	28.38	28.66	28.95	29.23								
	12/1/2019	23.32	24.49	25.72	27.01	27.28	27.55	27.83	28.10	28.38	28.66	28.95	29.23										
	12/1/2020	23.79	24.98	26.24	27.55	27.82	28.10	28.38	28.66	28.95	29.23												
12/1/2021	24.27	25.48	26.76	28.10	28.38	28.66	28.95	29.23															

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF
AN AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL NO. 73
FOR ALL TECHNICAL SUPPORT BARGAINING UNIT MEMBERS
(TERM: DECEMBER 1, 2019 TO NOVEMBER 30, 2022)**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 15th day of September, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 15th day of September, 2020.

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 15th day of September, 2020.

Viola Mims, 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@ktjlw.com
DD 312-984-6432

www.ktjlw.com

MEMORANDUM

To: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood
From: Michael T. Jurusik
Date: September 9, 2020
Re: Invoice for General Services for July 2020

I have enclosed an invoice for General Services for the month of July 2020.

The Village is being billed \$4,130.00, which is the amount of legal fees incurred during the month of July 2020.

If there are any questions regarding the enclosed invoice, please contact me.

Mike

Enclosure

cc: Willie Norfleet, Jr., Village Manager (w/ encl.)
David Myers, Community Development Director (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)

216231_139

RECOMMENDED TO BE PAID	
DATE:	9-10-20
DEPT HEAD:	Willie Norfleet
EXPENSE ACCT:	
PO#	

September 9, 2020

Village of Maywood
Attn: Mayor Edwenna Perkins
40 East Madison Street
Maywood, Illinois 60153

IN ACCOUNT WITH
KLEIN, THORPE AND JENKINS, LTD.
20 NORTH WACKER DRIVE, SUITE 1660
CHICAGO, ILLINOIS 60606-2903
(312) 984-6400

TO: KLEIN, THORPE AND JENKINS, LTD., for
General Services rendered during the month of
July 2020 per the attached computer printout:

1849/1 – 212246 General..... \$ 4,130.00

TOTAL DUE: \$ 4,130.00

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-001

Statement # 212246
For Legal Services Rendered through July 31, 2020
General

Professional Fees			Hours	Amount
7/1/2020	MTJ	Work on agenda items for July 14 Village Board Meeting (Maywood Housing Authority - Code Amendment Ordinance and Memo to Village Board re dissolution process); preparation of transmittal letter to Norfleet re July 14 agenda items; communication from Trustee Jones re Maywood Housing Authority dissolution and building sale and Twin City Covenant with River Forest	1.00	190.00
7/2/2020	MTJ	Conference call with IPMG (Mangrum) re status report on employment claims (IDHR and EEOC) and employment related litigation for claims management reporting by IPMG (Mangrum) to Village insurers and update file re same and update Litigation Audit Letter with consolidated claim numbers	0.80	152.00
7/3/2020	MSG	Legal research into HUD regulations and memo to Village Board re; dissolution process of Maywood Housing Authority	1.50	232.50
7/6/2020	MTJ	Work on agenda items for July 14 Village Board Meeting	0.80	152.00
7/8/2020	MTJ	Work on agenda items for July 14 Village Board Meeting; review and edit memo to Village Board re dissolution process for Maywood Housing Authority; final preparation of transmittal letter to Norfleet re same	1.00	190.00
7/10/2020	MTJ	Review and edit draft July 14 Special Village Board Meeting Agenda and preparation and sending of transmittal email to and communication with Norfleet re edits to Agenda; review of IDOR filed stamped copy of ORDINANCE NO. CO-2020-09: AN ORDINANCE AMENDING TITLE XI (BUSINESS REGULATIONS), CHAPTER 111 (GENERAL BUSINESS REGULATIONS), TO ADD A NEW SECTION 111.43 (MOTOR FUEL TAX) OF THE MAYWOOD VILLAGE CODE TO ADOPT A MUNICIPAL MOTOR FUEL TAX and preparation of transmittal letter to Norfleet re same; review Cook County	1.50	285.00

		Clerk's Office filed-stamped copies of ORDINANCE NO. CO-2020-10: AN ORDINANCE APPROVING THE FISCAL YEAR 2020/2021 VILLAGE OF MAYWOOD BUDGET (MAY 1, 2020 THROUGH APRIL 30, 2021) with a confirmation receipt issued by the Cook County Clerk's Office and ORDINANCE NO. CO-2020-11: AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019/2020 (MAY 1, 2019 THROUGH APRIL 30, 2020) VILLAGE OF MAYWOOD BUDGET (Amendment No. 1) with a confirmation receipt issued by the Cook County Clerk's Office and preparation of transmittal letter to Norfleet re same;		
7/13/2020	MTJ	Communication from Mayor Adducci re Twin Covenant and process for approval by Maywood	0.30	57.00
7/14/2020	MTJ	Receipt and review of July 14 Special Village Board Meeting Agenda and agenda items and preparation for and attendance at July 14 Special Village Board Meeting; communications with Village staff (Myers) re liquor license regulations and outdoor cafe liquor licenses and development options for Ohio and Lake Street site and code amendment ordinance for garage permits oversight to be handled by Village Clerk's Office (not Community Development Department)	8.00	1,520.00
7/15/2020	MTJ	Work on follow-up items from July 14 Special Village Board Meeting; work on Code Amendment Ordinance re garage sales permit process; preparation as agenda item: Section 31.35 Traffic and Safety Commission) of Maywood Village Code, 2014 Village of Maywood Honorary Designation of a Public Facility or Right-of-Way Application, 2014 Honorary Street Designation Policy and 2014 KTJ memo re same; communication from Hancock (Peterhansen/Lucas) re status of bidding on projects: 2020 Asphalt Pavement Patching Program (Utilizing General Funds), 2020 Sidewalk Program (Utilizing General Funds - 50/50 match with residents), Roosevelt Road Water Service Transfer Improvements (Utilizing Roosevelt Road TIF funds, and General Funds for work beyond TIF limits), 2020 Green Infrastructure Alley Improvements (Utilizing MWRD Grant monies and General Funds for matching) and 2020 Resurfacing and Water Main Improvements (Utilizing General Funds) and need for approving documents; partial preparation of transmittal letter to Norfleet re agenda items for August 18 Village Board Meeting; preparation of 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 (MAY 1, 2020 TO MAY 1, 2021) and memo to	2.40	456.00

Date	Initials	Description	Hours	Fees
		Village Board re same		
7/16/2020	MTJ	Receipt and review of July 21 Maywood Housing Authority special meeting agenda and update file re same	0.20	38.00
7/17/2020	MTJ	Receipt and review of certified copy of Ordinance No. CO-2020-21: ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 99 (TOWING OF VEHICLES), SECTION 99.19 (UNLAWFUL DRUGS; IMPOUNDMENT) OF THE MAYWOOD VILLAGE CODE REGARDING IMPOUNDMENT OF VEHICLES FOR CONTROLLED SUBSTANCES AND CANNABIS-RELATED OFFENSES and update file re same	0.10	19.00
7/22/2020	MTJ	Review status of dissolution of Maywood Housing Authority and items discussed at July 21 MHA Special Meeting and update file re same; receipt and review of draft Closed meeting minutes of July 14, 2020 from Pavik	0.40	76.00
7/24/2020	MSG	Drafting AN ORDINANCE AMENDING SECTION 121.02 (PERMIT REQUIRED) OF CHAPTER 121 (GARAGE SALES) OF TITLE XI (BUSINESS REGULATIONS) OF THE MAYWOOD VILLAGE CODE RELATIVE TO TRANSFERRING GARAGE SALE PERMIT PROCESS OVERSIGHT FROM THE COMMUNITY DEVELOPMENT DEPARTMENT TO THE OFFICE OF THE CLERK OF THE VILLAGE and Memo to the Maywood BOT	2.10	325.50
7/30/2020	MTJ	Receipt and review of letter and notice of attorney lien from attorney McCready re personal injury liability claim for Ignacia Santana for 2-6-2020 personal injury claim at 40 Madison Street location and preliminary communications with Village staff (Banks, West and Norfleet) re same and update file re same; preparation of Evidence Preservation Letter to Village re retention and turnover of related Village records and preparation of transmittal email to IPMG (Mangrum) re liability claim and risk management reporting to insurer and Village staff re personal injury liability claim for Ignacia Santana; preparation of letter to attorney McCready re personal injury liability claim for Ignacia Santana and transmit same and update file re same; update Litigation Audit Letter to include personal injury liability claim summary;	1.70	323.00
7/31/2020	MTJ	Communication with Bronaugh re records and reports for Personal Injury Claim of Ignacia Santana and update file re same; communication from Hancock (Peterhansen/Lucas) re agenda items for August 18 Village Board Meeting (5 construction projects / bidding results in early August and need for 5 construction contracts for qualified, low bidders)	0.60	114.00

Total Fees: 4,130.00

Rate Summary

Michael T. Jurusik	18.80 hours at \$ 190.00/hr	3,572.00
Matthew S. Guerrero	3.60 hours at \$ 155.00/hr	558.00
Total hours:	<u>22.40</u>	Total Fees: <u>4,130.00</u>

Payments

8/4/2020	Payment	5,434.00
	Total Payments:	<u>5,434.00</u>

Total Current Billing: 4,130.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	33,167.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	- 5,434.00
Trust Balance:	<u><u>0.00</u></u>	Previous Balance Due:	27,733.00
		Total Current Billing:	+ <u>4,130.00</u>
		Total Now Due:	<u><u>31,863.00</u></u>

Michael T. Jurusik



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@ktjlw.com
DD 312-984-6432

www.ktjlw.com

MEMORANDUM

To: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood
From: Michael T. Jurusik
Date: September 9, 2020
Re: Invoices for Legal Services for July 2020

I have enclosed invoices for the below-listed legal services for the month of July 2020.

The invoices are separated into the following categories:

- Employment and Labor Matters \$ 12,632.03
- Litigation Matters \$ 4,569.15
- Economic Redevelopment Matters and Miscellaneous Matters \$ 13,813.12

If there are any questions about the enclosed invoices, please contact me.

Mike

Enclosures
cc: Willie Norfleet, Jr., Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)

RECOMMENDED TO BE PAID	
DATE:	<u>9-10-20</u>
DEPT HEAD:	<u>Willie Norfleet</u>
EXPENSE ACCT:	_____
PO#:	_____

September 9, 2020

Village of Maywood
Attn: Mayor Edwenna Perkins
40 Madison Street
Maywood, Illinois 60153

IN ACCOUNT WITH
KLEIN, THORPE AND JENKINS, LTD.
20 NORTH WACKER DRIVE, SUITE 1660
CHICAGO, ILLINOIS 60606-2903
(312) 984-6400

TO: KLEIN, THORPE AND JENKINS, LTD., for legal services rendered
and expenses advanced during the month of July 2020 regarding
Employment and Labor Matters per the attached computer printouts:

1849/13-212191	Employment and Labor.....	\$8,612.40
1849/314-212258	Police Department Matters.....	4,019.63

TOTAL DUE: \$ 12,632.03

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 26, 2020

Matter ID
1849-013

Statement # 212191
For Legal Services Rendered through July 31, 2020
Employment and Labor

Professional Fees			Hours	Amount
7/1/2020	MTJ	Review status of pending employment claims per list prepared by IPMG (Mangrum), review Litigation Audit Letter for updated status reports on pending employment claims and review files re same and preparation and sending of transmittal email with KTJ claims status reports to and communication with IPMG (Mangrum) re updated claim status reports	0.80	176.00
7/1/2020	JAG	Review status of Teneisha Smith matter and provide update regarding status of IDHR and EEOC matter	0.40	88.00
7/1/2020	JAG	Review status of Carmen Turner IDHR/EEOC matter and provide update regarding the same	0.30	66.00
7/1/2020	JPB	Complete final draft of response to IDOL complaint filed by M. Levy and filing same.	0.50	110.00
7/2/2020	MTJ	Review status of police patrol arbitration negotiations	0.20	44.00
7/6/2020	MTJ	Review status of pending employment matters (EEOC / IDHRA claims and complaints and open collective bargaining agreement / labor contracts being negotiated); communications with individual Village Board members re completion and submittal of Norfleet annual evaluation forms for 2019-2020 term; partial preparation of Chart re Village Board ratings and comments for Norfleet annual evaluation; communications with Village staff (Banks, Norfleet and Satchell) re status of Village decision to opt out of Cook County Minimum Wage Ordinance and requirement of Village and other private and public employers within the Village corporate boundaries to comply with the State minimum wage regulations as set forth in the Lifting Up Illinois Working Families Act ("Act") and the Illinois Minimum Wage Law ("IMWL") and preparation and sending of transmittal email with KTJ	1.70	374.00
7/7/2020	JPB	Memo re same Receipt of email re police negotiations from Karlson, email	0.40	88.00

		to Karlson re negotiations meeting, copy to Village, Chief of police.		
7/7/2020	JPB	Communication to IDOL investigator Hernandez re M. Levy complaint.	0.30	66.00
7/7/2020	MTJ	Communication with Trustee Lightford re Performance Appraisal of Village Manager and partial preparation of 2020 Annual Review Chart re ratings and comments re same	0.80	176.00
7/7/2020	JAG	Review status of Village's offer to settle MAP patrol contract	0.40	88.00
7/8/2020	MTJ	Receipt and review of Trustee Booker - Performance Appraisal of Village Manager, Trustee Sanchez - Performance Appraisal of Village Manager and Mayor Perkins - Performance Appraisal of Village Manager; further preparation of 2020 Annual Evaluation Chart re ratings and comments re same and preparation of Memo to Village Board re 2020 Annual Evaluation documents; communication from Banks re wage rates payable under Earned Paid Sick Leave Ordinance	1.50	330.00
7/9/2020	JAG	Review Lifting Up Illinois Working Families Act related to impact of amendment to minimum wage law on Village employees	1.20	264.00
7/9/2020	JPB	Communication with Chief Talley re Cordoba and police negotiations, notes re same.	0.40	88.00
7/13/2020	JAG	Further review Lifting Up Illinois Working Families Act related to impact of Illinois minimum wage law amendments on Village earned sick leave benefits policy	1.00	220.00
7/14/2020	MTJ	Final preparation of CHART OF SCORES AND COMMENTS FOR 2020 PERFORMANCE APPRAISAL FOR WILLIE NORFLEET, JR. for July 14 closed meeting	1.50	330.00
7/14/2020	JPB	Communication from SEIU attorney Zapata re grievance; email to same re grievance status.	0.40	88.00
7/15/2020	MTJ	Partial preparation of RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND ADDENDUM TO THE 2018/2019 EMPLOYMENT AGREEMENT ENTERED INTO WITH WILLIE NORFLEET, JR; Preparation of SECOND ADDENDUM TO THE 2018/2019 EMPLOYMENT AGREEMENT ENTERED INTO WITH WILLIE NORFLEET, JR. and preparation of transmittal memo to Village Board re same	1.20	264.00
7/15/2020	JPB	Communication from Chief Talley re officer issue, discuss same.	0.40	88.00
7/15/2020	JPB	Preparation for negotiations with Police Patrol and Police Sergeant.	1.40	308.00

7/16/2020	MTJ	Communication from Talley re compliance with EEOC regulations that apply to COVID 19 workplace rules and treatment of employees	0.20	44.00
7/16/2020	JPB	Communication to Chief Talley re grievances 007 and 008,	0.40	88.00
7/20/2020	JAG	Review communications related to SEIU field officer regarding alleged interference with management of Village employees and review law regarding the same	0.80	176.00
7/20/2020	JPB	Communication to and from L. Banks re technical support negotiations, transmit union counter-proposal on section 6.2, building inspectors and Village proposal re same.	0.80	176.00
7/20/2020	JPB	Receipt of email from SEIU, White, demand to bargain over changed job duties, file and transmittal of same to L. Banks.	0.40	88.00
7/21/2020	JPB	Draft Village counter proposals to Technical Support Unit, transmittal of same to L. Banks; J. West; and D. Meyers for review, complete same for negotiations meeting set for 2-22-20.	2.40	528.00
7/22/2020	JPB	Complete preparation for and attend negotiations with technical support unit.	4.40	968.00
7/23/2020	JPB	Preparation of Village proposals for police patrol negotiations, transmittal of same to Commander Yancy, DC Willis and L. Banks.	2.40	528.00
7/24/2020	JPB	Attend negotiations with Police Patrol Unit and then Police Sergeants Unit, notes re proposals received, discussion of same.	4.20	924.00
7/27/2020	JPB	Communication from attorney for SEIU Lock re grievance, receipt of email document requests from attorney, email same to Commander Yancy and L. Banks.	0.70	154.00
7/28/2020	JPB	Preparation of memo of agreement for sergeants contract, transmittal of same to Union attorney with response to proposal and copy of same to Village bargaining team.	1.20	264.00
7/28/2020	MTJ	Review status of collective bargaining agreement / labor contract negotiations with sergeants and patrol officer contracts	0.20	44.00
7/28/2020	JPB	Review of pending grievances, Mary Lewy and OSHA complaint; OT grievance, SEIU police dept.	0.90	198.00
7/29/2020	JPB	Attended negotiations with technical support unit, communication to FMCS re same.	4.80	1,056.00
7/30/2020	MTJ	Receipt and review of Families First Coronavirus Response Act Leave Request Form and preparation and sending of transmittal email with Form to and communication with Village staff (Banks, Norfleet and Satchell) re same	0.50	110.00

Total Fees: 8,602.00

Rate Summary

James P. Bartley	26.40 hours at \$ 220.00 /hr	5,808.00
Michael T. Jurusik	8.60 hours at \$ 220.00 /hr	1,892.00
Jason A. Guisinger	4.10 hours at \$ 220.00 /hr	902.00
Total hours:	<u>39.10</u>	Total Fees: <u>8,602.00</u>

Detailed Disbursements

Photocopies	10.40
Total Disbursements:	<u>10.40</u>

Total Current Billing: 8,612.40

Previous Trust Balance:	0.00
Change in Trust:	<u>0.00</u>
Trust Balance:	<u>0.00</u>

Previous Balance Before Payments:	35,660.59
Less Payment(s) Received:	<u>- 0.00</u>
Previous Balance Due:	35,660.59
Total Current Billing:	<u>+ 8,612.40</u>
Total Now Due:	<u>44,272.99</u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-314

Statement # 212258
For Legal Services Rendered through July 31, 2020
Police Department Matters

Professional Fees			Hours	Amount
7/1/2020	MTJ	Receipt and review of FOIA Request dated July 1, 2020 issued by Invisible Institute (Sam Stecklow) re personnel records and disciplinary reports for Maywood Police Officer Adeel Afridi	0.20	38.00
7/1/2020	MAL	Receipt and review of Invisible Institute FOIA	0.20	38.00
7/2/2020	MAL	Communications with staff re Invisible Institute FOIA	0.40	76.00
7/2/2020	MAL	Communications to Cmdr Yancy re scheduling meetings with officers re Hazlett potential litigation	0.20	38.00
7/2/2020	MAL	Prepare and transmit response letter and responsive records re Gallagher FOIA (Hazlett)	0.40	76.00
7/2/2020	MAL	Communications to State's Attorney's Office re responsive records for investigation (re Hazlett paramedic records)	0.20	38.00
7/6/2020	MAL	Communications with Village re meeting with officers re Hazlett incident	0.50	95.00
7/8/2020	MAL	Communications from staff re Invisible Institute FOIA	0.20	38.00
7/10/2020	AGB	Meeting with Sgt. Babich and several other officers regarding the in-custody death of Hazlett, as well as the original arrest of Hazlett	2.00	330.00
7/10/2020	MAL	Interview of police officers at Maywood Police Department re Hazlett incident	2.00	380.00
7/10/2020	MAL	Communications with staff re Invisible Institute FOIA extension; communications to requester Stecklow re extension of time to respond to FOIA	0.60	114.00
7/14/2020	MAL	Communications to staff re Maisuria/Hazlett FOIA request	0.20	38.00
7/15/2020	MTJ	Communication with Talley re Police Use of Force Data Base and proposed content and data inputs and risk management strategy.	0.30	57.00

7/16/2020	MAL	Review and redact responsive records re Invisible Institute FOIA; prepare and transmit letter re Invisible Institute FOIA response	3.10	589.00
7/16/2020	MAL	Communications with staff re Schlade FOIA request and status of videos	0.40	76.00
7/17/2020	CPF	Communication with DC Willis regarding potential donation of vehicle from prior drug seizure matter; review of documents related to matter	1.00	190.00
7/17/2020	MAL	Communications with requester Schlade re supplemental response to FOIA request	0.30	57.00
7/20/2020	MAL	Review of Hazlett videos and audio files; abstract cell video files	3.90	741.00
7/20/2020	CPF	Further review of procedure to obtain vehicle from donation; communication with E. Willis regarding same	0.60	114.00
7/22/2020	MAL	Communications with requestor re FOIA request for Hazlett records	0.50	95.00
7/28/2020	MAL	Gather, review and redact responsive records re Embry FOIA	0.20	38.00
7/28/2020	MAL	Prepare supplemental response letters and flash drives for two Hazlett FOIA requests; redaction of audio files re Hazlett FOIA requests; review of video files	2.50	475.00
7/30/2020	MAL	Receipt and review of responsive records re Embry FOIA; Prepare Embry FOIA response letter; communications to staff re Embry FOIA and response	1.30	247.00
			Total Fees:	<u>3,978.00</u>

Rate Summary

Michael T. Jurusik	0.50 hours at \$ 190.00/hr	95.00
Mallory A. Milluzzi	17.10 hours at \$ 190.00/hr	3,249.00
Carmen P. Forte, Jr.	1.60 hours at \$ 190.00/hr	304.00
Anthony G. Becknek	2.00 hours at \$ 165.00/hr	330.00
Total hours:	<u>21.20</u>	Total Fees: <u>3,978.00</u>

