



**SPECIAL VILLAGE BOARD MEETING
OF THE BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
TUESDAY, MARCH 2, 2021
AT 7:00 PM
125 SOUTH 5TH AVENUE
MAYWOOD, ILLINOIS 60153**

Physical attendance at this public meeting is limited to 50 individuals or 50% room capacity, whichever is less, with priority given to Village officials, Village staff and consultants, subject to social distancing guidelines. The public is encouraged to stay at home and watch, listen to and participate in the public meeting via electronic means.

Public comments and 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". The public may listen to and participate in the meeting by joining through zoom (<https://zoom.us>) . The Zoom Meeting ID and Access Code will be available on the Village website in advance of the meeting start time.

The Closed Meeting will be conducted via telephone conference call.

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE TO THE FLAG**
5. **NOTICE OF PUBLIC HEARING REGARDING VILLAGE OF MAYWOOD'S FISCAL YEAR 2021/2022 BUDGET (MAY 1, 2021 THROUGH APRIL 30, 2022)** 5
- A. **AGENDA FOR PUBLIC HEARING CONCERNING THE PROPOSED FISCAL YEAR 2021/2022 BUDGET (MAY 1, 2021 THROUGH APRIL 30, 2022)** 6
6. **APPROVAL OF MINUTES FOR SPECIAL BOARD MEETING OF THE BOARD OF TRUSTEES, TUESDAY, FEBRUARY 16, 2021.** 16
7. **OATHS, REPORTS, PROCLAMATIONS, ANNOUNCEMENTS AND APPOINTMENTS**
8. **FINANCE MANAGEMENT REPORT(S):**
- A. **Approval of Village of Maywood Warrant List No. 200509 through February 24, 2021 in the amount of \$202,730.71.** 21
9. **MAYOR'S REPORT AND THEME: "A shift is coming, things are changing in our favor, when the people get a mind to work"**
- A. **Presentation, update and discussion regarding the formation of the Maywood/River Twin Village Covenant Advisory Council,** 28
10. **PUBLIC COMMENT:**
11. **VILLAGE MANAGER'S REPORT:**
- A. **Discussion and consideration regarding the 2021 Cook County Community Development Block Grant (CDBG) Application for the 21st Avenue from Van Buren Street to Harrison Street Roadway Improvement Project.** 39
- B. **Discussion and consideration regarding Findings of Fact - PC/ZBA Case #21-001 and PCZBA Case 21-001-Group Exhibit A-Staff report and Petitioner's submittal requesting to re-zone property commonly known as 109 South 9th Avenue from R-3 Two Family** 79

Residential Housing Zoning District to Business Industrial Park Zoning District submitted by John Plavsic (application on behalf of AVW Equipment).	
C. Discussion and Consideration to enter into an agreement with Jenkins Survey and Design, JSD Professional Services, Inc. for a Proposed Master Plan Scope for the Development of the Glenn "Doc" Rivers Family Basketball Court.	123
12. VILLAGE ATTORNEY REPORT:	
13. OMNIBUS AGENDA ITEMS:	
A. Approval of of a Resolution of the Village of Maywood to accept a Grant from the Illinois Housing Development Authority's Strong Communities (IHDA) Program in the amount of \$125,000 to be used for the acquisition, maintenance, rehabilitation and demolition of abandon residential properties in the Village.	142
B. Approval of payment to Allied Waste Service for garbage service provided to the Village of Maywood for the month of January 2021 in the amount of \$154,895.00.	145
C. Approval of payment to City of Chicago for water services provided to the Village of Maywood from December 15, 2020 to January 20, 2021 in the amount of \$37,634.41.	147
D. Approval of payment to Maywood Public Library for Personal Property Tax Replacement for the Calendar Year 2020 and January 2021 in the amount of \$64,927.36.	150
E. ORDINANCE AMENDING CHAPTER 71 (TRAFFIC REGULATIONS) OF TITLE 7 (TRAFFIC) OF THE MAYWOOD VILLAGE CODE RELATIVE TO LOCAL ENFORCEMENT OF OVERWEIGHT AND OVERDIMENSION VEHICLES, with a cover memo dated February 24, 2021 from Klein, Thorpe and Jenkins, Ltd.	152
F. Approval of payment to Valor Systems, Inc. for IMS - Named User Licenses/Data Center Sustainment in the amount of \$41,519.76.	160
14. NEW BUSINESS:	
A. Consideration and action on: RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A LABOR AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 705 (AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS) FOR ALL PUBLIC WORKS EMPLOYEES REPRESENTED BY LOCAL NO. 705 (Term: January 1, 2021 to December 31, 2023), with a cover memo dated February 24, 2021 from Klein, Thorpe and Jenkins, Ltd.	162
B. Consideration and action on: RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY ("DECO") FOR GRANT AWARD NOT TO EXCEED \$382,375.00 FOR THE MADISON STREET WATER MAIN IMPROVEMENTS FROM 21ST AVENUE TO 17TH AVENUE PROJECT, AND AUTHORIZING CERTAIN EXPENDITURES OF VILLAGE GENERAL FUNDS, GRANT FUNDS AND MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE ELIGIBLE PROJECT IMPROVEMENTS WITHIN THE TIF DISTRICT, INCLUDING VILLAGE MATCHING FUND OBLIGATIONS, with a cover memo dated February 24, 2021 from Klein, Thorpe and Jenkins, Ltd.	214
C. Discussion on criteria for Honorary Street Sign Designation developed in partnership with Operation Uplift and The West Town Museum.	272
D. Discussion and Consideration of 1300 Block of 4th and 5th Avenue in the Village of Maywood. (Trustee N. Booker)	279
E. Consideration and action on: RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AND THE FILING OF AN APPLICATION BY THE VILLAGE OF MAYWOOD FOR A PROJECT TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE 2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR (Project: 21st Avenue from Van	309

Buren Street to Harrison Street Roadway Improvements), with a cover memo dated February 24, 2021 from Klein, Thorpe and Jenkins, Ltd.

15. **OLD BUSINESS:**

A. PUBLIC HEARING TO CONSIDER A REDEVELOPMENT AGREEMENT FOR THE PURCHASE OF REAL PROPERTY AND CONSTRUCTION OF A MIXED USE DEVELOPMENT TO BE LOCATED IN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND AN INVITATION TO SUBMIT ALTERNATIVE PROPOSALS, FOR THE DEVELOPMENT SITE AT 1002 SOUTH 6TH AVENUE, MAYWOOD, ILLINOIS 314

a. A cover memo dated February 24, 2021 from Klein, Thorpe and Jenkins, Ltd.

b. Agenda from TIF District Public Hearing

c. Notice of TIF District Public Hearing

d. REDEVELOPMENT AGREEMENT FOR THE PURCHASE OF REAL PROPERTY AND CONSTRUCTION OF A MIXED USE DEVELOPMENT TO BE LOCATED IN

THE MADISON STREET/FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FOR THE DEVELOPMENT SITE AT 1002 SOUTH 6TH AVENUE, MAYWOOD, ILLINOIS

B. Consideration and action on: RESOLUTION APPROVING THE SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1002 SOUTH 6th AVENUE AND EXECUTION OF A REDEVELOPMENT AGREEMENT REGARDING SAME (Purchaser / Developer: Access Health and Housing, LLC) 355

C. Discussion and Reconsideration for approving a Redevelopment Agreement for the construction and operation of a commercial building with a drive-thru facility and related infrastructure and parking and landscaping improvements for a restaurant use located in the former St. Charles Road Tax Increment Financing District at the Southeast Corner of 1st Avenue and Ohio Street pursuant to the Maywood Equity Group LLC. (Mayor E. Perkins) 397

D. Discussion and Reconsideration of the Maywood Equity Group LLC, requesting modifications to the Redevelopment Agreements (RDA) for (parcel A) and our planned RDA for (parcel C) (Mayor E. Perkins) 399

16. **BOARD OF TRUSTEES COMMENTS:**

17. **FOR INFORMATION ONLY**

18. **CLOSED MEETING SESSION**

A. Pending Litigation per 5 ILCS 120/2(c)(11)

19. **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 February 5, 2021 (Restore Illinois Plan), and Executive Order 2021-04 extending the Governor's prior Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan (COVID-19 E.O. No. 68), as amended.

**NOTICE OF PUBLIC HEARING REGARDING
THE VILLAGE OF MAYWOOD'S
FISCAL YEAR 2021/2022 BUDGET
(MAY 1, 2021 THROUGH APRIL 30, 2022)**

The Village President and Board of Trustees of the Village of Maywood will conduct a public hearing to consider the tentative Budget for Fiscal Year 2021/2022 (May 1, 2021 through April 30, 2022) on Tuesday, March 2, 2021, at 7:00 p.m., in the Village Council Room located at 125 South 5th Avenue, Maywood, Illinois 60153.

Due to the COVID-19 crisis, the public's access to this Public Hearing shall be as follows:

- (a) Physical attendance at the Public Hearing is limited to 25 individuals or 25% room capacity, whichever is less, with priority given to Village officials, Village staff and consultants, subject to social distancing guidelines.
- (b) The public is encouraged to stay at home and watch and listen to the Public Hearing via electronic means.
- (c) Public comments and any responses will be read into the Public Hearing record.
- (d) Please submit public comments via email in advance of the Public Hearing to: vmims@maywood-il.org, cthompkins@maywood-il.org or tpavlik@maywood-il.org and/or faxing to (708) 681-8818.
- (e) Options to watch and listen to the Public Hearing: Live Stream at the Village Website Home Page: Go to www.maywood-il.org and Click "Video On Demand".
- (f) The public may listen to and participate in the Public Hearing by joining through Zoom (<https://zoom.us>). The Zoom Meeting ID and Access Code will be available on the Village website in advance of the Public Hearing start time.

The tentative Budget will be published in the journal of the proceedings of the Village President and Board of Trustees and by the Village Clerk in pamphlet form, and has been available as of February 16, 2021 for inspection by the general public at the Village Clerk's Office located at 40 East Madison Street, Maywood, Illinois 60153.

The above Public Hearing restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and Illinois Governor Disaster Proclamation dated January 8, 2021 (Restore Illinois Plan), and Executive Order 2021-1 extending the Governor's prior Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan (COVID-19 E.O. No. 71), as amended.

If you have questions, please contact the Village Clerk at 708-450-6360.

VILLAGE OF MAYWOOD

Viola Mims
Village Clerk

VILLAGE MANAGER REPORT

AGENDA ITEM 1.a.

- a. **AGENDA FOR PUBLIC HEARING CONCERNING
THE PROPOSED FISCAL YEAR 2021/2022 BUDGET
(MAY 1, 2021 THROUGH APRIL 30, 2022)**

VILLAGE OF MAYWOOD
AGENDA FOR PUBLIC HEARING
CONCERNING THE PROPOSED FISCAL YEAR 2021/2022 BUDGET
(MAY 1, 2021 THROUGH APRIL 30, 2022)
VILLAGE COUNCIL ROOM
125 SOUTH 5th AVENUE
MAYWOOD, ILLINOIS 60153
TUESDAY, MARCH 2, 2021 – AT 7:00 P.M.

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1. CALL TO ORDER.
2. ROLL CALL.
3. ACKNOWLEDGMENT OF THE PUBLIC HEARING NOTICE PUBLISHED IN A LOCAL NEWSPAPER.
4. PRESENTATION ON THE PROPOSED FISCAL YEAR 2021/2022 OPERATING BUDGET (MAY 1, 2021 THROUGH APRIL 30, 2022) BY VILLAGE MANAGER.
 - A. DISCUSSION OF AN ORDINANCE APPROVING THE FISCAL YEAR 2021/2022 VILLAGE OF MAYWOOD BUDGET (MAY 1, 2021 THROUGH APRIL 30, 2022).
5. QUESTIONS AND COMMENTS BY BOARD MEMBERS.
6. QUESTIONS BY THE PUBLIC AND PUBLIC COMMENT.
7. FINAL QUESTIONS AND COMMENTS BY BOARD MEMBERS.
8. MOTION TO RECOMMEND APPROVAL OF AN ORDINANCE APPROVING THE FISCAL YEAR 2021/2022 VILLAGE OF MAYWOOD BUDGET (MAY 1, 2021 THROUGH APRIL 30, 2022).
9. MOTION TO CLOSE THE PUBLIC HEARING.

RETURN TO THE AGENDA FOR THE MARCH 2, 2021 VILLAGE BOARD MEETING.

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VILLAGE MANAGER REPORT

AGENDA ITEM 1.b.

- b. NOTICE OF PUBLIC HEARING REGARDING
THE VILLAGE OF MAYWOOD'S FISCAL
YEAR 2021/2022 BUDGET
(MAY 1, 2021 THROUGH APRIL 30, 2022)

**NOTICE OF PUBLIC HEARING REGARDING
THE VILLAGE OF MAYWOOD'S
FISCAL YEAR 2021/2022 BUDGET
(MAY 1, 2021 THROUGH APRIL 30, 2022)**

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If you have questions, please contact the Village Clerk at 708-450-6360.

VILLAGE OF MAYWOOD

Viola Mims
Village Clerk

VILLAGE MANAGER REPORT

AGENDA ITEM 1.c.:

- c. ORDINANCE APPROVING THE FISCAL YEAR
2021/2022 VILLAGE OF MAYWOOD BUDGET
(MAY 1, 2021 THROUGH APRIL 30, 2022)**

ORDINANCE NO. CO-2021-___

**AN ORDINANCE APPROVING
THE FISCAL YEAR 2021/2022 VILLAGE OF MAYWOOD BUDGET
(MAY 1, 2021 THROUGH APRIL 30, 2022)**

WHEREAS, Section 36.09 (Budget System; Budget Officer) of the Maywood Village Code requires that the Village's Budget Officer annually prepare and present a proposed Budget for the ensuing fiscal year for consideration and approval by the Village President and Board of Trustees of the Village. The current Village Manager (Willie Norfleet, Jr.) has been appointed as the Budget Officer in accordance with Section 36.09 of the Maywood Village Code; and

WHEREAS, State law (65 ILCS 5/8-2-9.1 *et seq.*) requires that the Village President and Board of Trustees of the Village of Maywood allow for public inspection of the tentative annual Budget, conduct a public hearing on the tentative annual Budget and then approve of a final annual Budget. In accordance with State law, a copy of the Proposed Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022) has been available for public inspection in the Village Clerk's Office since February 16, 2021; and

WHEREAS, the Proposed Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022) was presented to and considered by the Village President and Board of Trustees and by the public who were in attendance at a duly noticed Public Hearing held on March 2, 2021, in accordance with State law. Thus, the Village President and Board of Trustees of the Village of Maywood have held public meetings and a Public Hearing and have informed the public of the opportunity to participate in said meetings and Public Hearing, and have given such interested parties the opportunity to make any statements or ask any questions regarding the Proposed Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022); and

WHEREAS, a copy of the final Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022), which also includes an Estimate of Revenue by Source, (the "Fiscal Year 2021/2022 Budget"), is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, all of the due process provisions and requirements of the Maywood Village Code and applicable State law relative to the consideration and approval of the final Fiscal Year 2021/2022 Budget have been satisfied and complied with as a result of the aforementioned actions of the Village officers and officials.

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

SECTION 1: Each of the Whereas paragraphs above are incorporated into Section 1 of this Ordinance as material terms hereof.

SECTION 2: The Village President and Board of Trustees of the Village of Maywood approve and adopt the Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022), which also includes an Estimate of Revenue by Source, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

SECTION 3: This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law. The Village President and Board of Trustees of the Village of Maywood direct the Village's Budget Officer, or his/her designee, to file certified copies of the Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022) and this Ordinance with the Cook County Clerk's Office in accordance with State law.

ADOPTED this 16th day of March, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this 16th day of March, 2021.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

Published by me in pamphlet form this __ day of March, 2021.

Viola Mims, Village Clerk

**CERTIFICATE REGARDING THE ESTIMATE OF REVENUE BY SOURCE
SIGNED BY THE BUDGET OFFICER OF THE VILLAGE OF MAYWOOD
FOR THE FISCAL YEAR 2021/2022 BUDGET**

I, Willie Norfleet, Jr., Budget Officer of the Village of Maywood, Cook County, Illinois, certify that the attached Estimate of Revenue by Source for the Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022) is true and correct and has been prepared in accordance with 65 ILCS 5/8-2-9.3, as amended, and as adopted by Ordinance by the Village of Maywood.

Date: March __, 2021.

Willie Norfleet, Jr.
Budget Officer
Village of Maywood

Exhibit "A"

**FISCAL YEAR 2021/2022 BUDGET
(May 1, 2021 through April 30, 2022)**

(Including an Estimate of Revenue by Source)

(attached)

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 Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

**AN ORDINANCE APPROVING
THE FISCAL YEAR 2021/2022 VILLAGE OF MAYWOOD BUDGET
(MAY 1, 2021 THROUGH APRIL 30, 2022)**

which Ordinance was passed by the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 16th day of March, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of March, 2021.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 16th day of March, 2021.

Viola Mims, Village Clerk

[SEAL]

**VILLAGE OF MAYWOOD
BOARD OF TRUSTEES
SPECIAL BOARD MEETING MINUTES
TUESDAY, FEBRUARY 16, 2021**

Call to Order

The Special Board Meeting of Tuesday, February 16, 2021 was called to order by Mayor Edwenna Perkins at 7:03 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 (via zoom), A. Sanchez (via zoom), K. Wellington (via zoom) and N. Booker (via zoom at 7:07 p.m.). Absent: Trustee M. Lightford. There being a Quorum present, the meeting was convened.

Staff Attendance:

Willie Norfleet Jr., Village Manager
Lanya Satchell, Finance Director (via zoom)
John West, Public Works Director
Angela Smith, Business Development Coordinator
Valdimir Talley Jr., Police Chief
Elijah Willis, Deputy Police Chief
Michael Jurusik, Village Attorney (via zoom)

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 Village Board Meetings of the Board of Trustees on Tuesday, February 2, 2021.

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

Discussion: None

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

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

Oaths, Reports, Proclamations, Announcements and Appointments -

- Mayor Perkins thanked Mr. West and the Public Works Team for their efforts in snow removal
- Trustees Brandon, Sanchez and Booker made comments of public interest and/or sought clarifications

Finance Management Report(s):

- A. Approval of Village of Maywood Warrant List No. 200508 through February 10, 2021 in the amount of \$484,971.02.

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

Discussion: Trustee Wellington questioned Check Nos. 104286, 104287, 104295, 104296 and 104300. Mayor Perkins and Ms. Satchell responded.

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

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

B. Discussion pursuant to Village of Maywood Open Invoices Report as of February 10, 2021 in the amount of \$553,387.06.
Information Only

C. Approval of the Engagement Letter from Baker Tilly to provide Independent Accounting Services for the Village of Maywood in the performance of auditing financial statements for the year ending April 30, 2020.

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 and N. Booker

Nays: None

Abstain: None

Absent: Trustee M. Lightford

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". - None

Public Comments: Comments from the Public – M. Larry public comments were read by Clerk Mims. No response required.

Village Manager's Report:

A. Discussion and consideration regarding MPD Proposal No. 02 pursuant to the Traffic and Safety Commission updating the Handicap Parking Permit Application to implement the new application.

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 and N. Booker

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

B. Discussion and consideration regarding Sale of Village-Owned Properties located at 1243 South 5th Avenue and 1 South 21st Avenue in Maywood. Mr. Tinajero is seeking to purchase and develop 1243 So. 5th Avenue, as a Commercial Mix-Use project on 5th Avenue frontage and 1 South 21st Avenue as a single family residential. (A. Smith, Coordinator of Business Development)

Trustee Booker questioned the plans for the surrounding areas of the sale properties. Ms. Smith responded. Mayor Perkins asked Ms. Smith to prepare responses for Trustee Booker's concerns regarding the areas outside of the agenda item.

Motioned by Trustee Booker and Seconded by Trustee Sanchez to move this item to the next Board Meeting.

Discussion: Trustee Brandon mentioned the current request is to approve the purchase of the properties and not future plans for remaining Village owned properties.

Ayes: Trustees A. Sanchez and N. Booker

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

Abstain: None

Absent: Trustee M. Lightford

Motion Failed

Motioned by Trustee Brandon and Seconded by Trustee Jones to approve the two sites for redevelopment of the 21st and 5th Avenue locations.

Discussions: Trustee Sanchez questioned PIN number assignments. Trustee Booker mentioned the motion should include approval for a conditional sale. An amended motion follows:

Motioned by Trustee Brandon and Seconded by Trustee Jones to include that all documentations are provided to the Board.

Discussion: Trustee Booker questioned the amended motion. Attorney Jurusik added "to approve the sale of these two properties subject to the required Redevelopment Agreements and Development Conditions recommended by staff coming back to the Board for final approval as the motion".

Motioned by Trustee Brandon and Seconded by Trustee Sanchez to accept the recommendation to move the project along.

Discussion: None

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

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

C. Presentation by Village Manager pursuant to Village of Maywood Water concerns as of January 2021.

Mr. Norfleet made his presentation based on a write-up on page 66 in the Boardbook.

Village Attorney Report - None

Omnibus Agenda Items:

Motioned by Trustee Sanchez and Seconded by Trustee Brandon to approve the Omnibus Agenda Items A – O: **A.** Resolution Approving and Authorizing the Execution of a Medical Billing Contract with Andres Medical Billing, Ltd. and a Business Associate Agreement with Andres Medical Billing, Ltd. to Comply with HIPAA Requirements. **B.** Statement for Legal Services for December 2020 Pertaining to General Matters, in the amount of \$2,978.50. **C.** Statement for Legal Services for December 2020 Pertaining to Employment and Labor Matters, Litigation Matters, and Economic Redevelopment Matters and Miscellaneous Matters, in the total amount of \$23,240.82. **D.** Approval of payment to Accu-tron Computer Service for computer consulting services provided to the Village of Maywood for the month of February 2021 in the amount of \$6,300.00. **E.** Approval of payment to Allied Waste Service for garbage and roll-off services for the month of December 2020 and January 2021 in the amount of \$163,936.00. **F.** Approval of payment to AT&T services provided to the Village of Maywood for phone services December 26, 2020 to January 25, 2021 in the amount of \$6,296.74. **G.** Approval of payment to City Wide of Chicago for janitorial services provided for the Village of Maywood in the amount of \$45,147.12. **H.** Approval of payment to Fleet Services for Retail Fuel Purchases provided to the Village of Maywood in the amount of \$16,306.26. **I.** Approval of payment to Hancock Engineering for engineering services rendered for the Village of Maywood Public Works Department pursuant to the Roosevelt Road Water Service Transfer Improvement project in the amount of \$79,742.92. **J.** Approval of payment to NeoGov for Subscription Fee for insight for term starting March 28, 2020 and ending March 27, 2021 in the amount of \$5,066.88. **K.** Approval of payment to Unique Plumbing Company for providing services to the Village of Maywood pursuant to the Roosevelt Road Water Service Transfer Project in the amount of \$228,197.65. **L.** Approval of payment to Wigits Truck Center for repairs/parts/labor and service to Unit 247 for the Public Works Department in the amount of \$6,166.00. **M.** Approval of payment to Village of Melrose Park for water services provided to the Village of Maywood December 21, 2020 to January 19, 2021 in the amount of \$62,787.62.

N. Approval of payment to Cleansified for the purchase of KN95 masks and sanitizing wipes in the amount of \$10,320.00 for the Village of Maywood Public Works Department with a bid waiver. **O.** Approval of payment to Hackie Cement Corporation for excavation services rendered for the Village of Maywood Public Works Department in the amount of \$30,000.00 with a bid waiver.