Detailed Disbursements

7/30/2020	Messenger re: FOIA response videos	41.63
Total Disbursements:		<u>41.63</u>

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		Total Current Billing:	<u>4,019.63</u>
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		Previous Balance Before Payments:	13,835.49
Previous Trust Balance:	0.00	Less Payment(s) Received:	<u>- 0.00</u>
Change in Trust:	<u>0.00</u>	Previous Balance Due:	13,835.49
		Total Current Billing:	<u>+ 4,019.63</u>
Trust Balance:	<u>0.00</u>		
		Total Now Due:	<u>17,855.12</u>

Michael T. Jurusik



P.O. BOX A3426 , Chicago, IL 60690
 Phone: 3127862288 FAX: (630) 225-5241

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INVOICE

Invoice Number	Customer No.
96792	17849
Invoice Date	Total Due
07/19/2020	83.26
Current	Over 30 Days
83.26	0.00
Over 60 Days	Over 90 Days
0.00	0.00

Tax ID:

KLEIN THORPE & JENKINS LTD
 20 N WACKER
 1660
 CHICAGO , IL 60606

			Customer No.	Invoice No.	Period Ending	Amount Due	Page			
			17849	96792	07/19/2020	41.63	pg 1 of 1			
DATE	JOB NO.	SVC	SERVICE DETAIL				CHARGES	TOTAL		
7/17/2020	6736035	STR	KLEIN THORPE & JENKINS LTD 20 N WACKER CHICAGO IL 60606 Caller: JADA FRANKLIN Signed: *#200*	ERICKSON OPPENHEIMER & MAISURE Service 223 W JACKSON CHICAGO IL 60606 Pcs: 1 Weight: 1			37.60 4.19	41.63		
Total Amount Due:								41.63		

1849-304

For accounting questions, please call (312) 226-9234
 INVOICE PAYMENT DUE UPON RECEIPT

September 9, 2020

Village of Maywood
Attn: Mayor Edwenna Perkins
40 Madison Street
Maywood, Illinois 60153

IN ACCOUNT WITH
KLEIN, THORPE AND JENKINS, LTD.
20 NORTH WACKER DRIVE, SUITE 1660
CHICAGO, ILLINOIS 60606-2903
(312) 984-6400

TO: KLEIN, THORPE AND JENKINS, LTD., for legal services rendered
and expenses advanced during the month of July 2020
regarding Litigation Matters per the attached computer printouts:

1849/26-212249	Traffic and Local Ordinance Prosecution	\$ 465.00
1849/60-212252	Administrative Adjudication Litigation.....	436.00
1849/62-212253	Disbursements	261.80
1849/163-212255	Third Party Litigation	219.00
1849/170-212256	Property Maintenance Enforcement Actions	342.00
1849/211-212257	Demolition – 144 S. 9th Avenue.....	304.00
1849/421-212262	Village Liens.....	57.00
1849/465-212264	Opioid Litigation	173.60
1849/501-212266	Teamsters Local Union No. 705 (Mark Gable) Arbitration Award Litigation	1,227.75
1849/504-212267	Demolition – 313 S. 3rd Avenue.....	95.00
1849/505-212268	Demolition – 401 N. 4th Avenue.....	76.00
1849/506-212269	Demolition – 801 N. 5th Avenue.....	76.00
1849/507-212270	Demolition – 1323 S. 5th Avenue.....	76.00
1849/508-212271	Demolition – 417 N. 7th Avenue.....	76.00
1849/509-212272	Demolition – 809 S. 10th Avenue.....	76.00
1849/510-212273	Demolition – 811 S. 10th Avenue.....	76.00
1849/511-212274	Demolition – 305 S. 11th Avenue.....	76.00
1849/512-212275	Demolition – 430 S. 16th Avenue.....	76.00
1849/513-212276	Demolition – 422 S. 16th Avenue.....	76.00
1849/514-212277	Demolition – 828 S. 18th Avenue.....	76.00
1849/515-212278	Demolition – 227 S. 19th Avenue.....	76.00
1849/516-212279	Demolition – 611 S. 20th Avenue.....	76.00
1849/517-212280	Demolition – 18 S. 21st Avenue.....	76.00
	TOTAL DUE:	<u>\$ 4,569.15</u>

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-026

Statement # 212249
For Legal Services Rendered through July 31, 2020
Traffic and Local Ordinance Prosecution

Professional Fees			Hours	Amount
7/10/2020	MSG	Communications with Judge Ingram regarding the Maywood traffic court call the Clerk of Court scheduled for July 22	0.30	46.50
7/22/2020	MSG	Communications with Chief Judge Ingram regarding the Maywood traffic call for 7/22/2020 and any tickets scheduled thereon	0.30	46.50
7/22/2020	MSG	Preparation for and attendance of Maywood Local Traffic Call	1.90	294.50
7/28/2020	MSG	Preparing and drafting e-mail to Chief Talley regarding Maywood's local (petty) traffic tickets scheduled in court on August	0.20	31.00
7/31/2020	MSG	Communications with Judge Ingram and Chief Talley regarding the citations scheduled for August 12 and 26	0.30	46.50
			Total Fees:	<u>465.00</u>

Rate Summary

Matthew S. Guerrero	3.00 hours at \$ 155.00/hr	465.00
Total hours:	<u>3.00</u>	Total Fees: <u>465.00</u>

		Total Current Billing:	<u>465.00</u>
		<hr/>	
		Previous Balance Before Payments:	2,691.84
Previous Trust Balance:	0.00	Less Payment(s) Received:	<u>- 0.00</u>
Change in Trust:	<u>0.00</u>	Previous Balance Due:	2,691.84
		Total Current Billing:	<u>+ 465.00</u>
Trust Balance:	<u>0.00</u>		
		Total Now Due:	<u>3,156.84</u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-060

Statement # 212252
For Legal Services Rendered through July 31, 2020
Administrative Adjudication Litigation

Professional Fees			Hours	Amount
7/1/2020	CRC	Webb v. Maywood - Communications with Lanya Satchell and Village staff re dismissal of complaint	0.30	46.50
7/10/2020	MSG	Preparation for and attendance at Maywood Police Station in anticipation of Administrative Hearings (cancelled without notice to KTJ) - NO CHARGE	1.50	0.00
7/22/2020	CRC	Communications with hearing officer re 7/24/20 administrative hearings	0.30	46.50
7/24/2020	CRC	Further communications with hearing officer re 7/24/20 administrative hearings	0.30	46.50
7/28/2020	CRC	Communications with hearing officer re 8/7/20 administrative hearings; communications with Lt Fairley re same	0.30	46.50
7/29/2020	CRC	Communications with Angela Smith re First Fuel; review of potential further enforcement action against First Fuel, in light of application for new tobacco and business license at location; review of prior enforcement activity and provide opinion for further action	1.00	155.00
7/29/2020	CPF	Review of potential further enforcement action against First Fuel, in light of application for new tobacco and business license at location; review of prior enforcement activity and provide opinion for further action	0.50	95.00
			Total Fees:	436.00

Rate Summary

Carmen P. Forte, Jr.	0.50 hours at \$ 190.00/hr	95.00
Caitlyn R. Culbertson	2.20 hours at \$ 155.00/hr	341.00
Matthew S. Guerrero	1.50 hours at \$ 0.00/hr	0.00
Total hours:	4.20	Total Fees: 436.00

		Total Current Billing:	<u>436.00</u>
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Previous Trust Balance:	0.00	Previous Balance Before Payments:	7,802.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u>0.00</u>	Previous Balance Due:	7,802.00
		Total Current Billing:	<u>+ 436.00</u>
		Total Now Due:	<u>8,238.00</u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-062

Statement # 212253
For Legal Services Rendered through July 31, 2020
Disbursements

Detailed Disbursements

Photocopies	261.80
Total Disbursements:	<u>261.80</u>

Total Current Billing: 261.80

Previous Trust Balance:	0.00
Change in Trust:	<u>0.00</u>
Trust Balance:	<u>0.00</u>

Previous Balance Before Payments:	2,624.17
Less Payment(s) Received:	<u>- 0.00</u>
Previous Balance Due:	2,624.17
Total Current Billing:	<u>+ 261.80</u>

Total Now Due: 2,885.97

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-163

Statement # 212255
For Legal Services Rendered through July 31, 2020
Third Party Litigation

Professional Fees	Hours	Amount
7/22/2020 MTJ Receipt and review of subpoena filed in Cobb / Jagusch litigation re vehicle accident incident and request for traffic light data and files re April 2017 vehicle accident and communications with attorney Seymour and Village staff re same	0.50	95.00
7/22/2020 MSG Review of subpoenas for records regarding Cobb v. Jagusch accident of April 25, 2017; drafting of e-mail to Deputy Chief Willis asking for responsive documents	0.30	46.50
7/31/2020 MSG Communications with Deputy Chief Willis and opposing counsel regarding the Village's subpoena response	0.50	77.50
	Total Fees:	219.00

Rate Summary

Michael T. Jurusik	0.50 hours at \$ 190.00/hr	95.00
Matthew S. Guerrero	0.80 hours at \$ 155.00/hr	124.00
Total hours:	1.30	Total Fees: 219.00

Payments

3/25/2020	Payment	152.00
	Total Payments:	152.00

		Total Current Billing:	<u>219.00</u>
<hr/>			
Previous Trust Balance:	0.00	Previous Balance Before Payments:	573.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 152.00</u>
Trust Balance:	<u>0.00</u>	Previous Balance Due:	421.00
		Total Current Billing:	<u>+ 219.00</u>
		Total Now Due:	<u>640.00</u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-170

Statement # 212256
For Legal Services Rendered through July 31, 2020
Property Maintenance Enforcement Actions

Professional Fees	Hours	Amount
7/16/2020 MAM Review materials from Village regarding new round of fast track demolition actions	0.30	57.00
7/22/2020 MAM Communication with Myers re round 2 fast track demolitions; initial work on facilitating initiation of same	0.60	114.00
7/28/2020 CP Communications with Chicago Title regarding quote for Minutes of Demolitions; research Sidwell maps for 14 parcels; research Cook County Assessor Database regarding 14 parcels; research Cook County Treasurer Database regarding 14 parcels	1.90	171.00
Total Fees:		342.00

Rate Summary

Michael A. Marrs	0.90 hours at \$ 190.00/hr	171.00
Carol Pinkston	1.90 hours at \$ 90.00/hr	171.00
Total hours:	2.80	Total Fees: 342.00

Total Current Billing: 342.00

	Previous Balance Before Payments:	1,496.70
Previous Trust Balance:	0.00	Less Payment(s) Received: - 0.00
Change in Trust:	0.00	Previous Balance Due: 1,496.70
Trust Balance:	0.00	Total Current Billing: + 342.00
	Total Now Due:	1,838.70

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-211

Statement # 212257
For Legal Services Rendered through July 31, 2020
Demolition - 144 S. 9th Avenue

Professional Fees	Hours	Amount
7/15/2020 HCJ Communication with opposing counsel re settlement documents	0.30	57.00
7/22/2020 HCJ Receipt and review of draft settlement agreement; preparation of revisions re same; preparation of memo to Board re settlement agreement for approval	1.30	247.00
	Total Fees:	304.00

Rate Summary	
Howard C. Jablecki	1.60 hours at \$ 190.00/hr 304.00
Total hours:	1.60 Total Fees: <u>304.00</u>

Total Current Billing: 304.00

Previous Trust Balance: 0.00 Change in Trust: <u>0.00</u> Trust Balance: <u><u>0.00</u></u>	Previous Balance Before Payments: 1,794.00 Less Payment(s) Received: <u>- 0.00</u> Previous Balance Due: 1,794.00 Total Current Billing: <u>+ 304.00</u> Total Now Due: <u><u>2,098.00</u></u>
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Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-421

Statement # 212262
For Legal Services Rendered through July 31, 2020
Village Liens

Professional Fees	Hours	Amount
7/22/2020 MTJ Communication from attorney Hoffenberg re Village memo of judgment against Boli Holdings 2 LLC and request for payoff letter / release of judgment	0.30	57.00
	Total Fees:	<u>57.00</u>

Rate Summary		
Michael T. Jurusik	0.30 hours at \$ 190.00/hr	57.00
Total hours:	<u>0.30</u>	Total Fees: <u>57.00</u>

Payments		
3/25/2020	Payment	76.00
	Total Payments:	<u>76.00</u>

Total Current Billing: 57.00

	Previous Balance Before Payments:	76.00
Previous Trust Balance:	Less Payment(s) Received:	<u>- 76.00</u>
Change in Trust: <u>0.00</u>	Previous Balance Due:	0.00
Trust Balance: <u><u>0.00</u></u>	Total Current Billing:	<u>+ 57.00</u>
	Total Now Due:	<u><u>57.00</u></u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-465

Statement # 212264
For Legal Services Rendered through July 31, 2020
Opioid Litigation

Professional Fees			Hours	Amount
7/16/2020	MTJ	Communication with Edelson attorney re proof of claim filed on behalf of Village in the Purdue Pharma bankruptcy action	0.30	57.00
7/21/2020	MTJ	Receipt and review of draft proof of claim to be filed on behalf of Maywood in the Purdue Pharma bankruptcy proceeding and communication with Edelson attorney and Village staff re same and update file re same	0.30	57.00
7/29/2020	MTJ	Receipt and review of Purdue Pharma bankruptcy proceeding notice and communications with Village staff re filing proof of claim in Purdue Pharma bankruptcy proceeding and update file re same	0.30	57.00
			Total Fees:	<u>171.00</u>

Rate Summary		
Michael T. Jurusik	0.90 hours at \$ 190.00/hr	171.00
Total hours:	<u>0.90</u>	Total Fees: <u>171.00</u>

Detailed Disbursements

Photocopies	2.60
Total Disbursements:	<u>2.60</u>

		Total Current Billing:	<u>173.60</u>
<hr/>			
		Previous Balance Before Payments:	519.40
Previous Trust Balance:	0.00	Less Payment(s) Received:	<u>- 0.00</u>
Change in Trust:	<u>0.00</u>	Previous Balance Due:	519.40
		Total Current Billing:	<u>+ 173.60</u>
Trust Balance:	<u>0.00</u>		
		Total Now Due:	<u>693.00</u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312)984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-501

Statement # 212266
For Legal Services Rendered through July 31, 2020
Teamsters Local Union No. 705 (Mark Gable) Arbitration Award Litigation

Professional Fees	Hours	Amount
7/27/2020 JAG Review documents related to back pay payment	0.30	57.00
7/27/2020 MSG Review of Complaint, Arbitration Award, and payroll record for Marcos Gable; drafting letter to opposing counsel	0.50	77.50
7/28/2020 JAG Review law related to entitlement to interest and overtime in arbitration award	1.00	190.00
7/29/2020 MSG Phone call to opposing counsel regarding legal theory for the claims, voicemail left	0.20	31.00
7/31/2020 MSG Review current court cases re: arbitration awards and scope of coverage such as interest and/or overtime; communications with opposing counsel regarding the complaint and theory of the case; communications with Jason Guisinger regarding our response	3.70	573.50
7/31/2020 JAG Review law in support of motion to dismiss	1.20	228.00
	Total Fees:	<u>1,157.00</u>

Rate Summary

Jason A. Guisinger	2.50 hours at \$ 190.00 /hr	475.00
Matthew S. Guerrero	4.40 hours at \$ 155.00 /hr	682.00
Total hours:	<u>6.90</u>	Total Fees: <u>1,157.00</u>

Detailed Disbursements

Photocopies	5.80
Westlaw Research	64.95 1
Total Disbursements:	<u>70.75</u>

		Total Current Billing:	<u>1,227.75</u>
<hr/>			
		Previous Balance Before Payments:	301.77
Previous Trust Balance:	0.00	Less Payment(s) Received:	<u>- 0.00</u>
Change in Trust:	<u>0.00</u>	Previous Balance Due:	301.77
		Total Current Billing:	<u>+ 1,227.75</u>
Trust Balance:	<u>0.00</u>		
		Total Now Due:	<u>1,529.52</u>

Michael T. Jurusik



Westlaw Charges

Date Range: July 2020

Client: 1849-501 / Teamsters Local Union No. 705 (Mark Gable) Arbitration Award

Total for 07/29/2020	<u>\$64.95</u>
Total:	\$64.95

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-504

Statement # 212267
For Legal Services Rendered through July 31, 2020
Demolition - 313 S. 3rd Avenue

Professional Fees	Hours	Amount
7/17/2020 MTJ Receipt and review of Resolution R-2020-16 re: Authorizing Fast Track Demolition Actions (3rd Ave, 4th Ave, 5th Ave, 7th Ave, 10th Ave, 11th Ave, 16th Ave, 18th Ave, 19th Ave, 20th Ave and 21st Avenue) and update file re same	0.10	19.00
7/28/2020 MTJ Work on demolition complaint and review documents re PIN and property ownership	0.20	38.00
7/29/2020 MAM Initial review of Village information re property; initial steps in initiating fast track demolition re same	0.20	38.00
	Total Fees:	95.00

Rate Summary

Michael T. Jurusik	0.30 hours at \$ 190.00/hr	57.00
Michael A. Mars	0.20 hours at \$ 190.00/hr	38.00
Total hours:	0.50	Total Fees: <u>95.00</u>

Total Current Billing: 95.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	0.00
Change in Trust:	0.00	Less Payment(s) Received:	- 0.00
Trust Balance:	0.00	Previous Balance Due:	0.00
		Total Current Billing:	+ 95.00
		Total Now Due:	95.00

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-505

Statement # 212268
For Legal Services Rendered through July 31, 2020
Demolition - 401 N. 4th Avenue

Professional Fees			Hours	Amount
7/28/2020	MTJ	Work on demolition complaint and review documents re PIN and property ownership	0.20	38.00
7/29/2020	MAM	Initial review of Village information re property; initial steps in initiating fast track demolition re same	0.20	38.00
			Total Fees:	<u>76.00</u>

Rate Summary

Michael T. Jurusik	0.20 hours at \$ 190.00 /hr	38.00
Michael A. Marrs	0.20 hours at \$ 190.00 /hr	38.00
Total hours:	<u>0.40</u>	Total Fees: <u>76.00</u>

Total Current Billing: 76.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	0.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u><u>0.00</u></u>	Previous Balance Due:	0.00
		Total Current Billing:	<u>+ 76.00</u>
		Total Now Due:	<u><u>76.00</u></u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-506

Statement # 212269
For Legal Services Rendered through July 31, 2020
Demolition - 801 N. 5th Avenue

Professional Fees	Hours	Amount
7/28/2020 MTJ Work on demolition complaint and review documents re PIN and property ownership	0.20	38.00
7/29/2020 MAM Initial review of Village information re property; initial steps in initiating fast track demolition re same	0.20	38.00
	Total Fees:	76.00

Rate Summary

Michael T. Jurusik	0.20 hours at \$ 190.00/hr	38.00
Michael A. Marrs	0.20 hours at \$ 190.00/hr	38.00
Total hours:	0.40	Total Fees: 76.00

Total Current Billing: 76.00

	Previous Balance Before Payments:	0.00
Previous Trust Balance:	Less Payment(s) Received:	- 0.00
Change in Trust: 0.00	Previous Balance Due:	0.00
Trust Balance: 0.00	Total Current Billing:	+ 76.00
	Total Now Due:	76.00

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-507

Statement # 212270
For Legal Services Rendered through July 31, 2020
Demolition - 1323 S. 5th Avenue

Professional Fees	Hours	Amount
7/28/2020 MTJ Work on demolition complaint and review documents re PIN and property ownership	0.20	38.00
7/29/2020 MAM Initial review of Village information re property; initial steps in initiating fast track demolition re same	0.20	38.00
	Total Fees:	76.00

Rate Summary		
Michael T. Jurusik	0.20 hours at \$ 190.00/hr	38.00
Michael A. Marrs	0.20 hours at \$ 190.00/hr	38.00
Total hours:	0.40	Total Fees: 76.00

Total Current Billing: 76.00

	Previous Balance Before Payments:	0.00
Previous Trust Balance:	Less Payment(s) Received:	- 0.00
Change in Trust: 0.00	Previous Balance Due:	0.00
Trust Balance: 0.00	Total Current Billing:	+ 76.00
	Total Now Due:	76.00

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-509

Statement # 212272
For Legal Services Rendered through July 31, 2020
Demolition - 809 S. 10th Avenue

Professional Fees	Hours	Amount
7/28/2020 MTJ Work on demolition complaint and review documents re PIN and property ownership	0.20	38.00
7/29/2020 MAM Initial review of Village information re property; initial steps in initiating fast track demolition re same	0.20	38.00
Total Fees:		76.00

Rate Summary

Michael T. Jurusik	0.20 hours at \$ 190.00/hr	38.00
Michael A. Marrs	0.20 hours at \$ 190.00/hr	38.00
Total hours:	0.40	Total Fees: <u>76.00</u>

Total Current Billing: 76.00

		Previous Balance Before Payments: 0.00
Previous Trust Balance: 0.00		Less Payment(s) Received: <u>- 0.00</u>
Change in Trust: <u>0.00</u>		Previous Balance Due: 0.00
Trust Balance: <u>0.00</u>		Total Current Billing: <u>+ 76.00</u>
		Total Now Due: <u>76.00</u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-510

Statement # 212273
For Legal Services Rendered through July 31, 2020
Demolition - 811 S. 10th Avenue

Professional Fees	Hours	Amount
7/28/2020 MTJ Work on demolition complaint and review documents re PIN and property ownership	0.20	38.00
7/29/2020 MAM Initial review of Village information re property; initial steps in initiating fast track demolition re same	0.20	38.00
Total Fees:		76.00

Rate Summary

Michael T. Jurusik	0.20 hours at \$ 190.00/hr	38.00
Michael A. Marrs	0.20 hours at \$ 190.00/hr	38.00
Total hours:	0.40	Total Fees: <u>76.00</u>