Discussion: None

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

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

New Business:

A. Discussion and consideration regarding MPD Proposal No. 03 pursuant to the department’s MPD Tactical Unit that was involved in an accident and sustained damage beyond repair for safe patrol operation. Chief Talley is requesting replacement with a 2020 Ford Explorer to be purchased from Joe Rizza Ford in Orland Park, Illinois for \$36,630.60 and to outfit the newly purchased vehicle with required police equipment for \$7,377.30. The equipment purchase and outfitting would take \$44,007.99 with a bid waiver.

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

Discussion: None

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

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

B. Discussion and consideration of approval for MPD Proposal No. 04 to implement prosecution of overweight vehicle citations through Administrative Hearings.

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 and N. Booker

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

Old Business

A. A License and Release, hold Harmless and Indemnification Agreement for Non-exclusive, Temporary Use Permit for Use of Village-Owned Property (Village Property: 200 South 5th Avenue Building) (Monroe Foundation: COVID-19 Supply Distribution Event(s)), with a cover memo dated February 10, 2021 from Klein, Thorpe and Jenkins, Ltd.

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

Discussion: None

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

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

B. An Ordinance Authorizing and Approving Executive Order No. 2021-01 Regarding the Use of Face Coverings Issued by the Village President Under Declaration No. 2020-02: Declaration of a State of Emergency in the Village of Maywood, Cook County, Illinois (Covid-19 - June 2, 2020) and Amending Section 92.21(B) (Public Nuisances Affecting Health) of Chapter 92 (Health and Sanitation; Nuisances) to Enforce the use of Face Coverings During the Pendency of the Disaster Proclamation in the State of Illinois Related to the Covid-19 Pandemic, with a cover memo dated February 10, 2021 from Klein, Thorpe and Jenkins, Ltd.

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 and N. Booker

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

Board of Trustee Comments/Information:

- Trustees Brandon requested an update on the Bushwood property. Mr. Norfleet responded.
- Trustee Jones made comments regarding specifics for discussion at the park district combined meeting.
- Trustee Sanchez mentioned the Finance Meeting on Thursday, February 18, 2021.

For Information Only - None

Closed Meeting Session – None

Adjournment - Motioned by Trustee Brandon and Seconded by Trustee Jones to adjourn the Special Board Meeting at 9:47 p.m. with a roll call by the Board.

Edwenna Perkins, Mayor

Viola Mims, Village Clerk

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

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
104309	AMERICAN LEGAL PUBLISHING CORP	2020 FOLIO/SUPPLEMENT PAGES	VILLAGE CLERK	115.25
Total 104309:				115.25
104310	BAKER TILLY VIRCHOW KRAUSE,LLP	AUDITOR'S FEES 4/30/2019	FINANCE	6,081.75
Total 104310:				6,081.75
104311	CHRISTOPHER BROWN	P&F-MEETING 1/28/2021	POLICE & FIRE COMMISSION	150.00
Total 104311:				150.00
104312	CITY WIDE OF CHICAGO	KEYS	LAND & BUILDINGS	16.05
104312	CITY WIDE OF CHICAGO	SPRAYING	LAND & BUILDINGS	925.00
104312	CITY WIDE OF CHICAGO	EMERGENCY SPRAYING	LAND & BUILDINGS	425.00
104312	CITY WIDE OF CHICAGO	15 EXTRA HOURS OF CLEANING	LAND & BUILDINGS	425.37
Total 104312:				1,791.42
104313	CORE & MAIN LP	IPERL 5/8" METERS	WATER & SEWER MAINTENANCE	2,000.00
Total 104313:				2,000.00
104314	EDWIN HANCOCK ENGINEERING CO	10TH AVE. AND ROOSEVELT RD EMERGEN	TIF ADMINISTRATION	3,875.00
104314	EDWIN HANCOCK ENGINEERING CO	2020 EMERGENCY SEWER AND WATER RE	WATER & SEWER MAINTENANCE	123.00
104314	EDWIN HANCOCK ENGINEERING CO	ROOSEVELT ROAD WATER SERVICE TRAN	TIF ADMINISTRATION	7,784.00
104314	EDWIN HANCOCK ENGINEERING CO	FOREST PRESERVE OF COOK COUNTY W	WATER & SEWER MAINTENANCE	766.50
Total 104314:				12,548.50
104315	GENE WASHINGTON	P&F-MEETING 1/28/2021	POLICE & FIRE COMMISSION	150.00
Total 104315:				150.00
104316	JAMES T BREWER	P&F-MEETING 1/28/2021	POLICE & FIRE COMMISSION	150.00
Total 104316:				150.00
104317	JOHN RICE	TESTING FOR CONTAMINATES - 811 S. 10T		60.00
104317	JOHN RICE	TESTING FOR CONTAMINATES - 828 S. 18T		140.00
104317	JOHN RICE	TESTING FOR CONTAMINATES - 313 S. 3R		80.00
104317	JOHN RICE	TESTING FOR CONTAMINATES - 18 S. 21ST		140.00
Total 104317:				420.00
104318	KANE, MCKENNA & ASSOC INC	MADISON/5TH & ROOSEVELT TIF AMENDM	TIF ADMINISTRATION	7,843.50
Total 104318:				7,843.50
104319	KLEIN, THORPE AND JENKINS LTD	ESCROW #6-ECONOMIC INCENTIVES	TIF ADMINISTRATION	198.80
104319	KLEIN, THORPE AND JENKINS LTD	ESCROW #6-ECONOMIC INCENTIVES	TIF ADMINISTRATION	264.00
Total 104319:				462.80
104320	KONICA MINOLTA BUSINESS	WATER-EQUIPMENT LEASE 1/2/21-2/1/21	WATER COLLECTIONS	9.77
104320	KONICA MINOLTA BUSINESS	CASHIER-EQUIPMENT LEASE 12/2-1/1/21	WATER COLLECTIONS	10.22

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104320:				19.99
104321	MARK DWYER	PLUMBING SERVICES 1/28-1/29/2021	CODE ENFORCEMENT	266.66
Total 104321:				266.66
104322	MCCANN INDUSTRIES INC	INVOICE SHORTAGE CHECK #104226	WATER & SEWER MAINTENANCE	800.00
Total 104322:				800.00
104323	MICHELLE HASSAN	REFUND RENTAL OF PARK	RECREATION SERVICES	100.00
Total 104323:				100.00
104324	OFFICE DEPOT	VMO-OFFICE SUPPLIES	VILLAGE MANAGER	242.41
104324	OFFICE DEPOT	VMO-OFFICE SUPPLIES	VILLAGE MANAGER	33.58
104324	OFFICE DEPOT	CLERK-OFFICE SUPPLIES	VILLAGE CLERK	124.99
Total 104324:				400.98
104325	OFFICE TEAM	PW-TEMP WORKER WK END 1/29*J.ROBIN	PUBLIC WORKS	951.60
Total 104325:				951.60
104326	RDJ SPECIALITES INC	FIR-COLORING BOOKS	FIRE	653.44
Total 104326:				653.44
104327	Richard Mota	FIRST AVENUE WATER MAIN IMPROVEME	TIF ADMINISTRATION	1,192.50
Total 104327:				1,192.50
104328	Robert L. Ward	FLOOD CONTROL PROGRAM	WATER & SEWER MAINTENANCE	1,700.00
Total 104328:				1,700.00
104329	RONEY RILEY	P&F-MEETING 1/28/2021	POLICE & FIRE COMMISSION	150.00
Total 104329:				150.00
104330	SUPERCO SPECIALTY PRODUCTS	SUPPLIES	PUBLIC WORKS	2,464.59
Total 104330:				2,464.59
104331	VOYA INSTITUTIONAL TRUST CO.	5% CONTRIBUTION *W.NORFLEET	VILLAGE MANAGER	306.03
Total 104331:				306.03
104332	Warthog Products, Ltd.	FIR-CIRCULAR SAWBLADES REPAIR	FIRE	489.00
Total 104332:				489.00
104333	WAYNE WELCH	P&F-MEETING 1/28/2021	POLICE & FIRE COMMISSION	200.00
Total 104333:				200.00
104334	WIGIT'S TRUCK SERVICE	PW-240 TRUCK REPAIR	PUBLIC WORKS	2,546.61

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
104334	WIGIT'S TRUCK SERVICE	PW-238-TRUCK REPAIR	PUBLIC WORKS	4,727.69
104334	WIGIT'S TRUCK SERVICE	PW-241-TRUCK REPAIR	PUBLIC WORKS	370.00
Total 104334:				7,644.30
104335	ZERO DOWN TYME TELECOM, INC	POL-PHONE SUPPORT SVC *FEB 2021	POLICE	340.00
Total 104335:				340.00
104336	ACCUTRON	COMPUTER CNSLTING *FEB 2021	MANAGEMENT INFORMATION SYSTE	6,300.00
Total 104336:				6,300.00
104337	AIR ONE EQUIPMENT	PW-BOOTS	LAND & BUILDINGS	389.00
Total 104337:				389.00
104338	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 1/25/21-2/5/2021	POLICE & FIRE COMMISSION	800.00
Total 104338:				800.00
104339	ANIMAL WELFARE LEAGUE	IMPOUNDED DOGS/PICK UP FEES *DEC 20	CODE ENFORCEMENT	1,089.00
Total 104339:				1,089.00
104340	AUTOZONE	FIR-SHOP SUPPLIES	FIRE	39.04
Total 104340:				39.04
104341	BONNELL INDUSTRIES INC.	HOT BOX BURNER ASSEMBLY	PUBLIC WORKS	2,831.45
Total 104341:				2,831.45
104342	BROADVIEW ANIMAL HOSPITAL	IMPOUNDED ANIMALS - NOVMBER 2020	CODE ENFORCEMENT	1,416.00
104342	BROADVIEW ANIMAL HOSPITAL	IMPOUNDED ANIMALS - DECEMBER 2020	CODE ENFORCEMENT	1,554.00
Total 104342:				2,970.00
104343	BROADVIEW TRUE VALUE HARDWAR	PW-SUPPLIES	PUBLIC WORKS	699.06
Total 104343:				699.06
104344	CARIBE HAND CAR WASH	POLICE CAR WASHES	POLICE	165.00
104344	CARIBE HAND CAR WASH	POLICE CAR WASHES	POLICE	174.00
Total 104344:				339.00
104345	CHRISTOPHER BROWN	P&F-MEETING 2/11/2021	POLICE & FIRE COMMISSION	150.00
Total 104345:				150.00
104346	CINTAS CORPORATION #344	PW-UNIFORM SERVICE	PUBLIC WORKS	346.53
104346	CINTAS CORPORATION #344	PW-UNIFORMS	PUBLIC WORKS	346.53
104346	CINTAS CORPORATION #344	PW-UNIFORM	PUBLIC WORKS	346.53
104346	CINTAS CORPORATION #344	PW-UNIFORM SERVICE	PUBLIC WORKS	346.53
Total 104346:				1,386.12

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
104347	CITY WIDE OF CHICAGO	JANITORIAL SERVICE 8/1-8/31/20	LAND & BUILDINGS	7,524.52
104347	CITY WIDE OF CHICAGO	JANITORIAL SERVICE 1/1-1/31/21	LAND & BUILDINGS	7,524.52
104347	CITY WIDE OF CHICAGO	JANITORIAL SERVICE 9/1-9/30/20	LAND & BUILDINGS	7,524.52
104347	CITY WIDE OF CHICAGO	JANITORIAL SERVICE 11/1-11/30/20	LAND & BUILDINGS	7,524.52
104347	CITY WIDE OF CHICAGO	JANITORIAL SERVICE 2/1-2/28/2021	LAND & BUILDINGS	7,524.52
104347	CITY WIDE OF CHICAGO	JANITORIAL SERVICE 10/1-10/31/20	LAND & BUILDINGS	7,524.52
Total 104347:				45,147.12
104348	CIVIC SYSTEMS, LLC	SEMI ANNUAL SOFTWARE SUPPORT JAN-J	FINANCE	9,417.00
Total 104348:				9,417.00
104349	Cleansified	3000 75% DISINFECTING WIPES	PUBLIC WORKS	4,380.00
Total 104349:				4,380.00
104350	COMCAST	FIR- SV/INTERNET STATION 2 8/29-9/28	FIRE	119.57
Total 104350:				119.57
104351	COOK COUNTY CLERK	PLAT OF PUBLIC EASEMENT	LAW	101.00
Total 104351:				101.00
104352	CORE & MAIN LP	HYMAX,MJ RED,MJ RW GV	WATER & SEWER MAINTENANCE	1,770.92
Total 104352:				1,770.92
104353	DOOR AND WINDOW GUARD	WINDOWS/DOOR RENTAL - 811 S. 10TH AV	CODE ENFORCEMENT	483.00
104353	DOOR AND WINDOW GUARD	WINDOWS (25) DOORS (1) - RENTAL - 811		483.00
Total 104353:				966.00
104354	DRIVEN FENCE, INC	6 PANEL CONTRACT EXTENSION	CODE ENFORCEMENT	200.76
Total 104354:				200.76
104355	EDWIN HANCOCK ENGINEERING CO	ROOSEVELT ROAD WATER SERVICE TRAN	TIF ADMINISTRATION	26,484.00
Total 104355:				26,484.00
104356	FORT DEARBORN	PW-RATCHET ASSY/HOOKS	WATER & SEWER MAINTENANCE	72.07
104356	FORT DEARBORN	PW-BLADE	WATER & SEWER MAINTENANCE	329.95
104356	FORT DEARBORN	PW-(2)BLADES	WATER & SEWER MAINTENANCE	659.90
104356	FORT DEARBORN	PW-POWER CUTTER/MARKING PAINT	WATER & SEWER MAINTENANCE	1,851.60
104356	FORT DEARBORN	PW-GLOVES	PUBLIC WORKS	324.00
Total 104356:				2,577.62
104357	GENE WASHINGTON	P&F-MEETING 2/11/2021	POLICE & FIRE COMMISSION	150.00
Total 104357:				150.00
104358	HACKIE CEMENT CORPORATION	EXCAVATION SERVICE 1200 ORCHARD *A-	WATER & SEWER MAINTENANCE	15,000.00
104358	HACKIE CEMENT CORPORATION	EXCAVATION SERVICE 1206 ORCHARD *A*	WATER & SEWER MAINTENANCE	15,000.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104358:				30,000.00
104359	HINCKLEY SPRINGS	WATER & CUP EQUIPMENT RENTAL	CODE ENFORCEMENT	70.79
Total 104359:				70.79
104360	JAMES T BREWER	P&F-MEETING 2/11/2021	POLICE & FIRE COMMISSION	150.00
Total 104360:				150.00
104361	MAGNUS AND ANDERSON	CUT/DEBRIS 09/14 - 2110 S. 7TH AVE.		3,000.00
Total 104361:				3,000.00
104362	MCCANN INDUSTRIES INC	HYDRAULIC LEAK BACKHOE	WATER & SEWER MAINTENANCE	761.95
Total 104362:				761.95
104363	OCCUPATIONAL HEALTH CENTERS	HR-PRE-EMPLOYMENT SERVICES	HUMAN RESOURCES	552.00
Total 104363:				552.00
104364	OFFICE DEPOT	VMO-OFFICE SUPPLIES	VILLAGE MANAGER	33.58
104364	OFFICE DEPOT	VMO-OFFICE SUPPLIES	VILLAGE MANAGER	242.41
Total 104364:				275.99
104365	PAYMENT SERVICE NETWORK, INC	POLICE COVID GRANT	POLICE	825.00
Total 104365:				825.00
104366	SUPERCO SPECIALTY PRODUCTS	SUPPLIES	PUBLIC WORKS	2,464.59
Total 104366:				2,464.59
104367	T.P.I.	PLUMBING/BLDG INSP SVCS 1/2021	CODE ENFORCEMENT	4,620.00
Total 104367:				4,620.00
104368	THOMPSON ELEVATOR INSPECTION	PERMIT/INSPECTION 1918 S. 8TH AVE & 12	CODE ENFORCEMENT	200.00
Total 104368:				200.00
104369	TRANS UNION LLC	HR-EMPLOYEE SERVICES	HUMAN RESOURCES	85.00
Total 104369:				85.00
104370	VICTOR E. PUSCAS, JR.	ADMIN HEARING SVCS *1/15	COMMUNITY DEVELOPMENT	450.00
Total 104370:				450.00
104371	W.S. DARLEY & CO	FIR-FLASHLIGHTS	FIRE	754.42
Total 104371:				754.42
104372	WAYNE WELCH	P&F-MEETING 2/11/2021	POLICE & FIRE COMMISSION	200.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104372:				200.00
104373	WILLIE NORFLEET	REIMB.FUEL PURCHASED	VILLAGE MANAGER	82.00
Total 104373:				82.00
104374	WINKLER TREE SERVICE	PW-TREE TRIM *1111 WASHINGTON	PUBLIC WORKS	540.00
Total 104374:				540.00
Grand Totals:				202,730.71

VILLAGE OF MAYWOOD

Warrant List #200509 through February 24, 2021

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

President

Village Manager

Attest

Clerk

The Purpose/Mission of the Twin Village Covenant Advisory Council is:

- The Twin Village Covenant Advisory Council is to serve the mutual interest of Maywood & River Forest communities by encouraging healthy interaction between stakeholders through relationship building, community partnerships & policy recommendations.
- Core Values: Humanity, Equity, Inclusion
- Act as a task force to carry out Village partnerships and priorities related to equity
- Function as a Mayoral ad-hoc committee.
 - Volunteers are appointed by the Mayor, with consent of the Board of Trustees
- To partner with community and municipal bodies to develop and maintain mutually beneficial relationships and engagements.

TWIN VILLAGE COVENANT

Presentation by: Trustee Miguel Jones

TOPICS



Timeline of
events



Advisory
Council



Areas of
interest



Community
Partnerships



Question &
Answer

SUMMER 2020

- **June** – Village of River Forest passes Twin Village Covenant.
- **July** – Village of Maywood passes Twin Village Covenant.
- **August** – Questionnaire distributed.



FALL/WINTER 2020

- **September** – Small community discussions via zoom
- **October** – Twin Village Covenant “Meet & Greet” hosted by Maywood Fine Arts
- **Nov/Dec** – Small community discussions via zoom



A POTENTIAL MODEL FOR BUILDING UPON THE SISTER-CITY AGREEMENT BETWEEN MAYWOOD AND RIVER FOREST

VILLAGE BOARDS Joint Sessions of Village Trustees Review, Comment and Support Initiatives as need

3



COMMUNITY TASK FORCES

2

Joint Task Forces – Selects Best Ideas to Present as Potential Areas of Collaboration



1

Two Community Task Forces – Generate Ideas and Concepts for Collaboration



ADVISORY COUNCIL

- Economic Development
- Arts & Culture
- Diversity & Inclusion
- Land Usage/ Planning & Zoning
- Brand & Marketing





AREAS OF INTEREST

Comprehensive Plan

Tourism

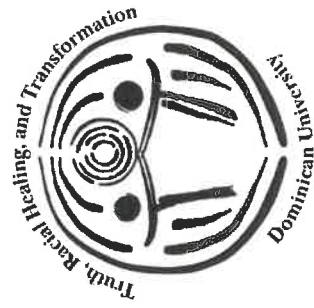
Community Development Corp

Forest Preserve/Unincorporated Cook County

Community Partnership

COMMUNITY PARTNERSHIP

- Dominican University
- River Forest Youth Soccer
- Maywood Chamber of Commerce
- Maywood Fine Arts
- Neighborhood Age Friendly Collaborative
- Community Subject Matter Experts (SMEs)



CONTRIBUTORS

37

Dan Perkins – Maywood Chamber of Commerce

Christopher Parker - Economic Development Commission

Michael Rogers – Former Maywood/Bellwood Village Trustee

Debra Vines –The Answer Inc.

Chassidy Keys – General Motors

Shakana Kirksey-Miller – OPRF High School

Eileen Olivier – Economic Development Commission

Lois Baumann – Maywood Fine Arts

Tyreese Stafford – District 88

Eric Stith – Former Maywood Village Trustee

Village of River Forest (Mayor, Trustees, residents & staff)

Vanessa Rankins – Real Estate Professional, former Maywood Housing Authority

Brittany Applegate – Brand Marketer, former Maywood resident

Terrance Jones – Toast Masters, Former Maywood Park District Commissioner

Cal Davis – District 90 River Forest Public Schools

Judy Deogracias – District 90 River Forest Public Schools



MEMO

Date: February 19, 2021

To: Village of Maywood

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

cc: Mr. David Myers, Director of Community Development
Mr. John West, Director of Public Works

From: Bill Peterhansen, P.E., CFM

Re: Cook County Community Development Block Grant
2021 Program Year Application

Cook County has moved forward with its annual Community Development Block Grant (CDBG) call for projects, for Program Year 2021.

Background

Based upon recent history, it is anticipated that the Village will be the recipient of program grant monies in the range of \$200,000 to \$250,000. If the Village receives less than the amount requested, the scope of the project and the amount of match funds may be adjusted accordingly. The Village is not required to include matching funds for the project, but including the matching funds is one criteria that Cook County takes into consideration in approving projects.

The 2019 Street Rating Survey was utilized to determine potential streets for improvement. The qualifying criteria included Streets rated "1 – Pavement in Very Poor Condition" or "2 - Pavement in Poor Condition", and which were located within the Census Block Tracts of 51.0% low to moderate income, the lowest percentage to qualify an project under the "Area Benefit" criteria for funding eligibility.

The following project is presented for the consideration of the Board:

21st Avenue from Harrison Street to Van Buren Street

Project Scope

The project involves approximately 600 feet of roadway and sewer improvements in total. The work along 21st Avenue will include complete removal and replacement of the concrete curb and gutter and driveways, intermittent sidewalk replacement, replacement of ADA compliant roadway crossings, replacement of drainage structures and sewer laterals where repair is needed, combined sewer repairs as observed through television inspection, the removal and excavation of the existing pavement, installation of 6" aggregate base course, 4" of full depth hot-mix asphalt binder course and 2" of hot-mix asphalt surface course, thermoplastic pavement markings, landscaping restoration, and other ancillary items.

Breakdown of Costs

ITEM	CDBG FUNDS	MATCHING FUNDS	TOTAL
Capital Infrastructure: Construction	\$ 309,000	\$ 0	\$ 309,000
Professional Services	\$ 0	\$ 55,500	\$ 55,500
Total	\$ 309,000	\$ 55,500	\$ 364,500

Notables

It has historically been intended to perform CDBG funded roadway projects in areas that are outside of the Madison TIF. There has been a focus to complete road and sewer improvements over the past several years within the census tract block bounded by Madison Street, Washington Boulevard, west Village limits, and 17th Avenue. The CDBG PY 2020 project will address the final piece (Warren Street from 21st Avenue to 19th Avenue) slated for construction in summer of 2021.

For this application - CDBG PY 2021, the focus now expands to other eligible locations in need. Note, awards are typically announced in late August and construction would follow in 2021 if the Village is fortunate to receive an award.

Funding

The matching funds as listed above will need to come from the general fund.

Application Timeline and Action

Applications are due to Cook County on **March 12, 2021**. A resolution to submit the application will need to be approved at the March 2, 2021 board meeting. If it is agreed upon to move forward with selecting the above improvement, we will prepare the application with attached resolution and submit prior to the deadline.