Total Current Billing: 76.00

	Previous Balance Before Payments:	0.00
Previous Trust Balance:	Less Payment(s) Received:	- 0.00
Change in Trust: <u>0.00</u>	Previous Balance Due:	0.00
Trust Balance: <u>0.00</u>	Total Current Billing:	<u>+ 76.00</u>
	Total Now Due:	<u>76.00</u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-511

Statement # 212274
For Legal Services Rendered through July 31, 2020
Demolition - 305 S. 11th Avenue

Professional Fees			Hours	Amount
7/28/2020	MTJ	Work on demolition complaint and review documents re PIN and property ownership	0.20	38.00
7/29/2020	MAM	Initial review of Village information re property; initial steps in initiating fast track demolition re same	0.20	38.00
			Total Fees:	<u>76.00</u>

Rate Summary

Michael T. Jurusik	0.20 hours at \$ 190.00/hr	38.00
Michael A. Marrs	0.20 hours at \$ 190.00/hr	38.00
Total hours:	<u>0.40</u>	Total Fees: <u>76.00</u>

Total Current Billing: 76.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	0.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u><u>0.00</u></u>	Previous Balance Due:	0.00
		Total Current Billing:	<u>+ 76.00</u>
		Total Now Due:	<u><u>76.00</u></u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-512

Statement # 212275
For Legal Services Rendered through July 31, 2020
Demolition - 430 S. 16th Avenue

Professional Fees			Hours	Amount
7/28/2020	MTJ	Work on demolition complaint and review documents re PIN and property ownership	0.20	38.00
7/29/2020	MAM	Initial review of Village information re property; initial steps in initiating fast track demolition re same	0.20	38.00
			Total Fees:	<u>76.00</u>

Rate Summary

Michael T. Jurusik	0.20 hours at \$ 190.00/hr	38.00
Michael A. Marrs	0.20 hours at \$ 190.00/hr	38.00
Total hours:	<u>0.40</u>	Total Fees: <u>76.00</u>

Total Current Billing: 76.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	0.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u><u>0.00</u></u>	Previous Balance Due:	0.00
		Total Current Billing:	<u>+ 76.00</u>
		Total Now Due:	<u><u>76.00</u></u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-513

Statement # 212276
For Legal Services Rendered through July 31, 2020
Demolition - 422 S. 16th Avenue

Professional Fees	Hours	Amount
7/28/2020 MTJ Work on demolition complaint and review documents re PIN and property ownership	0.20	38.00
7/29/2020 MAM Initial review of Village information re property; initial steps in initiating fast track demolition re same	0.20	38.00
	Total Fees:	76.00

Rate Summary

Michael T. Jurusik	0.20 hours at \$ 190.00/hr	38.00
Michael A. Marrs	0.20 hours at \$ 190.00/hr	38.00
Total hours:	0.40	Total Fees: 76.00

Total Current Billing: 76.00

	Previous Balance Before Payments:	0.00
Previous Trust Balance:	Less Payment(s) Received:	- 0.00
Change in Trust: 0.00	Previous Balance Due:	0.00
Trust Balance: 0.00	Total Current Billing:	+ 76.00
	Total Now Due:	76.00

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-514

Statement # 212277
For Legal Services Rendered through July 31, 2020
Demolition - 828 S. 18th Avenue

Professional Fees			Hours	Amount
7/28/2020	MTJ	Work on demolition complaint and review documents re PIN and property ownership	0.20	38.00
7/29/2020	MAM	Initial review of Village information re property; initial steps in initiating fast track demolition re same	0.20	38.00
			Total Fees:	<u>76.00</u>

Rate Summary

Michael T. Jurusik	0.20 hours at \$ 190.00/hr	38.00
Michael A. Marrs	0.20 hours at \$ 190.00/hr	38.00
Total hours:	<u>0.40</u>	Total Fees: <u>76.00</u>

Total Current Billing: 76.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	0.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u><u>0.00</u></u>	Previous Balance Due:	0.00
		Total Current Billing:	<u>+ 76.00</u>
		Total Now Due:	<u><u>76.00</u></u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-515

Statement # 212278
For Legal Services Rendered through July 31, 2020
Demolition - 227 S. 19th Avenue

Professional Fees	Hours	Amount
7/28/2020 MTJ Work on demolition complaint and review documents re PIN and property ownership	0.20	38.00
7/29/2020 MAM Initial review of Village information re property; initial steps in initiating fast track demolition re same	0.20	38.00
	Total Fees:	76.00

Rate Summary

Michael T. Jurusik	0.20 hours at \$ 190.00 /hr	38.00
Michael A. Marrs	0.20 hours at \$ 190.00 /hr	38.00
Total hours:	0.40	Total Fees: <u>76.00</u>

Total Current Billing: 76.00

	Previous Balance Before Payments:	0.00
Previous Trust Balance:	0.00	Less Payment(s) Received: <u>- 0.00</u>
Change in Trust: <u>0.00</u>		Previous Balance Due: 0.00
Trust Balance: <u>0.00</u>		Total Current Billing: <u>+ 76.00</u>
	Total Now Due:	76.00

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-516

Statement # 212279
For Legal Services Rendered through July 31, 2020
Demolition - 611 S. 20th Avenue

Professional Fees			Hours	Amount
7/28/2020	MTJ	Work on demolition complaint and review documents re PIN and property ownership	0.20	38.00
7/29/2020	MAM	Initial review of Village information re property; initial steps in initiating fast track demolition re same	0.20	38.00
			Total Fees:	<u>76.00</u>

Rate Summary

Michael T. Jurusik	0.20 hours at \$ 190.00/hr	38.00
Michael A. Marrs	0.20 hours at \$ 190.00/hr	38.00
Total hours:	<u>0.40</u>	Total Fees: <u>76.00</u>

Total Current Billing: 76.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	0.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u><u>0.00</u></u>	Previous Balance Due:	0.00
		Total Current Billing:	<u>+ 76.00</u>
		Total Now Due:	<u><u>76.00</u></u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-517

Statement # 212280
For Legal Services Rendered through July 31, 2020
Demolition - 18 S. 21st Avenue

Professional Fees			Hours	Amount
7/28/2020	MTJ	Work on demolition complaint and review documents re PIN and property ownership	0.20	38.00
7/29/2020	MAM	Initial review of Village information re property; initial steps in initiating fast track demolition re same	0.20	38.00
			Total Fees:	<u>76.00</u>

Rate Summary

Michael T. Jurusik	0.20 hours at \$ 190.00/hr	38.00
Michael A. Marr	0.20 hours at \$ 190.00/hr	38.00
Total hours:	<u>0.40</u>	Total Fees: <u>76.00</u>

Total Current Billing: 76.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	0.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u><u>0.00</u></u>	Previous Balance Due:	0.00
		Total Current Billing:	<u>+ 76.00</u>
		Total Now Due:	<u><u>76.00</u></u>

Michael T. Jurusik

September 9, 2020

Village of Maywood
Attn: Mayor Edwenna Perkins
40 Madison Street
Maywood, Illinois 60153

IN ACCOUNT WITH
KLEIN, THORPE AND JENKINS, LTD.
20 NORTH WACKER DRIVE, SUITE 1660
CHICAGO, ILLINOIS 60606-2903
(312) 984-6400

TO: KLEIN, THORPE AND JENKINS, LTD., for legal services rendered and expenses advanced during the month of July 2020 regarding Economic Redevelopment Matters and Miscellaneous Matters per the attached computer printouts:

1849/17-212247	TIF – Madison Street.....	\$ 2,383.60
1849/19-212248	TIF – Roosevelt Road.....	2,970.40
1849/47-212250	Real Estate Matters (ANLAP, Tax Reactivation)	364.00
1849/50-212251	Plan Commission / ZBA.....	1,410.70
1849/88-212254	Liquor Commission/Liquor License Matters.....	76.00
1849/359-212259	Tax Deed / 415 Roosevelt Rd. (Roosevelt Road TIF – Reimb.).....	2,543.00
1849/371-212285	TIF – St. Charles Road (Escrow #6 – Economic Incentives & Projects – Reimb.) ...	3,468.42
1849/404-212261	Outdoor Ad (Electronic Billboard at Harrison St. between 10th & 11th Avenues) (Reimb.).....	242.00
1849/451-212263	2015 G.O. Bond Covenant Matters	69.00
1849/470-212265	First Avenue Water Main & Easement Acquisition Project (Reimbursable from Madison St./Washington Blvd. TIF District).....	286.00

TOTAL DUE: \$ 13,813.12

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-017

Statement # 212247
For Legal Services Rendered through July 31, 2020
TIF - Madison Street

Professional Fees		Hours	Amount
7/1/2020	MTJ	2.00	440.00
			Review status of Senate Bill #2052 (Illinois General Assembly website) re 12 Year Term extension for TIF District and review Public Act 101-0647 (adoption of 12 Year Term Extension); conference call with Kane McKenna (TIF Consultants) re First Amendment to TIF District Redevelopment Plan and Update TIF Budget for restatement in year 2020 dollars and Schedule for action items to adopt First Amendment to TIF District Redevelopment Plan; work on Schedule for adoption of First Amendment to TIF District Redevelopment Plan and review TIF District Act re compliance issues and notice, mailing and publication requirements; preparation and sending of transmittal email to and communication with Village Board, Village staff and Village Engineer and TIF District Consultants re ownership of land within TIF District District restrictions and disclosure requirements; communication with Village staff and Village Engineer re GIS data and other information for preparation of large mailings of notices for public meetings, JRB Meeting and public hearing for the TIF District amendment process
7/6/2020	MTJ	0.70	154.00
			Communication with Lara re mailing list data for public meeting and public hearing for First Amendment to Redevelopment Plan for TIF District and work on updates to Schedule for same; receipt and review of updated First Amendment to TIF District Redevelopment Plan and Update TIF Budget from Kane McKenna (TIF Consultants) and update file re same
7/6/2020	TPB	0.30	66.00
			Further preparation of TIF Schedule
7/7/2020	MTJ	0.50	110.00
			Preparation of public notice for interested parties registry for First Amendment to TIF District Redevelopment Plan and confirmation of publication date for notice
7/8/2020	MTJ	2.00	440.00
			Preparation of memo to Village Board re pending TIF District matters (First Amendment to Redevelopment Plan

		and Budget, Code Amendment Ordinance); Preparation of PUBLIC NOTICE FOR MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT INTERESTED PARTIES REGISTRY Preparation of ORDINANCE ADDING A NEW SECTION 36.10 (TAX INCREMENT FINANCING (TIF) DISTRICTS) OF CHAPTER 30 (VILLAGE ADMINISTRATION; GENERAL PROVISIONS) OF TITLE III (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE RELATIVE TO IDENTIFICATION OF TIF DISTRICTS, DESIGNATION OF A TIF ADMINISTRATOR, ESTABLISHMENT OF A TIF INTERESTED PARTIES REGISTRY AND ADOPTING RULES FOR REGISTRATION IN RELATION THERETO and partial preparation of Rules for TIF Interested Parties Registration; (1/2 preparation time billed to 1849-17) final preparation of TENTATIVE SCHEDULE FOR ADOPTION AND APPROVAL OF AMENDMENT TO THE TIF DISTRICT REDEVELOPMENT PROJECT AND PLAN MADISON STREET - FIFTH AVENUE TIF DISTRICT		
7/8/2020	TPB	Work on TIF Interested Parties Registry notice	0.20	44.00
7/9/2020	MTJ	Receipt and review of ORDINANCE NO. CO-00-06 (AN ORDINANCE OF THE VILLAGE OF MAYWOOD, ILLINOIS AUTHORIZING THE ESTABLISHMENT OF TAX INCREMENT FINANCING "INTERESTED PARTIES" REGISTRIES AND ADOPTING REGISTRATION RULES FOR SUCH REGISTRIES) and review Year 2000 TIF District Interested Parties Registration Rules and need to update same and communication with Village Clerk's Office re same; update file re same; communication with Myers re First Amendment to Redevelopment Plan and Budget and TENTATIVE SCHEDULE FOR ADOPTION AND APPROVAL OF AMENDMENT TO THE TIF DISTRICT REDEVELOPMENT PROJECT AND PLAN ROOSEVELT ROAD TIF DISTRICT and preparation and sending of transmittal email to Myers, Lara, Smith and Kane McKenna re KTJ Memo, First Amendment to Redevelopment Plan and Budget and Approval Schedule	1.00	220.00
7/10/2020	MTJ	Partial preparation of Registration form (individual / organization) for TIF Interest Parties Registry; preparation and sending of transmittal email with Maywood Registration Rules and Registration form (individual / organization) for TIF Interest Parties Registry to and communication with Village staff re same; review publication request for Notice of TIF Interest Parties Registry for Madison - Fifth Avenue TIF District to be sent Village Free Press	0.70	154.00
7/13/2020	MTJ	Preparation of letters to JRB Meeting members and individuals on Interested Parties Registry re 12 year term extension and First Amendment to Redevelopment Plan and Project and tentative schedule for adoption of same (letters to: Cook County Board, Cook County Clerk's	1.50	330.00

Office, Forest Preserve District of Cook County, Proviso Township, Maywood Public Library, Maywood Park District, Triton Community College District #504, Metropolitan Water Reclamation District of Greater Chicago, Des Plaines Valley Mosquito Abatement District, Proviso Township High School District #209, School District #89, Illinois DECO update contact information for individuals on Interested Parties Registry

7/14/2020	MTJ	Transmit status letters re: 12 year term extension TIF Districts to the individuals listed on the JOINT REVIEW BOARD MEMBER LIST / INTERESTED PARTIES REGISTRY and to Village Board and Village staff and update file re same	0.40	88.00
7/17/2020	MTJ	Communication with Lara re TIF District mailing for public hearing and public meeting and receipt and review of address list for all properties located in the Madison-Fifth Avenue TIF District, list of PINS for each property within the Madison-Fifth Avenue TIF District and list of all residential addresses within 750 feet of the boundaries of the Madison-Fifth Avenue TIF District and update file re same	0.30	66.00
7/22/2020	MTJ	Review status of preparation of multiple mailing lists for public hearing and public meeting for approval of First Amendment to Redevelopment Plan and Budget and 12 Year Term Extension and communications from Village staff and Kane McKenna re same	0.20	44.00
			Total Fees:	2,156.00

Rate Summary

Thomas P. Bayer	0.50 hours at \$ 220.00 /hr	110.00
Michael T. Jurusik	9.30 hours at \$ 220.00 /hr	2,046.00
Total hours:	9.80	Total Fees: 2,156.00

Detailed Disbursements

	Photocopies	24.60
7/28/2020	Publication re:- Public Notice-Madison/Fifth TIF District	203.00 (1)
		Total Disbursements: 227.60

Payments

8/4/2020	Payment	2,319.30
		Total Payments: 2,319.30

		Total Current Billing:	<u>2,383.60</u>
		<hr/>	
Previous Trust Balance:	0.00	Previous Balance Before Payments:	5,250.32
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	- 2,319.30
		Previous Balance Due:	2,931.02
Trust Balance:	<u>0.00</u>	Total Current Billing:	+ <u>2,383.60</u>
		Total Now Due:	<u>5,314.62</u>

Michael T. Jurusik

① page 1

Village Free Press

Village Free Press
141 S. Oak Park Avenue
Oak Park, Illinois 60302
708-524-8300 Fax: 708-467-9066

Invoice
Date: 07/21/2020

Bill To:
Klein Thorpe and Jenkins, Ltd.
Mike Jurusk
20 N. Wacker Drive
Suite 1660
Chicago, IL 60608

Order Date: 07/13/2020
Order Number: 83895
Rep: Mary Ellen Nelligan
maryellen@oakpark.com

INVOICE DATE	DUE DATE	INVOICE #	PO #	TERM
07/21/2020	08/20/2020	46232-R		Net 30
Publication	Issue	Ad Size	Ad Notes	Charges
Village Free Press Legals	Wednesday July 15, 2020	Legal Notice	Village of Maywood Madison / Fifth Avenue TIF District Interested Parties Registry	\$203.00

Please detach & return the lower portion with your payment

Please remit to: Village Free Press 141 S. Oak Park Avenue Oak Park, Illinois 60302

Please detach and return with payment

Invoice # 46232-R
Due Date 08/20/2020
Company # 88691

Bill To:
Ordered By:
Balance Due:

Klein Thorpe and Jenkins, Ltd.
Klein Thorpe and Jenkins, Ltd.
\$203.00

Amount Enclosed

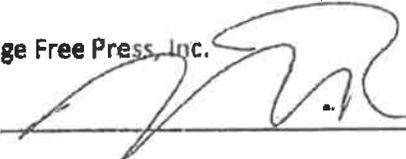
PLEASE DISREGARD IF PAYMENT HAS BEEN MADE

Certificate of the Publisher

Village Free Press, Inc. certifies that it is the publisher of Village Free Press. Village Free Press is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City/Village of Maywood, County of Cook, Township of Proviso, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published one time(s) in the Village Free Press, namely one time per week for one successive week(s). The first publication of the notice was made in the newspaper, dated and published on July 15, 2020, and the last publication of the notice was made in the newspaper dated and published on July 15, 2020. The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, the Wednesday Journal, Inc. has signed this certificate by Michael Romain, its publisher, at Oak Park, Illinois, on July 15, 2020.

Village Free Press, Inc. 
By: _____

Michael Romain

Publisher

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-019

Statement # 212248
For Legal Services Rendered through July 31, 2020
TIF - Roosevelt Road

Professional Fees	Hours	Amount
7/1/2020 MTJ Review status of Senate Bill #2052 (Illinois General Assembly website) re 12 Year Term extension for TIF District and review Public Act 101-0647 (adoption of 12 Year Term Extension); conference call with Kane McKenna (TIF Consultants) re First Amendment to TIF District Redevelopment Plan and Update TIF Budget for restatement in year 2020 dollars and Schedule for action items to adopt First Amendment to TIF District Redevelopment Plan; work on Schedule for adoption of First Amendment to TIF District Redevelopment Plan and review TIF District Act re compliance issues and notice, mailing and publication requirements; preparation and sending of transmittal email to and communication with Village Board, Village staff and Village Engineer and TIF District Consultants re ownership of land within TIF District District restrictions and disclosure requirements; communication with Village staff and Village Engineer re GIS data and other information for preparation of large mailings of notices for public meetings, JRB Meeting and public hearing for the TIF District amendment process	2.00	440.00
7/1/2020 MAM Conference with Village Engineer re Roosevelt Road Water Service Transfer project and strategy re obtaining easements for same	0.20	44.00
7/6/2020 MTJ Communication with Lara re mailing list data for public meeting and public hearing for First Amendment to Redevelopment Plan for TIF District and work on updates to Schedule for same; receipt and review of updated First Amendment to TIF District Redevelopment Plan and Update TIF Budget from Kane McKenna (TIF Consultants) and update file re same	0.70	154.00
7/6/2020 TPB Further preparation of TIF Schedule	0.30	66.00
7/6/2020 MAM Communication with Village Engineer re Roosevelt Road Water Service Transfer Project easements	0.20	44.00

7/7/2020	MTJ	Preparation of public notice for interested parties registry for First Amendment to TIF District Redevelopment Plan and confirmation of publication date for notice	0.50	110.00
7/8/2020	MTJ	Preparation of memo to Village Board re pending TIF District matters (First Amendment to Redevelopment Plan and Budget, Code Amendment Ordinance) Preparation of PUBLIC NOTICE FOR ROOSEVELT ROAD TAX INCREMENT FINANCING DISTRICT INTERESTED PARTIES REGISTRY; Preparation of TENTATIVE SCHEDULE FOR ADOPTION AND APPROVAL OF AMENDMENT TO THE TIF DISTRICT REDEVELOPMENT PROJECT AND PLAN ROOSEVELT ROAD TIF DISTRICT Preparation of ORDINANCE ADDING A NEW SECTION 36.10 (TAX INCREMENT FINANCING (TIF) DISTRICTS) OF CHAPTER 30 (VILLAGE ADMINISTRATION; GENERAL PROVISIONS) OF TITLE III (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE RELATIVE TO IDENTIFICATION OF TIF DISTRICTS, DESIGNATION OF A TIF ADMINISTRATOR, ESTABLISHMENT OF A TIF INTERESTED PARTIES REGISTRY AND ADOPTING RULES FOR REGISTRATION IN RELATION THERETO and partial preparation of Rules for TIF Interested Parties Registration (1/2 preparation time billed to 1849-19) final preparation of tentative schedule for ADOPTION AND APPROVAL OF AMENDMENT TO THE TIF DISTRICT REDEVELOPMENT PROJECT AND PLAN ROOSEVELT ROAD TIF DISTRICT	2.00	440.00
7/8/2020	TPB	Work on TIF Interested Parties Registry notice	0.20	44.00
7/9/2020	MTJ	Receipt and review of ORDINANCE NO. CO-00-06 (AN ORDINANCE OF THE VILLAGE OF MAYWOOD, ILLINOIS AUTHORIZING THE ESTABLISHMENT OF TAX INCREMENT FINANCING "INTERESTED PARTIES" REGISTRIES AND ADOPTING REGISTRATION RULES FOR SUCH REGISTRIES) and review Year 2000 TIF District Interested Parties Registration Rules and need to update same and communication with Village Clerk's Office re same; update file re same; communication with Myers and Smith First Amendment to Redevelopment Plan and Budget and TENTATIVE SCHEDULE FOR ADOPTION AND APPROVAL OF AMENDMENT TO THE TIF DISTRICT REDEVELOPMENT PROJECT AND PLAN ROOSEVELT ROAD TIF DISTRICT and preparation and sending of transmittal email to Myers, Lara, Smith and Kane McKenna re KTJ Memo, First Amendment to Redevelopment Plan and Budget and Approval Schedule	1.00	220.00
7/9/2020	MTJ	Communication from Peterhansen (Hancock) re emergency water main connection with Broadview (bidding option or change order) and need for Professional Services Agreement for project work and attendance at new Intergovernmental Agreement for Emergency Water Main Connection with Broadview and review file for Emergency	0.80	176.00