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



Toni Preckwinkle
President
Cook County Board of Commissioners

COOK COUNTY

Bureau of Economic Development
Community Development Block Grant Program (CDBG)

2021 Program Year
Capital Improvement/Demolition and Economic
Development Project Application

Village of Maywood

Applicant Municipality/Agency

Edwenna Perkins, Village President

Applicant's Name and Title

(Mayor, President, Supervisor, Chief Executive Officer, Executive Director)

Toni Preckwinkle, President
Cook County Board of Commissioners

Cook County Department of Planning and Development
69 West Washington, Suite 2900
Chicago, Illinois 60602

Susan M. Campbell, Director

January 2021



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

APPLICATION CHECKLIST

Please complete all applicable sections of the application before submitting, and make sure that the person who signed your application is the person authorized in your resolution. If your project is a demolition, be sure to complete the demolition information on pages 30-31.

The following attachments are required and **must** be submitted as part of this application.

Public Agency (Municipal/Township) (Form samples are attached.)

- Resolution and Certification of Resolution – (See Forms A-1/A-2 and A-3)
- Estimated Matching Funds Certification - Form B
- Maintenance of Effort and Project Sustainability - Form C.
- Fair Housing Action Plan - Form D.
- Audited Financial Statements (most current) - Submit your A133 Single Audit, if applicable. Otherwise, submit your latest audited financial. If you do not have audited financial, you may submit other financial documents for consideration. Audited financials are preferred.

Non-Profit Agency (Form samples are attached.)

- Resolution and Certification of Resolution – (See Forms A-2 and A-3)
- Estimated Matching Funds Certification - Form B
- Maintenance of Effort and Project Sustainability - Form C.
- Racial Equity Information – Form E
- List of Board of Directors
- Copy of 501(c)3
- Current Certificate of Good Standing (dated within the last 45 days)
- Copy of Articles of Incorporation or Copy of Amended Articles of Incorporation, if amended, **from the Illinois Secretary of State.**
- Audited Financial Statements (most current) - Submit your A133 Single Audit, if applicable. Otherwise, submit your latest audited financial. If you do not have audited financial, you may submit other financial documents for consideration. Audited financials are preferred.

Note: You will lose 15 points for each of the above items that is missing from your submitted application. For more about application scoring, please see the application guide.

If you have any questions or need assistance regarding the application, please contact Sylvia Parham at (312) 603-1030 or sylvia.parham@cookcountyil.gov. DPD staff is available to help clarify application fields and provide guidance.

Please upload an electronic copy of the completed application PDF and all related attachments through the Cook County CDBG Capital Improvement application submission page at:

<https://www.cookcountyil.gov/service/2021CDBGCapital>

Please see the application guide for detailed submission instructions.*

The deadline for submitting all applications is: FRIDAY, MARCH 12, 2021, 5:00PM (Applications received after this date and time will not be accepted. No exceptions.)



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

APPLICANT INFORMATION SHEET

Municipality, Township, Agency
Name: Village of Maywood

Mayor/Chief Executive Officer Name: Edwenna Perkins, Village President

E-mail Address: eperkins@maywood-il.org

Contact Person Name & Title: Mr. Willie Norfleet, Jr. Villager Manager

E-mail Address: wnorfleet@maywood-il.org

Telephone: 708-450-6300

Applicant Website Address: www.maywood-il.org

Total Amount Requested: \$ 309,000

Total Project Estimate: \$ 364,500

*Total Matching Funds (if applicable): \$ 55,500

***Note:** Matching funds, though not required for CDBG, are encouraged and will be looked upon favorably during application review. Matching funds will be expected for facility projects and will be assessed based on the income level of the service area/beneficiaries.

"The signature below must be from the person authorized to sign the application in your resolution."

Signature

Date

Edwenna Perkins, Village President

Title



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

APPLICANT INFORMATION SHEET (CONT'D)

2021 PROGRAM YEAR - October 1, 2021 through September 30, 2022

Please complete all pages for each project, as applicable.

Applicant Address: 40 Madison Street

City: Maywood Illinois Zip Code: 60153-2323
(include full ZIP + 4)

Project Manager
(if different from contact person): Same contact as person on Page 2

E-Mail: _____

Telephone: _____ Fax: _____

County Commissioner District #: 01

Project Title: 21st Avenue Improvements - Harrison Street to VanBuren Street

Is this project consistent with Cook County's current Consolidated Plan? If no, **"STOP"**. Yes No
(See related question on page 6.)

Is this capital improvement project a continuation of a prior year project? Yes No
(If yes, please specify how this project links and the anticipated completion dates. (Please attach your statement.)

Is your agency a faith-based entity? Yes No

Activity Category:

CAPITAL IMPROVEMENT PROJECTS

- Infrastructure
- Public Facility
- Non-Profit Facility
- Demolition
- **Economic Development

**Please refer to the CDBG Application Guide for guidelines regarding economic development activities.



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

National Objective: *(Check One)*

CDBG requires that each activity funded, except for program administration and planning activities, must meet one of the three national objectives outlined below. An activity that does not meet a national objective is not compliant with CDBG requirements and is therefore ineligible for funding. Applicants are strongly encouraged to consult the application guide for more detailed information.

Benefit to low- and moderate income (LMI) persons

1. **Area Benefit Activities** benefit all residents in a particular area, where at least **51%** of the people are low- and moderate-income. The service area of the project must be specifically identified and the area must be primarily residential (see the Appendix of the application guide for details).
2. **Limited clientele activities** benefit low- and moderate-income persons without regard to the area being served. At least **51%** of the persons participating in the activity must be low- and moderate-income and the activity must meet one of the following criteria (see application guide for details):
 - Presumption of low- and moderate-income: the activity serves persons who are presumed to be low- and moderate-income: abused children; battered spouses; elderly persons; severely-disabled adults; homeless persons; illiterate adults; persons living with AIDS and migrant workers; or
 - Income Guidelines: the activity must have eligibility requirements which limit the activity exclusively to low- and moderate-income persons, or income must be documented.
3. **Housing activities** that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by at least 51% low- and moderate-income households.
4. **Job creation or retention activities** designed to create or retain permanent jobs, at least 51% of which (computed on a full-time equivalent basis) will be made available to or held by low- and moderate-income persons.

Aid in the prevention or elimination of slums or blight

Prevent or eliminate slum and blight on an area basis, or eliminate specific conditions of blight or physical decay on a spot basis that are not located in a slum or blighted area.

Meet a need having a particular urgency (Demolition Projects Only)

Use of the urgent need national objective category is rare. It is designed only for activities that alleviate emergency conditions. Activities qualified under urgent need must meet the following criteria:

- The existing conditions must pose a serious and immediate threat to the health or welfare of the community;
- The existing conditions are of recent origin or recently became urgent (generally, within the past 18 months);
- The grantee is unable to finance the activity on its own; and
- Other sources of funding are **not** available.

Does this project meet a National Objective and other eligibility requirements, as noted in HUD's 24 CFR Part 570.201 regulations?

(Please refer to the 2021 CDBG Application Guide for details.) If no, **"STOP"**.

Yes

No



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

DUNS Number (Required For Funding): 074381526

FEIN Number: 36-6005990

CFDA Number: 14.218

If acquisition or demolition Yes No
is required for this project, is
the property vacant?

If yes, please specify how long
property has been vacant. _____

PROJECT NEED AND JUSTIFICATION (35 Pts.)

For the questions below, please attach additional pages if needed when providing your answers.

Describe the proposed project and designated project area (must be suburban Cook County):

(Provide a DETAILED description and a map that shows the project site and area that will benefit, if applicable. The map should also include any public transit stations (rail and bus) and bicycle facilities. Please also attach any applicable photos.)

The proposed project is located along 21st Avenue from Harrison Street to VanBuren Street. The project will include complete roadway reconstruction, drainage improvements, combined sewer repairs, and ADA improvements to an area in need. See attached "Project Map" and also Photos of Existing Conditions (Supporting Document No. 1)

Project Location Information:

Please ensure the following fields are filled in as completely as possible. Also, attach a map with sufficient detail to accurately locate your project in a GIS System.

Project Limits

21st Avenue
Name of Street or Facility

Village of Maywood
Municipality or Agency

Harrison Street
South/West Project Extents

VanBuren Street
North/East Project Extents

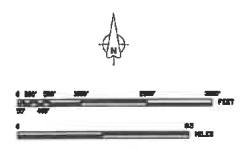
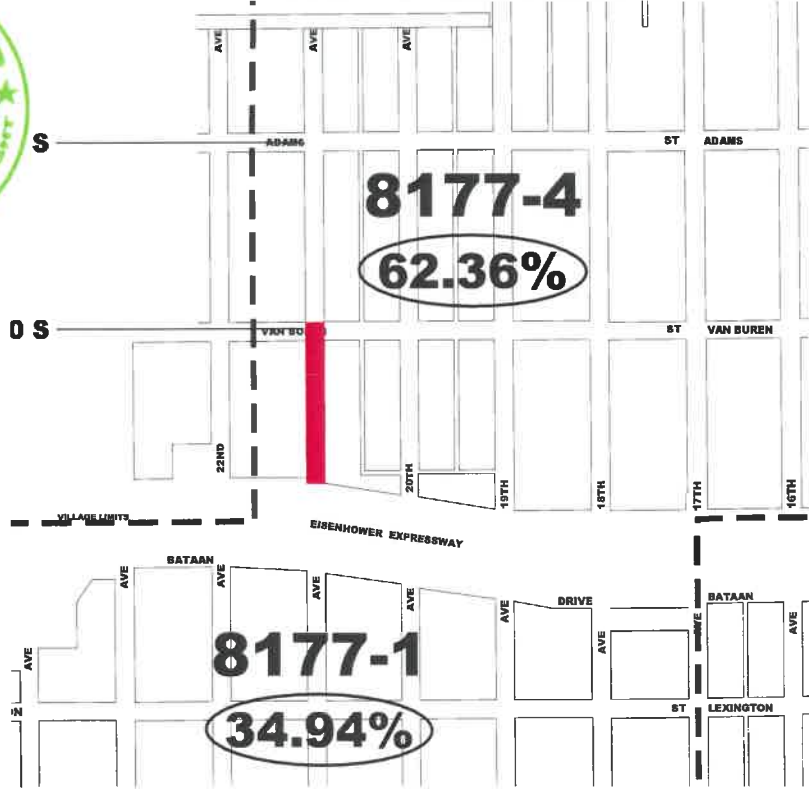
Linear Feet: 600

Summary of Project Need and Justification: Provide a concise summary of the need for the project and why this project is a priority. If the project is for a community center or other public facility, please indicate who is served or will be served by the facility, and include information about the location of similar facilities; the demand for services in the surrounding area; pedestrian, bicycle and public transit accessibility; and the applicant's financial ability to operate and maintain the facility. *(If additional space is required, please include attachments.)*

The Village of Maywood is comprised of many low to moderate income areas and does not have the funds to perform capital improvement projects within its annual budget. The Village of Maywood relied upon CDBG funds heavily in order to improve its roadways. The project is a priority due to its close proximity to the rating of this section of roadway: "Rating 1 - Pavement in Very Poor Condition." This project will continue the Village of Maywood's plan to improve infrastructure within this census tract block. Last season, the Village completed a roadway

2021 PY C.D.B.G. APPLICATION

2016 - 2020 ACS DATA



LEGEND OF SYMBOLS

SYMBOL	DESCRIPTION
8169-2	GENUS TRACT - BLOCK GROUP
62.36%	LOW-MODERATE INCOME PERCENTAGE FOR BLOCK GROUP
[Red Box]	BLACK GROUP HAVING LESS THAN 51.2% LOW-MODERATE INCOME
[Red Line]	PROJECT LOCATION

Cook County LowMod Data

TRACT	BLKGRP	LOWMODUNIV	LOWMOD	LOWMOD%
817800	1	1,830	1,435	74.22
817800	2	1,000	800	80.00
817800	3	825	485	58.80
817800	4	300	300	100.00
817800	1	2,645	1,200	45.38
817400	1	1,280	700	54.69
817400	2	1,190	490	41.18
817400	2	1,840	1,380	75.00
817800	1	890	390	43.82
817800	2	930	800	86.03
817800	2	1,370	740	53.97
817800	4	1,308	729	55.74
817800	1	1,340	845	62.92
817800	2	1,380	1,350	97.82
817800	3	1,208	348	28.81
817800	1	830	330	39.76
817900	2	1,870	1,019	54.49
817900	2	1,330	750	56.39
817900	4	890	555	62.36
TOTAL		24,030	14,450	60.13

HANCOCK ENGINEERING

- Civil Engineers
- Municipal Consultants
- Established 1911

9555 Rosemead Blvd
Woodstock, Illinois 60154-2799
Phone: 708.941-4300
Fax: 708.941-4310

Drawing file: \\s:\Projects\By_Village\Maywood\56519637 - 2018 CDIS Application\2018_CDIS_Application\2018_CDIS_Application.dwg File: 05_2021 - 228mm



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

Specific Anticipated Accomplishments: *(Please provide details of the proposed activity. If additional space is required, please include attachments.)*

The work along 21st Avenue shall include the removal and replacement of 1,050' of combination concrete curb and gutter, 2,200 SqFt of sidewalk, reconstruction of 1,750 SqYd of roadway, placement of 625 Tons of asphalt, intermittent repairs to the combined sewer system including manholes, drainage structures, and main line sewer, 1,200 SqYd of landscaping restoration, and other ancillary items.

The improvements will increase pavement drainage, provide adequate pavement surface and structure for vehicles, and provide safe pedestrian walkways.

The improvements will assist in safely conveying traffic, both vehicular and pedestrian to and from Harrison Street into the heart of the local roads along the west Village boundary. 21st Avenue is frequently used by school buses and pedestrians making their way to school, and is considered a high volume local street.

Ultimately, the project will improve the quality of life within the community.

Please describe how your agency's proposed project is consistent with Cook County's current Consolidated Plan. The plan can be found here: <https://www.cookcountyil.gov/content/grant-applicants-cdbg-esg>. If your proposed project is consistent with the County's Policy Roadmap or South Suburban Economic Growth Initiative (SSEGI), please describe that connection here as well. Documents related to the Policy Roadmap or SSEGI can be found at the following links: <https://www.cookcountyil.gov/service/policy-roadmap> or <https://www.cookcountyil.gov/content/south-suburban-economic-growth-initiative-ssegi>

The project adheres to the policy and strategies for Infrastructure and Public Facilities, as included within item No. 1 of Cook County's Plan. The roadway improvement will encourage needed residential economic development in the area while also improving existing home values. Additionally, the project coordinates multiple infrastructure projects into a single project, by the inclusion of both the roadway work and the combined sewer repairs. Furthermore, the project advances a non-vehicular component by providing sidewalk repairs and ADA improvements.

This project is part of a greater plan of improvements within the Village. A recent focus was given to this section of the Village by making improvements to a neighboring roadway (19th Avenue) and giving further consideration for improvements to roadways in need within this area.

This project is an upgrade to critical infrastructure within the LMI area and will continue the Village's support of Capital Improvements within its LMI areas.



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

Specific Outcome Indicators

Anticipated Number of Persons to be Assisted (Infrastructure & Public Facility Projects)

(For municipal infrastructure projects, census tract or block group data is permissible.)

With NEW access to service or benefit

With IMPROVED access to service or benefit 1,445

Anticipated Number of Businesses to be Assisted (For Profit & Non Profit)

With NEW access to service or benefit

With IMPROVED access to service or benefit

Anticipated Economic Development Impact (if applicable)

Estimated number of jobs created

Estimated number of jobs retained

Estimated amount of taxes generated

Estimated number of businesses retained and/or recruited

Anticipated Number of Housing Units Assisted (if applicable)

Estimated number of units occupied by low- or moderate income households



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

CAPACITY AND SKILLS TO EXECUTE THE PROJECT (25 Pts.)

PREVIOUSLY FUNDED APPLICANTS:

Does your municipality or agency have any CDBG project balances, Yes No with the exception of a current Program Year 2020 grant?

If yes, please explain why the project(s) currently have balances and the planned steps to expend remaining funds. Please specify expected deadlines for expending the remaining funds.

Does your municipality or agency have any outstanding CDBG performance reports, HUD reports or monitoring findings? Yes No

If yes, please identify the project(s) via project number(s) and explain why the project(s) currently have outstanding performance reports, HUD reports or monitoring findings. Cook County maintains reporting records and will be verifying this information. Outstanding performance reports/HUD reports/monitoring findings can be submitted with the application, or preferably prior to submission of the application.

N/A

On your past CDBG projects, please describe your performance related to contracting with Minority Business Enterprises (MBE's), Women Business Enterprises (WBE's) and Section 3 businesses, as well as your hiring of Section 3 residents. *(If additional space is required, please include attachments.)*

The Village supports the utilization of disadvantaged businesses within CDBG projects as well as Village standalone projects. For CDBG projects, the Village adheres to the Cook County Special Provisions for MBE/WBE contract goal requirements of 24%/10%. The utilization plan and compliance forms are carefully reviewed prior to awarding the contract, to ensure that the goals are scheduled to

NEW AND PREVIOUSLY FUNDED APPLICANTS:

Has your municipality or agency previously executed similar projects (whether with CDBG or other funding)? Yes No

If yes, please describe the project(s) previously completed and the outcome(s).

The Village has utilized CDBG funding as part of the PY 2018 (2nd Avenue and Washington Boulevard Improvements), PY 2017 (20th Avenue and Warren Street Improvements), PY 2016 (17th and 18th Avenue Improvements), and PY 2014 Washington Boulevard (9th Ave to 6th Ave). The Village is highly dependent upon CDBG funds and has utilized them consistently on an annual basis. See

If not, please explain how you will successfully administer this program and execute the proposed project given that you have not previously executed similar efforts. *(If additional space is required, please include attachments.)*

**Village of Maywood
CDBG Program Year 2021 Application**

**“BEFORE AND AFTER” PHOTOS
PY 2019 PROJECT RECAP**

2nd Avenue and Washington Boulevard Roadway Improvements Project



600 BLOCK OF 2ND AVENUE LOOKING NORTH (BEFORE CONSTRUCTION)

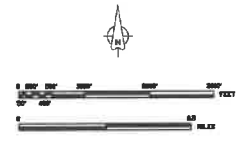


52

600 BLOCK OF 2ND AVENUE LOOKING NORTH (AFTER CONSTRUCTION)



PROJECT AREA MAP RECENT INVESTMENTS



LEGEND OF SYMBOLS

	INVEST IN COOK 2017 (PLANNING)
	INVEST IN COOK 2018 (PLANNING)
	CDBG PY 2016
	COOK COUNTY INFRASTRUCTURE GRANT (2017)
	CDBG PY 2017
	CDBG PY 2020

HANCOCK
ENGINEERING

- ◆ Civil Engineers
- ◆ Municipal Consultants
- ◆ Established 1911

9433 Danvers Road
Washington, Illinois 60543-3763
Phone: 708.865.4400
Fax: 708.865.4111

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2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

LEVERAGING OTHER FUNDING (10 Pts.)

If applicable, please describe how this CDBG funding will help you leverage future funding and/or how your municipality or agency will leverage other funds (public or private) over the long-term to support your efforts and reduce reliance upon Cook County CDBG funding. *(If applicable, please complete and certify "FORM B: ESTIMATED MATCHING FUNDS CERTIFICATION" included in this application.)*

The Village has continually reviewed sources for funding, including grants such as "Invest in Cook", MWRD Green Infrastructure grants, ITEP, Safe Routes to School, STP funds, and others. The Village reviews its MFT allotments, Village general funds and applicable TIF funding from existing districts to improve its infrastructure. The Village has aggressively pursued grants that open doors for projects to become "shovel ready" and leveraged the ability to obtain additional grants. The Village has given a focus to having match funds available for these types of programs.

Providing CDBG monies for this area of town has allowed the Village to use local funds as "match money" in other areas of town not eligible for CDBG grants to secure Federal Funding.



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

PROPOSED PROJECT BUDGET (10 Pts.) (Clarity and Reasonableness of Proposed Costs)

STAFF SALARIES, IF APPLICABLE (3 Person Limit)

Position	(A) Annual Salary	(B) % of time spent on project	(A) multiplied by B) Salary allocated for project	Salary CDBG Portion	Project Match (In-Kind)
TOTAL SALARIES			N/A		

Please note: Fringe benefits and indirect costs are not applicable for Capital, Demolition or Economic Development Projects.



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

PROPOSED PROJECT BUDGET (CONT'D) (Clarity and Reasonableness of Proposed Costs)

LINE ITEM BUDGET

<i>Project Activity</i>	CDBG Funds	Matching Funds	TOTAL
Capital Improvements	\$309,000		\$309,000
Public Facilities			
Demolition			
Economic Development			
Total Project Activity	\$309,000		\$309,000

<i>Project Delivery</i>	CDBG Funds	Matching Funds	TOTAL
Staff Salaries			
Postage			
Printing			
Publication/Notices			
Project Travel @ \$0.56 per mile			
Total Project Delivery			
<i>***Professional Services</i>	CDBG Funds	Matching Funds	TOTAL
Engineering	\$55,500		\$55,500
Architectural			
Legal			
Accounting (except Single Audit)			
Other:			
Total Professional Services	\$55,500		\$55,500
Grand Total (Project Activity, Project Delivery & Prof. Services)	\$364,500	\$0	\$364,500

*****Professional Services MUST be procured if you are using CDBG funds.**

{Please attach any construction cost estimates, preferably provided by a certified engineer.}

Village of Maywood
 2021 PY CDBG Project Consideration
 Preliminary Estimate of Costs
 21st Avenue from Harrison Street to Van Buren Street
 2/12/2021

Engineer's Opinion of Cost
21st Avenue Improvements (Harrison Street to VanBuren Street)

	Quantity	Unit	Unit Price	Total Cost
1 Earth Excavation	350	Cu Yd	40.00	14,000.00
2 Geotechnical Fabric	1,750	Sq Yd	4.00	7,000.00
3 Undercuts	150	Cu Yd	80.00	12,000.00
4 4" Binder	400	Ton	87.00	34,800.00
5 2" Surface	225	Ton	92.00	20,700.00
6 6" Aggregate Base Course	1,750	Sq Yd	8.00	14,000.00
7 Combination Curb and Gutter Removal	1,050	Foot	7.00	7,350.00
8 Sidewalk Removal	2,200	Sq Ft	2.00	4,400.00
9 Driveway Pavement Removal	250	Sq Yd	14.00	3,500.00
10 Pavement Removal	1,750	Sq Yd	16.00	28,000.00
11 HMA Surface Removal (Variable Depth)	120	Sq Yd	20.00	2,400.00
12 Structures to be Reconstructed	4	Each	800.00	3,200.00
13 Combined Sewer Repairs	1	L.S.	25,000.00	25,000.00
14 Storm Sewer Repairs	1	L.S.	18,000.00	18,000.00
15 Combination Curb and Gutter, Type B-6.12	1,050	Foot	30.00	31,500.00
16 Portland Cement Concrete Sidewalk, 5"	2,200	Sq Ft	7.00	15,400.00
17 Portland Cement Concrete Driveway Pavement, 7"	250	Sq Yd	65.00	16,250.00
18 Protective Coat	750	Sq Yd	2.00	1,500.00
19 Class "D" Patches, Types I-IV, 4"		Sq Yd	40.00	0.00
20 Bituminous Materials (Prime Coat)	350	Gallon	2.50	875.00
21 Leveling Binder (Machine Method), N50, 1"	15	Ton	92.00	1,380.00
22 Hot Mix Asphalt Surface Course, Mix "D", N50, 2"	15	Ton	92.00	1,380.00
23 Topsoil Placement, 3"	1,200	Sq Yd	6.00	7,200.00
24 Sodding	1,200	Sq Yd	11.00	13,200.00
25 Thermoplastic Pavement Markings	1	L.S.	2,575.00	2,575.00
26 Traffic Control and Protection (6%)	1	L Sum	16,000.00	16,000.00
27 ADA Replacement Corners	2	Each	3,695.00	7,390.00
Construction Total				\$ 309,000.00
Design Engineering				\$ 24,700.00
Construction Engineering				\$ 30,800.00
Total Opinion of Cost				\$ 364,500.00

Funding Breakdown	
2020 CDBG Application	\$ 309,000.00
MFT Funds/General Fund (100% Engineering + Construction Match)	\$ 55,500.00



William O. Peterhansen 2-12-21
 License Exp. 11-30-21



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

PROJECT ELIGIBILITY

Please see the Application Guide for more information on eligibility.

A. AREA BENEFIT: (if applicable)

Total percentage of low and moderate-income persons served in area:

Census Tract	Block Group	% Low/Mod Income
8177.00	4	62.36
TOTAL AVERAGE LOW/MOD INCOME AREA PERCENTAGE:		62.36

(Please see the 2021 CDBG Application Guide for appropriate website links.)

B. LIMITED CLIENTELE BENEFIT: (if applicable)

1. Presumed Benefit	2. Low- and Moderate-Income Persons* Served
Qualifying group _____	Moderate-income (61-80% of AMI) _____
Number of persons served _____	Low-income (51-60% of AMI) _____
	- OR -
	Very Low (31-50% of AMI) _____
	Extremely Low (<30% of AMI) _____
	Total Served (add above lines) _____
	Number of Female-Headed Households _____

*How will income be verified? Check below:

- Income Verification Request Forms *(Attach a sample of the form you will use.)*
- Eligibility Status for other Governmental Assistance program
- Self-Certification *(You must request source documentation for 20% of certifications and must inform the beneficiary that all sources of income and assets must be included when calculating annual income)*



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

READINESS TO PROCEED (0 to -15 Pts.)

Summary of Project Readiness: Please indicate if all funds have been secured for this project and the date the project is ready to start. Please describe any obstacles that will prevent this project from starting on time. Please explain if this project will require phases/multi-year to complete. *(If additional space is required, please include attachments.)*

It is unknown at this time if matching funds can be secured for this project, due to the ongoing pandemic. The FY 2021/2022 budget is being prepared and discussed at this time. It is hopeful that a relevant amount of matching funds will be available for construction and engineering upon the execution of the Subrecipient Agreement.



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

PROJECT COMPLETION SCHEDULE

Capital Improvement Projects - Please provide a detailed time line outlining specific plans for completing this project within 12 months after issuance of the "Authorization to Incur Grant Costs", including but not limited to project specification development, bid and contractor procurement, pre-construction, construction and completion schedule. Assume that the authorization to incur grant costs will be issued by 12/31/21. Construction should begin in the spring to the extent possible.

January 2022 (Notice to Proceed Issuance) Prepare Plans and Specifications
February 2022 Prepare Plans and Specifications
March 2022 Submit Plans and Bidding Documents for County Review
April 2022 Advertise for Bids/Awards Contract
May 2022 Construction
June 2022 Construction
July 2022 Punch List and Project Completion
August 2022 Submit Final Pay Estimate
September 2022 Submit Final Project Closeout Documents to Cook County
October 2022 Begin In-House Annual Maintenance Program
November 2022
December 2022 (Project Completion, if not earlier)



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

BROADER CONTEXT OF PROJECT (20 Pts.)

Please describe how your agency's proposed project is part of a broader organizational strategic plan or vision, and/or consistent with an existing local plan (e.g., comprehensive plan, capital improvement plan) or a plan produced through CMAP's Local Technical Assistance Program, RTA's Community Planning Program, or similar programs. Describe any connection to the Cook County Department of Transportation and Highways' *Invest in Cook* program - <https://www.cookcountyil.gov/investincook>. If your project relates to the United Way Neighborhood Network in Blue Island/Robbins, describe the connection. (In addition to your narrative response below, please provide a copy of or a link to relevant plans, pages, etc.)

A Village-wide evaluation of roadway conditions was most recently updated in 2019. The proposed project will address a section of roadway which was identified for immediate need of improvement. Additionally, the Village has created a Five Year Capital Improvement Plan to address the Village's aging infrastructure on a Village wide basis.

This project is part of a greater plan of improvements within the Village. A five year focus has been given to improve neighboring streets in this localized section of the Village utilizing CDBG funds, and will be nearly realized by completion of this project. Additionally, this project connects to 19th Avenue, which is both a collector route and recipient of the 2018 Invest in Cook grant. Preliminary Engineering as funded by the Invest in Cook grant is currently ongoing. This project is also located near to Washington Boulevard, which was a recipient of an Invest in Cook grant for preliminary engineering in 2017.

Does your proposed project connect to a geographic target area or to other recent projects? If so, describe the connection. Please provide a map showing recent investments/developments and the proposed 2021 project. This question applies to demolition projects as well as construction and facility improvements.

The Village is systematically improving the roadways throughout the Village of Maywood. See above answer for additional information. A map of the recent investments as relates to the 2020 project has been attached and can be found in Supporting Document No. 3.



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

BROADER CONTEXT OF PROJECT (CONT'D)

If you are proposing an infrastructure improvement, how are you considering storm water management, flood issues or “Complete Streets” in the design of the project, where applicable? Cook County encourages applicants to consider these broader impacts of the proposed project. We will be examining proposals in the context of local flooding data, as well as assessing a project’s impact on making the County less auto dependent. Please also describe any sustainable or resilient features of the proposed project.

The area that the improvements are located within has experienced flooding during heavy rain events. Flooding has consisted of alley flooding, street flooding, and basement backups.

The combined sewer will be repaired and see an increase in service/capacity as a result. Infiltration will be reduced/eliminated which will also provide an increase in service. Furthermore, backflow preventers may be installed at cross connections to the relief sewers in an effort to reduce/eliminate stormwater from overtaxing the combined sewer.

The sidewalks will be completely replaced which will assist pedestrians and children traveling to school via foot or bicycle. The new grading of the curbs will also offer a full height of curb as protection to the pedestrians on the sidewalk and reduce the chance of vehicles traveling over the curb (existing gutters are overlaid and have minimal curb height).

Regional Collaboration

Does your proposed project offer or support a plan for regional or sub-regional collaboration?

Yes No

Is your proposed project consistent with the [ON TO 2050 comprehensive regional plan](#)?

Yes No

Please describe how your efforts are related to regional or sub-regional collaboration and/or is consistent with ON TO 2050. *(If additional space is required, please include attachments.)*

GO TO 2050 is about sustainable prosperity and one of the elements that is to remain an attractive place for residents and business. One of the ways of meeting that goal is modern, well maintained infrastructure. The use of CDBG funds in this area will help to maintain the infrastructure in this area thereby keeping it an attractive and safe place to live and for business.



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

Innovative or Creative Aspects of Proposal

Does your proposed project include innovative aspects?

- Yes No

If yes, please describe the creative elements of your proposal?

The consideration to make repairs to the combined sewer by "Cured In Place Lining Method" is innovative, in that it will reduce the carbon footprint of the project, reduce waste and hauling, and save money for the tax payers. This is an innovative way of repairing sewers as opposed to the traditional open cut method. Feasibility and costs will be reviewed during the final design to determine if cost effective in this particular case.

Economic Development Activities

Does your proposed project directly or indirectly facilitate economic development using any of the activities described below? (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Business Incubator | <input type="checkbox"/> Commercial/Industrial Rehabilitation/Improvements |
| <input type="checkbox"/> Economic Development Infrastructure Projects | <input type="checkbox"/> Façade Improvements |
| <input type="checkbox"/> Non-Profit Business and Technical Assistance | <input type="checkbox"/> Micro-Enterprise Assistance |
| | <input type="checkbox"/> Public Facilities |

Economic Development Impact

Does your proposed project directly or indirectly facilitate economic development targeting the following as major goals? (check all that apply):

- Job Creation Job Retention Goods or Services Provision

Please describe how your proposed project will facilitate economic development directly or indirectly, including specifying major goals. *(If additional space is required, please include attachments.)*



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

Does your proposed project/program incorporate any of the following components? (check all that apply):

Capital Improvements

- | | |
|---|--|
| <input type="checkbox"/> Facilitates broadband connectivity ("last mile infrastructure readiness") | <input type="checkbox"/> Incorporates underground utility lines as appropriate |
| <input checked="" type="checkbox"/> Improves infrastructure or adds facilities that promote walking, bicycling, or transit access | <input type="checkbox"/> Supports new affordable housing development |

Economic Development

- | | |
|--|---|
| <input type="checkbox"/> Generates tax revenue | <input type="checkbox"/> Facilitates additional investments in industrial and/or commercial corridors |
| <input type="checkbox"/> Promotes economic development focused public or non-profit capacity building as part of an existing regional plan | <input type="checkbox"/> Encompasses foreclosure prevention strategies |
| <input type="checkbox"/> Functions as part of broader Transit Oriented Development (TOD) or Cargo Oriented Development (COD) area | <input type="checkbox"/> Attracts employers to area of need, or links residents to jobs |

Long Range Planning and Sustainability

- | | |
|---|---|
| <input type="checkbox"/> Promotes energy efficiency improvements | <input type="checkbox"/> Encourages environmentally friendly or green initiatives |
| <input checked="" type="checkbox"/> Functions as part of a broader strategic plan or vision | <input type="checkbox"/> Demonstrates ongoing efforts to promote and enforce fair housing practices |



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

Please describe your municipality's ongoing efforts to affirmatively further fair housing.

Please see the Fair Housing efforts outlined on Form D.

Please explain how your project supports any of the other boxes checked above.

Please describe any other funding you currently receive from other departments or agencies of Cook County. If you do receive other Cook County funding, please indicate whether or not that funding supports the activity(ies) you are applying for in this CDBG application. *(If additional space is required, please include attachments.)*

The Village recently received Invest in Cook Grants.

The Village does not receive continual funding from other departments or agencies of Cook County.



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

APPLICATION RESOLUTION AND CERTIFICATION

Instructions

Cook County has prepared two versions of the authorizing resolution: one for municipalities and one for all other applicants. Please choose the appropriate resolution. Samples of the versions are included in this application.

The person signing the application must be the same person authorized to sign by the resolution.

The resolution must be adopted by your governing body and a **certified** copy submitted with the application. A sample form for certification by non-municipal agencies is included.

A municipal or agency seal should be included on both the resolution and the certification. If an agency does not have a seal, please indicate that on the forms.



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

FORM A-1: SAMPLE RESOLUTION Municipality

NOW, THEREFORE BE IT RESOLVED by the Mayor/President and Council/Board of Trustees of Municipality, Illinois as follows:

Section 1. That a Request is hereby made to the County of Cook, Illinois for Community Development Block Grant ("CDBG") funds for Program Year 2021 in the amount of \$ _____ for the following project(s):

Project: _____ Amount: \$ _____

as identified in **Municipality's** CDBG 2021 Program Year

Section 2. That the (insert position title of person signing the application) is hereby authorized to sign the application and various forms contained therein, make all required submissions and do all things necessary to complete the application for the funds requested in Section 1 of this Resolution, a copy of which application is on file with the Secretary.

-B Optional -B

Section 3. That the (insert position title of person signing the matching funds certification) is hereby authorized to certify that matching funds which have been identified as supporting its projects as set out within its application will be made available upon the approval of the projects by the County of Cook, Illinois or the prorated share thereof.

Dated this _____ day of _____ 2021

By: _____
Print Name - Mayor/President Sign - Mayor/President

Attest: _____
Print Name - Clerk Sign - Clerk

{SEAL}



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

FORM C: MAINTENANCE OF EFFORT AND PROJECT SUSTAINABILITY Capital Improvement Project

CDBG funds cannot be used for on-going maintenance, building operations and staffing requirements for projects constructed or rehabilitated with CDBG funds. Please provide the following information concerning these costs:

Amount of Annual Funds Required for Maintenance of Effort/Project: \$ 3,000

Source of Funds: Corporate Funds

Designated Use of Maintenance Funds: (i.e. utilities, staff, equipment, maintenance). An applicant must demonstrate the availability of funding to perform routine maintenance/upkeep on the proposed CDBG project and should strive to have adequate reserves to cover needed larger improvements with less reliance on CDBG funding.

Routine Maintenance will be performed on this roadway including roadway sweeping, catch basin cle



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

FAIR HOUSING ACTION PLAN - 2021 PROGRAM YEAR

The Secretary of the United States Department of Housing and Urban Development requires that Community Development Block Grant recipients certify that they will comply with Title VIII of the Civil Rights Act of 1968. To fulfill this certification, Cook County requires each **municipal** Subrecipient to take action each year to affirmatively further fair housing.

In accordance with Cook County's revised *Analysis of Impediments to Fair Housing Choice*, please indicate on the list below *all* of the items that currently apply to your municipality:

- Existence of a fair housing ordinance
- Existence of a fair housing enforcement body that is responsible for reviewing fair housing complaints
- An individual identified as the fair housing compliance officer
- Existence of an action plan for affirmatively furthering fair housing
- Outreach to the public on fair housing issues via workshops, educational materials, etc.
- Outreach to housing-related industries including real estate, finance and property management on fair housing issues via workshops, educational materials, etc.
- Annual fair housing training for municipal staff, especially those answering public phone calls
- Annual reviews of land use and zoning ordinances and building codes to ensure they are not impediments to fair housing

As part of the application, a municipal Subrecipient must submit a Fair Housing Action Plan. If you already have a plan, you should review it to ensure the plan is still relevant and up-to-date before submission.

The following are examples of actions your municipality can take to affirmatively further fair housing. Please check the appropriate sections that you plan to undertake during this program year. On the attached Form D, provide a narrative of actions to be undertaken and what your agency plans to accomplish during this program year to affirmatively further fair housing.

- Provide copies of fair housing brochures published and distributed among realtors and other businesses in your community.
- Provide copies of newspaper articles published locally about fair housing issues in your community.
- Provide a summary of activities conducted to promote an open community.
- Enact a Fair Housing Ordinance.
- Update/Amend your Fair Housing Ordinance, if applicable.
- Attend Cook County's Fair Housing Seminar.
- Submit notices, agendas and minutes of Fair Housing meetings sponsored by your municipality.

These points are merely suggestions for the types of actions that are acceptable to demonstrate your community's active commitment to fair housing. Additional or different action may be acceptable as well, and your submissions are not limited to the types listed above.

The County is required to provide documentation supporting its activities in compliance with Title VIII of the Civil Rights Acts of 1968. The activities of Cook County's Subrecipients, therefore, require this documentation. Failure by a municipal Subrecipient to provide complete and accurate information to the County in a timely manner may jeopardize current and/or future funding for that community.



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

FORM D: FAIR HOUSING ACTION PLAN (0 to -10Pts.) Municipalities Only

Please complete the Department of Planning and Development's Municipal Fair Housing Survey at this link:
<https://www.surveymonkey.com/r/municipalfairhousingsurvey>

All municipal applicants should complete the survey by the application due date of March 12, 2021.

If you have questions regarding the Fair Housing Survey, please feel contact Dominic Tocci at Dominic.tocci@cookcountyil.gov or Sylvia Parham at sylvia.parham@cookcountyil.gov

ACTIONS TO BE UNDERTAKEN FOR THIS 2021 PROGRAM YEAR:

See attached Fair Housing letter, residential flyer, and Ordinance located within Support Document No. 4



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

FORM E: RACIAL EQUITY INFORMATION Non-Profit Agencies Only

Please answer the following question and complete the table below.

How is your organization and/or this project advancing racial equity? *(If additional space is required, please include attachments.)*

Please complete the following table with demographic data on your Board, staff and clients/beneficiaries.

RACE	Number of Board Members	Number of Staff Members	Number of Clients/Beneficiaries
White			
Black or African American			
American Indian or Alaska Native			
Asian			
Native Hawaiian or Other Pacific Islander			
Some other race			
Two or more races			
ETHNICITY	Number of Board Members	Number of Staff Members	Number of Clients/Beneficiaries
Hispanic or Latino			
Not Hispanic or Latino			



2021 CDBG Capital Improvement/Demolition and Economic Development Project Application

AUDITED FINANCIAL STATEMENTS
(Please attach the most current.)



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

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

mtjurusik@ktjlaw.com
DD 312-984-6432

www.ktjlaw.com

MEMORANDUM

TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: February 24, 2021
**RE: The 2021 Community Development Block Grant Program Year ("CDBG Program") --
CDBG Application for the 21st Avenue from Van Buren Street to Harrison Street
Roadway Improvements Project**

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

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AND THE FILING OF AN APPLICATION BY THE VILLAGE OF MAYWOOD FOR A PROJECT TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE 2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR
(Project: 21st Avenue from Van Buren Street to Harrison Street Roadway Improvements)

The enclosed Resolution approves and authorizes the Village to file an application with Cook County for an allocation of funds during the 2021 Program Year under the Community Development Block Grant Program ("CDBG Program") to complete the 21st Avenue from Van Buren Street to Harrison Street Roadway Improvements Project ("Project"), which is described in the Village Engineer's Project Memorandum dated February 19, 2021. The Village Engineer's Project Memorandum sets forth the requested amount of CDBG Program funds to complete the Project and the amount of needed matching funds and identifies the following funding sources to pay for the Project:

- Community Development Block Grant ("CDBG") 2021 Program Year
- General Corporate Funds of the Village (remainder of the Project costs), which includes 21st Avenue from Van Buren Street to Harrison Street, and consists of six hundred (600) feet of roadway and sewer improvements. The Village is seeking \$309,000.00 of CDBG Funds and will match \$55,500 from the Village General Funds. The Total Estimated Project Cost is \$364,500.00.

The enclosed Authorizing Resolution is a required submittal to Cook County as part of the Village's CDBG Program Application.

If there are any questions, please contact me.

Mike

Enclosure

- cc: Viola Mims, Village Clerk (w/ encl.)
Willie Norfleet, Jr., Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
David Myers, Director of Community Development (w/ encl.)
John West, Public Works Director (w/ encl.)
Mark Lucas and Bill Peterhansen, Village Engineers (w/ encl.)

RESOLUTION NO. R-2021 - ____

**A RESOLUTION AUTHORIZING AND APPROVING
THE EXECUTION OF AND THE FILING OF AN APPLICATION
BY THE VILLAGE OF MAYWOOD FOR A PROJECT TO BE FUNDED
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR THE 2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR**

(Project: 21st Avenue from Van Buren Street to Harrison Street Roadway Improvements)

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board") desire to file an application to Cook County for an allocation of funds during the 2021 Program Year under the Community Development Block Grant Program ("CDBG Program") in order to complete a capital improvement within the Village of Maywood (the "Village"), described as follows: 21st Avenue from Van Buren Street to Harrison Street, and consists of the completion of six hundred (600) feet of roadway and sewer improvements. The specific improvements will include roadway improvements, complete removal and replacement of the concrete curb and gutter, sidewalks and driveways, replacement of Americans With Disabilities Act ("ADA") compliant roadway crossings, replacement of drainage structures and sewer laterals where repair is needed, combined sewer repairs by Cured in Place Lining method, the removal and excavation of the existing pavement, installation of 6" aggregate base course, 4" of full depth hot-mix asphalt binder course and 2" of hotmix asphalt surface course, thermoplastic pavement markings, and other ancillary items, landscaping restoration, and other appurtenant improvements (the "Project"); and

WHEREAS, the Project is an eligible capital improvement under the CDBG Program; and

WHEREAS, the Village Board has made a finding and determination that there is a need to complete the Project because the improvements within this area of the Village will provide a direct benefit to the residents and property owners so as to improve their housing conditions, living environment and safety, and to preserve the neighborhood; and

WHEREAS, the Village Board provides the following assurances and certifications with respect to the requested CDBG Program grant funding:

1. The Village Board possesses the legal authority to approve and accept the CDBG Program grant and to arrange for the completion of the Project.
2. The Village Board has duly adopted this Resolution, authorizing the filing of the application and supporting documents, including all understandings and assurances contained therein, and directing and authorizing the Village President, as the official representative of the grantee, to act in connection with the CDBG Program grant request and to provide such additional information as may be required by Cook County.
3. From time to time, the Village Board has held public hearings to obtain the views of citizens regarding the Village of Maywood's development and housing needs.

4. The request for CDBG Program funding, as contained in this Resolution, furthers the Village's operation of a program which addresses development issues to improve the Village, its housing, its infrastructure, its local tax base and the welfare of its residents.

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

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

SECTION 2: The Village Board authorizes the execution of and submittal of an application and supporting documents to request from the County of Cook, Illinois Community Development Block Grant Program ("CDBG Program") funds for the Program Year 2021 for the following Project:

- A. **Capital Improvements – Infrastructure:** \$309,000.00 of CDBG Program funds are requested for the 21st Avenue from Van Buren Street to Harrison Street Roadway Improvements Project to complete six hundred (600) feet of roadway and sewer improvements. The specific improvements will include roadway improvements, complete removal and replacement of the concrete curb and gutter, sidewalks and driveways, replacement of Americans With Disabilities Act ("ADA") compliant roadway crossings, replacement of drainage structures and sewer laterals where repair is needed, combined sewer repairs by Cured in Place Lining method, the removal and excavation of the existing pavement, installation of 6" aggregate base course, 4" of full depth hot-mix asphalt binder course and 2" of hotmix asphalt surface course, thermoplastic pavement markings, landscaping restoration, and other appurtenant improvements. Total estimated Project Cost: \$364,500.00; Village Matching Funds from Village General Funds: \$55,500.00.

The Project is more particularly described in the Village of Maywood CDBG Program Application for the Program Year 2021, which is incorporated herein by reference and made a part of this Resolution. A copy of the executed Application shall be retained on file in the Village Clerk's Office.

SECTION 3: The President and Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute and file the application and various forms contained therein, make all required submissions and do all things necessary to apply for the requested CDBG Program funds for the Project. The President and Board of Trustees authorize and direct the Village Manager, the Village Engineer and the Village Attorney, or their designees, to execute any documents relating to the application that require their signatures and to assist with the application process to the extent necessary.

SECTION 4: The Village President is authorized to certify to Cook County, or any other requesting federal, state or government agency with jurisdiction, that the Village's matching funds, which have been identified above in Section 2 and within the Application, will be made available upon the approval of the Project by the County of Cook, Illinois.

ADOPTED this 2nd day of March, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 2nd day of March, 2021, 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

(SEAL)

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, and is entitled:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND APPROVING
THE EXECUTION OF AND THE FILING OF AN APPLICATION
BY THE VILLAGE OF MAYWOOD FOR A PROJECT TO BE FUNDED
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR THE 2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR**

(Project: 21st Avenue from Van Buren Street to Harrison Street Roadway Improvements)

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 2nd day of March, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 2nd day of March, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 2nd day of March, 2021.