Water Connection. - 1849-001				
7/10/2020	MTJ	Partial preparation of Registration form (individual / organization) for TIF Interest Parties Registry; preparation and sending of transmittal email with Maywood Registration Rules and Registration form (individual / organization) for TIF Interest Parties Registry to and communication with Village staff re same; review publication request for Notice of TIF Interest Parties Registry for Roosevelt Road TIF District to be sent Village Free Press	0.70	154.00
7/13/2020	MTJ	Preparation of letters to JRB Meeting members and individuals on Interested Parties Registry re 12 year term extension and First Amendment to Redevelopment Plan and Project and tentative schedule for adoption of same (letters to: Cook County Board, Cook County Clerk's Office, Forest Preserve District of Cook County, Proviso Township, Maywood Public Library, Maywood Park District, Triton Community College District #504, Metropolitan Water Reclamation District of Greater Chicago, Des Plaines Valley Mosquito Abatement District, Proviso Township High School District #209, School District #89, Illinois DECO); update contact information for individuals on Interested Parties Registry	1.50	330.00
7/14/2020	MTJ	Transmit status letters re: 12 year term extension TIF Districts to the individuals listed on the JOINT REVIEW BOARD MEMBER LIST / INTERESTED PARTIES REGISTRY and to Village Board and Village staff and update file re same	0.40	88.00
7/17/2020	MTJ	Communication with Lara re TIF District mailing for public hearing and public meeting and receipt and review of address list for all properties located in the Roosevelt Road TIF District, List of PINS for each property within the Roosevelt Road TIF District and List of all residential addresses within 750 feet of the boundaries of the Roosevelt Road TIF District and update file re same	0.30	66.00
7/22/2020	MTJ	Review status of preparation of multiple mailing lists for public hearing and public meeting for approval of First Amendment to Redevelopment Plan and Budget and 12 Year Term Extension and communications from Village staff and Kane McKenna re same	0.20	44.00
7/27/2020	MAM	Communications with Village re Roosevelt Road Water Service Transfer Project easement	0.30	66.00
7/29/2020	MAM	Work on compiling documents for recording of Roosevelt Road Water Service Transfer Project easements	0.20	44.00
7/31/2020	MTJ	Communication with Hancock (Peterhansen/Lucas) re emergency water line connection with Broadview and the cost allocation of the project between TIF District funds	1.00	220.00

(portion of project within TIF District) and Water Fund
(portion of project outside of TIF District); review and edit
draft INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND THE VILLAGE OF
BROADVIEW RELATIVE TO THE REPLACEMENT OF
AN EMERGENCY WATER INTERCONNECTION

Total Fees: 2,750.00

Rate Summary

Thomas P. Bayer	0.50 hours at \$ 220.00 /hr	110.00
Michael T. Jurusik	11.10 hours at \$ 220.00 /hr	2,442.00
Michael A. Marrs	0.90 hours at \$ 220.00 /hr	198.00
Total hours:	<u>12.50</u>	Total Fees: <u>2,750.00</u>

Detailed Disbursements

	Photocopies	17.40
7/28/2020	Publication re: Public Notice - Roosevelt Rd TIF District	203.00 (1)
	Total Disbursements:	<u>220.40</u>

Total Current Billing: 2,970.40

Previous Trust Balance:	0.00	Previous Balance Before Payments:	10,450.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	- 0.00
Trust Balance:	<u>0.00</u>	Previous Balance Due:	10,450.00
		Total Current Billing:	+ <u>2,970.40</u>
		Total Now Due:	<u>13,420.40</u>

Michael T. Jurusik

① page 1

Village Free Press

Village Free Press
141 S. Oak Park Avenue
Oak Park, Illinois 60302
708-524-8300 Fax: 708-467-9066

Invoice
Date: 07/21/2020

Bill To:
Klein Thorpe and Jenkins, Ltd.
Mike Jurusk
20 N. Wacker Drive
Suite 1660
Chicago, IL 60608

Order Date: 07/13/2020
Order Number: 83896
Rep: Mary Ellen Nelligan
maryellen@oakpark.com

INVOICE DATE	DUE DATE	INVOICE #	PO #	TERM	
07/21/2020	08/20/2020	46233-R		Net 30	
Publication	Issue	Ad Size	Ad Notes		Charges
Village Free Press Legal	Wednesday July 15, 2020	Legal Notice	Village of Maywood Roosevelt Road TIF District Interested Parties Registry		\$203.00

Please detach & return the lower portion with your payment

Please remit to: Village Free Press 141 S. Oak Park Avenue Oak Park, Illinois 60302

Please detach and return with payment

Invoice # 46233-R
Due Date 08/20/2020
Company # 88891

Bill To:
Ordered By:
Balance Due:

Klein Thorpe and Jenkins, Ltd.
Klein Thorpe and Jenkins, Ltd.
\$203.00

Amount Enclosed

PLEASE DISREGARD IF PAYMENT HAS BEEN MADE

① page 2

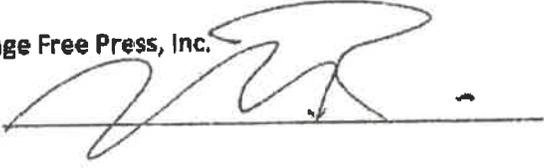
Certificate of the Publisher

Village Free Press, Inc. certifies that it is the publisher of Village Free Press. Village Free Press is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City/Village of Maywood, County of Cook, Township of Proviso, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published one time(s) in the Village Free Press, namely one time per week for one successive week(s). The first publication of the notice was made in the newspaper, dated and published on July 15, 2020, and the last publication of the notice was made in the newspaper dated and published on July 15, 2020. The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, the Wednesday Journal, Inc. has signed this certificate by Michael Romain, its publisher, at Oak Park, Illinois, on July 15, 2020.

Village Free Press, Inc.

By: 

Michael Romain

Publisher

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-047

Statement # 212250
For Legal Services Rendered through July 31, 2020
Real Estate Matters (ANLAP, Tax Reactivation)

Professional Fees	Hours	Amount
7/15/2020 MTJ Communications with Myers re possible Property Fraud with conveyances of 719 S 4th Avenue Property and 803 S 4th Avenue Property and request for Village documents re same and related entity (CTJ Inv LLC) and preliminary investigation re same	0.40	76.00
7/22/2020 KK Research CCRD records and the Illinois Secretary of State records for all conveyance documents and corporate documents for the sale of the properties of 401 N. 4th Street - PIN: 15-11-121-007-0000; 401 N. 4th Street - PIN: 15-11-121-007-0000; 719 S. 4th Ave - PIN: 15-11-345-007-0000; 803 S. 4th Ave. - PIN: 15-11-353-001-0000 (House); and 803 S. 4th Ave. - PIN: 15-11-353-001-0000 (Vacant Lot)	3.20	288.00
Total Fees:		364.00

Rate Summary

Michael T. Jurusik	0.40 hours at \$ 190.00/hr	76.00
Kathleen Kestler	3.20 hours at \$ 90.00/hr	288.00
Total hours:	3.60	Total Fees: 364.00

Payments

6/28/2020	Payment	735.00
Total Payments:		735.00

		Total Current Billing:	<u>364.00</u>
<hr/>			
Previous Trust Balance:	0.00	Previous Balance Before Payments:	7,472.26
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	- 735.00
Trust Balance:	<u>0.00</u>	Previous Balance Due:	6,737.26
		Total Current Billing:	+ <u>364.00</u>
		Total Now Due:	<u>7,101.26</u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-050

Statement # 212251
For Legal Services Rendered through July 31, 2020
Plan Commission/ZBA

Professional Fees		Hours	Amount
7/2/2020	MTJ	Review Village Zoning Map for proposed Village Code Amendments (Cannabis Adult Use Businesses) re Objectors' properties and review state zoning statute re Objectors' Petition, 20% frontage criteria for requiring Supermajority Vote by Trustees and compliance with filing requirements with Village Clerk's Office and communication with Lara re same	0.50 95.00
7/2/2020	MAM	Review of updated cannabis business maps showing location of objectors; research zoning law applicable to objections to text amendments; consideration of legal issues related to same	0.70 133.00
7/8/2020	MTJ	Conference call with Lara re July 14 Village Board Meeting and Village Zoning Map for proposed Village Code Amendments (Cannabis Adult Use Businesses) re Objectors' properties and state zoning statute re Objectors' Petition, 20% frontage criteria for requiring Supermajority Vote by Trustees and compliance with filing requirements with Village Clerk's Office - NO CHARGE	0.30 0.00
7/6/2020	MSG	Legal research into owner objectors of zoning amendment; preparing and drafting a memo to Village Board	4.00 620.00
7/6/2020	MAM	Conference call with E. Lara re cannabis use maps and related matters; preparation for same	0.50 95.00
7/8/2020	MTJ	Review and edit memo to Village Board re Validity of Objection Petition No. PC/ZBA #20-002 to Deny Proposed Zoning Code Amendments for Regulation of Adult Use Cannabis Businesses; communication with Lara re draft Recommendation from Plan Commission/ZBA re Proposed Zoning Code Amendments for Regulation of Adult Use Cannabis Businesses	0.70 133.00
7/14/2020	MTJ	Communications with objectors and Village staff re	0.30 57.00

		opportunity to attend and participate in July 14 to discuss cannabis zoning code amendments		
7/15/2020	MTJ	Communication with Lara re Cannabis Business Code Amendment Ordinance and need for updated zoning maps re RMC Overlay Zoning District	0.30	57.00
7/30/2020	MTJ	Communication with Lara re Code Amendment Ordinance for cannabis regulations and updates to Village's Official Zoning Map and submittals - maps for cannabis business districts	0.30	57.00
			Total Fees:	<u>1,247.00</u>

Rate Summary

Michael T. Jurusik	0.30 hours at \$ 0.00/hr	0.00
Michael T. Jurusik	2.10 hours at \$ 190.00/hr	399.00
Michael A. Marrs	1.20 hours at \$ 190.00/hr	228.00
Matthew S. Guerrero	4.00 hours at \$ 155.00/hr	620.00
Total hours:	<u>7.60</u>	Total Fees: <u>1,247.00</u>

Detailed Disbursements

Westlaw Research	163.70	(1)
Total Disbursements:	<u>163.70</u>	

Total Current Billing: 1,410.70

Previous Trust Balance:	0.00	Previous Balance Before Payments:	5,020.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u>0.00</u>	Previous Balance Due:	5,020.00
		Total Current Billing:	<u>+ 1,410.70</u>
		Total Now Due:	<u><u>6,430.70</u></u>

Michael T. Jurusik



Westlaw Charges

Date Range: July 2020

Client: 1849-050 / Village of Maywood Plan Commission/ZBA

Total for 07/06/2020	\$81.85
Total for 07/07/2020	<u>\$81.85</u>
Total:	\$163.70

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
 Suite 1660
 Chicago, IL 60606
 (312) 984-6400

Village of Maywood
 Mayor Edwenna Perkins
 40 Madison Street
 Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
 1849-088

Statement # 212254
 For Legal Services Rendered through July 31, 2020
 Liquor Commission/Liquor License Matters

Professional Fees			Hours	Amount
7/6/2020	MTJ	Communication from Village staff (PaMik) re updates to Village liquor license application to include Class N (Bar and Grill License) and review and edit application re same	0.40	76.00
			Total Fees:	<u>76.00</u>

Rate Summary		
Michael T. Jurusik	0.40 hours at \$ 190.00/hr	76.00
Total hours:	<u>0.40</u>	Total Fees: <u>76.00</u>

Payments

6/28/2020	Payment	441.50
		Total Payments: <u>441.50</u>

Total Current Billing: 76.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	2,417.90
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 441.50</u>
Trust Balance:	<u>0.00</u>	Previous Balance Due:	1,976.40
		Total Current Billing:	<u>+ 76.00</u>
		Total Now Due:	<u><u>2,052.40</u></u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-359

Statement # 212259
For Legal Services Rendered through July 31, 2020
Tax Deed / 415 Roosevelt Rd. (Roosevelt Road TIF – Reimb.)

Professional Fees	Hours	Amount
7/1/2020 CP Follow up communication with M. Marchese regarding hearing date and time for emergency motion	0.30	27.00
7/7/2020 CP Review LLC1's First Set of Interrogatories	1.00	90.00
7/7/2020 JAW Drafting answers to LLCI 07 CH 12487's First Set of Interrogatories	2.30	437.00
7/8/2020 CP Review 415 Roosevelt Tax Deed Files for responses to interrogatories; communication with S. Milito regarding unpaid taxes	3.80	342.00
7/8/2020 JAW Preparing answers to LLCI 07CH12487 first set of interrogatories	1.20	228.00
7/9/2020 JAW Drafting answers to interrogatories form LLCI 07CH12487 re 415 Roosevelt Road tax deed properties	1.50	285.00
7/13/2020 JAW Drafting answers to Petitioner, LLCI 07CH12487 First Set of Interrogatories	1.40	266.00
7/14/2020 CP Communication with Judge Karkula's Clerk regarding hearing on the Emergency Motion	0.30	27.00
7/15/2020 CP Communication with M. Marchese regarding Order for Continuance of Emergency Motion	0.20	18.00
7/15/2020 JAW Correspondence with court re Village emergency motion to secure property; draft Order at court's request and send Order to the Judge	0.60	114.00
7/22/2020 JAW Review documents re 415 Roosevelt Road for response to Petitioner document production requests	1.60	304.00
7/23/2020 CP Review file for communications with Village and Cook County Officials	0.50	45.00
7/27/2020 JAW Drafting Village response and objections to Petitioners First Document Production Requests	1.80	342.00

7/29/2020	CP	Communication with M. Marchese regarding status of Order of Continuance	0.10	9.00
7/30/2020	CP	Various communications with M. Marchese regarding Order for Emergency Motion	0.10	9.00
			Total Fees:	<u>2,543.00</u>

Rate Summary

John Allen Wall	10.40 hours at \$ 190.00/hr	1,976.00
Carol Pinkston	6.30 hours at \$ 90.00/hr	567.00
Total hours:	<u>16.70</u>	Total Fees: <u>2,543.00</u>

Total Current Billing: 2,543.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	2,657.28
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u>0.00</u>	Previous Balance Due:	2,657.28
		Total Current Billing:	<u>+ 2,543.00</u>
		Total Now Due:	<u>5,200.28</u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-371

Statement # 212285

For Legal Services Rendered through July 31, 2020

TIF - St. Charles Road (Escrow #6 -- Economic Incentives & Projects -- Reimb.)

Professional Fees			Hours	Amount
7/7/2020	MTJ	Communications with Smith and developer attorney (Maywood Equity Group LLC) re status of zoning application for development of NW Corner First and Lake site and and status on moving forward with zoning application for SE Comer of First and Ohio development ("Pronto Cleaners") and update file re same	0.20	44.00
7/9/2020	MTJ	Review options for dealing with developer request to execute and submit IEPA DRM-1 forms (site remediation program / application and services agreement) for NW Corner First and Lake development and SE Corner of First and Ohio development ("Pronto Cleaners") and communication with Myers re same; preparation and sending of transmittal email to and communication with developer attorney re execution of IEPA DRM-1 forms for projects;	0.80	176.00
7/9/2020	DGW	Further investigation into environmental issues and related communications IEPA DRM-1 forms	0.80	176.00
7/10/2020	MTJ	Receipt and review of executed Site Remediation Program Form (DRM-2) re NW Corner of First and Lake development (Maywood Equity Group / Xsite) Response to IEPA Comments from Myers and update file re same	0.20	44.00
7/15/2020	MTJ	Communication with Smith re NWC 1st and Lake development project matters and Ohio and Lake Street development project and Redevelopment Agreement matters	0.30	66.00
7/15/2020	MTJ	Communications with Smith and developer attorney (Maywood Equity Group LLC) re status of draft Redevelopment Agreement and environmental access agreement for SE Corner of First and Ohio development ("Pronto Cleaners")	0.50	110.00
7/16/2020	MTJ	Review project file and preparation of schedule for	0.70	154.00

		Redevelopment Agreement approval and TIF District public hearing and newspaper publication dates and communications with developer's attorney and Village staff re Redevelopment Agreement for XSite - Maywood Equity Group LLC re SE Corner of First and Ohio development (former Pronto Cleaners site) and approval schedule for the Redevelopment Agreement and required TIF District public hearing and update file re same		
7/21/2020	MTJ	Review closing file for 221 North First Avenue property (SE Corner of First and Ohio development), title policy, survey, deeds and status of title	0.50	110.00
7/21/2020	CP	Research Cook County Recorder of Deeds for Release of Mortgage and Warranty Deed for 221 N. 1st Avenue Property; review file for same	2.30	207.00
7/22/2020	MTJ	Review documents regarding SE Corner of First and Ohio development transaction: 2008 Title Owner's Policy, 2009 Subcontractor's Notice and Claim for Lien (\$4,300 for Land Surveying and Civil Engineering Services) - review state law re title company will waive or insure over this lien because the subcontractor never filed a lawsuit to foreclose on it within 2 years of the completion of the work, 2008 Subcontractor's Claim for Lien (\$24,912.75 for Architecture Services) - review state law re title company will waive or insure over this lien because the subcontractor never filed a lawsuit to foreclose on it within 2 years of the completion of the work, Warranty Deed w/ Affidavit of Certificate and Release of Mortgage and transmit documents to Village staff and developer's attorney and communication with developer's attorney re same and update file re same	0.70	154.00
7/22/2020	CP	Review Redevelopment Agreement for clause on liens against KLY being placed on property; research 770 ILCS 60 Contractor Liens against Real Property regarding statute of limitation	1.50	135.00
7/23/2020	MTJ	Communications with developer attorney re title work for SE Corner of First and Ohio development; receipt and review of proposed amendments and comments from Village staff re Redevelopment Agreement for SE Corner of First and Ohio development and communication with Smith re same	0.70	154.00
7/24/2020	MTJ	Communication with Smith and Myers re Cook County Class 7 Tax Incentive and approval schedule for same and September 1 Due Diligence Period expiration date; partial preparation for closing and land conveyance for NW Corner of First and Lake Street development to Maywood Equity Group	0.70	154.00
7/27/2020	MTJ	Communications with Lara re public hearing date for 2 special use permit approvals for Xsite - NW Corner of First Avenue and Lake and SE Corner of First Avenue and Ohio	0.30	66.00

Date	Initials	Description	Hours	Fees
		developments and status of public hearing notices and mailing lists for 2 public hearings		
7/28/2020	MTJ	Communications with developer's attorney re Redevelopment Agreement for Xsite (Maywood Equity Group LLC) for SE Corner of 1st and Ohio development and status of TIF District public hearing; communication with Smith re Cook County Class 7 Tax Incentive for NW Corner of 1st and Lake development	0.50	110.00
7/30/2020	MTJ	Preparation of AGENDA FOR TIF PUBLIC HEARING REGARDING A PROPOSED REDEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A COMMERCIAL BUILDING, DRIVE-THRU FACILITY AND RELATED INFRASTRUCTURE AND PARKING AND LANDSCAPING IMPROVEMENTS FOR RETAIL AND COMMERCIAL USES LOCATED IN THE FORMER ST. CHARLES ROAD TAX INCREMENT FINANCING DISTRICT AT THE SOUTHEAST CORNER OF 1ST AVENUE AND OHIO STREET (221 NORTH 1ST AVENUE), Preparation of NOTICE OF PUBLIC HEARING ON PROPOSED REDEVELOPMENT AGREEMENT FOR REAL PROPERTY LOCATED IN THE FORMER ST. CHARLES ROAD TAX INCREMENT FINANCING DISTRICT (221 North 1st Avenue, Maywood, Illinois) and communication with Savage re Zoom portal for Public Hearing; review and edit draft Redevelopment Agreement for 221 North 1st Avenue project;	1.50	330.00
7/31/2020	MTJ	Review project file and IEPA NFR Letter re conditions of use of 221 North First Avenue property and draft Redevelopment Agreement and Access Agreement provided by developer and preparation of updated versions of: REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND MAYWOOD EQUITY GROUP, LLC FOR THE SALE AND REDEVELOPMENT OF THE SOUTHEAST CORNER OF FIRST AVENUE AND OHIO STREET (221 North First Avenue, Maywood, Illinois); REAL ESTATE SALES CONTRACT (221 North First Avenue, Maywood, Illinois) and Developer's DISCLOSURE AFFIDAVIT; AUTHORIZATION, ACKNOWLEDGMENT AND INDEMNIFICATION FOR GROUND PENETRATION WORK AND TEMPORARY ACCESS AGREEMENT (221 North First Avenue, Maywood, Illinois) (Maywood Equity Group, LLC and HZ Props RE, Ltd.); Preparation of ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND MAYWOOD EQUITY GROUP, LLC FOR THE SALE AND REDEVELOPMENT OF THE SOUTHEAST CORNER OF FIRST AVENUE AND OHIO STREET (221 North 1st Avenue, Maywood, Illinois); Preparation of transmittal memo to Village Board re Redevelopment Agreement and project documents	5.50	1,210.00

Total Fees: 3,400.00

Rate Summary

Dennis G. Walsh	0.80 hours at \$ 220.00/hr	176.00
Michael T. Jurusik	13.10 hours at \$ 220.00/hr	2,882.00
Carol Pinkston	3.80 hours at \$ 90.00/hr	342.00
Total hours:	<u>17.70</u>	Total Fees: <u>3,400.00</u>

Detailed Disbursements

	Photocopies	27.20
7/21/2020	Outside copy service-oversized print	15.65 (1)
7/22/2020	Federal Express	25.57 (2)
	Total Disbursements:	<u>68.42</u>

Payments

8/4/2020	Payment	1,900.10
	Total Payments:	<u>1,900.10</u>

Total Current Billing: 3,468.42

Previous Trust Balance:	0.00	Previous Balance Before Payments:	4,786.50
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	- 1,900.10
Trust Balance:	<u>0.00</u>	Previous Balance Due:	2,886.40
		Total Current Billing:	+ <u>3,468.42</u>
		Total Now Due:	<u>6,354.82</u>

Michael T. Jurusik



* 1 0 9 8 0 0 3 3 0 7 9 *

1



I am an authorized agent of the company and my signature authorizes the company to pay for all items reflected on this invoice.

Carol Pinkston

FedEx Office is your destination for printing and shipping.

101 N Wacker
Chicago, IL 60606
Tel: (312) 578-0031

Please remit payment to:

FedEx Office
Customer Administrative Services
P.O. Box 672085
Dallas, TX 75267-2085

Questions? Please call:
1-800-488-3705

7/21/2020 4:20:31 PM CST
Team Member: Gabriel T.
Account #: XXXXXX3627-0000
Account: KLEIN THORPE AND JENKINS LTD

INVOICE
Official bill of Sale
Terms Net 30 Days
Please Reference Invoice # 109800014982

Tell us how we're doing and receive \$5 off your next \$30 print order at fedex.com/walisten or 1-800-398-0242 Offer Code: _____ Offer expires 12/31/2020

Account #: XXXXXX3627-0000
Authorized User: KLEIN THORPE AND JENKIN
Account: KLEIN THORPE AND JENKINS LTD
Reference: Ref 1849-371
Signee: Carol Pinkston
Signee Phone: (312) 984-6400

Get your message out in a big way with everything from full-color banners to photo-quality posters, yard signs, auto magnets and more.

BW 24x36 Print	4 @	3.5700 T
002172 Reg. Price	5.10	
Regular Total	20.40	
Discounts	6.12	
Total	14.28	

Thank you for visiting

FedEx Office
Make It. Print It. Pack It. Ship It.
fedex.com/office

By submitting your project to FedEx Office or by making a purchase in a FedEx Office-store, you agree to all FedEx Office terms and conditions, including limitations of liability. Request a copy of our terms and conditions from a Team Member or visit fedex.com/officeserviceterms for details

Sub-Total	14.28
Tax 19.25%	1.37
Deposit	0.00
Total	15.65
Invoiced Account	15.65
Total Tender	15.65
Change Due	0.00

Customer Copy

Total Discounts 6.12

2

ORIGIN ID: CHIA (312) 994-6400
MICHAEL T. JURUSIK
20 NORTH WACKER DRIVE
SUITE 1860
CHICAGO, IL 60606
UNITED STATES US

SHIP DATE: 22 JUL 20
ACTWGT: 1.00 LB
CAD: 110226930/NET4280
BILL SENDER

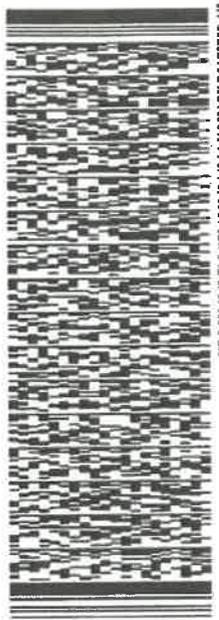
AS57



TO VALERIE HAUGH
HAUGH & ASSOCIATES, LTD.
525 DEE LANE
SUITE 200
ROSELLE IL 60172

(630) 894-9951 REF: 1949871
INV
PO DEPT

56B13/C6A61B766



TRK# 7710 6685 2049
0201

THU - 23 JUL 10:30A
PRIORITY OVERNIGHT

79 NOHA
IL-US
60172
ORD



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-404

Statement # 212261

For Legal Services Rendered through July 31, 2020

Outdoor Ad (Electronic Billboard at Harrison St. between 10th & 11th Avenues) (Reimb.)

Professional Fees			Hours	Amount
7/27/2020	MAM	Review email correspondence forwarded by Village re public hearing for billboard; review applicable code provisions re same; advise Village of next steps for same	0.50	110.00
7/30/2020	MAM	Consideration of legal issues re public hearing on billboard before BOT; advise E. Lara re same	0.30	66.00
7/30/2020	MTJ	Receipt and review of public hearing materials and communications with Lara re same	0.30	66.00
			Total Fees:	<u>242.00</u>

Rate Summary

Michael T. Jurusik	0.30 hours at \$ 220.00/hr	66.00
Michael A. Marrs	0.80 hours at \$ 220.00/hr	176.00
Total hours:	<u>1.10</u>	Total Fees: <u>242.00</u>

Payments

6/28/2020	Payment	44.00
		Total Payments: <u>44.00</u>

		Total Current Billing:	<u>242.00</u>
<hr/>			
		Previous Balance Before Payments:	2,750.60
Previous Trust Balance:	0.00	Less Payment(s) Received:	<u>- 44.00</u>
Change in Trust:	<u>0.00</u>	Previous Balance Due:	2,706.60
		Total Current Billing:	<u>+ 242.00</u>
Trust Balance:	<u>0.00</u>		
		Total Now Due:	<u>2,948.60</u>

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020
Matter ID: 1849-451

Statement # 212263
For Legal Services Rendered through July 31, 2020
2015 G.O. Bond Covenant Matters

Professional Fees			Hours	
7/15/2020	MTJ	Communication with Norfleet, Satchell and Davidson re May 28 letter from Northland Securities, Inc. attorney re compliance with Tax Escrow Agreement and options to resolve the matter via issuance of short-term letter of credit or line of credit	0.30	69.00
			Total Fees:	<u>69.00</u>

Rate Summary			
Michael T. Jurusik		0.30 hours at \$ 230.00/hr	69.00
	Total hours:	<u>0.30</u>	Total Fees: <u>69.00</u>

Total Current Billing: 69.00

	Previous Balance Before Payments:	437.00
0.00	Less Payment(s) Received:	<u>- 0.00</u>
<u>0.00</u>	Previous Balance Due:	437.00
	Total Current Billing:	<u>+ 69.00</u>
<u>0.00</u>	Total Now Due:	<u><u>506.00</u></u>

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312) 984-6400

Village of Maywood
Mayor Edwenna Perkins
40 Madison Street
Maywood, IL 60153

Statement Date: August 27, 2020

Matter ID
1849-470

Statement # 212265

For Legal Services Rendered through July 31, 2020

First Avenue Water Main & Easement Acquisition Project (Reimbursable from Madison Street/Washington Blvd. TIF District)

Professional Fees			Hours	Amount
7/1/2020	MAM	Conference with Village Engineer re project status	0.20	44.00
7/13/2020	MAM	Communications with owner of 1604 S. 1st re easement and payment; communication to Village re same	0.40	88.00
7/27/2020	MAM	Communications with Village Engineer re remaining easements; forward signature pages as requested re same	0.30	66.00
7/28/2020	MAM	Gather additional requested information for Village Engineer door to door easement signature collection effort; communications with Village Engineer re same	0.40	88.00
			Total Fees:	<u>286.00</u>

Rate Summary

Michael A. Marrs	1.30 hours at \$ 220.00/hr	286.00
Total hours:	<u>1.30</u>	Total Fees: <u>286.00</u>

Total Current Billing: 286.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	2,400.40
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u>0.00</u>	Previous Balance Due:	2,400.40
		Total Current Billing:	<u>+ 286.00</u>
		Total Now Due:	<u>2,686.40</u>

Michael T. Jurusik

Village of



MAYWOOD

FIRE DEPARTMENT

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

FIRE CHIEF - CRAIG BRONAUGH, JR.

Date: September 9, 2020

To: To the Office of the Village Manager

From: Office of the Fire Chief *CAB*

Re: Request for Village Board Approval of Payment for Accident Repairs for Fire Department Reserve Ambulance 508

On Tuesday April 28, 2020, Fire Department Ambulance 508 was involved in an accident with a Civilian Vehicle. Repair and Paint have been completed and the vehicle is back in service. The Village has been paid for the necessary restoration efforts for this vehicle (see pictures and documentation). I am asking for Approval of payment in the amount of \$13,334.38 to Area Towing located at 1401 North First Avenue in Melrose Park for the restoration services performed on this vehicle. I look forward to answering any questions.

C C: Director of Vehicle Maintenance
File

VILLAGE OF MAYWOOD
C/O IPMG
225 SMITH ROAD
ST. CHARLES, IL 60174

MB Financial Bank
Rosemont, IL

Date Amount

08/19/2020 \$13,334.38

Pay THIRTEEN THOUSAND THREE HUNDRED THIRTY-FOUR AND 38 / 100 DOLLARS

VOID AFTER 90 DAYS
Two signatures required over \$5,000

To the order of: Village of Maywood
40 Madison Street
Attn: LaSondra Banks
Maywood, IL 60153

[Signature]
[Signature]
Authorized Signature



⑈ 5853 ⑈ ⑆ 071001737⑆ 1360001112⑈

Payee:
Village of Maywood
40 Madison Street
Attn: LaSondra Banks
Maywood, IL 60153

Check No. / Dat
5853 08/19/202

Check Total: \$13,334.3

<u>Payment Type</u>	<u>Service Period</u>	<u>Invoice Number/Date</u>	<u>Claim Number/ Claimant</u>	<u>Loss Date</u>	<u>Amount</u>
PD Property Damage			200526W011-0001 Ford Ambulance 2013	04/28/2020	\$13,334.3
2013 Ford Ambulance - VIN: DA38932 - DOL: 04/28/2020					

CHECK REQUEST FORM

CHECK RECIPIENT: Area Towing

ADDRESS: 1401 North First Avenue

CITY/STATE/ZIP: Melrose Park, IL. 60160

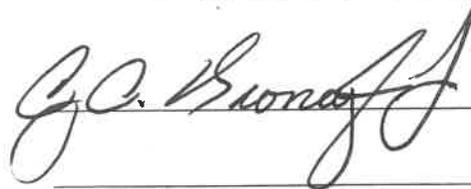
AMOUNT OF CHECK: \$ 13,334.38

EXPENSE ACCOUNT: 01-46-51300

TAX ID # _____

PURPOSE FOR REQUEST: Payment For Body Repair & Paint
For Reserve Ambulance 508
(From Automobile Accident
on 4/28/2020).

SUBMITTING DEPARTMENT: Fire

AUTHORIZATION:  DATE 9/9/2020

FINANCE DIRECTOR: _____ DATE / /

VILLAGE MANAGER: _____ DATE / /

PLEASE ATTACH SUPPORTING DOCUMENTATION

ADDITIONAL REQUEST _____

AREA TOWING INC.

1401 N 1ST AVE
MELROSE PARK, IL 60160
PH(708-345-4665) FAX(708-344-3371)

Invoice

Number: 3001

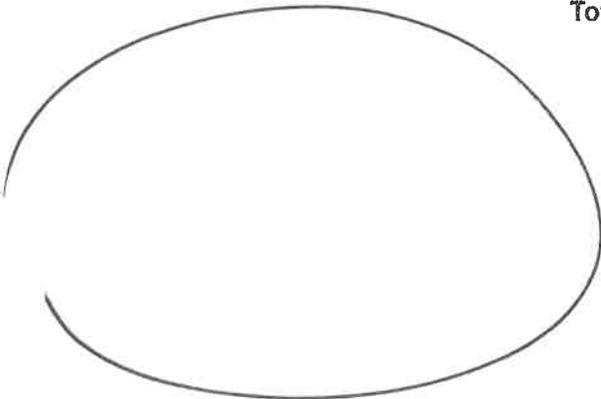
Date: July 27, 2020

Bill To:

MAYWOOD FIRE DEPT.
700 ST. CHARLES RD
MAYWOOD, IL 60153

PO Number	Terms	Customer #

Date	Description	Quantity	Price Each	Amount
07/27/2020	BODY REPAIRS		13,334.38	13,334.38
	UNIT 508- AMBULANCE VIN # 1FDXE4FS3DDA38932			
			Total	\$13,334.38



Area Towing Inc. - DBA Payless
Autobody
 1401 N 1st Ave
 Melrose Park, IL 60160
 Business Phone: (708) 845-2013
 areatowinginc@yahoo.com

ID # 7881250

Vehicle Info 2013 Ford -E250 Econoline 1FDXE4FS3DDA38932 Ext. Color: Oxford White - 6466 License: 8 068 01 IL Mileage In/Out: 91592.5/0.0 Body Type: Cargo Van 138 Engine: 5.0L 8 Cyl Gas Carbureted Drive Type: 2WD Production Date: MAY-2013 Stock #: uint 508	Owner Maywood Fire Department : (708) 343-5595 700 ST Charles Rd Maywood , IL 60153	Insurance Company Inspection Date: 07/27/2020 Point Of Impact: Front
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Order	Description	Part Number	Price	Labor
FRONT BUMPER				
1	Replace	FRT LWR BUMPER VALANCE PANEL	8C2Z 17626 AA	\$111.13 0.4 hrs. Body
2	Replace	FRT BUMPER LICENSE PLATE BRACKET	8C2Z 17A385 AA	\$31.75 0.2 hrs. Body
COWL & DASH				
3	Replace	L COWL/DASH COWL TOP GRILLE	8C2Z 15022A69 AA	\$89.49 0.5 hrs. Body
4	Replace	R COWL/DASH COWL TOP GRILLE	8C2Z 15022A68 AA	\$90.20 0.5 hrs. Body
FRONT DOOR				
5	Repair	L FRT DOOR SHELL		2 hrs. Body 2.6 hrs. Paint panel 1.0 hrs. Refinish
		1 hrs. Clearcoat		
OTHER				
6	Replace	FRONT CLIP	LKQ	\$5,760.00 58 hrs. Body
7	Replace	KIT AMB CORNER LIGHT		\$13.42 0.5 hrs. Body
8	Replace	LIGHT CORNER		\$70.04 0.2 hrs. Body
9	Replace	EXTRU RUBBER SKIRTP		\$12.38 0.5 hrs. Body
10	Replace	SPACER NYLON STAND OFF DISC (\$9.10 x 11)		\$100.10 1 hrs. Body
11	Replace	RAIL SKIRT ALUM		\$41.44 0.5 hrs. Body
12	Replace	SKIRTAIL STRIP		\$9.21 0.3 hrs. Body
13	Replace	TAPE REFLEC WHITE		\$17.02 1 hrs. Body
14	Replace	FENDER FLARE HIDDEN FLANGE		\$80.00 0.5 hrs. Body
15	Replace	WELTING FENDER		\$9.28
16	Replace	SPEAKER		\$477.90 2 hrs. Body
17	Replace	LIGHT 7L SUP LED RED		\$151.32 1 hrs. Body
18	Replace	700 SERIES CHROME FLANGE KIT		\$14.82 0.2 hrs. Body
19	Replace	MIRROR HT RMT FROD AIRPORT R/S		\$531.58 1.5 hrs. Body
20	Repair	BOX		2 hrs. Body 1 hrs. Paint panel 0.4 hrs. Refinish
		0.4 hrs. Clearcoat		
21	Repair	LF BOX DOORS	326	5 hrs. Body

Customer: Maywood Fire Department

		1.4 hrs. Clearcoat		3.5 hrs. Paint panel
22	Replace	WHEEL COVERS	\$186.00	1.4 hrs. Refinish
23	Replace	STRIPING	\$500.00	1 hrs. Body

Totals

Type	Labor Time	Cost	Total	Taxable
Body Labor	78.8	\$54.00	\$4,255.20	
Paint Labor	9.9	\$54.00	\$534.60	
Paint Supplies	9.9	\$25.00	\$247.50	✓
LKQ Parts			\$5,760.00	✓
OEM Parts			\$2,537.08	✓
Taxable Amount			\$8,544.58	
Nontaxable Amount			\$4,789.80	
Grand Total			\$13,334.38	

Done

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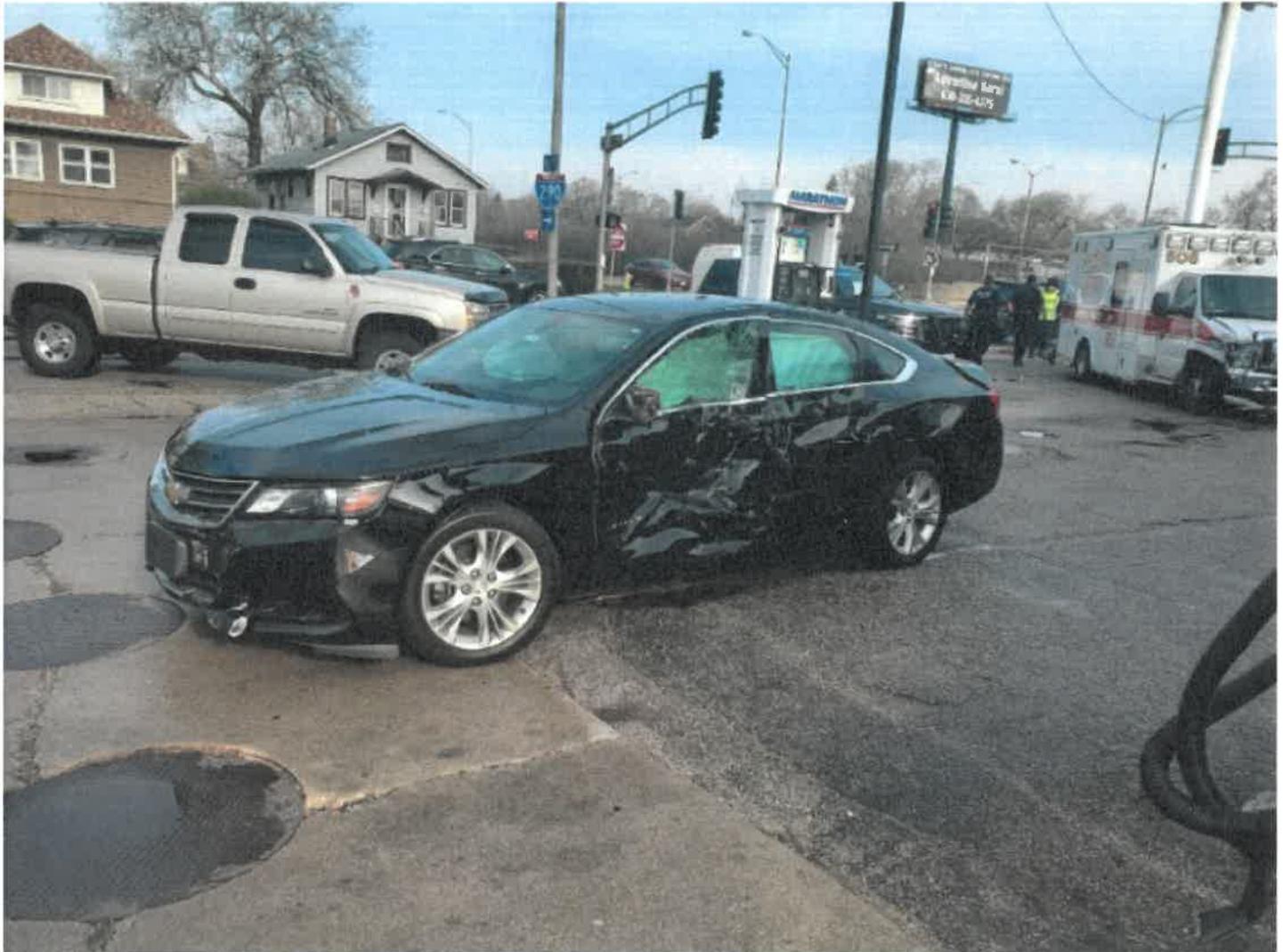
Done

15 of 22



Done

20 of 22



Done

15 of 22



Done

1 of 3



Done

4 of 6



Done

6 of 8



Done

5 of 8



335



§ 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.

§ 150.027 BOARDING WINDOWS AND DOORS.

(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)

§ 130.23 LOITERING.

It shall be unlawful to:

(A) Stand, sit or lie in or upon any public or quasi-public sidewalk, street, curb, crosswalk, walkway area, mall or private property utilized for public use, so as to hinder or obstruct unreasonably the free passage of pedestrians thereon or so as to prevent the free access to the entrance to any building, portion thereof, or tenant space, open to the public; or

(B) Loiter or prowl in a place, at a time, or in a manner not usual for law-abiding individuals under circumstances that warrant alarm for the safety of persons or property in the vicinity. Among the circumstances which may be considered in determining whether such alarm is warranted is the fact that the actor takes flight upon appearance of a peace officer, refuses to identify himself or manifestly endeavors to conceal himself or any object. Unless flight by the actor or other circumstances makes an impracticable, a peace officer shall prior to any arrest for an offense under this division (B) afford the actor an opportunity to dispel any alarm which would otherwise be warranted, by requesting him to identify himself and explain his presence and conduct. No person shall be convicted of an offense under this division (B) if the peace officer did not comply with the preceding sentence, or if it appears at trial that the explanation given by the actor was true and, if believed by the peace officer at the time, would have dispelled the alarm.

(C) Anyone found in violation of this section shall be fined not more than \$750 for each violation.

(Ord. C0-03-05, passed 2-3-2003)

§ 130.24 NO LOITERING ZONES.

(A) It shall be unlawful to stand, sit or lie in or upon any public or quasi-public sidewalk, street, curb, crosswalk, walkway area, mall or private property utilized for public use, for a continuous period of more than 5 minutes in an area determined by the Village to be a "No Loitering Zone" and clearly designated as such by the placement of signs and other indicators clearly establishing that such area is a no loitering zone.

(B) No loitering zones shall be determined by the Chief of Police in his or her discretion, based on requests of residents or business owners, previous history and reports of loitering and the experience of the Police Department of an area as a problem area. Areas designated by the Chief of Police as no loitering zones shall be designated as such by the placement of signs clearly indicating that no loitering is allowed on the public or quasi-public sidewalks or other public areas marked as no loitering zones. The

Police Department shall maintain and make available to the public a list of locations currently designated as no loitering zones.