Viola Mims, Village Clerk

[SEAL]



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: March 2nd, 2021 Board of Trustees Meeting Agenda
RE: PC/ZBA Case #21-001 Findings of Fact – An application requesting to re-zone property commonly known as 109 S. 9th Ave and 115 S. 9th Ave from R-3 Two Family Residential Housing Zoning District to BIP Business Industrial Park Zoning District, as well as requested zoning relief from Table 13-1 (Off Street Parking Requirements) in Chapter 13 of the Maywood Zoning Ordinance (MZO). The ordinance calls for 68 parking spaces to be provided, the new requested parking variance from the applicants is for 55 spaces.

ATTACHMENTS:

- 1) Findings of Fact - PC/ZBA Case #21-001
- 2) PCZBA Case 21-001 - Group Exhibit A – Staff report and Petitioner’s submittal

Background:

An application requesting to re-zone property commonly known as 109 S. 9th Ave and 115 S. 9th Ave from R-3 Two Family Residential Housing Zoning District to BIP Business Industrial Park Zoning District was submitted by John Plavsic (applicant on behalf of AVW Equipment). The re-zoning will allow for the construction of a parking lot that will help AVW meet parking requirements for AVW’s proposed expansion. They also requested a variance for zoning relief from Table 13-1 (Off Street Parking Requirements) in Chapter 13 of the Maywood Zoning Ordinance (MZO). The ordinance calls for 68 parking spaces to be provided, the new requested parking variance from the applicants is for 55 spaces. The public hearing was commenced on February 3rd and was continued to and concluded at the February 9th, 2021 PCZBA meeting.

Following a Plan Commission/Zoning Board of Appeals (PC/ZBA) public hearing held on February 9th, 2021, the PC/ZBA recommended approval of the proposed Map amendment and variance requests for AVW’s proposed parking lot.

The approval was recommended on a vote of 3-1-0.

Action:

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



**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 #21-001
March 2nd, 2021**

APPLICATION: PC/ZBA Case #21-001 – An application requesting to re-zone property commonly known as 109 S. 9th Ave and 115 S. 9th Ave from R-3 Two Family Residential Housing Zoning District to BIP Business Industrial Park Zoning District had been submitted by John Plavsic (applicant on behalf of AVW Equipment) and was discussed at the PC/ZBA meeting on February 9th, 2021. The re-zoning will allow for the construction of a parking lot that will help AVW meet parking requirements for AVW’s proposed expansion. They also requested zoning relief from Table 13-1 (Off Street Parking Requirements) in Chapter 13 of the Maywood Zoning Ordinance (MZO). The ordinance calls for 68 parking spaces to be provided, the new requested parking variance from the applicants is for 55 spaces.

The Properties requested to be rezoned are legally described as follows:

PIN: 15-11-145-003-0000 & 15-11-145-004-0000

PROPERTY ADDRESS: 109 SOUTH 9TH AVE, MAYWOOD, ILLINOIS 60153

Legal Description: PARCEL 1: LOTS 4 AND 5 IN BLOCK 59 IN MAYWOOD, BEING A SUBDIVISION OF PART OF SECTIONS 2,11, AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-11-145-005-0000

PROPERTY ADDRESS: 115 SOUTH 9TH AVE, MAYWOOD, ILLINOIS 60153

Legal Description: PARCEL 2: LOTS 6 AND 7 IN BLOCK 59 IN MAYWOOD, A SUBDIVISION IN SECTIONS 2,11, AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11,1870 AS DOCUMENT 44565, IN COOK COUNTY, ILLINOIS. IN COOK COUNTY, ILLINOIS.

The property for which the parking variation is sought includes the above properties, as well as the property legally described as follows:

PIN: 15-11-145-046-0000

PROPERTY ADDRESS: 810 ST CHARLES RD, MAYWOOD, ILLINOIS 60153

Legal Description: PARCEL 1: THE EAST 94 FEET OF LOT 43 AND ALL OF LOTS 44, 45 AND 46 IN BLOCK 59 IN MAYWOOD, A SUBDIVISION OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: THE EAST 7 FEET OF VACATED ALLEY WEST OF AND ADJOURNING SAID LOTS 44, 45 AND 46 IN COOK COUNTY, ILLINOIS

Petitioner: John Plavsic (applicant on behalf of AVW Equipment)

PC/ZBA Case #21-001

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

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

Staff:

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

SUMMARY OF REQUEST AND RECOMMENDATION:

The applicant is requesting to re-zone 109 S. 9th Ave and 115 S. 9th Ave from R-3 Two Family Residential Housing Zoning District to BIP Business Industrial Park Zoning District, to allow for the construction of their proposed parking lot. A variance from the parking requirements for manufacturing, office, and warehouse/distribution uses located at this site will be required as well, in order to accommodate AVW's proposed expansion.

At the February 25th, 2020 PCZBA meeting regarding AVW's initial expansion, the applicant stated that their parking plan included the purchase of the above-mentioned properties (109 S. 9th Ave and 115 S. 9th Ave) as well as the Cook County Land Bank property located at 136 S. 8th Ave. The plan was to purchase all three properties and convert into parking lots that would accommodate the required parking needed for the proposed expansion.

Since then, the applicant has reported that the purchase process with CCLBA for 136 S. 8th Ave has been severely delayed due to COVID, and they do not believe they will be able to purchase this property in a timely manner, to construct the proposed parking lot before the date of expiration on the original granted request (which took place May 5th, 2020).

For this reason, the applicant is revising their request for relief from parking space requirements from the originally granted 66 spaces down to 55 (meaning they would need relief from providing an additional 13 spaces according to Chapter 13 Off Street Parking & Loading, Table 13-1 Off Street Parking Requirements). This will allow AVW to begin construction on their proposed expansion without being held back by the CCLBA.

PUBLIC HEARING – February 3rd PCZBA Meeting:

Chair Lira opened the PCZBA meeting for the evening at 7:12 pm. Mr. Lara did the roll call, where Commissioners Dawson, Stelnicki, Campbell, and Chair Lira confirmed their attendance as well as Village Attorney Michael Marrs and John Plavsic from AVW Equipment Co. Attorney Marrs then announced that there was a posting problem with posting the agenda, and without it being posted for 48 hours prior to the meeting, we cannot host the meeting under the open meetings act, so what we are going to do today is to announce the rescheduling of the special meeting and public hearing to next Tuesday, February 9th at the same time (7pm) and with the same agenda. For any members of the public who might be listening, we are going to do a notice via regular mail to anyone who received a notice previously, just to let them know about the rescheduling. That notice will go out tomorrow, I think Edgar pulled the Plan Commission and we have confirmed a quorum for next Tuesday, so those of you who can make it on Tuesday we will see you then. We appreciate the commissioners who came out tonight for this exercise so that we could have a quorum and make the announcement, I appreciate it. The zoom link for the new meeting date will be sent out tonight.

Commissioner Stelnicki made a motion to adjourn the meeting, Commissioner Dawson seconded the motion. Chair Lira and Commissioners Dawson, Stelnicki, and Campbell all voted to adjourn the meeting.

CONTINUED PUBLIC HEARING – February 9th PCZBA Meeting

The continued public hearing for this Project was commenced and completed on February 9th 2021. At the public hearing, Village staff and Mr. Plavsic 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 February 9th 2021 PC/ZBA Meeting.

Mr. Lara stated that he received an application to re-zone 109 S. 9th Ave and 115 S. 9th Ave from R-3 Two Family Residential Housing Zoning District to BIP Business Industrial Park Zoning District, which will allow AVW to provide parking for their proposed expansion that they received parking variances and setback variances for, last year. They also asked to revise their request for relief from required parking spaces that was granted early last year: they originally provided a parking plan that included the purchase of the above-mentioned properties (109 S. 9th Ave and 115 S. 9th Ave) as well as the Cook County Land Bank property located at 136 S. 8th Ave. The plan was to purchase all three properties and convert into parking lots that would accommodate the required parking needed for the proposed expansion. Since then, the applicant has reported that the purchase process with CCLBA for 136 S. 8th Ave has been severely delayed due to COVID, and they do not believe they will be able to purchase this property in a timely manner, to construct the proposed parking lot before the date of expiration on the originally granted request (which took place May 5th, 2020). For this reason, the applicant is revising their request for relief from parking space requirements from the originally granted 66 spaces down to 55 (meaning they would need relief from providing an additional 13 spaces according to Chapter 13 Off Street Parking & Loading, Table 13-1 Off Street Parking Requirements). This will allow AVW to begin construction on their proposed expansion without being held back by the CCLBA owned parcel.

Mr. Lara then briefly went over the efforts to do the public noticing for the meeting, and then summarized the comments made by the Technical review committee. Village Engineer Bill Peterhansen asked if the parking lot would be lit at night, to which Mr. Plavsic responded that it would not be because the lot would only be open during business hours (9am-5pm), and that there would be a gate that would close off access to the lot during off hours. The Maywood Police Department's only comment was that they would like for

the lot to be a “Right turn in, right turn out” lot, in order to prevent any back up on 9th Avenue from people who might be trying to turn left into the parking lot, coming southbound on 9th Ave. The reason for this is that there are Metra lines about a block north on 9th Ave, and they wish to prevent any traffic from accumulating near that area whenever the Metra trains need to cross. Mr. Lara stated that staff supports the re-zoning and variance requests.

Chair Lira asked if any Commissioners had questions. Commissioner Dawson asked Mr.Lara if the Maywood Police Department had any issue with the fact that lighting will not be provided at the parking lot. Mr.Lara stated that the police department did not raise any issues, and the fact that the gate will only be open during business hours.

Chair Lira asked Mr.Lara if we were addressing tonight not only the variation but also the re-zoning. Mr.Lara asked to clarify the question. Chair Lira was asking because the motion suggested in Mr.Lara’s report did not include the parking, so she just wanted to be clear. Mr.Lara noted the mistake and said he would make changes so that the motions will be two separate ones. Attorney Marrs mentioned that unless someone has an issue with the motion, the motion can remain combined, with no Commissioners raising an issue.

Commissioner Ratley asked how the re-zoning and parking lot would affect property values or refinancing of mortgages in the surrounding area. Chair Lira said that it would only be for AVW’s property and not the surrounding houses, and that it would not affect the property values of the surrounding properties. Commissioner Dawson stated that the surrounding zoning would stay the same. Commissioner Stelnicki said that we are only rezoning the addresses pertaining to AVW and nothing else. Business Development Coordinator Angela Smith added that the area is already near BIP zoning and that the residential parcels are already surrounded by BIP, so houses that remain on that block are abutting BIP which allows them to be considered for rezoning. For instance, if there was no BIP around and it was just residential, the Village probably would not even entertain the rezoning. Chair Lira added that as far as property values, they will be improving the land as opposed to the two vacant houses that were formerly on the parcels, and the the surrounding property zoning would not be affected.. Commissioner Ratley asked if a parking lot would increase property values in the area, to which Mr. Lara responded that the parking lot is to accommodate the expansion that is taking place at AVW’s address at 105 S. 9th Ave and that his understanding is that if your building is bigger you pay more into property taxes. Angela Smith said that the industrial expansion will have more value than deteriorated residential homes. Commissioner Dawson added that if you improve property, it improves value. Commissioner Stelnicki pointed out that there are no residents at the meeting with concerns about their property values and that if they were concerned about it they would maybe be there at the meeting. Chair Lira mentioned that when they originally addressed the expansion, they received public comments that were majority in favor of the expansion. Mr. Lara stated that there are no members of the public from the zoom meeting and that he has not received any public comments at all about this application. Commissioner Stelnicki added that those houses are already next to industrial properties. Angela Smith added that when the Village did the comprehensive plan, her recommendation was to go ahead and rezone the whole block in order to make it cohesive. If you look at the west side of the street, that is BIP through the alley, so she was trying to mirror it and make it a cohesive block, but Mr.Mccarthy who owns the multifamily building on that block saw different, so it ended up being a hodgepodge of BIP and residential. Chair Lira asked if any one else had any other questions, then asked the applicant if they had any comments. Mr.Plavsic said they did not and that they are there to answer questions that anyone might have.

Chair Lira asked Attorney Marrs if she should open public comment since there are no members of the public at the zoom meeting. Attorney Marrs said that the applicant should probably give a quick

explanation of what has happened since the last approval in your efforts with the land bank etc. so that we have it firsthand. Chair Lira swore in Mr.Plavsic who is representing AVW and asked him to give an overview of the project plan.

Mr. Plavsic stated that they were looking to do an expansion of about 12,000 square feet, where their current parking facility is and that also for manufacturing and some of their warehousing. They decided to expand their facilities because they are double/tripling their business, they have been there since 1973. They were looking at different parcels as far as neighboring, to see if parking can be added since parking was an issue for the expansion. One parcel is owned by Cook County Land bank that AVW had their eyes set on, they still do but there are massive delays due to COVID affecting the process and backing up the courts. Last year, CCLB was originally set to sell the property to AVW sooner, but because of COVID, the process would not allow them to sell the property until late this year. In the meantime, there was a fire at the house at 115 S. 9th Ave and AVW approached the owner of the property to buy it, since he was not going to rebuild. They struck a deal and closed on the property, taking out permits to demolish the building. They were also in negotiations with the lady at 109 S. 9th Ave, they closed on that property last Thursday. The parking lot to be constructed will provide 38 parking stalls along with two ADA compliant stalls. AVW would still like to pursue the CCLB property with COVID winding down in the near future. AVW with the expansion will hire another 20-30 employees in the next 18 months. They have 17-20 employees who live in the Village and surrounding communities and AVW would like to maintain their posture in the community as well. They would be expanding their blue fencing and that they would gate the proposed parking lot. The property abuts their current office building and the facility itself is abutting as well and the parking lot would be cohesive with their building. That is in a nutshell what the status of their project is.

Commissioner Dawson asked Mr.Plavsic if AVW could boost landscaping aesthetics, Mr.Plavsic responded that they will be taking into consideration with what they are doing. They are going to be putting a roof over their campus and because of their business, they cannot shut down for even a week. They will put a tremendous amount of effort with their design and renderings that were already submitted to the Village. They want to maintain aesthetics and will provide a landscaping plan that would show how landscaping would blend it all in aesthetically. Everything would be contained, and it would lend itself better aesthetically in that area because everything will be contained. Angela Smith asked if Mr. Lara spoke in terms of the landscaping plan for parking lots, Mr. Lara stated that a landscaping plan was not provided because Mr. Lara did not ask for one, but pointed out that AVW did meet the requirement for buffer yards abutting the residential district to the south of the parcel. Mr. Lara asked Mr.Plavsic if a landscaping plan could be provided. Mr.Plavsic said they would if guidelines were provided, and then went into detail about what would be done in terms of landscaping. A further discussion was had regarding landscaping. An agreement was had that a landscaping plan will be provided, Chair Lira mentioned that it could be a qualification to the recommendation of the Village Board, so that it does not hold the project up.

Chair Lira then asked the commissioners if they wanted to address the left turn/right turn requirements that were the recommendations of the police department. Commissioner Dawson stated he would go by the police recommendation. Chair Lira asked Commissioner Ratley if he had comments, Commissioner Ratley stated he did not. Chair Lira asked for further comments or questions from the Commissioners. Attorney Marrs asked Mr. Lara if he could confirm if there were any members of the public at the zoom meeting, to which Mr. Lara replied there were not.

PUBLIC COMMENT:

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

Following the public hearing held on February 9th 2021 on the re-zoning and variances requested, the Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval of the variance and re-zoning requests, pending the submittal of a Landscaping plan by the applicant. The final vote was as follows:

MOTION AND FINDINGS:

The Map Amendment requested at the site is as follows:

1. A request for re-zoning property commonly known as 109 S. 9th Ave and 115 S. 9th Ave from R-3 Two Family Residential Housing Zoning District to BIP Business Industrial Park Zoning District. The locations are vacant single family houses. The re-zoning will allow for the construction of a parking lot that will help AVW meet parking requirements for AVW's proposed expansion.

The zoning variance requested at the site is as follows

2. A variance from 13 required parking spaces for manufacturing, office, and warehouse/distribution uses located 105 South 9th Avenue (also known as 810 St. Charles Road). The total parking spaces provided for these uses brings them to 55 parking spots total, whereas the ordinance requires 68 parking spaces (Chapter 13 Off Street Parking & Loading, Table 13-1 Off Street Parking Requirements).

Final Vote: 3-1-0 Motion carried. Motion Dawson, Stelnicki Second

FINDINGS: The PC/ZBA makes the following findings as to the proposed Map Amendment/Re-zoning:

- 1. The compatibility of the proposed map amendment with existing uses of property within the general area of the property in question.**
 - By rezoning and letting us build a parking lot per the plans would only seem a logical solution and give us the greenlight to move forward with our expansion.
- 2. The compatibility of the proposed map amendment with the zoning classification of property within the general area of the property in question.**
 - Rezoning these two parcels would be a bonus for the area instead of a vacant lot and a house that will be in need of repair and is behind in taxes.
- 3. The suitability of the property in question for the uses permitted under the existing zoning classification.**

- Adding the two parcels would greatly benefit our growth/expansion and create jobs to our local community in times we live in today.
- 4. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification.**
- There has been no activity of rezoning as there has been no need.

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

- 1. The strict application of the terms of this Zoning Ordinance will result in undue hardship.**
 - By not approving to rezone these two properties to allow for a new employee parking area and the continuation of expanding our current manufacturing plant, this would cause major financial hardship and stunt growth of local job creation.
- 2. The plight of the owner is due to unique circumstances and not applicable generally to other property within the same zoning classification.**
 - The property located at 115 S. 9th Ave. PIN# 15-11-145-005 was already acquired by AVW in March 2020. Their property was in a fire and we demolished the building after we purchased it as it was in bad shape due to the unfortunate fire. We are also under contract to acquire 109 S. 9th Ave. PIN# 15-11-145-003 and 15-11-145-004. This property is in tax foreclosure and in need of repair.
- 3. The variation, if granted, will not alter the essential character of the locality.**
 - Once we have approvals, this lot would be fenced in with our signature blue decorative fence paved and landscaped per our submitted plans. It would be a seamless addition to our office and existing manufacturing plant.
- 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.**
 - Having a vacant lot and a house that is in major repair and in tax for closure would add blight not to mention unwanted activity.
- 5. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.**
 - We are longtime members in the community and we only want to add these two parcels and get them re-zoned to commercial so we can stay and thrive in the village.
- 6. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.**
 - This rezoning request will only help the appearance and growth of jobs to the local community.

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 new proposed design will create less off-street parking and congestion. Newly paved lot with private decorative fencing will maintain consistency of the existing buildings. It will maintain a seamless continuity of the area.

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

- By adding these parcels and the approval of the rezoning to a commercial use it would avoid spot zoning and with its current condition and history of the two properties in question we feel that this rezoning would benefit the village, the neighborhood and our community.

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.

- 115 S. 9th Ave. was caught in an unfortunate tragic fire and it was not salvageable. The property located at 109 S. 9th Ave. has been under tax for closure and needs major repairs. The cars, debris, and overgrown trees, bushes etc. does not lend to an appealing site. By rezoning for an employee parking lot, it would allow for more appealing solution along with helping our company continue to be in growth mode.

RECOMMENDATION: Based upon the foregoing Findings, the Plan Commission/Zoning Board of Appeals, recommends to the President and Board of Trustees that the Petitioner's requested zoning variation and map amendment to be approved, subject to the Village Board's approval.

Signed: _____



Sarah Lira, Chair
Plan Commission/Zoning Board of Appeals
Village of Maywood



**LEGAL NOTICE: SPECIAL MEETING AND PUBLIC HEARING
VILLAGE OF MAYWOOD PLAN COMMISSION/ZONING BOARD OF APPEALS**

Notice is hereby given that the Plan Commission of the Village of Maywood, Cook County, Illinois, will hold a Special Meeting and Public Hearing commencing at the hour of 7:00 p.m. on Tuesday, February 9, 2021 via Zoom for the purpose of discussing the topics noted on the following Agenda.

Planning Commission and Zoning Board of Appeals Meeting

Agenda

**RESCHEDULED SPECIAL MEETING AND PUBLIC HEARING OF THE PLAN
COMMISSION/ZONING BOARD OF APPEALS**

Meeting Held Electronically
Tuesday February 9th, 2021
(Rescheduled from February 3, 2021)
7:00 PM

This rescheduled Special Meeting and Public Hearing will be conducted via Zoom based on the ongoing public health emergency, and consistent with the Governor's most recent emergency declaration, various Executive Orders entered by the Governor, and the recent amendments made to the Open Meetings Act in Public Act 101-640. There will be no physical access to the meeting location. Public comments are welcome on any topic related to the business of the Plan Commission/Zoning Board of Appeals when received by email or in writing prior to 4:00 p.m. on the day of the meeting and continued hearing. Public comments and any responses will be read into the public meeting and/or continued hearing record. Please submit public comments via email in advance of the public meeting and hearing to: cthompkins@maywood-il.org or tpavlik@maywood-il.org and/or faxing to (708) 681-8818. Please specify your comments concerning the Plan Commission/Zoning Board of Appeals Rescheduled Special Meeting and Public Hearing of February 9th, 2021. Public comments may also be made live during the meeting by persons participating via Zoom.

Options to watch, listen and make public comment at the Rescheduled Special Meeting and Public Hearing are as follows:

Join Zoom Meeting
<https://us02web.zoom.us/j/81454515883>
Meeting ID: 814 5451 5883
One tap mobile
+13126266799,,81454515883# US (Chicago)
+16465588656,,81454515883# US (New York)

- 1) Call to Order
- 2) Roll Call

3) Approval of Minutes

A. November 24th, 2020 PCZBA Minutes

4) Public Comments

5) Public Hearing

A. Public Hearing and Consideration of case PC/ZBA #21-001 requesting to re-zone property commonly known as 109 S. 9th Ave and 115 S. 9th Ave from R-3 Two Family Residential Housing Zoning District to BIP Business Industrial Park Zoning District. The Applicant is John Plavsic on behalf of AVW Equipment Co. The locations are vacant single family houses. The re-zoning will allow for the construction of a parking lot that will help AVW meet parking requirements for AVW's proposed expansion. The Applicant is also seeking to revise its previously granted zoning variation for parking, which was approved by the Board of Trustees on May 5, 2020. The variation was for relief from the parking requirements for manufacturing, office, and warehouse/distribution uses located 105 South 9th Avenue (also known as 810 St. Charles Road) found in Table 13-1 (Off Street Parking Requirements) in Chapter 13 of the Maywood Zoning Ordinance (MZO). The MZO requires 68 parking spaces, and the Applicant now seeks approval of a variation to allow 55 instead of the required 68, or the previously approved 66.

THIS MATTER IS SUBMITTED TO THE PLAN COMMISSION/ZONING BOARD OF APPEALS FOR FINDINGS AND A RECOMMENDATION AS AUTHORIZED BY SECTION 4.4 OF THE MAYWOOD ZONING ORDINANCE.

6) Adjourn



Village of **MAYWOOD**

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

TO: Plan Commission/ZBA

Review Date: February 3rd, 2021

From: Community Development Dept.

Prepared By:
Edgar Lara, Planner / Zoning Officer

Case PC/ZBA 21-001

BACKGROUND

An application requesting to re-zone property commonly known as 109 S. 9th Ave and 115 S. 9th Ave from R-3 Two Family Residential Housing Zoning District to BIP Business Industrial Park Zoning District has been submitted by John Plavsic (applicant on behalf of AVW Equipment) and is scheduled for the PC/ZBA meeting on February 3rd, 2021. The re-zoning will allow for the construction of a parking lot that will help AVW meet parking requirements for AVW's proposed expansion. They will also need to revise a request for zoning relief from Table 13-1 (Off Street Parking Requirements) in Chapter 13 of the Maywood Zoning Ordinance (MZO) which was granted at the May 5th, 2020 Board of Trustees meeting. The ordinance calls for 68 parking spaces to be provided, the new requested parking variance from the applicants is for 55 spaces.