(C) Anyone found in violation of this section shall be fined not more than \$750 for each violation.

(Ord. C0-03-22, passed 9-8-2003; Am. Ord. C0-07-40, passed 10-16-2007)

§ 130.25 GANG LOITERING.

(A) Whenever a police officer observes a member of a criminal street gang engaged in gang loitering with 1 or more other persons in any public place designated for the enforcement of this section under division (B), the police officer shall, subject to all applicable procedures promulgated by the Chief of Police: inform all such persons that they are engaged in gang loitering within an area in which loitering by groups containing criminal street gang members is prohibited; order all such persons to disperse and remove themselves from within sight and hearing of the place at which the order was issued; and inform those persons that they will be subject to arrest if they fail to obey the order promptly or engage in further gang loitering within sight or hearing of the place at which the order was issued during the next 3 hours.

(B) The Chief of Police shall by written directive designate areas of the Village in which the Chief has determined that enforcement of this section is necessary because gang loitering has enable criminal street gangs to establish control over identifiable areas, to intimidate others from entering those areas, or to conceal illegal activities. Prior to making a determination under this division, the Chief of Police shall consult as he deems appropriate with persons who are knowledgeable about the effects of gang activity in areas in which the ordinance may be enforced. Such persons may include, but need not be limited to, members of the Department of Police with special training or experience related to criminal street gangs; other personnel of that department with particular knowledge of gang activities in the proposed designated area; elected and appointed officials of the area; community-based organizations; and participants in the Maywood Community Alternative Policing Strategy who are familiar with the area. The Chief shall develop and implement procedures for the periodic review and update of designations made under this division.

(C) The Chief of Police shall by written directive promulgate procedures to prevent the enforcement of this section against persons who are engaged in collective advocacy activities that are protected by the Constitution of the United States or the state.

(D) As used in this section:

(1) **GANG LOITERING** means remaining in any 1 place under circumstances that would warrant a reasonable person to believe that the purpose or effect of that behavior

is to enable a criminal street gang to establish control over identifiable areas, to intimidate others from entering those areas, or to conceal illegal activities.

(2) **CRIMINAL STREET GANG** means any ongoing organization, association in fact or group of 3 or more persons, whether formal or informal, having as 1 of its substantial activities the commission of one or more of the criminal acts enumerated in subsection (3), and whose members individually or collectively engage in or have engaged in a pattern of criminal gang activity.

(3) **CRIMINAL GANG ACTIVITY** means the commission, attempted commission or solicitation of the following offenses provided that the offenses are committed by two or more persons, or by an individual at the direction of, or in association with, any criminal street gang, with the specific intent to promote, further or assist in any criminal conduct by gang members: the following sections of the Criminal Code of 1961: 720 ILCS 5/9-1 (murder), 720 ILCS 5/9-3.3 (drug-induced homicide), 720 ILCS 5/10-1 (kidnapping), 720 ILCS 5/10-4 (forcible detention), 720 ILCS 5-11/1.30 (aggravated criminal sexual assault), 720 ILCS 5/12-2(a)(13) (aggravated assault - discharging firearm), 720 ILCS 5/12-4 (aggravated battery), 720 ILCS 5/12-4.1 (heinous battery), 720 ILCS 5/12-4.2 (aggravated battery with a firearm), 720 ILCS 5/12-4.3 (aggravated battery of a child), 720 ILCS 5/12-4.6 (aggravated battery of a senior citizen), 720 ILCS 5/12-6 (intimidation), 720 ILCS 5/12-6.1 (compelling organization membership of persons), 720 ILCS 5/19-6 (home invasion), 720 ILCS 5/18-1 (robbery), 720 ILCS 5/18-2 (armed robbery), 720 ILCS 5/19-1 (burglary), 720 ILCS 5/19-3 (residential burglary), 720 ILCS 5/19-5 (criminal fortification of a residence or building), 720 ILCS 5/20-1 (arson), 720 ILCS 5/20-1.1 (aggravated arson), 720 ILCS 5/20-2 (possession of explosives or explosive or incendiary devices), 720 ILCS 5/24-1(a)(6), (a)(7), (a)(9) or (a)(12) (unlawful use of weapons), 720 ILCS 5/24-1.1 (unlawful use or possession of weapons by felons or persons in the custody of the Department of Corrections facilities), 720 ILCS 5/24-1.2 (aggravated discharge of a firearm), 720 ILCS 5/25-1(d) (mob action - violence), 720 ILCS 5/33-1 (bribery), 720 ILCS 5/33A-2 (armed violence); the Cannabis Control Act, 720 ILCS 550/5, 5.1, 7 or 9 where the offense is a felony (manufacture or delivery of cannabis, cannabis trafficking, calculated criminal cannabis conspiracy and related offenses), or Illinois Controlled Substances Act 720 ILCS 570/401, 401.1, 405, 406.1, 407 or 407.1 (illegal manufacture or delivery of a controlled substance, controlled substance trafficking, calculated criminal drug conspiracy and related offenses).

(4) **PATTERN OF CRIMINAL GANG ACTIVITY** means 2 or more acts of criminal gang activity of which at least 2 such acts were committed within 5 years of each other.

(5) **PUBLIC PLACE** means the public way and any other location open to the public, whether publicly- or privately-owned.

(E) Any person who fails to obey promptly an order issued under division (A), or who engages in further gang loitering within sight or hearing of the place at which such an order was issued during the 3-hour period following the time the order was issued, is subject to a fine of not less than \$100 and not more than \$500 for each offense, or may be required to perform up to 120 hours of community service pursuant to any community service program established or authorized by this Code.

(Ord. C0-02-10, passed 4-15-2002)

§ 130.26 NARCOTICS-RELATED LOITERING.

(A) Whenever a police officer observes 1 or more persons engaged in narcotics-related loitering in any public place designated for the enforcement of this section under division (B), the police officer shall inform all such persons that they are engaged in loitering within an area in which such loitering is prohibited; order all such persons to disperse and remove themselves from within sight and hearing of the place at which the order was issued; and inform those persons that they will be subject to arrest if they fail to obey the order promptly or engage in further narcotics-related loitering within sight or hearing of the place at which the order was issued during the next 3 hours.

(B) The Chief of Police shall by written directive designate areas of the Village in which enforcement of this section is necessary because the areas are frequently associated with narcotics-related loitering. Prior to making a determination under this division, the Chief shall consult as he or she deems appropriate with persons who are knowledgeable about the effects of narcotics-related activity in areas in which the ordinance may be enforced. Such persons may include, but need not be limited to, members of the Department of Police with special training or experience related to narcotics-related activity; other personnel of that department with particular knowledge of narcotics-related activities in the proposed designated area; elected and appointed officials of the area; community-based organizations; and participants in the Maywood Community Alternative Policing Strategy who are familiar with the area. The Chief shall develop and implement procedures for the periodic review and update of designations made under this division.

(C) As used in this section:

(1) **NARCOTICS-RELATED LOITERING** means remaining in any 1 place under circumstances that would warrant a reasonable person to believe that the purpose or effect of that behavior is to facilitate the distribution of substances in violation of the Cannabis Control Act (720 ILCS 550) or the Illinois Controlled Substances Act (720 ILCS 570).

(2) **PUBLIC PLACE** means the public way and any other location open to the public, whether publicly or privately owned.

(D) (1) Any person who fails to obey promptly an order issued under division (A), or who engages in further narcotics-related loitering within sight or hearing of the place at which such an order was issued during the 3-hour period following the time the order was issued, is subject to a fine of not less than \$100 and not more than \$500 for each offense, or imprisonment for not more than 6 months for each offense, or both. A second or subsequent offense shall be punishable by a mandatory minimum sentence of not less than 5 days imprisonment.

(2) In addition to or instead of the above penalties, any person who violates this section may be required to perform up to 120 hours of community service pursuant to any community service program established or authorized by this Code.

(Ord. C0-02-10, passed 4-15-2002)

§ 110.19 PREVENTION OF LOITERING.

(A) It shall be unlawful for the owner or operator of any business operating within the Village to allow any person or persons to stand, sit or lie in or upon any private parking lot, private sidewalk, private walkway area or private property utilized for public use, so as to hinder or obstruct unreasonably the free passage of business patrons or pedestrians thereon or so as to prevent the free access into or out of the entrance(s) of any business premises which is open to the public.

(B) Any owner or operator who violates this section shall be subject to the penalties set forth in § [10.99](#) of this Code. In addition, the holder of a business license for premises where violations of this section are found to have occurred shall be subject to citation and to all penalties provided in § [110.10](#), including but not limited to monetary fines and suspension or revocation of the business license following notice and a hearing pursuant to § [110.17](#).

(Ord. CO-2014-11, passed 4-1-2014)

§ 117.59 LIQUOR IN PUBLIC PLACES: VEHICLES; NO LOITERING.

(A) (1) It is unlawful for any person to drink any alcoholic liquor as defined by law on any public way or in any motor vehicle upon a public way in the Village, and it shall be unlawful for any person to possess or drink any alcoholic liquor in or on a park owned or maintained by the Village, except as provided in subsection (2).

(2) The Local Liquor Control Commissioner may, through the issuance of a Class C license, allow the possession and drinking of alcoholic liquor in a park owned or maintained by the Village on certain specific dates during specific times as part of a picnic, carnival or similar function.

(B) It is unlawful for any person to transport, carry, possess or have any alcoholic liquor in or upon or about any motor vehicle upon any public way in the Village except in the original package and with the seal unbroken.

(C) It shall be a violation of the Village's liquor ordinance for any holder of a liquor license to allow any person or persons to loiter on the licensed premises. The term loiter means: stand, sit or lie in or upon any private parking lot, private sidewalk, private walkway area, or private property utilized for public use, so as to hinder or obstruct unreasonably the free passage of pedestrians thereon or so as to prevent the free access into or out of the entrance(s) of any licensed premises, which is open to the public. A holder of a liquor license who violates this division shall be subject to citation and to all penalties provided in § 117.99, including but not limited to monetary fines and suspension or revocation of his liquor license. Upon presentation to the Local Liquor Control Commissioner of evidence that a holder of a liquor license has been found guilty or entered a plea of guilty in a court of law for violation of this division, the Commissioner shall immediately suspend the liquor license held by that person for a period of 7 days, during which a public hearing shall be held. At the public hearing, a holder of a liquor license who has been found guilty in a court of law or who enters a plea of guilty relative to such a violation shall be subject to all penalties provided in § 117.99, including but not limited to monetary fines and suspension or revocation of his liquor license.

(1997 Code, § 35.33) (Ord. 57-1, passed 1-10-1957; Am. Ord. 78-10, passed 5-25-1978; Am. Ord. 83-16, passed 8-26-1982; Am. Ord. CO-97-07, passed 10-9-1997; Am. Ord. C0-04-20, passed 7-19-2004) [Penalty, see § 10.99](#)

§ 92.24 HIGH GRASS AND WEEDS; TREES AND BUSHES.

(A) *Nuisance.* It shall be unlawful and constitute a public nuisance for any person who owns or controls any real estate to permit nuisance greenery upon the property, including but not limited to allowing grass or weeds to grow on such premises or on the parkways contiguous to such premises to a height of 6 inches or more, or to permit trees or bushes on the property to be untrimmed or otherwise neglected.

(B) *Notice prior to abatement.* The Village shall give to the owner of the property where such public nuisance is found a written notice of the existence of such nuisance and requiring the removal of such nuisance through cutting, trimming or other removal activities within 10 days following such notice. The notice shall also notify the owner of the property that unless such nuisance is removed or compliance otherwise achieved within such 10-day period, the Village will proceed with the removal of such nuisance, and assess the cost thereof against the property owner. Service of such notice shall be by personal service or by certified mail to the person to whom was sent the tax bill for the general taxes for the last preceding year on the property.

(C) *Post-abatement notice; lien.*

(1) Should the Village abate the nuisance through removal, the cost of such removal shall be a lien upon the property affected, superior to all other liens and encumbrances, except tax liens; provided that notice prior to abatement has been given as herein described, and the owner fails to pay the cost and expense incurred following receipt of a post-abatement notice stating the substance of this section, identifying the property by common description, and describing the cutting, trimming or other removal activity. Service of such post-abatement notice shall be by personal service or by certified mail to the person to whom was sent the tax bill for the general taxes for the last preceding year on the property. A notice of lien shall be filed within 1 year after an unreimbursed removal cost and expense is incurred the Village. Notices of lien may be filed by the Village, or person performing the removal by authority of the Village, in his or its own name, and shall be filed in the office of the Recorder of Deeds of Cook County. The notice of lien shall consist of a sworn statement setting out:

(a) A description of the property sufficient for identification thereof;

(b) The amount of money representing the cost and expense incurred or payable for the cutting, trimming or removal, including the related administrative costs and activities;

(c) The date or dates when such cost and expense was incurred by the Village.

(2) However, the lien shall not be valid as to any purchaser whose rights in and to such property have arisen subsequent to the removal and prior to the filing of such

notice, and the lien shall not be valid as to any mortgagee, judgment creditor or other lien or whose rights in and to such property arise prior to the filing of such notice.

(D) *Release of lien.* Upon payment of the cost and expenses, including those costs provided for in § [92.23](#), by the owner of or persons interested in such property after notice of lien has been filed, the lien shall be released by the Village or person in whose name the lien has been filed and the release may be filed of record as in the case of filing notice of lien.

(E) *Minimum penalty.* Any person who violates the provisions of division (A) of this section shall be subject to the penalty provided for violation of this Code. Any person who receives more than 2 violations within the same calendar year for the same property shall receive a ticket from the Village for the minimum citation amount required by law.

(1997 Code, § 12.05) (Ord. 79-10, passed 7-31- 1979; Am. Ord. C0-08-36, passed 8-19-2008; Am. Ord. CO-09-27, passed 10-6-2009; Am. Ord. CO-2012-30, passed 8-21-2012; Am. Ord. CO-2016-15, passed 7-26-2016)

[VILLAGE LETTERHEAD]

September __, 2020

VIA FEDEX (Tracking No. _____)

Verra Mobility
Attn: Chief Operating Officer
1150 N. Alma School Road
Mesa, Arizona 85201

**RE: NOTICE OF TERMINATION OF PROFESSIONAL SERVICES AGREEMENT
REGARDING DIGITAL PHOTO RED LIGHT TRAFFIC ENFORCEMENT BETWEEN THE
VILLAGE OF MAYWOOD AND AMERICAN TRAFFIC SOLUTIONS, LLC (NOW
VERRA MOBILITY)**

To Whom It May Concern:

As you are aware, the Village of Maywood (the "Village") and American Traffic Solutions, LLC ("ATS") are parties to a Professional Services Agreement regarding digital photo red light traffic enforcement dated July 22, 2008 (the "Agreement"), as subsequently amended and/or extended by the First and Second Amendments to the Agreement, dated April 16, 2013 (the "First Amendment") and August 24, 2016 (the "Second Amendment"), respectively. I understand that ATS is now known as Verra Mobility.

Section 6 of the Second Amendment set forth the latest Term of the Agreement, as follows:

"The term of this Agreement shall continue until December 31, 2020. This Agreement shall be automatically extended for additional three (3) year periods unless either Party provides written notice of its intent not to extend the Agreement at least ninety (90) days prior to expiration of the then-current term."

This letter serves as the Village of Maywood's written notice pursuant to Section 6 of the Second Amendment (replacing Section 4(a) of the original Agreement) of its intent NOT to renew the Agreement, as amended, for the additional three (3) year term.

Please note that the Village, in lieu of letting the Agreement expire, may be willing to enter into an amendment that would provide for a one (1) year extension, as opposed to the three (3) years provided for in the Second Amendment. If Verra Mobility is willing to discuss such an

amendment, please let us know. Otherwise, the Agreement, as previously amended, shall terminate on December 31, 2020.

Please contact me upon receipt of this Notice to discuss whether Verra Mobility is interested in an amendment allowing for a one (1) year extension.

Sincerely,

Willie Norfleet, Jr.
Village Manager

cc: President Edwenna Perkins and Board of Trustees (via email)
Police Chief Val Talley (via email)
David Mast, Verra Mobility Senior Account Manager (via email)
Michael T. Jurusik, Village Attorney (via email)

In the spirit of embracing our diverse Village, I would like to propose the Village of Maywood raise the Mexico Flag for National Hispanic Heritage Month from September 15 – October 15, 2020.

Hispanic Heritage Month celebrates the contributions from all Spanish-speaking nations. Let's celebrate our large Mexican population and celebrate Mexican Independence day on September 16.

The screenshot shows the United States Census Bureau website. At the top is a dark blue navigation bar with the logo on the left, a search bar, and menu items: BROWSE BY TOPIC, EXPLORE DATA, LIBRARY, SURVEYS/ PROGRAMS, INFORMATION FOR..., FIND A CODE, and ABOUT US. Below the navigation bar is a breadcrumb trail: // Census.gov > Newsroom > Facts for Features > Hispanic Heritage Month 2020. On the right side of the page, there is a language dropdown menu set to English. On the left side, there is a 'NEWSROOM' sidebar with links: About the Newsroom, Facts for Features, Press Releases, Press Kits, Stats for Stories, Tip Sheets, and Back to Facts for Features. The main content area features a large heading 'Hispanic Heritage Month 2020' with social media icons for Facebook, Twitter, and LinkedIn. Below the heading is the date 'AUGUST 11, 2020' and the release number 'RELEASE NUMBER CB20-FF.07'. The main text describes the observance, its history since 1968, and the dates from September 15 to October 15. It also mentions the independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. A final paragraph notes that the facts are available thanks to the public's participation in U.S. Census Bureau surveys.

United States Census Bureau

Search

BROWSE BY TOPIC EXPLORE DATA LIBRARY SURVEYS/ PROGRAMS INFORMATION FOR... FIND A CODE ABOUT US

// Census.gov > Newsroom > Facts for Features > Hispanic Heritage Month 2020

English

NEWSROOM

- About the Newsroom
- Facts for Features
- Press Releases
- Press Kits
- Stats for Stories
- Tip Sheets
- < **Back to Facts for Features**

Hispanic Heritage Month 2020

AUGUST 11, 2020
RELEASE NUMBER CB20-FF.07

Hispanic Heritage Month recognizes and celebrates the contributions Americans tracing their roots to Spain, Mexico, Central America, South American and the Spanish-speaking nations of the Caribbean have made to American society and culture. The observance was born in 1968 when Congress authorized the president to issue an annual proclamation designating National Hispanic Heritage Week. Just two decades later, lawmakers expanded it to a monthlong celebration, stretching from September 15 to October 15.

The timing is key. Hispanic Heritage Month – like its shorter precursor – always starts on September 15, a historically significant day that marks the anniversary of independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. The designated period is also a nod to those from Mexico and Chile, which celebrate their independence on Sept. 16 and Sept. 18, respectively.

The following facts are available thanks to the public's invaluable participation in U.S. Census Bureau surveys. We appreciate the information shared by each respondent as we continuously count and measure America's people, places and economy.



MyCivic

MyCivic™ is a comprehensive mobile app designed to promote civic engagement and enhance the quality of life in your community. By placing all of your public-facing engagement tools in a single app, residents will be better connected and play a more active role in the area they call home. You have the freedom to incorporate your own branding and maintain complete control over your content — an approach that allows you to specifically tailor messaging to your community — and your community members can choose when and how to interact with your organization.

Whatever you want to communicate, MyCivic offers a comprehensive, affordable, and easy-to-use mobile app experience for you and the people you serve.

Put Power in Your Community's Hands

With MyCivic, you stay connected with your residents and share the services, resources, and information your organization has to offer. App users can find local news, events, and job postings, and easily locate parks and trails with built-in maps and geolocation services. The app's two-way communication options keep residents informed of the information that's important to them, and provides a way for elected officials and leaders to connect with their communities.

Push Notifications: Communicate up-to-the-minute information, such as city office closings or storm alerts, which can be pushed to community members in a particular zip code or geo-located area in real time.

Calendar Feeds: Administrative users can create their own one-time or recurring events, while residents can add the event to their mobile device's native calendar.

Continued on reverse



Your MyCivic app will stand out with your brand incorporated into the design.

Key Features for Organizations

- Manage one app for your organization
- Create targeted push notifications
- Send surveys and feedback forms
- Provide interactive maps
- Develop virtual tours
- Offer two-way communication with citizens

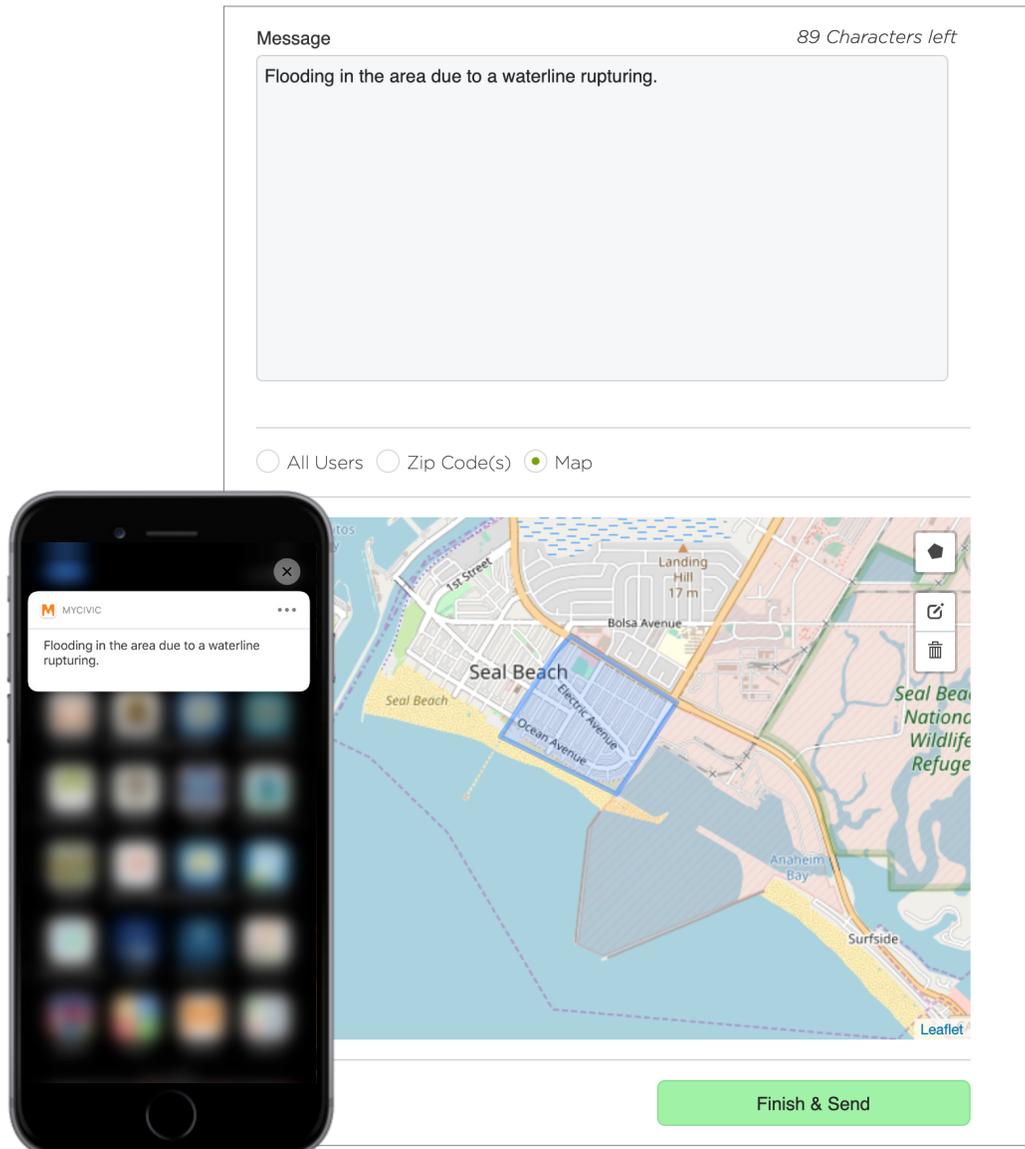
Key Features for Community Members

- Find information
- View event calendars
- Receive real-time notifications
- Find public transportation options
- Map community facilities
- Manage profile preferences
- Provide feedback and suggestions
- Make payments

For more information, visit

www.tylertech.com

or email info@tylertech.com



Push notifications provide a cost-effective way to communicate important information in real time.

News and Multimedia: Choose how you'd like to gather and display content from various sources. MyCivic supports RSS feeds, Facebook®, Instagram®, Twitter®, YouTube®, and photo albums.

People and Information: Residents can quickly and easily search for an elected official, organizational staff, or a community group through directories. New community members can access additional information specific to their needs.

Maps: Through GIS integration, create a walking tour of your community, develop a walk-through of popular or historic local sites, pinpoint event locations, and generate public transportation maps.

Surveys: Give your community a voice through customizable surveys and feedback forms.

Interested in learning more? Give us a call at 800.646.2633 or visit www.tylertech.com.

Invoice Date	Invoice Number	Invoice Amount	Adjustment Amount	Discount Taken	Check Amount	Balance	
06/01/2019	268-190601	10,570.00	.00	.00	10,570.00-	.00	
05/27/2020	268-200601	11,150.00	.00	.00	11,150.00-	.00	Syste
		21,720.00	.00	.00	21,720.00-	.00	



MyCivic 311

MyCivic 311™ is a comprehensive request management system designed to enhance citizen engagement by giving citizens the power to report issues, ask questions, and monitor resolutions 24/7/365. Staff can easily track, manage, respond, and analyze issues and service requests while real-time status and resolution updates keep citizens informed and reduce office phone calls.

Empower Your Community

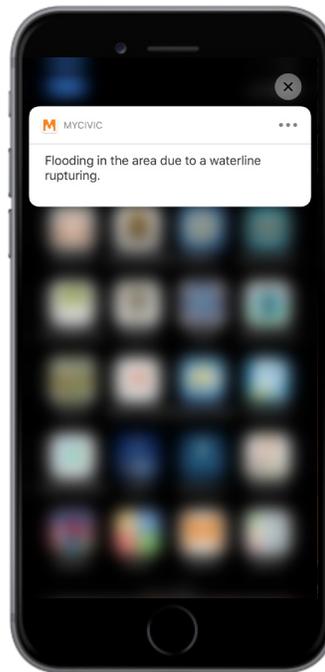
From potholes or graffiti to a malfunctioning traffic light, MyCivic 311 enables citizens to submit incidents or requests anytime, anywhere on their mobile device, your organization's website, or Facebook page.

To submit a report, citizens simply select the type of issue, enter accompanying notes, attach photos, and notify staff with the click of a button. Once an issue is submitted via your organization's website or Facebook® page, citizens will be kept updated of resolution status through real-time emails. Additionally, citizens who submit issues or service requests through your organization's app will receive push notifications throughout the process.

Achieve Greater Office Efficiency and Make More Informed Decisions

Once an issue has been reported, MyCivic automatically generates an email or push notification to staff within the appropriate department. Past-due or unresolved issues can be escalated, and automated responses can be generated for recurring issues.

Continued on reverse



Push notifications and real-time emails keep citizens up to date throughout the issue resolution process.

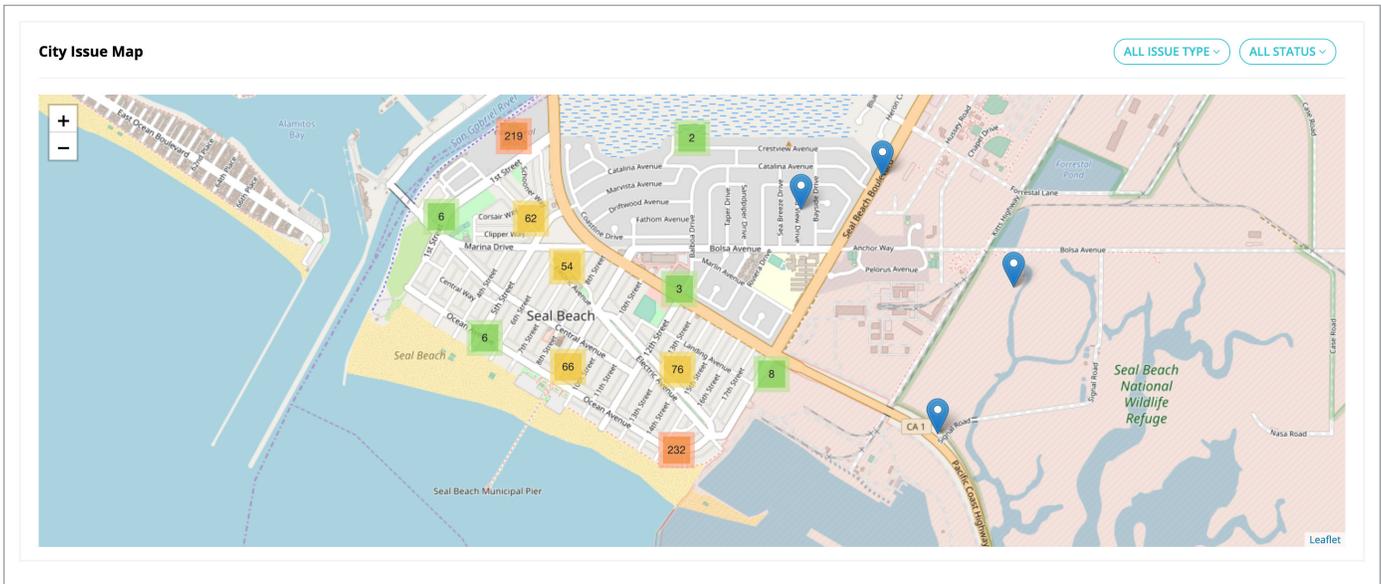
Highlights of MyCivic 311

- Receive, manage, and resolve issues
- Enable residents to report issues or ask a question via their mobile device, your organization's website, or Facebook
- Send real-time updates regarding issue status and resolutions
- Map and analyze incidents
- Create reports and dashboards to facilitate informed decision-making

For more information, visit

www.tylertech.com

or email info@tylertech.com



Heat maps offer staff a bird's eye view of issue locations and trends in their community.

Issues are seamlessly tracked from start to finish, delivering immediate insight into what's happening in your community. Robust reporting and analytics, along with heat maps identifying issue locations and trends, give staff the information they need to make informed, community-centric decisions.

Note: MyCivic 311 can be sold as a standalone or in addition to the MyCivic app, which enables push notification functionality.

Interested in learning more? Give us a call at 800.646.2633 or visit www.tylertech.com.



Quoted By: Brandon Swanson
 Quote Expiration: 1/10/2021
 Quote Name: Village of Maywood, IL- Updated MyCivic
 Quote Number: 2020-113192
 Quote Description: MyCivic Quote

Sales Quotation For

Nathaniel Booker
 Village of Maywood
 40 Madison St
 Maywood , IL 60153-2323
 Phone: +1 (708) 450-6300
 Email: nbooker@maywood-il.org

Tyler Software and Related Services - Annual

Description	One Time Fees			Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion	
MyCivic				
MyCivic Citizen Engagement	0	\$0	\$0	\$6,000
MyCivic 311	0	\$0	\$0	\$5,000
<i>Sub-Total:</i>		\$0	\$0	\$11,000
TOTAL:	0	\$0	\$0	\$11,000

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
MyCivic Citizen Engagement - Implementation Fee	1	\$2,900	\$2,900	\$0
MyCivic 311 - Implementation Fee	1	\$2,900	\$2,900	\$0
TOTAL:			\$5,800	\$0

Summary

	One Time Fees	Recurring Fees
Total Tyler Annual	\$0	\$11,000
Total Tyler Services	\$5,800	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$5,800	\$11,000

Comments

The App will have the following features at launch:

myCivic Citizen Engagement:

- Custom Appearance
- People & Information module(s)
- Places & Classes module(s)
- City News; RSS feeds, Facebook, Instagram, Twitter, YouTube, and photo albums
- Calendar feeds
- Interactive maps
- Push Notifications with geo targeting
- HTML URL pages (Online bill payment, email sign-ups, forms in webpages)
- Opinions citizen feedback module
- Content Management System allowing dynamic content additions, changes, & updates

myCivic 311:

- Incident reporting In-app & web plugin
- Citizen facing MyReports
- Staff App for field workers
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION
MEMORANDUM

TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood
FROM: Michael A. Marrs
DATE: September 1, 2020
RE: Maywood Park District Intergovernmental Agreement – Turnover of Parks

On March 18, 2020, following discussion and direction by the Board of Trustees, I forwarded a draft INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT RELATIVE TO THE CONVEYANCE OF VILLAGE-OWNED PARK PROPERTY, EQUIPMENT AND FACILITIES to the Park District Director and Park District Attorney.

On August 25, 2020, the Park District attorney returned the Draft IGA with some comments and edits. A copy of her redlined draft is attached.

As a reminder, the draft Intergovernmental Agreement (the "IGA") implements the two-phased conveyance of Village-owned Parks to the Park District, as discussed at the February 26, 2020 Special Village Board meeting. Under the draft IGA, the following Parks would be conveyed in Phase I during 2020, and in Phase II during 2021:

PARKS TO BE CONVEYED DURING PHASE I IN 2020:

- Connor-Heise Memorial Park – 10th Avenue and Washington Blvd.
- Winfield Scott Park – 19th Avenue and Maywood Drive
- Waterworks Park – 9th Avenue and Maywood Drive

PARKS TO BE CONVEYED DURING PHASE II IN 2021:

- Stannard Park (a/k/a Lexington Park) – 5th Avenue and Lexington
- Bataan Park – 22nd Avenue and Lexington
- Tot Lot Park – 4th Avenue and Huron

The Park District, in its response draft, makes the following edits, comments and proposals:

- The draft IGA allows the Village, in its discretion and at its cost, to extend and collect a recreation-related tax levy as part of its general tax levy for purposes of insuring, maintaining and operating the Village's properties, buildings and facilities that are retained by the Village, as well as insuring, maintaining and operating various Village Recreation Services at those locations, as well as for the purpose of repaying the Village's General Fund for certain interfund loans made to the Village's Recreation Fund in prior years.
 - The Park District, in its response, requests that there be a schedule or tentative estimate included as an exhibit to the IGA setting forth the retained recreational properties, estimated operational expenses of the Village, and a record of outstanding interfund loans. See comment to Section 3.F. at page 5.

- We request that Village staff prepare a responsive document that addresses the Park District's concerns and information requests.
- The Park District proposes to delete a provision making the Park District, at its cost, responsible for providing all security measures designed to maintain security and safety at all Park District Parks and Facilities within the Village. See Section 4.F. at page 6.
 - We have no objection to this proposal, as the Park District no longer operates a police force and the Maywood Police Department would simply continue to monitor the parks while on patrol, as it currently does.
- The Park District seeks copies of all existing Village leases of park property for their review prior to any transfer. See comment to Section 4.G. at page 6.
 - We can work with Village staff to gather the responsive documents to share with the Park District.
- The Park District seeks to delete restrictions prohibiting properties transferred to the Park District from being sold, conveyed or leased for private residential, commercial, industrial or manufacturing development or purposes, or for any other non-recreational purposes, and to replace that prohibition with a prohibition on using the properties in any manner prohibited by the Illinois Park District Code. See edits to Sections 4.H. and I. at pages 6-7.
 - We are reviewing the impact of this change, and the applicable language of the Park District Code. So long as we determine that the proposed modifications ultimately protect the Village's intent of the property reverting back to the Village at no cost or charge to the Village, and at the Village's option, if any prohibited sale, conveyance, license or lease for non-park purposes is proposed, we would have no issue with this modification.
- The draft IGA provides that the park properties are being conveyed "as-is." The Park District asks that the Village conduct inspections prior to transfer to identify any existing code violations that will need to be corrected. See comment to Section 4.K. at page 7.
 - We have no issue with this modification.
- The Park District proposes that each party have the ability to retain their own defense counsel should the need to defend the other party arise under the proposed indemnification paragraphs. See comment to Section 6 at page 8.
 - We have no issue with this modification.

After we receive input from the Village Board and Village staff regarding the above items and respond back to the Park District, we anticipate that the final version of the IGA can be ready for action by the Village Board and the Park District Board within the next thirty (30) days, which would allow the Phase I property conveyances to be completed during year 2020.

If there are any questions, please contact us.

Michael

Enclosure

cc: Viola Mims, Village Clerk (w/ encl.)
 Willie Norfleet, Jr., Village Manager (w/ encl.)
 Michael T. Jurusik, Village Attorney (w/ encl.)

**August 25, 2020 Draft –
Showing Park District redlining and comments
in response to KTJ March 11, 2020 Draft**

DRAFT 3-11-2020

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT
RELATIVE TO THE CONVEYANCE OF
VILLAGE-OWNED PARK PROPERTY, EQUIPMENT AND FACILITIES**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2020, by and between the VILLAGE OF MAYWOOD, an Illinois municipal corporation (the "Village") and the MAYWOOD PARK DISTRICT, an Illinois unit of local government (the "Park District").

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Village and the Park District are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Village has traditionally provided, within its corporate boundaries, a wide range of recreational services for the citizens of Maywood, including the provision of and maintenance of certain parks and recreational facilities and offering of certain recreation programs (collectively the "Village Recreation Services"); and

WHEREAS, the Park District has traditionally provided, within its corporate boundaries, which formerly were coextensive with only a portion of the corporate boundaries of the Village of Maywood, a wide range of recreational services for the residents within its jurisdictional boundaries, including the provision and maintenance of certain parks and recreational facilities and offering of certain recreation programs (collectively the "Park District Recreation Services"); and

WHEREAS, the Park District desired and proposed, through the annexation procedure set forth in Section 3-3(a) of the Park District Code (70 ILCS 1205/3-3a), for the Park District to expand its corporate boundaries to be coextensive with the corporate boundaries of the Village upon submittal of a referendum to the voters and approval of such referendum (the "Referendum"); and

WHEREAS, the Referendum received a majority of favorable votes at the election held on November 7, 2006, and the Referendum result and annexation were subsequently confirmed and executed in conformance with statutory requirements; and

WHEREAS, the Village and Park District have, from time to time over the ensuing years, attempted to reach an agreement on the conveyance of title to certain Village-owned park property, park equipment and recreation facilities, but have not been able to previously agree on the details of such conveyance; and

WHEREAS, the Village and Park District have recently shown renewed resolve to reach an agreement, have engaged in productive negotiations on the issues of conveyance, and now desire to memorialize the details related to the conveyance of title, in phases, to certain Village-owned park property, park equipment and recreation facilities (collectively, the "Village Park Property, Equipment and Facilities," as specifically defined in Section 2 below), to the Park District in order to allow the Park District to provide Park District Recreation Services throughout the co-extensive boundaries of the Village and Park District; and

WHEREAS, upon conveyance of the Village Park Property, Equipment and Facilities by the Village to the Park District, the Park District shall offer recreational services to the Village residents and public in conformance with and pursuant to its authority under the Illinois Park District Code, 65 ILCS 1205/1-1 *et seq.*, and the Village may continue to provide certain limited Village recreation services in conformance with and pursuant to its authority under the Illinois Municipal Code, 65 ILCS 5/11-95-1 *et seq.*; and

WHEREAS, the Village and the Park District find that it is in the best interests of the Village, the Park District, the Village residents and the public, to memorialize the procedure for the phased conveyance of title to certain Village-owned park property, park equipment.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein contained, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **INCORPORATION OF PREAMBLES**: Each of the whereas paragraphs contained in the Recitals section above are incorporated herein and made a part of this Agreement.
2. **DEFINITIONS**: Unless the context clearly requires otherwise, the terms set forth below shall have the following meanings:
 - A. "Date of Conveyance" means the date of conveyance in a deed or bill of sale of any particular Village Park Property, Equipment or Facility from the Village to the Park District.
 - B. "Phase I Properties" means the following Village Park Property, Equipment or Facility, as further described in **Group Exhibit No. 1**:

Connor-Heise Memorial Park – 10th Avenue and Washington Blvd.

Winfield Scott Park – 19th Avenue and Maywood Drive
Waterworks Park – 9th Avenue and Maywood Drive (Note: Portion of Waterworks Park Area containing the Village Pump Station Facility and Underground Water Reservoir shall not be conveyed to the Park District)

- C. "Phase II Properties" means the following Village Park Property, Equipment or Facility, as further described in **Group Exhibit No. 1**:

Stannard Park (a/k/a Lexington Park) – 5th Avenue and Lexington
Baatan Park – 22nd Avenue and Lexington
Tot Lot Park – 4th Avenue and Huron

- D. "Village Park Property, Equipment and Facilities" means the real property and improvements thereon, personal property, equipment and recreation facilities currently owned by the Village that are authorized to be conveyed to the Park District pursuant to the terms and conditions of this Agreement, and as legally described and listed and depicted in **Group Exhibit No. 1** attached hereto and incorporated herein by reference, and as depicted on the Plats of Survey of the various park properties also attached hereto as **Group Exhibit No. 2** and incorporated herein by reference. Any Village-owned park property, equipment and facilities other than as set forth in **Group Exhibit No. 1** are specifically excluded from this definition and from coverage under this Agreement. The parties will conduct site inspections to identify such property and the property shall be listed in Group Exhibit No. 3.

Comment [RS1]: What does this specifically include? It is the park district's position that all Village owned property that is not being conveyed should be removed and the park district should not be responsible for it. Minimally, such property needs to be identified. A walk-through could achieve this.

3. **VILLAGE OBLIGATIONS:** Following the Effective Date of this Agreement, the Village, at its cost, shall:

Field Code Changed

- A. Direct the Village staff and the Village Attorney to prepare the necessary documents to complete the phased conveyance of title relative to the Village Park Property, Equipment and Facilities described in **Group Exhibit No. 1** and shown on the surveys comprising **Group Exhibit No. 2** to the Park District and the assignment of any leases or licenses or other agreements, if any, that affect the use, ownership or title to such Village Park Property, Equipment and Facilities.
- B. Convey title to the Phase I Village Park Property, Equipment and Facilities to the Park District at a closing to occur on a date mutually agreed upon by the parties in writing, but no later than December 31, 2020 (the "Phase I Closing"), unless extended by mutual agreement of the Parties, or by circumstances beyond the control of the Parties. Title to the Phase I Village Park Property, Equipment and Facilities shall be conveyed by quitclaim deed to the Park District in "AS-IS, WHERE-IS" condition (including all existing environmental conditions of the soil and the

groundwater-). The Village shall not make any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Phase I Village Park Property, Equipment and Facilities. Except as detailed elsewhere in this Agreement, including in Section 5, there shall be no purchase price, fee or charge paid by the Park District to the Village for these conveyances other than the recitation of "nominal consideration" in the quitclaim deeds.