REQUIRED VARIANCES AND ZONING MAP AMENDMENT

The applicant is requesting to re-zone 109 S. 9th Ave and 115 S. 9th Ave from R-3 Two Family Residential Housing Zoning District to BIP Business Industrial Park Zoning District, to allow for the construction of their proposed parking lot. A variance from the parking requirements for manufacturing, office, and warehouse/distribution uses located at this site will be required as well, in order to accommodate AVW's proposed expansion. At the February 25, 2020 PCZBA meeting, the applicant stated that their parking plan included the purchase of the above-mentioned properties (109 S. 9th Ave and 115 S. 9th Ave) as well as the Cook County Land Bank property located at 136 S. 8th Ave. The plan was to purchase all three properties and convert into parking lots that would accommodate the required parking needed for the proposed expansion. Since then, the applicant has reported that the purchase process with CCLBA for 136 S. 8th Ave has been severely delayed due to COVID, and they do not believe they will be able to purchase this property in a timely manner, to construct the proposed parking lot before the date of expiration on the original granted request (which took place May 5th, 2020). For this reason, the applicant is revising their request for relief from parking space requirements from the originally granted 66 spaces down to 55 (meaning they would need relief from providing an additional 13 spaces according to Chapter 13 Off Street Parking & Loading, Table 13-1 Off Street Parking Requirements). This will allow AVW to begin construction on their proposed expansion without being held back by the CCLBA.

Staff recommends that Plan Commission / Zoning Board of Appeals (PC/ZBA) grant the zoning map amendment and revised variances.

PHOTO OF PUBLIC HEARING

SIGN LOCATED AT 109 - 115 South 9th Avenue, MAYWWOD, IL., 60153 (Date: Thursday, January 14th, 2021 @ 11:00AM)



STAFF TECHNICAL REVIEW COMMITTEE – DEPARTMENT REPRESENTATION:

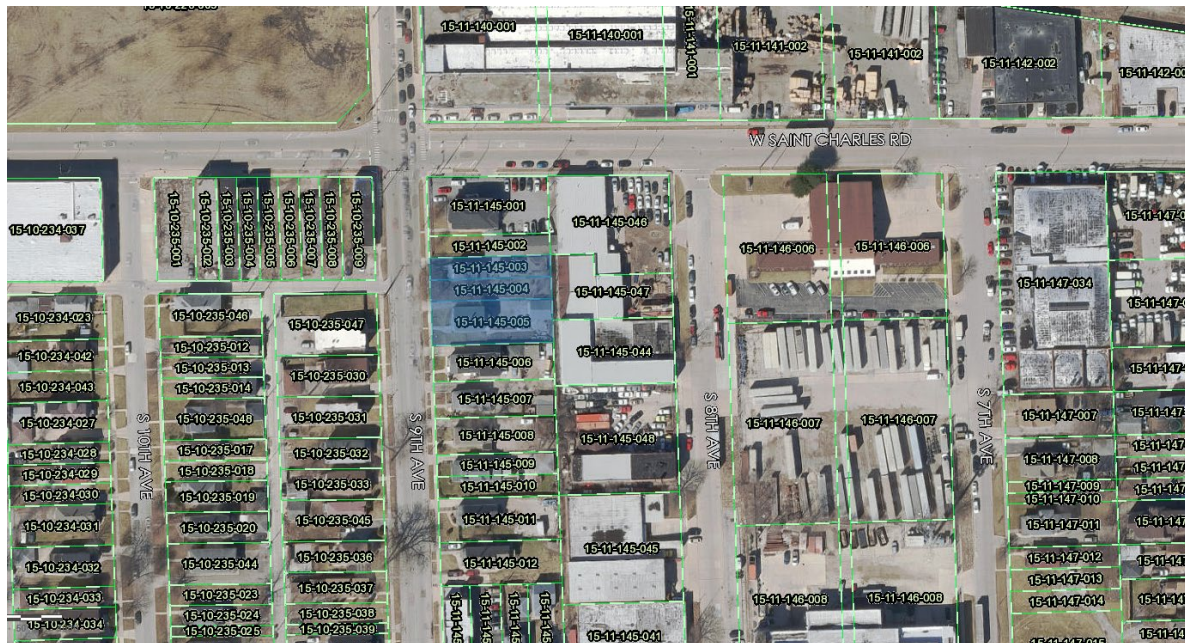
- David Myers; Director of Community Development
- Angela Smith; Coordinator of Business Development
- Edgar Lara; Planner / Zoning Officer
- Val Talley; Police Chief
- Craig Bronaugh; Fire Chief
- Bill Peterhansen, Village Engineer, Hancock Engineering

The only feedback of note provided was from the police department. They are concerned with the southbound traffic on 9th Ave, making left hand turns into the parking lot. During rush hour(s) this can cause congestion for the southbound traffic and put a risk of vehicles potentially being stopped on the train tracks. They would like to suggest that "Left Turns" be forbidden from the southbound lanes of traffic. Staff would also like to add that "Left Turns" be forbidden when leaving the parking lot as well, so that employees exit heading northbound, further easing congestion on 9th Ave.

RECOMMEDATIONS

Staff supports the re-zoning and variance requests stated above. The applicants stated that they still want to pursue the purchase of the CCLB property located at 136 S. 8th Ave and turn it into a parking lot. Plans provided in the initial parking plan provided last year account for approximately 479 more parking spaces, putting them well over the required amount. The re-zoning and variances will take place on what is considered an “Interior Lot”. Below are depictions of what an Interior lot is as well as a screenshot of the project location from Cook County Parcel Viewer GIS

Interior Lot



109 - 115 South 9th Avenue

ATTACHMENTS:

1. AVW Parking Proposal letter
2. Petition
3. Proof of Map amendment fee payment
4. Affidavit
5. Public Hearing Notice Letter
6. Proof of Publication in Sun Times
7. Mail list
8. Mail receipts

9. Approval standards for variations
10. Approval standards for map amendments
11. Parking Lot plans
12. Original expansion plans from 2020
13. Renderings

RECOMMENDED MOTION

MOTION: TO RECOMMEND THE REQUESTED ZONING MAP AMENDMENT AND VARIANCES FOR THE PROPERTIES LOCATED AT 109 SOUTH 9TH AVENUE AND 115 SOUTH 9TH AVENUE, PC/ZBA CASE 21-001 TO THE VILLAGE BOARD OF TRUSTEES FOR FINAL APPROVAL.



A.V.W. Equipment Co., Inc.

105 South Ninth Avenue
 Maywood, Illinois 60153
 Phone (708) 343-7738
 Fax (708) 242-9065

Manufacturers of Automatic Car Wash Equipment

AVW Parking Expansion Proposal

The following description is the overall plan for adding additional parking for our building expansion. With this expansion, we hope to hire another additional 15-20 employees to help with our company's growth.

We are requesting the Village of Maywood to grant us both the rezoning and relief on a variance for the 13 stalls that we are short per our previously approved Ordinance CO-2020-19 agreement dated June 2nd 2020.

First we have acquired the property located at 115 S. 9th Ave pin #15-11-145-005 in March 2020. We razed the building and completed to cover the site with stone. We are currently under contract to acquire the property at 109 S. 9th pin #15-11-145-003 and #15-11-145-004. We are anticipating to close on this property within the next few weeks. The plan is to raise the house and the remaining garages on both sides in order to provide 38 employees parking per the diagram. Access into our existing facility would be a smooth transition as both properties abut to our existing buildings.

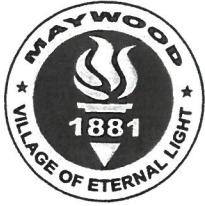
Secondly, Cook County Land Bank (CCLB) now informed us that they would not be ready to sell the property until the 3RD quarter of 2021. They site Covid-19 reasons and they are short staffed. This property borders our existing building and once this parcel is cleaned up we would like to turn the site into additional parking and have the option to add additional expansion of warehouse and staging for our future businesses. This size of the site would lend us an additional 35-45 min stalls and we are very committed to acquire this land immediately once it would come available.

The final component would also be to look into acquiring the Village of Maywood owned strip of land located across the street on 8th Ave south of the Fire Dept. As per the drawings provided, we would like turn the strip of land into additional off-site parking for our future and current employees. We would like to maintain the existing fire hydrant and leave that as a buffer and add the appropriate stalls permitted by the Village.

Please refer to the diagrams provided to give you a better understanding of our proposals to help accommodate our employee parking situation.

Regards

Mira Djordevic
 Corporate Secretary



PETITION
Plan Commission/Zoning Board of Appeals

FILE NO.
DATE FILED

- 1. Applicant AVW Equipment Company Daytime Phone 708-343-7738
Mailing Address 105 S. 9th Ave Maywood Ill 60153
Email Address MIRA@AVWEquipment.com or JOHN@AVWEquipment.com
2. Owner(s) of Record ATG TRUST DBA AVW Equip Comp Daytime Phone 708-343-7738
Mailing Address 105 S. 9th Ave Maywood Ill 60153
Owner(s) of Record MIRA Djordjevic Daytime Phone 708-343-7738
Mailing Address SAME AS ABOVE
3. Applicant is: [X] Owner [] Attorney [] Other Agent (please specify)
4. Applicant Relationship to owner
5. Address/Location of Subject Property 109 S. 9th Ave & 115 S. 9th Ave Maywood Ill 60153
6. Permanent Index Number(s) of Subject Property 15-11-145-003, 15-11-145-004, 15-11-145-005
7. Present Zoning Classification Residential Proposed Zoning Classification (if applicable) BIP Commercial
8. Zoning Designations and Uses of properties to the North BIP Comm South Residential
East BIP Commercial West BIP Commercial
9. Current Use Residential/VACANT RES LOT Proposed Use (if applicable) Employee parking Area
10. Lot Square Footage See Survey Building Square Footage NONE
11. Explanation of Relief requested WANT to REZONE for employee parking Lot
12. Ordinance Section

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.

[Signature]
Applicant Signature

12-30-2020
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.

Village of Maywood
 Date 12/29/2020 Type Bill Reference 109-115

Original Amt. 1,200.00
 Balance Due 1,200.00

12/30/2020 Discount
 Payment 1,200.00
 Check Amount 1,200.00

Citi 1,200.00

VILLAGE OF MAYWOOD
 40 MADISON STREET
 MAYWOOD IL 60153

Receipt No: 2.019026 Jan 12, 2021

AVW EQUIPMENT COMPANY
 CODE (NOT INTERFACED)
 ZBA HEARINGS

Total: 1,200.00

CHECKS
 Check No: 14904 1,200.00
 Payor:

AVW EQUIPMENT COMPANY
 Total Applied: 1,200.00

Change Tendered: .00

01/12/2021 11:50 AM



PETITION
 Plan Commission/Zoning Board of Appeals

FILE NO. _____
 DATE FILED _____

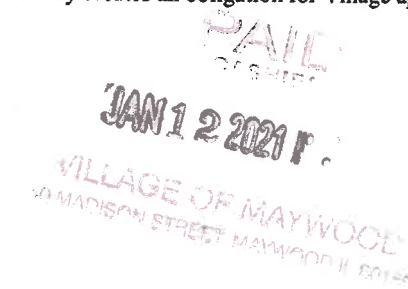
1. Applicant AVW Equipment Company Daytime Phone 708-343-7738
 Mailing Address 105 S. 9th AVE MAYWOOD ILL 60153
 Email Address MIRA@AVWequipment.com or JOHN@AVWequipment.com
2. Owner(s) of Record ATG TRUST DBA AVW Equip Comp Daytime Phone 708-343-7738
 Mailing Address 105 S. 9th AVE MAYWOOD ILL 60153
 Owner(s) of Record MIRA Djordjovic Daytime Phone 708-343-7738
 Mailing Address SAME AS ABOVE
3. Applicant is: Owner Attorney Other Agent (please specify) _____
 (Note: A letter of authorization from the owner(s) of record must be attached)
4. Applicant Relationship to owner _____
5. Address/Location of Subject Property 109 S. 9th AVE & 115 S. 9th AVE MAYWOOD ILL 60153
6. Permanent Index Number(s) of Subject Property 15-11-145-003, 15-11-145-004, 15-11-145-005
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10. Lot Square Footage See Survey Building Square Footage NONE
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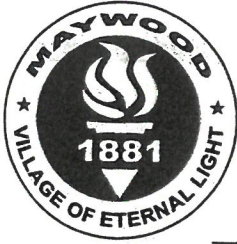
APPLICATION MUST BE FILED IN TRIPLICATE (one original and 2 copies) WITH ORIGINAL SIGNATURES
 I hereby certify that the above statements and all accompanying statements and drawings are true and correct to the best of my knowledge. I hereby consent to the entry in or upon the premises described in this 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.

[Signature]
 Applicant Signature

12-30-2020
 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.





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, Mira Djordjevic, attest, as the petitioner or authorized representative of the petitioner, as part of a complete application for the Village to consider proposed project at 109 S. 9th Ave + 115 S. 9th Ave (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: AVW Employee Parking

Project Proposed Address: 109 S. 9th Ave + 115 S. 9th Ave
MAYWOOD ILL 60153



Subscribed and Sworn To
Before Me This 31 Day
Of December, 2020

[Signature]
Notary Public

Attest: Mira Djordjevic

Printed Name of Petitioner or Authorized Representative
[Signature]

Signature of Petitioner or Authorized Representative
12-31-2020

Date

Date Received (Village Use Only) Staff Initials _____



VILLAGE OF MAYWOOD

NOTICE OF PUBLIC HEARING

Notice is hereby given to all interested persons that the Plan Commission/Zoning Board of Appeals of the Village of Maywood will hold an electronic Public Hearing beginning at 7:00 PM or as soon thereafter as the business of the Plan Commission/Zoning Board of Appeals permits, on Wednesday, February 3rd, 2021, to consider a request for re-zoning from John Plavsic (on behalf of AVW Equipment Co.), who is seeking to re-zone property commonly known as 109 S. 9th Ave and 115 S. 9th Ave from R-3 Two Family Residential Housing Zoning District to BIP Business Industrial Park Zoning District, in the Village of Maywood. The locations are vacant single family houses. The re-zoning will allow for the construction of a parking lot that will help AVW meet parking requirements for AVW's proposed expansion.

They will also need to revise a request for zoning relief from Table 13-1 (Off Street Parking Requirements) in Chapter 13 of the **Maywood Zoning Ordinance (MZO)** which was granted at the May 5th, 2020 Board of Trustees meeting:

1. A variance from the parking requirements for manufacturing, office, and warehouse/distribution uses located 105 South 9th Avenue (also known as 810 St. Charles Road). The total parking spaces provided for these uses brings them to 55 parking spots total, whereas the ordinance requires 68 parking spaces. The applicant was originally granted a variance (*Chapter 13 Off Street Parking & Loading, Table 13-1 Off Street Parking Requirements*) to allow a total of 66 spaces instead of the required 68 spaces.

A location map is enclosed with this notice.

The Village President and Board of Trustees has forwarded this matter to the Plan Commission/Zoning Board of Appeals for findings and a recommendation as authorized by Sections 4.2 and 4.3 of the Maywood Zoning Ordinance.

Case PC/ZBA 21-001

Petitioner: John Plavsic (on behalf of AVW Equipment Co.)

The Properties proposed to be rezoned are legally described as follows:

PARCEL 1: LOTS 4 AND 5 IN BLOCK 59 IN MAYWOOD, BEING A SUBDIVISION OF PART OF SECTIONS 2,11, AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-11-145-003-0000 & 15-11-145-004-0000

PROPERTY ADDRESS: 109 SOUTH 9TH AVE, MAYWOOD, ILLINOIS 60153

PARCEL 2: LOTS 6 AND 7 IN BLOCK 59 IN MAYWOOD, A SUBDIVISION IN SECTIONS 2,11, AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11,1870 AS DOCUMENT 44565, IN COOK COUNTY, ILLINOIS.
IN COOK COUNTY, ILLINOIS.

PIN: 15-11-145-005-0000
PROPERTY ADDRESS: 115 SOUTH 9TH AVE, MAYWOOD, ILLINOIS 60153

The property for which the parking variation is sought includes the above properties, as well as the property legally described as follows:

PARCEL 1: THE EAST 94 FEET OF LOT 43 AND ALL OF LOTS 44, 45 AND 46 IN BLOCK 59 IN MAYWOOD, A SUBDIVISION OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: THE EAST 7 FEET OF VACATED ALLEY WEST OF AND ADJOURNING SAID LOTS 44, 45 AND 46 IN COOK COUNTY, ILLINOIS

PIN: 15-11-145-046-0000
PROPERTY ADDRESS: 810 ST CHARLES RD, MAYWOOD, ILLINOIS 60153

Due to the ongoing public health emergency, and consistent with the Governor’s most recent emergency declaration, various Executive Orders entered by the Governor, and the recent amendments made to the Open Meetings Act in Public Act 101-640, this public hearing will be conducted electronically. Public comments, testimony and objections are welcome on the proposal and zoning relief being requested when received by email or in writing by the Community Development Department prior to 4:00 p.m. on the day of the meeting. Emailed comments may be sent to Village Planner Edgar Lara at elara@maywood-il.org. Written comments may be submitted to the attention of the Village Planner at 40 Madison Street, Maywood, Illinois 60153. Public comments may also be made live during the meeting by persons participating via Zoom. For those wishing to view the meeting or make public comments via Zoom, participation is available by using the following link:

Join Zoom Meeting
<https://us02web.zoom.us/j/85079142432?pwd=VXp0aEZGa1J6bFUxN3lUZVJsaktKQT09>

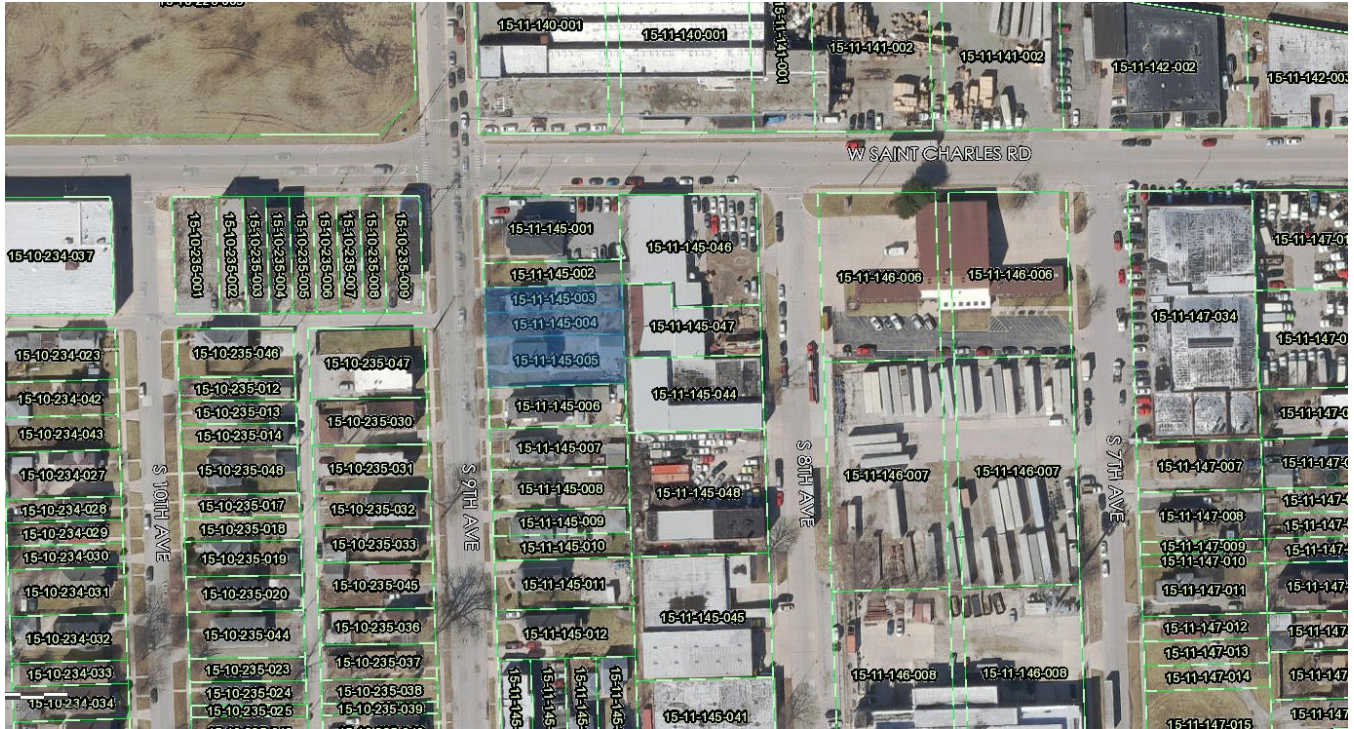
Meeting ID: 850 7914 2432
Passcode: 199023

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.

Dated this 13th day of January, 2021

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.



Location Map – 109-115 S 9TH AVE, MAYWOOD, ILLINOIS 60153

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Dated this 13th day of January, 2021

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

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1/18/2021 #1119880

Name	Address	Municipality	State	Zip
Owner / Occupant	901 ST CHARLES RD	MAYWOOD	Illinois	60153
Owner / Occupant	916 ST CHARLES RD	MAYWOOD	Illinois	60153
Owner / Occupant	914 ST CHARLES RD	MAYWOOD	Illinois	60153
Owner / Occupant	912 ST CHARLES RD	MAYWOOD	Illinois	60153
Owner / Occupant	910 ST CHARLES RD	MAYWOOD	Illinois	60153
Owner / Occupant	900 ST CHARLES RD	MAYWOOD	Illinois	60153
Owner / Occupant	115 S 10TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	117 S 10TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	119 S 10TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	118 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	122 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	111 S 10TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	114 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	119 S 10TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	37 N 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	105 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	105 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	109 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	109 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	127 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	127 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	131 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	135 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	114 S 8TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	140 N 8TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	908 ST CHARLES RD	MAYWOOD	Illinois	60153
Owner / Occupant	906 ST CHARLES RD	MAYWOOD	Illinois	60153
Owner / Occupant	904 ST CHARLES RD	MAYWOOD	Illinois	60153
Owner / Occupant	900 ST CHARLES RD	MAYWOOD	Illinois	60153
Owner / Occupant	121 S 10TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	121 S 10TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	123 S 10TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	126 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	130 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	136 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	132 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	37 N 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	37 N 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	115 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	117 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	121 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	125 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	810 ST CHARLES RD	MAYWOOD	Illinois	60153
Owner / Occupant	110 S 8TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	136 S 8TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	700 ST CHARLES RD	MAYWOOD	Illinois	60153

Owner / Occupant	111 S 8TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	133 S 10TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	140 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	145 S 9TH AVE	MAYWOOD	Illinois	60153
Owner / Occupant	819 OAK ST	MAYWOOD	Illinois	60153
Owner / Occupant	817 OAK ST	MAYWOOD	Illinois	60153
Owner / Occupant	813 OAK ST	MAYWOOD	Illinois	60153

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.