- C. Convey title to the Phase II Village Park Property, Equipment and Facilities to the Park District at a closing to occur on a date mutually agreed upon by the parties in writing, but no later than December 31, 2021 (the "Phase II Closing"), unless extended by mutual agreement of the Parties, or by circumstances beyond the control of the Parties. Title to the Phase II Village Park Property, Equipment and Facilities shall be conveyed by quitclaim deed to the Park District in "AS-IS, WHERE-IS" condition (including all existing environmental conditions of the soil and the groundwater). The Village shall not make any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Phase II Village Park Property, Equipment and Facilities. Except as detailed elsewhere in this Agreement, including in Section 5, there shall be no purchase price, fee or charge paid by the Park District to the Village for these conveyances other than the recitation of "nominal consideration" in the quitclaim deeds.
- D. Prepare any and all customary conveyance and closing documents including, but not limited to, title commitments, plat of survey, quitclaim deeds, affidavits of title, ALTA statements, bill of sale, closing statement, State, county and Village real estate transfer documents (marked as exempt transactions). Costs related to closing are detailed in Section 5. The Village shall deliver executed assignments prepared by the title company of any leases, licenses and other agreements for the Village Park Property, Equipment and Facilities at the Phase I and Phase II Closings, as applicable.
- E. Until the date of the conveyance of any Village Park Property, Equipment and Facilities to the Park District, unless otherwise agreed with the Park District, the Village, at its cost, shall be responsible for insuring, maintaining and operating of the Village Park Property, Equipment and Facilities and Park Programs and Village Recreation Services. Subsequent to the conveyance of any Village Park Property and Facilities to the Park District, the Park District, at its cost, shall be responsible for the insuring, maintaining, staffing and operating of the conveyed Village Park Property, Equipment and Facilities and Village Recreation Services. Maintenance, as used in this Section, includes, but is not limited to, any Spring preparation work necessary to prepare a Village Park Property for regular seasonal use, including, but not limited to, initial clean-up, and

aeration and seeding, to the extent deemed necessary by the Village's Director of Public Works. Any Village obligation to perform Spring preparation work, like other maintenance obligations, terminates upon conveyance of a Park Property,

- F. The Parties agree that the Village, in its discretion and at its cost, may continue to extend and collect a recreation-related tax levy as part of its general tax levy for purposes of insuring, maintaining and operating the Village's properties, buildings and facilities that are retained by the Village, as well as insuring, maintaining and operating various Village Recreation Services at those locations, and further for purposes of repaying the Village's General Fund for certain interfund loans made to the Village's Recreation Fund in prior years.

Comment [RS2]: The park district cannot plan for future budgets without knowing what the Village plans to levy for recreation. The park district requests that there be a schedule or tentative estimate included as an exhibit to the agreement setting forth the retained recreational properties, estimated operational expenses, and record of outstanding interfund loans.

4. **PARK DISTRICT OBLIGATIONS:** Following the Effective Date of this Agreement, the Park District, at its cost, shall:

- A. Accept the conveyance of title, in a form acceptable to the Park District, by the Village of the Phase I Village Park Property, Equipment and Facilities at the Phase I Closing to occur on a date mutually agreed upon by the parties in writing, but no later than December 31, 2020, unless extended by mutual agreement of the Parties, or by circumstances beyond the control of the Parties.
- B. Accept the conveyance of title, in a form acceptable to the Park District, by the Village of the Phase II Village Park Property, Equipment and Facilities at the Phase II Closing to occur on a date mutually agreed upon by the parties in writing, but no later than December 31, 2021, unless extended by mutual agreement of the Parties, or by circumstances beyond the control of the Parties.
- C. Take corporate action, prior to the Phase I and Phase II Closings, to approve, authorize and direct a Park District official to execute customary closing documents and any forms regarding the assignment of any leases, licenses and other agreements for the Village Park Property, Equipment and Facilities identified prior to the Phase I or Phase II Closings.
- D. Upon conveyance of any Village Park Property, Equipment and Facilities to the Park District, the Park District, at its cost, shall be responsible for insuring, maintaining and operating the Village Park Property, Equipment and Facilities and Village Recreation Services, as well as the Park District Recreation Services traditionally offered by the Park District. Prior to the conveyance, and unless otherwise agreed in writing with the Park District, the Village, at its cost, shall be responsible for insuring, maintaining and operating the Village Park Property, Equipment, and Facilities and Village Recreation Services.

E. Upon conveyance of any Village Park Property, Equipment and Facilities to the Park District, maintain the Village Park Property, Equipment and Facilities conveyed to it in good order, condition and repair. Such repairs and maintenance shall include, but are not limited to, ensuring that the grass, landscaping and other vegetation at all Park Property is regularly kept neatly trimmed and in good condition and replaced as necessary, collecting the garbage at all Park Property on a regular basis and ensuring that all litter in all Park Property is similarly collected on a regular basis, and the making of all necessary repairs or replacements to all Park Property playground and other recreational equipment so that such playground and equipment is kept and maintained in a clean manner, and free of graffiti and in good working order.

~~F. Upon conveyance of any Village Park Property, Equipment and Facilities to the Park District, the Park District, at its cost, shall be responsible for providing all security measures designed to maintain security and safety at all Park District Parks and Facilities within the Village.~~

G. Accept title to the Village Park Property, Equipment and Facilities in "AS-IS, WHERE-IS" condition, including all existing environmental conditions of the soil and the groundwater, and subject to all existing leases, licenses and other agreements relating to the Village Park Property, Equipment and Facilities as indicated in the attached Lease Schedule. The Park District further acknowledges and agrees that the Village is not making any warranties or guarantees of any kind regarding the suitability or fitness of the Village Park Property, Equipment and Facilities, and agrees to waive any claims, suits, actions and causes of action of any kind that it has or could have against the Village relative to the condition, operation or use of the Village Park Property, Equipment and Facilities.

Comment [RS3]: The park district wants to know what leases are currently in existence and would like copies of the leases before this agreement can be approved.

H. Acknowledge and accept that no Village Park Property, Equipment and Facilities conveyed pursuant to this Agreement shall be sold, conveyed, ~~or leased or used in any manner prohibited by the Illinois Park District Code (IPDC) for private residential, commercial, industrial or manufacturing development or purposes, or for any other non recreational purpose.~~ In addition, no sale or conveyance of Village Park Property, Equipment and Facilities conveyed pursuant to this Agreement can be made with another public entity other than the Village. The Park District may, however, lease or license Village Park Property, Equipment and Facilities after the date of conveyance to persons or organizations for any recreational purposes, community events or public or private social events or any use permitted by the IDPC.

I. Accept title to the Village Park Property, Equipment and Facilities subject to a reverter clause in all real and personal property deeds which provides

that should the Park District attempt to sell, convey, license, lease or otherwise transfer any occupancy or ownership interest in all or any portion of said Village Park Property, Equipment and Facilities to another public entity other than the Village, or for any use prohibited by the IPDC private residential, commercial, industrial or manufacturing development or purposes, ownership of said Village Park Property, Equipment and Facilities (or portion thereof) may, upon the demand of the Village, revert to the Village of Maywood, and in such case the Park District shall be obligated to convey title by warranty deed to the particular park land and all improvements thereon at no cost or charge to the Village in AS-IS, WHERE-IS condition. The Park District shall provide notice to the Village of intent to sell, convey, license, lease or transfer occupancy or ownership interest. The Village shall make a written demand to revert said property within 30 days after receipt of notice. A reverter clause that contains the text of this Section shall be included in each deed conveying Village Park Property, Equipment and Facilities to the Park District. The Park District may, however, lease or license Village Park Property, Equipment and Facilities after the date of conveyance to persons or organizations for any recreational purposes, community events or public or private social events and for any use consistent with the Illinois Park District Code.

- J. Upon conveyance of any Village Park Property, Equipment and Facilities to the Park District, the Park District shall be solely responsible for the costs and maintenance of providing all utilities servicing the Village Park Property, Equipment and Facilities, including water and sewer service provided by the Village, electricity, air conditions, lighting, and maintenance of light poles and bulbs, telephone, etc.
- K. Comply with all Village Building and Zoning Code provisions, and all other applicable Village Code provisions, rules and regulations, in the building, alteration or removal of any building or structure on property conveyed pursuant to this Agreement or within any other Village Park Property. The Village, at its expense, shall conduct inspections of the facilities conveyed pursuant to this Agreement and provide inspection reports identifying existing code violations prior to conveyance of the Village Park Property.

5. **CONVEYANCE PRICE; FEES:** Other than the costs detailed herein, or as otherwise agreed in writing between the Village and Park District subsequent to the effective date of this Agreement, the conveyance of the Village Park Property, Equipment and Facilities to the Park District shall be at no cost or charge. At the Phase I and Phase II Closings, survey costs, and other customary closing-related costs, fees and charges shall be shared equally between the Parties, with each Party to bear its own legal costs for any and all attorneys' fees. Each Party shall pay their customary title charges, with the costs of a New York Style escrow closing to be shared equally between the Parties. The Park District shall pay the cost of any special endorsements for title insurance.

Comment [RS4]: We understand that any future alterations would have to comply with applicable codes. If the properties are conveyed AS-IS, the park district would like inspection reports to document the condition of the properties and confirm whether the Village properties are currently out of compliance with applicable codes.

6. **INDEMNIFICATION:** As a material inducement for the Village to enter into this Agreement, the Park District agrees that it shall defend, indemnify and hold harmless the Village and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers (the "Village Affiliates") from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, where the event forming the basis of the claim occurred upon or subsequent to the Date of Conveyance to the Park District of the particular Village Park Property, Equipment and Facilities involved, or at any time for loss or damage of any kind resulting from the Park District's failure to comply with any provision of this Agreement. In addition, the Park District agrees to accept title to the Village Park Property, Equipment and Facilities in "AS-IS, WHERE-IS" condition, including all existing environmental conditions of the soil and the groundwater, agrees that the Village is not making any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Village Park Property, Equipment and Facilities, and agrees to waive any claims, suits, actions and causes of action of any kind that it has or could have against the Village relative to the Village Park Property, Equipment and Facilities and condition thereof, except as may be otherwise provided in this Agreement. The Park District retains the right to select and assign defense counsel under this provision.

As a material inducement for the Park District to enter into this Agreement, the Village agrees that it shall defend, indemnify and hold harmless the Park District, and its officers, appointed and elected officials, Park Commissioners, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers (the "Park District Affiliates") harmless from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, for any claim with an originating date prior to the Date of Conveyance to the Park District of any particular Village Park Property, Equipment and Facility or at any time for loss or damage of any kind resulting from the Village's failure to comply with any provision of this Agreement. The Village retains the right to select and assign defense counsel under this provision.

7. **TERM AND TERMINATION:** The Term of this Agreement shall commence on the date of its execution by the last signatory (the "Effective Date") and shall terminate thirty (30) days following the Phase II Closing from the Village to the Park District of the Phase II Village Park Property, Equipment and Facilities

contemplated to be conveyed pursuant to this Agreement, except the provisions of Section 3 (Village Obligations), Section 4 (Park District Obligations) and Section 6 (Indemnification) shall survive the termination of this Agreement. This Agreement may be terminated by mutual agreement of the parties in writing.

8. **DEFAULT:** In the event that either party fails to perform under this Agreement, the other party shall notify the non-performing party of the default, in writing, setting forth the nature of the default. The party that has failed to perform shall have seven (7) days after receipt of the notice to correct such failure or take substantial steps toward correcting the failure. If, after seven (7) days, the default has not been corrected, or substantial steps have not been taken to correct the default, the party serving the notice may then declare the Agreement terminated.

In the event of a breach by either party, the non-breaching party reserves the right to pursue any legal or equitable remedies available, including specific performance, but neither party shall be entitled to seek or receive economic or non-economic damages or consequential damages for any action brought pursuant to or in any way related to any matter or obligation contained in this Agreement.

It is specifically noted that any attempt by the Park District to sell, license, lease or otherwise convey a property interest in any of the properties conveyed pursuant to this Agreement in contravention to the terms of Section 4 is a breach that may, upon demand from the Village, trigger the reverter clause in the conveying deeds.

9. **NOTIFICATION:** All notices required to be provided under this Agreement shall be in writing and served either (a) personally during regular business hours; or (b) by overnight courier; or (c) by registered or certified mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally or by overnight courier shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service or upon a refusal to accept delivery. All notices shall be addressed as follows:

The Village:

Willie Norfleet, Jr.
Village Manager
Village of Maywood
40 E. Madison Street
Maywood, Illinois 60153
Telephone (708) 450-6301

With a copy to:

Michael T. Jurusik
Village Attorney
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Telephone (312) 984-6400

The Park District:

With a copy to:

Lonette Hall
Executive Director
Maywood Park District
921 S. 9th Avenue
Maywood, Illinois 60153
Telephone (708) 344-4740

ShawnTe M. Raines
District Attorney
Ancel Glink
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Telephone (312) 286-7153

10. **INTEGRATION:** The provisions set forth in this Agreement constitute the entire agreement between the parties regarding the matters set forth herein, and supersede any prior agreements or representations, as it is the intent of the parties to provide for complete integration within the terms of this Agreement. No provision may be changed or modified unless such change or modification is in writing and duly approved by the Village and the Park District.
11. **APPLICABILITY AND SEVERABILITY:** If any provision of this Agreement is found to be illegal, invalid or void, the remaining provisions shall not be impaired and the Agreement shall, to the extent reasonably practicable, be interpreted to give effect to the parties' intent as expressed herein.
12. **JURISDICTION AND VENUE:** This Agreement shall be governed by the laws of the State of Illinois. The Circuit Court of Cook County, Illinois, shall have jurisdiction over any disputes arising under this Agreement, and each of the parties hereby consents to such Court's exercise of jurisdiction.
13. **ASSIGNMENT:** Neither party shall have the right to assign any rights or obligations under this Agreement without the prior written approval of the other party.
14. **NO DUTY TO THIRD PARTIES:** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Village, and/or any of their respective officials, officers and/or employees.
15. **COUNTERPARTS:** This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original.
16. **AUTHORITY:** Execution of this Agreement by the Village is authorized by a Resolution No. 20-R_____ passed by the President and Board of Trustees of the Village on _____. Execution of this Agreement by the Park District is authorized by Resolution No. _____ passed by the Board of Commissioners of the Park District on _____, 2020. The parties represent

and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

- 17. **HEADINGS:** The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.
- 18. **DISCLAIMER OF RELATIONSHIP:** Nothing contained in this Agreement, nor any act of the Village or the Park District shall be deemed or construed by either of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village and the Park District, except as set forth in this Agreement and the Annexation Agreement.
- 19. **EXHIBITS:** True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

GROUP EXHIBIT NO. 1 - List and Legal Descriptions of Village Park Property, Equipment and Facilities comprising Phase I and Phase II of this Agreement

GROUP EXHIBIT NO. 2 - Plats of Survey of the Village Park Property, Equipment and Facilities

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the _____ day of _____, 2020.

VILLAGE OF MAYWOOD

MAYWOOD PARK DISTRICT

By: _____
Name: _____
Village President

By: _____
Name: _____
President

Date: _____

Date: _____

Attest: _____
Name: _____
Village Clerk

Attest: _____
Name: _____
Clerk

Date: _____

Date: _____

GROUP EXHIBIT NO. 1

VILLAGE PARK PROPERTY, EQUIPMENT AND FACILITIES

This Group Exhibit consists of a List of Village Parks to be conveyed, with legal descriptions and equipment and facilities.

PHASE I VILLAGE PARKS TO BE CONVEYED

1. **Conner-Heise Memorial Park - 10th Avenue and Washington Boulevard, Maywood**

Generally bounded on the east by 10th Avenue, on the west by 11th Avenue, on the south by Warren Avenue and on the north by Washington Boulevard, as shown on the Plat of Survey depicting the portion of Conner-Heise Memorial Park to be conveyed attached hereto as part of this Exhibit and made a part hereof.

Plus all personal property located thereon, including, but not limited to, a playground and playground equipment, three (3) basketball courts, one (1) soccer/football field, and two (2) baseball fields.

LOTS 1 THRU 20 LUDLOW AND WALKER'S SUBDIVISION OF BLOCK 14 IN SMITH'S ADDITION TO MAYWOOD A SUBDIVISION OF PART OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO:

THE 14 FOOT WIDE VACATED ALLEY RUNNING NORTH AND SOUTH IN LUDLOW AND WALKER'S SUBDIVISION OF BLOCK 14 IN SMITH'S ADDITION TO MAYWOOD A SUBDIVISION OF PART OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO:

BLOCK 13 IN SMITH'S ADDITION TO MAYWOOD, A SUBDIVISION OF PART OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 3.598 ACRES

P.I.N. 15-10-426-001 THRU 008, 15-10-428-001

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2. Winfield-Scott Park – 19th Avenue and Maywood Drive, Maywood

Generally bounded on the east by a commercial alley, on the west by 19th Avenue, on the north by Maywood Drive, and on the south by a residential alley, as shown on the Plat of Survey depicting the portion of Winfield-Scott Park to be conveyed attached hereto as part of this Exhibit and made a part hereof.

Plus all personal property located thereon, including, but not limited to, a playground and playground equipment, one (1) baseball/softball field with scoreboards, and (1) basketball court.

Legal Description:

LOTS 1 THRU 12, LOTS 15 THRU 36 IN HOFF'S SUBDIVISION OF THE WEST HALF OF LOTS 2 AND 3 AND ALL OF LOTS 4 AND 5 OF COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST HALF OF SECTION 15, EXCEPTING THEREFROM THE RIGHT OF WAY OF THE CHICAGO, AURORA AND ELGIN RAILWAY COMPANY AND THAT PART DEDICATED FOR PUBLIC STREETS, ALL IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1929 AS DOCUMENT NUMBER 10392192, IN COOK COUNTY ILLINOIS.

ALSO:

THAT PART OF VACATED 18TH AVENUE, BEING A STRIP OF LAND 66.0 FEET WIDE, LYING NORTH OF THE SOUTH LINE OF LOT 12 IN HOFF'S SUBDIVISION RECORDED JUNE 6, 1929 AS DOCUMENT 10392192 EXTENDED WEST AND SOUTH OF THE SOUTH LINE OF MAYWOOD DRIVE, ALL IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 3.73 Acres (Total)

P.I.N. 15-15-103-001 thru -012, 15-15-103-023 thru -032, 15-15-103-045, 15-15-104-001 thru -012.

3. Water Works Park - 9th Avenue and Maywood Drive, Maywood

The Portion of Water Works Park excluding the portion housing the Village's Pump Station Facility and Underground Water Reservoir. The Portion of Water Works Park being conveyed is generally bounded on the east by 9th Avenue, on the west by a line drawn south from the easternmost wall of the Village's pump station adjacent to the portion of the Park being conveyed, on the south by Illinois Prairie Path and on the north by the fence on the south side of the Village's pump station and underground water reservoir.

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Plus all personal property located thereon, including, but not limited to, a playground and playground equipment.

A PART OF LOT 33 IN SEMINARY ADDITION TO MAYWOOD, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOTAL ACRES OF LAND TO BE CONVEYED: PER SURVEY
P.I.N. 15-15-216-001 (PART OF)

(THIS LEGAL IS SUBJECT TO REVISION, BASED ON A NEW SURVEY TO BE COMPLETED)

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PHASE II VILLAGE PARKS TO BE CONVEYED

1. Stannard Park a/k/a Lexington Park - 5th Avenue and Lexington, Maywood

Generally bounded on the east by Residential, on the west by 5th Avenue, on the south by Residential and on the north by Lexington Avenue, as depicted on the Plat of Survey depicting the portion of Stannard Park a/k/a Lexington Park to be conveyed attached hereto as part of this Exhibit and made a part hereof.

Plus all personal property located thereon, including, but not limited to, a playground and playground equipment.

LOT 8 IN BLOCK 5 IN STANNARD'S FIRST ADDITION TO MAYWOOD, BEING 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.

CONTAINING 21,081 s.f.
P.I.N. 15-14-312-001 AND 15-14-312-002

2. Bataan Park - 22nd Avenue and Lexington, Maywood

Generally bounded on the east by 21st Avenue, on the west by 22nd Avenue, on the south by Residential and on the north by Lexington Avenue, as depicted on the Plat of Survey depicting the portion of Bataan Park to be conveyed attached hereto as part of this Exhibit and made a part hereof.

Plus all personal property located thereon, including, but not limited to, a playground and playground equipment.

LOT 50 IN THIRD ADDITION TO BROADVIEW ESTATE, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1913 AS DOCUMENT 5235866, IN COOK COUNTY, ILLINOIS. CONTAINING 16,127 s.f.

P.I.N. 15-15-311-001

3. Tot Lot Park - 4th Avenue and Huron, Maywood

Generally bounded on the east by 4th Avenue, on the west by 5th Avenue, on the south by Erie Street and on the north by Huron Street.

Plus all personal property located thereon, including, but not limited to, a playground and playground equipment.

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LOTS 1 AND 2 IN BLOCK 215 IN MAYWOOD, BEING A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, THE WEST HALF OF SECTION 11, AND THE NORTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 6,970 s.f.

P.I.N. 15-11-121-001 AND 15-11-121-002

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JGA park conveyance-SMR edits 4852-0456-5705429661-

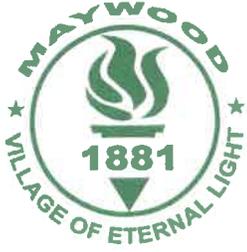
GROUP EXHIBIT NO. 2

PLATS OF SURVEY DEPICTING THE VILLAGE PARK PROPERTIES

(attached)

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JGA park conveyance-SMR edits 4852-0456-5705439661+



VILLAGE OF MAYWOOD

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

Date: September 10, 2020

To: Mayor Edwenna Perkins and the Village Board of Trustees

Cc: Willie Norfleet Jr., Village Manager

From: LaSondra Banks, HR Director

Subj: Proposed Juneteenth Holiday

In reference to the request for the financial impact to the Village with the proposed addition of Juneteenth as a village holiday, the addition of another paid holiday for this year, would not have a direct financial impact on the Village. All expenses in terms of labor costs for non-uniformed employees have already been factored in during the most recent budget cycle for FY 2020-2021. It would essentially be another day off for employees. However, there will be a potential impact with our Public Safety personnel (Police and Fire) in terms of Overtime pay.

The Village currently recognizes the following holidays in which employees receive a day off with pay: New Year's Day, Dr. Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Day After Thanksgiving, and Christmas Day. If the Board decides to approve the additional holiday, that day (Juneteenth) would be recognized on the Third Monday in June.