By NOT APPROVING TO REZONE THESE 2 PROPERTIES TO ALLOW FOR A NEW EMPLOYEE PARKING AREA AND THE CONTINUATION OF EXPANDING OUR CURRENT MANUFACTURING PLANT, THIS WOULD CAUSE MAJOR FINANCIAL HARDSHIP AND THE STUNT OF GROWTH OF LOCAL JOB CREATION.

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

THE PROPERTY LOCATED AT 115 S. 9TH AVE PIN 15-11-145-005 WAS ALREADY ACQUIRED BY AVW IN MARCH 2020. THE PROPERTY WAS UNDER FIRE AND WE DEMOLISHED THE BUILDING AFTER WE PURCHASED IT AS IT WAS IN BAD SHAPE DUE TO THE UNFORTUNATE FIRE. WE ARE ALSO UNDER CONTRACT TO ACQUIRE 109 S. 9TH AVE PIN # 15-11-145-003 + 15-11-145-004. THIS PROPERTY IS IN TAY ENCLOSURE

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

ONCE WE HAVE APPROVALS THIS LOT WOULD BE FENCED IN WITH OUR SIGNATURE BLUE DECORATIVE FENCE, PAVED + LANDSCAPED PER OUR SUBMITTED PLANS. IT WOULD BE A SEAMLESS ADDITION TO OUR OFFICE AND EXISTING MANUFACTURING PLANT.

FIRE.
AND
IN NEED
OF REPAIR

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.

HAVING A VACANT LOT AND A HOUSE THAT IS IN MAJOR REPAIR AND IN TAX FORECLOSURE WOULD ADD BLIGHT, NOT TO MENTION UNWANTED ACTIVITY.

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

WE ARE ~~MEMBERS~~ LONG TIME MEMBERS IN THE COMMUNITY AND WE ONLY WANT TO ADD THESE TWO PARCELS AND GET THEM REZONED TO COMMERCIAL SO WE CAN STAY AND THRIVE IN THE VILLAGE.

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

THIS REZONING REQUEST WILL ONLY HELP THE APPEARANCE AND GROWTH OF JOBS TO THE LOCAL COMMUNITY.

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 NEW PROPOSED DESIGN WILL CREATE LESS OFF STREET PARKING AND CONGESTION. NEWLY PAVED LOT WITH PRIVATE DECORATIVE FENCING WILL MAINTAIN CONSISTENCY OF THE EXISTING BUILDINGS. IT WILL MAINTAIN A SEAMLESS CONTINUITY OF THE AREA.

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

BY ADDING THESE PARCELS AND THE APPROVAL OF THE REZONING TO A COMMERCIAL USE IT WOULD AVOID SPOT ZONING AND WITH ITS CURRENT CONDITION AND HISTORY OF THE TWO PROPERTIES IN QUESTION WE FEEL THAT THIS REZONING WOULD BENEFIT THE VILLAGE, THE NEIGHBORHOOD AND OUR COMPANY.

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.

115 S. 9th AVE WAS CAUGHT IN A UNFORTUNATE TRAGIC FIRE AND IT WAS NOT SALVAGEABLE. THE PROPERTY LOCATED AT 109 S. 9th AVE HAS BEEN UNDER TAX FORECLOSURE AND IS IN NEED OF MAJOR REPAIRS. THE CARS, DEBRIS AND OVERGROWN TREES, BUSHES ETC. DOES NOT LEAD TO AN APPEALING SITE.

BY REZONING FOR AN EMPLOYEE PARKING LOT IT WOULD ALLOW FOR MORE APPEALING SOLUTION ALONG WITH HELPING OUR COMPANY CONTINUE TO BE IN GROWTH MODE.

Approval Standards for Map Amendments (Zoning Ordinance, § 4.2(E)(1))

Where a map amendment is proposed, the Plan Commission/Zoning Board of Appeals shall make findings based upon the evidence presented to it in each specific case with respect to, but not limited to, the following matters – please respond after each with a short narrative stating how the proposed map amendment meets or is consistent with each standard:

1. The compatibility of the proposed map amendment with existing uses of property within the general area of the property in question.

By REZONING AND letting us Build A parking Lot per the plans would only seem A logical solution AND give us the green light to move forward with our expansion.

2. The compatibility of the proposed map amendment with the zoning classification of property within the general area of the property in question.

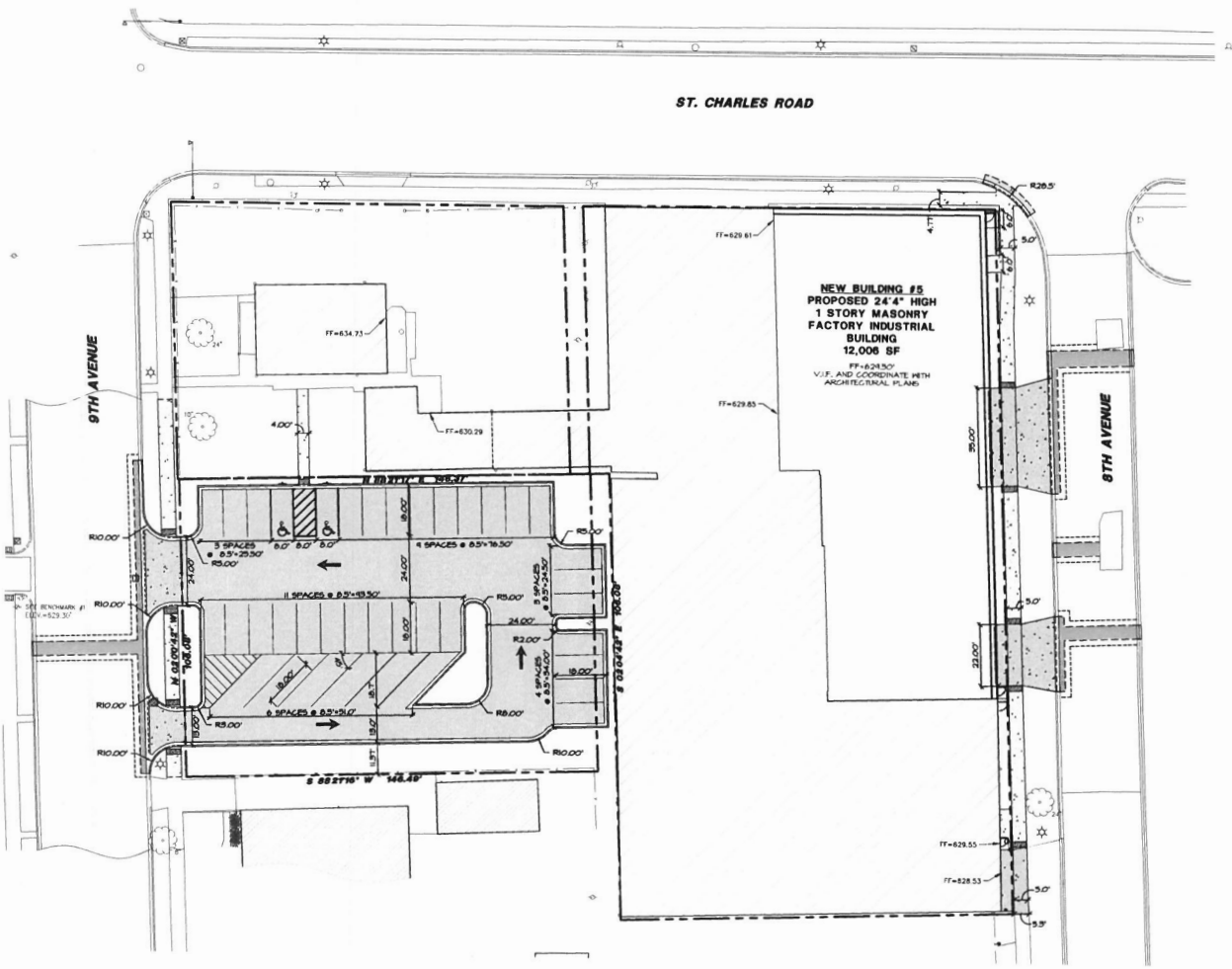
REZONING these 2 parcels would be A ~~bonus~~ Bonus for the Area instead of A vacant lot AND A house that will be in need of Reptin AND is Behind in TAXES.

3. The suitability of the property in question for the uses permitted under the existing zoning classification.

Adding the 2 parcels would greatly benefit our growth/expansion AND create jobs to our local community in times we live in today

4. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification.

There has ~~been~~ BEEN NO Activity of REZONING AS there has BEEN NO Need.



HATCH LEGEND

- NEW CONCRETE SIDEWALK
- NEW CONCRETE PAVEMENT
- NEW HEAVY DUTY ASPHALT PAVEMENT
- NEW ASPHALT PAVEMENT

SITE GEOMETRIC NOTES:

- A. EXISTING CONDITIONS AND TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS FOR THE PLAT OF SURVEY LAST DATED 11-3-20, PREPARED BY HATCH CONSULTANTS, INC. AND BOUNDARY AND TOPOGRAPHIC SURVEY DATED 12-18-20, PREPARED BY THE GROUP. CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS AND CONDITIONS INCLUDING BUT NOT LIMITED TO VERIFICATION OF CONTROL AND ALL UTILITIES WHETHER DEPICTED OR NOT PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- B. ALL DIMENSIONS SHOWN ARE MEASURED FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT OR FACE OF CURB UNLESS OTHERWISE NOTED.
- C. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES WITH THE ARCHITECTURAL PLANS.
- D. SEE THE ARCHITECTURAL PLANS FOR THE DESIGN OF ALL BUILDING ENTRANCES.
- E. CONSTRUCTION SURVEY AND STAKEOUT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- F. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO LOCATE UTILITIES PRIOR TO CONSTRUCTION AND SHALL CONTACT THE SITE ENGINEER IF A CONFLICT EXISTS.
- G. CONTRACTOR SHALL CONTACT BELL, SBC OR 1-800-442-0025 AND PRIVATE LOCATING SERVICE TO LOCATE ALL UNDERGROUND UTILITY LINES PRIOR TO STARTING ANY EXCAVATION AND/OR EXCAVATION. EXACT LOCATIONS OF ANY EXISTING ELECTRIC, GAS, TELEPHONE, ETC. LINES ARE UNKNOWN.
- H. ASPHALT PAVEMENT MARKINGS SHALL BE MADE WITH HIGH QUALITY PAINT CONFORMING TO ARTICLE 100.022 OF THE DOT STANDARD SPECIFICATIONS.
- I. ALL PARKED CURBS ON SITE TO BE REPAINTED FOLLOWING RESURFACING OF THE PARKING LOT. MATCH EXISTING COLOR, REPAINT WITH HIGH QUALITY PAINT.

IN - PROCESS
NOT FOR CONSTRUCTION

DATE	REVISIONS
ARCHITECT	
basecampZERO Architects 313 WINTHROP DRIVE MUTLEY, NJ 07110 NJ (201) 232-0010	
STRUCTURAL	
HUTTER TRANKINA ENGINEERING 32 W 273 ARMY TRAIL ROAD, SUITE 100 WAYNE, IL 60184 IL (830) 513-6711	
MECHANICAL, ELECTRICAL AND PLUMBING	
QUEST DESIGN GROUP, INC. 1102 JORIE BOULEVARD, SUITE 224 OAK BROOK, IL 60521 IL (830) 581-5100	
CIVIL	
WT GROUP 2675 PRAIRIE AVENUE HOFFMAN ESTATES, IL 60192 IL (224) 293-6333	
PROJECT	
AWW EQUIPMENT COMPANY	
106 SOUTH 8TH AVENUE MAYWOOD, IL 60153	

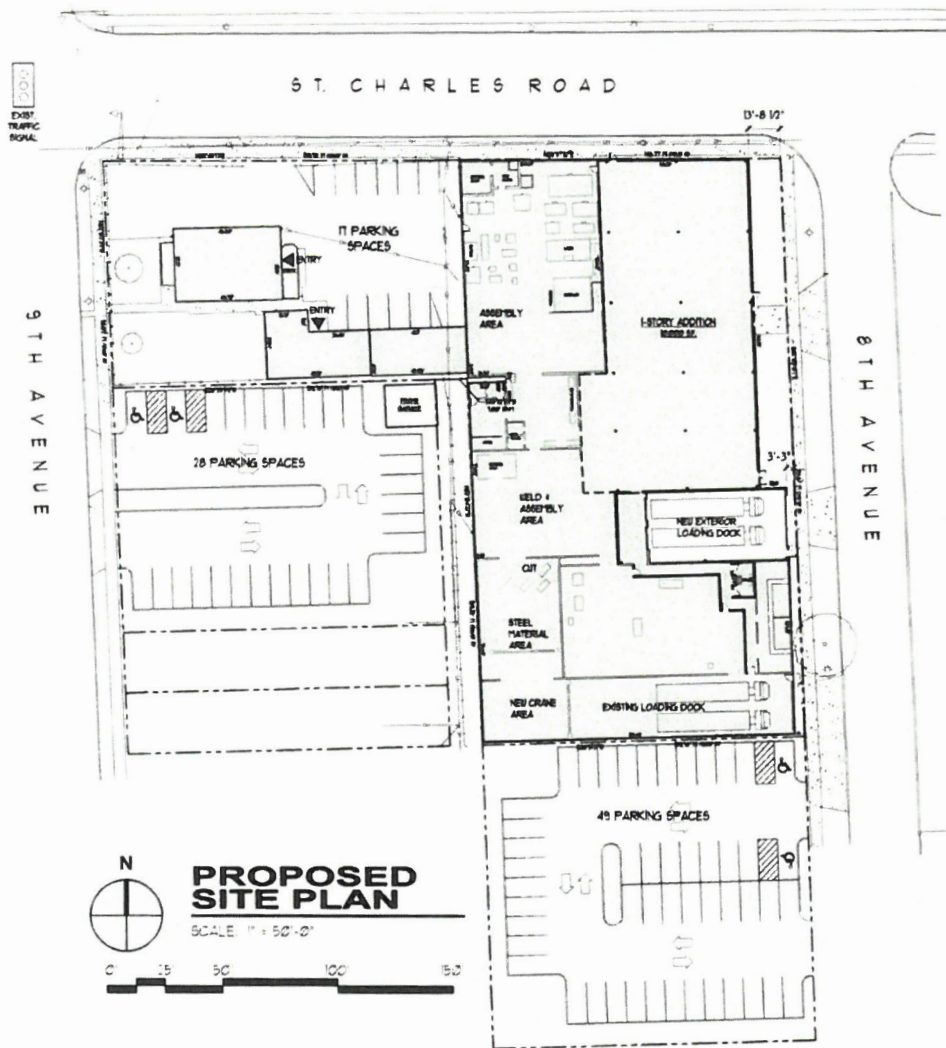
	STANDARD	ADA	TOTAL
PARKING STALL COUNT	36	2	38

1" = 20'

DATE: 11/11/20
 PROJECT NO: 2020-02
 DRAWING BY: R. BAGAMANOV
 CHK BY: J. GREEN
 DWG NO: **C-2.0**
 SCALE: AWW (2020-02)

WT GROUP
 PROJECT NUMBER: 202002
 2675 PRAIRIE AVENUE
 HOFFMAN ESTATES, IL 60192
 IL (224) 293-6333
 www.wtgroup.com

Expansion and original parking plans from 2020



REQUIRED PARKING CALCULATION

RATIOS	
MANUFACTURING	31,000 SF. GFA
WAREHOUSE/DISTRIBUTION	120,000 SF. GLA
OFFICE	11,000 SF. GLA

AREAS	
MANUFACTURING	20,787 SF.
WAREHOUSE/DISTRIBUTION	10,000 SF.
OFFICE	4,917 SF.

SPACES REQUIRED	
20,787/333.33	62.36 SPACES
10,000/20,000	0.50 SPACES
4,917/1,000	4.92 SPACES
TOTAL REQ'D	68 SPACES

DEVELOPMENT SUMMARY

ZONING CLASSIFICATION:	B.I.P. BUSINESS INDUSTRIAL PARK
YARD SETBACKS	
FRONT	15 FEET
SIDE	10 FEET
REAR	20 FEET
SITE AREA:	50,310 SF. (1.15 ac)
MAX. BUILDING HEIGHT	45'-0"
PROPOSED BUILDING HEIGHT	28'-6"
GROSS AREA	
EXISTING	22,703 SF.
ADDITION	10,000 SF.
TOTAL	32,703 SF.
FLOOR AREA RATIO (F.A.R.):	0.65
PARKING SUMMARY	
SPACES REQUIRED	68 SPACES
SPACES PROVIDED	94 SPACES
ACCESSIBLE PARKING	
REQUIRED	4 SPACES
PROVIDED	4 SPACES
LOADING	
REQUIRED	(2) 10' x 25' SPACES
PROPOSED	(4) 10' x 50' SPACES
LEGEND:	
PEDESTRIAN EXIT/ENTRY POINTS TO BUILDING	▶ ENTRY
VEHICLE ACCESS THROUGH SITE	
PARKING NOTES:	
1. TYPICAL PARKING SPACES ARE 8'-6" WIDE x 18'-0" DEEP UNLESS NOTED OTHERWISE.	
2. DRIVE AISLES ARE 24'-0" WIDE UNLESS NOTED OTHERWISE.	

Warehouse Expansion
 A/VW Equipment Company
 105 South 9th Avenue - Maywood, IL 60153



CVG
 charles vincent george
 ARCHITECTS
 1245 E. Diehl Rd. Suite 101 - Naperville, IL 60563
 P: 630.352.2023 | F: 630.352.2662










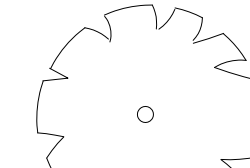
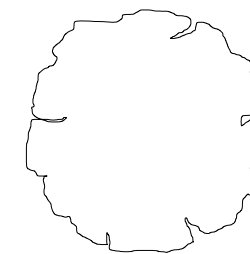






NOTE: GENERAL
 THIS PLAN FOR PLANTING LAYOUT ONLY.
 SEE CIVIL DRAWINGS FOR ALL EXISTING AND PROPOSED STRUCTURES,
 PROPERTY LINES, EASEMENTS, PARKING LOTS AND DRIVES, ROADWAYS AND
 RIGHT OF WAY, SIDEWALKS, SIGNS, SIDEWALKS, FENCES, ELECTRICAL
 EQUIPMENT, DRAINAGE FACILITIES AND OTHER FREESTANDING STRUCTURES.

LEGEND

-  GROUND COVER
-  PLANTING BED - SHREDDED HARDWOOD
- SHRUBS**
 -  SUMMERSWEET
 -  BUTTERFLY BUSH
 -  SAVING JUNIPER
 -  BOXWOOD
 -  EASTERN ARBORVITAE
- SHADE TREES**
 -  FLOWERING DOGWOOD
 -  AMERICAN HORNBEAM

FOR PLANNING REVIEW

Date	Remarks
ARCHITECT	
basecampZERO Architects	
313 WINTHROP DRIVE	
NUTLEY, NJ 07110	
tel (201) 232-0010	
STRUCTURAL	
HUTTER TRANKINA ENGINEERING	
32 W 273 ARMY TRAIL ROAD, SUITE 100	
WAYNE, IL 60184	
tel (630) 513-6711	
MECHANICAL, ELECTRICAL AND PLUMBING	
QUEST DESIGN GROUP, INC.	
1100 JORIE BOULEVARD, SUITE 224	
OAK BROOK, IL 60523	
tel (630) 581-5100	
CIVIL	
WTGROUP	
2675 PRATUM AVENUE	
HOFFMAN ESTATES, IL 60192	
tel (224) 293-6333	

PROJECT
AVW EQUIPMENT COMPANY

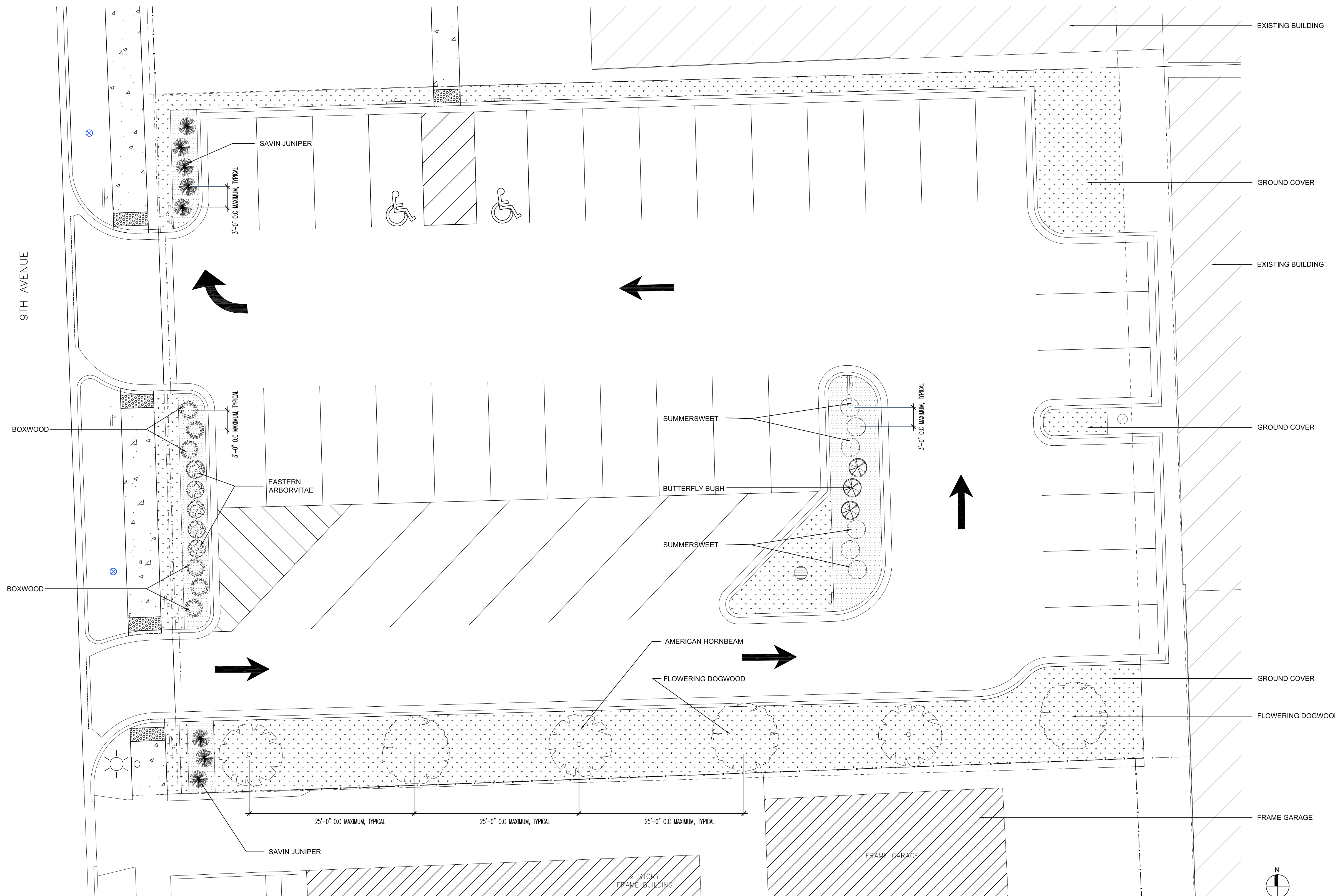
105 SOUTH 9TH AVENUE
 MAYWOOD, ILL 60153

PLANTING PLAN

SEAL OR SIGNATURE	DATE: 02/18/21
	PROJECT NO: 2020-02
	DRAWING BY: L. ZERO TH
	CHK BY: L. ZERO TH
	DWG NO:
	L-100.00
SCALE: AS NOTED AVW (2020-02)	1 OF 1

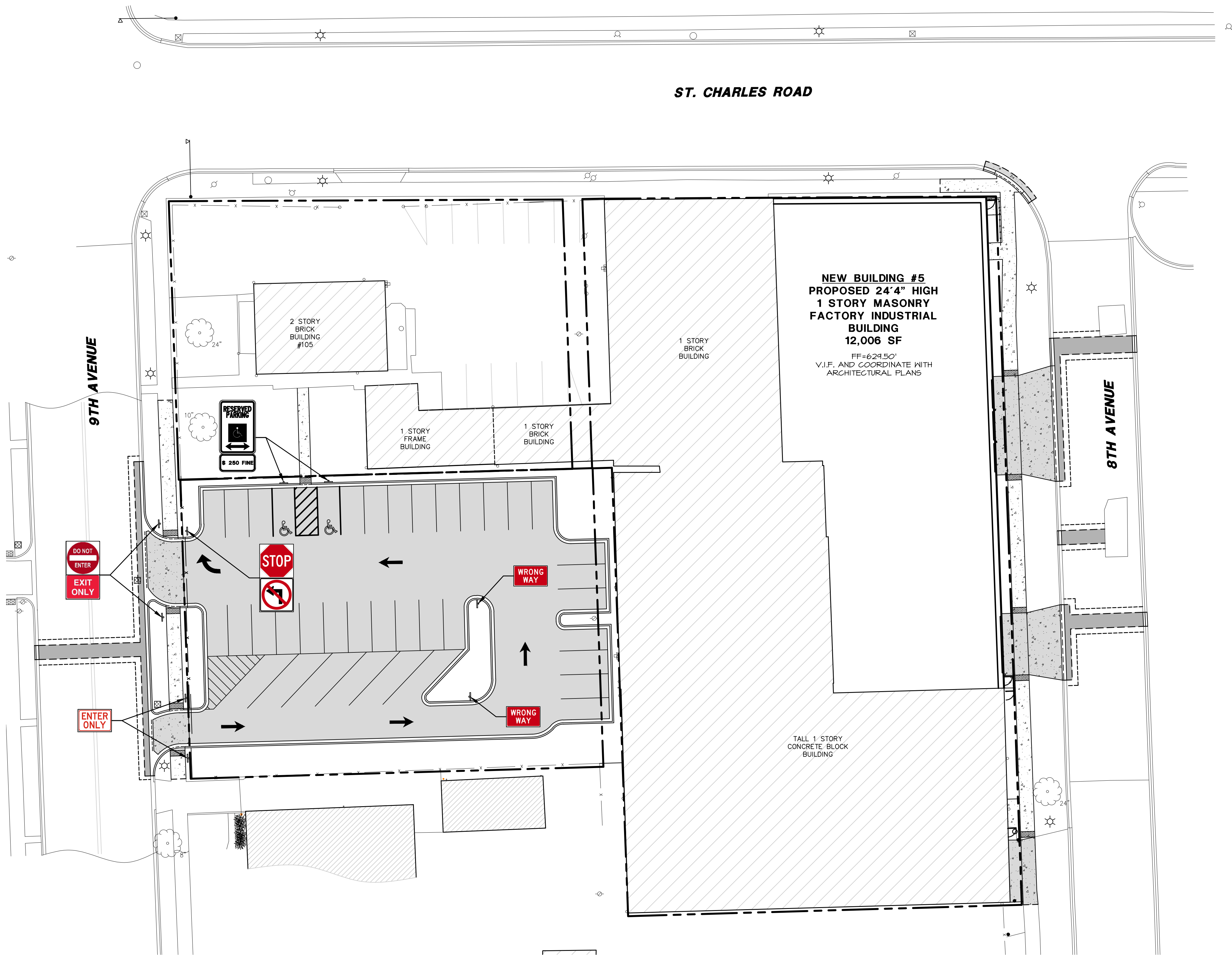
CORNUS FLORIDA PLANT LIST					
BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY	REMARKS
CORNUS FLORIDA	FLOWERING DOGWOOD	MIN 2 1/2" CALIPER	25' O.C. MAX	THREE (3)	SHADE TREE - MINIMUM 2 1/2" CALIPER AT PLANTING
CARPINUS CAROLINIANA	AMERICAN HORNBEAM	MIN 2 1/2" CALIPER	25' O.C. MAX	THREE (3)	SHADE TREE - MINIMUM 2 1/2" CALIPER AT PLANTING
BUXUS HYBRIDS	BOXWOOD	MIN HEIGHT 18"	3' O.C. MAX	SIX (6)	SMALL SHRUB - MINIMUM 18" HEIGHT AT PLANTING
JUNIPERUS SABINA	SAVIN JUNIPER	MIN HEIGHT 18"	3' O.C. MAX	EIGHT (8)	SMALL SHRUB - MINIMUM 18" HEIGHT AT PLANTING
THUJA OCCIDENTALIS	EASTERN ARBORVITAE	MIN HEIGHT 3'	3' O.C. MAX	FIVE (5)	SMALL SHRUB - MINIMUM 3' HEIGHT AT PLANTING
Buddleja Davidii	BUTTERFLY BUSH	MIN HEIGHT 18"	3' O.C. MAX	THREE (3)	SMALL SHRUB - MINIMUM 18" HEIGHT AT PLANTING
CLETHRA ALNIFOLIA	SUMMERSWEET	MIN HEIGHT 18"	3' O.C. MAX	SIX (6)	SMALL SHRUB - MINIMUM 18" HEIGHT AT PLANTING

02 PLANTING SCHEDULE
 N.T.S.

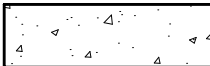
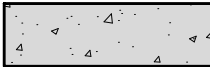

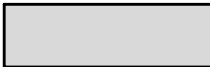


01 LANDSCAPE PLANTING PLAN
 1/8" = 1'-0"

AVW - A.100.00



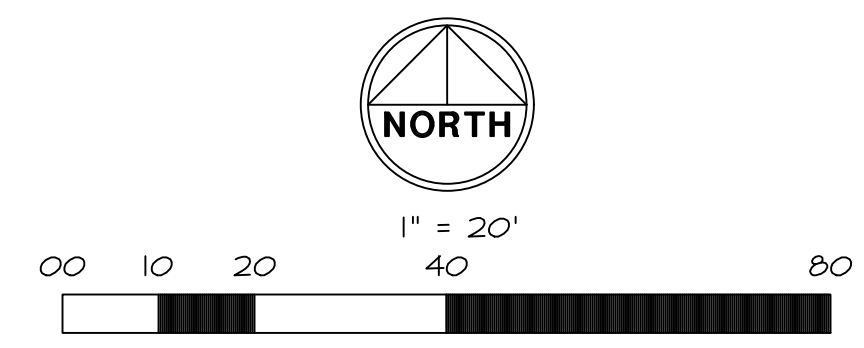
HATCH LEGEND

-  NEW CONCRETE SIDEWALK
-  NEW CONCRETE PAVEMENT
-  NEW HEAVY DUTY ASPHALT PAVEMENT
-  NEW ASPHALT PAVEMENT

**IN - PROCESS
NOT FOR CONSTRUCTION**

Date	Remarks
ARCHITECT	
basecampZERO Architects 313 WINTHROP DRIVE NUTLEY, NJ 07110 tel (201) 232-0010	
STRUCTURAL	
HUTTER TRANKINA ENGINEERING 32 W 273 ARMY TRAIL ROAD, SUITE 100 WAYNE, IL 60184 tel (630) 513-6711	
MECHANICAL, ELECTRICAL AND PLUMBING	
QUEST DESIGN GROUP, INC. 1100 JORIE BOULEVARD, SUITE 224 OAK BROOK, IL 60523 tel (630) 581-5100	
CIVIL	
WT GROUP 2875 PRATUM AVENUE HOFFMAN ESTATES, IL 60192 tel (224) 293-6333	
PROJECT	
AWW EQUIPMENT COMPANY	
105 SOUTH 8TH AVENUE MAYWOOD, IL 60153	

SIGNAGE PLAN



WT GROUP PROJECT NUMBER: 2002288C

WT GROUP

Structural | Mechanical | Electrical | Plumbing
Civil | Land Survey | Telecommunications | Acoustic
Accessibility Consulting | Design & Program Management
Engineering with Precision, Pace & Passion.

2875 Pratum Avenue | Hoffman Estates, IL 60192
P: 224.293.6333 | F: 224.293.6444
wtengineering.com

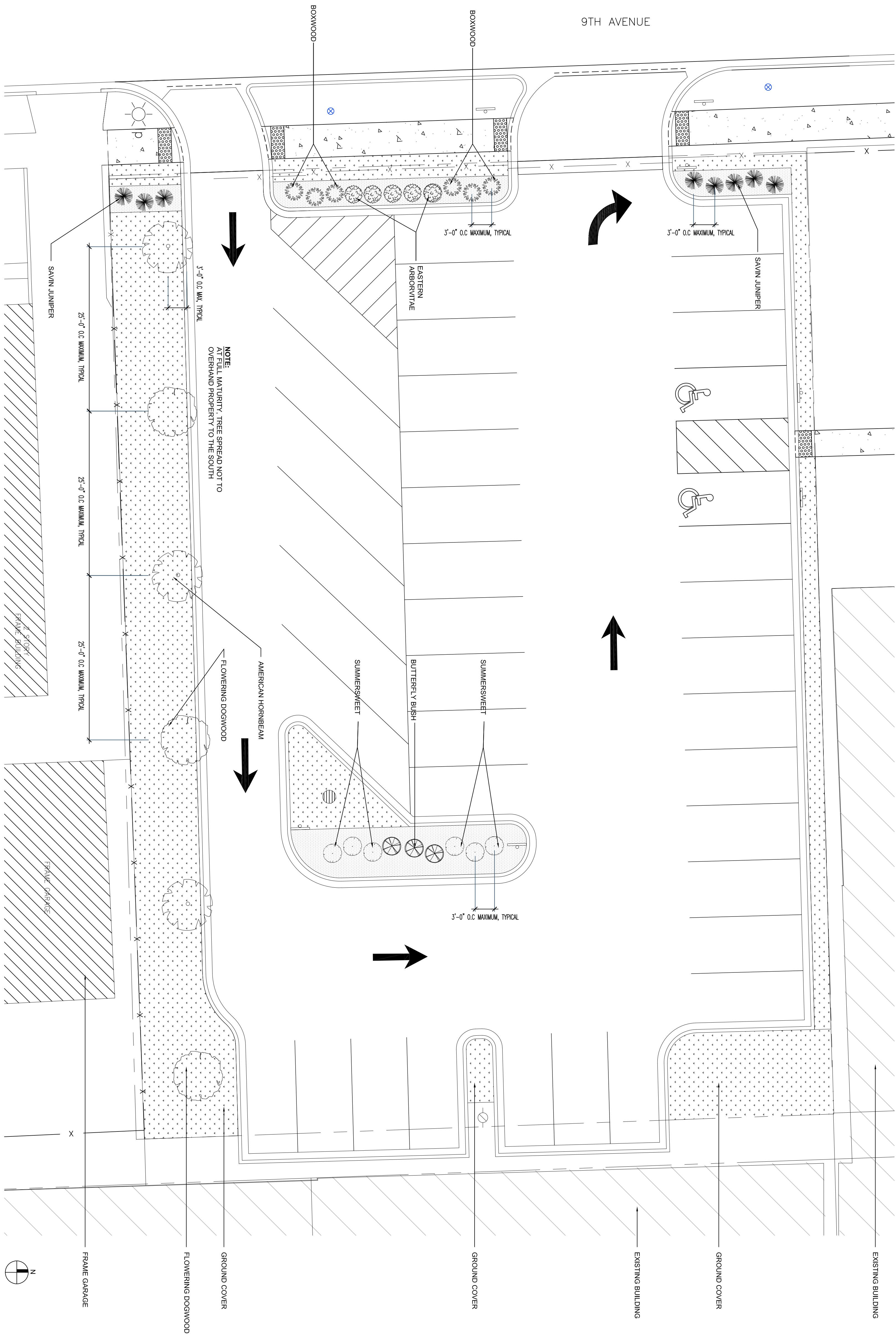
IL License No: 184.0007502015 | Exp: 04.30.2021
©COPYRIGHT 2020 THE WT GROUP, LLC

SEAL OR SIGNATURE	DATE: 11/11/20
	PROJECT NO: 2020-02
	DRAWING BY: R. BAGAMANOV
	CHK BY: J. GREEN
	DWG NO:
	SP-1.0
	SCALE:
	AVW (2020-02)

CORVUS FLORIDA		PLANT LIST			
BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY	REMARKS
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BUXUS HYBRIDS	BOXWOOD	MIN HEIGHT 18"	3' O.C. MAX	SIX (6)	SMALL SHRUB - MINIMUM 18" HEIGHT AT PLANTING
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BUDDLEIA DAVIDII	BUTTERFLY BUSH	MIN HEIGHT 18"	3' O.C. MAX	THREE (3)	SMALL SHRUB - MINIMUM 18" HEIGHT AT PLANTING
CLETHRA ALANTOLIA	SUMMERSWEET	MIN HEIGHT 18"	3' O.C. MAX	SIX (6)	SMALL SHRUB - MINIMUM 18" HEIGHT AT PLANTING

02 PLANTING SCHEDULE

N.T.S.



NOTE: GENERAL
 THIS PLAN FOR PLANTING IS A YOUR ONLY
 SCHEDULE DRAWING FOR ALL EXISTING AND PROPOSED STRUCTURES,
 PROPERTY LINES, EASEMENTS, PARKING LOTS AND DRIVES, ROADWAYS AND
 RIGHT OF WAY, SIDEWALKS, SIGNS, SIDEWALKS, FENCES, ELECTRICAL
 EQUIPMENT, DRAINAGE FACILITIES AND OTHER FREESTANDING STRUCTURES.

LEGEND

	SHRUBS
	SUMMERSWEET
	BUTTERFLY BUSH
	SAVIN JUNIPER
	BOXWOOD
	EASTERN ARBORVITAE
	PLANTING BED - SHEEDED HARDWOOD
	GRASS COVER

FOR PLANNING REVIEW

Date: _____ Remarks: _____

ARCHITECT
 basecampZERO Architects
 313 WINTHOOP DRIVE
 NUTLEY, NJ 07110
 tel (201) 232-0010

STRUCTURAL
 HUTTER TRANKINA ENGINEERING
 32 W 273 ARMY TRAIL ROAD, SUITE 100
 WAVYNE, IL 60184
 tel (630) 513-6711

MECHANICAL, ELECTRICAL AND PLUMBING
 QUEST DESIGN GROUP, INC.
 1100 JORGE BOULEVARD, SUITE 224
 OAK BROOK, IL 60452
 tel (630) 581-5100

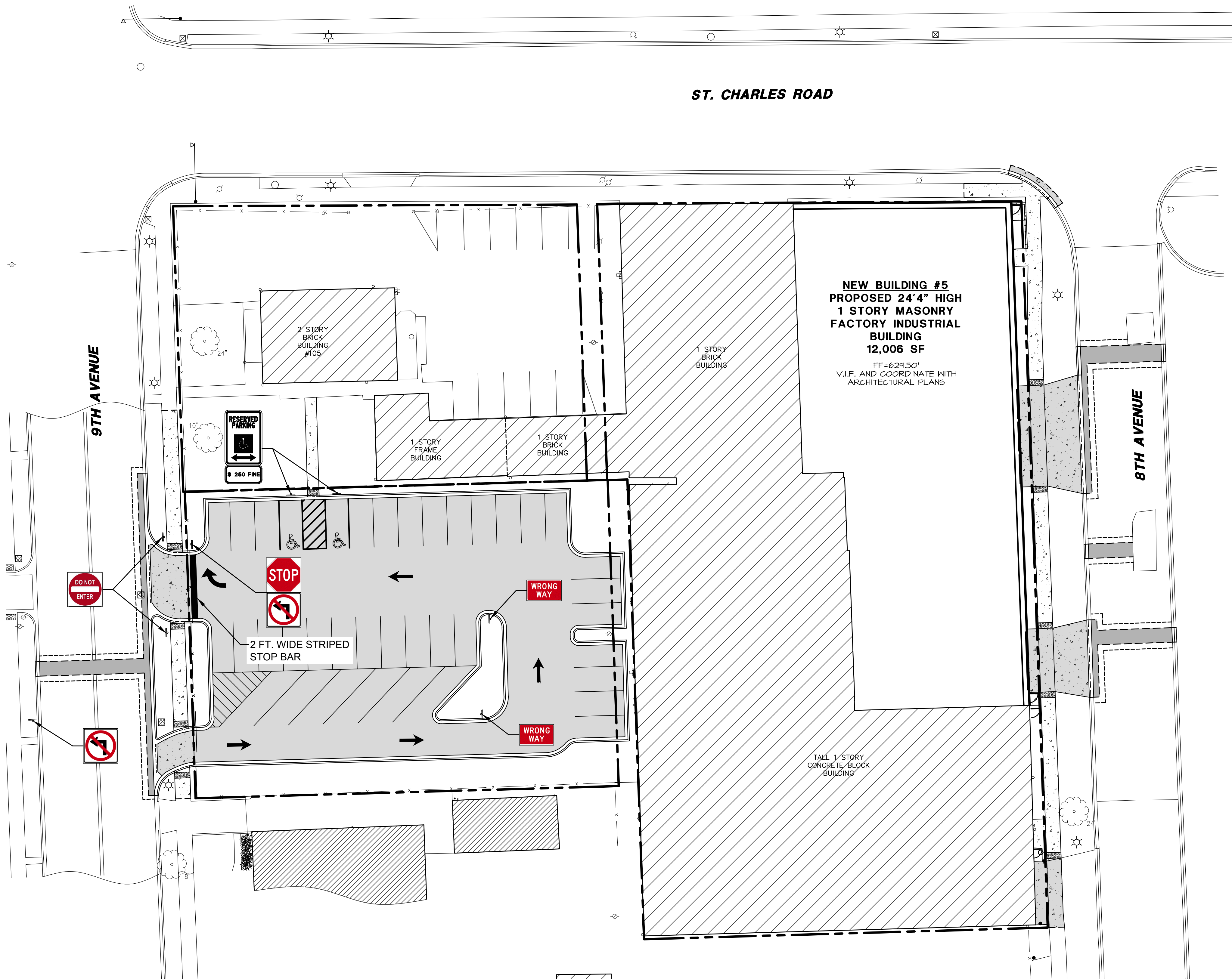
CIVIL
 WTC GROUP
 2675 PRATT AVENUE
 HOFFMAN ESTATES, IL 60192
 tel (224) 293-6333

PROJECT
AVW EQUIPMENT COMPANY
 106 SOUTH 9TH AVENUE
 MAYWOOD, IL 60153

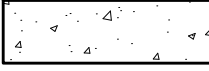
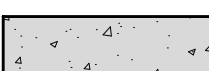

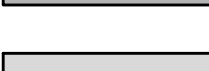
PLANTING PLAN

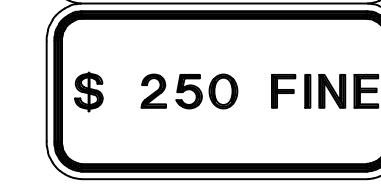
SEAL OR SIGNATURE	DATE
PROJECT NO.	DATE
DRAWING BY:	DATE
CHK BY:	DATE
DWG NO.	DATE

SCALE: AS NOTED
 1 OF 1



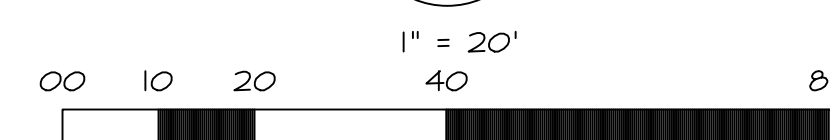
HATCH LEGEND

-  NEW CONCRETE SIDEWALK
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-  NEW ASPHALT PAVEMENT



**IN - PROCESS
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basecampZERO Architects 313 WINTHROP DRIVE NUTLEY, NJ 07110 tel (201) 232-0010	
STRUCTURAL	
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 2875 Pratum Avenue | Hoffman Estates, IL 60192
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 wtengineering.com
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SIGNAGE PLAN

SEAL OR SIGNATURE	DATE: 11/11/20
	PROJECT NO: 2020-02
	DRAWING BY: R. BAGAMANOV
	CHK BY: J. GREEN
	DWG NO:
	SP-1.0
	SCALE: AWW (2020-02)



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Willie Norfleet, Jr.
Village Manager

SUBJECT: Discussion and Consideration to Enter into an agreement with Jenkins Survey and Design, JSD Professional Services, Inc for a Proposed Master Plan Scope for the Development of the Glenn (Doc) Rivers Family Basketball Court

DATE: March 2, 2021

The Jenkins Survey and Design, JSD Professional Services, Inc has submitted a proposal for a Master Plan Scope for the development of the Glenn (Doc) Rivers Family Basketball Court.

The proposal will provide a Kick-Off Meeting, Site Analysis, Preliminary Concept Design, Staff Meetings, Final Master Plan, Construction Documents, Project Manual and Technical Specifications, Bidding, Construction Administration and Construction Observation for a cost of \$9,750.

I recommend that the Village of Maywood enter into an agreement with JSD Professional Service, Inc for the development of a Master Plan Scope for the Glenn (Doc) Rivers Family Basketball Court for \$9,750, with a bid waiver.

February 10, 2021

Mr. Willie Norfleet, Jr., Village Manager
Village of Maywood
40 Madison Street
Maywood, IL 60153

Subject **Professional Consulting Services
Conner-Heise Park Basketball Master Plan
Village of Maywood, Illinois
JSD Project No. 21-10348**

Dear Willie:

JSD Professional Services, Inc. (JSD) is very pleased to have the opportunity to present this proposal to provide landscape architecture and surveying services for the Basketball Court Master Plan for Conner-Heise Park located at 10th Avenue and Washington Boulevard in Maywood, Illinois. We look forward to working closely with the Village of Maywood on this exciting project!

SCOPE OF BASIC SERVICES

SURVEYING SERVICES

Task S1.0: Topographic and Utility Survey & Map (Scope A) (Portion of Property)

ALTERNATE: Task S1.0: Topographic and Utility Survey & Map (Scope B) (Entire Property)

JSD will prepare a topographic and utility survey for design purposes of either a portion of the subject property (Scope A) or the entire subject property (Scope B) as delineated on Exhibit A (attached). The survey will include utilities, the adjacent roadway, surficial features, ground elevations, and significant trees.

JSD will contact the local Public Works for available sewer and water plans. Also, we will contact JULIE to coordinate the public utility marking. Utility locations are limited to the public utilities based upon plans readily available and supplied by the municipality and public underground utilities marked in the field by Diggers Hotline within the project limits. If additional utilities are known to exist on the property, the Client will provide existing plans of these utilities serving the site that otherwise cannot be located by a visual inspection of the property or of which JSD would have no knowledge. The utilities are shown for informational purposes only and are not guaranteed to be accurate or all-inclusive.

- Contouring will be at 1-foot contour intervals.
- The Horizontal datum will be referenced to the Illinois State Plane (East Zone) and USGS as the vertical datum.
- Drawings will be prepared in AutoCAD format.
- JSD is not responsible for the discovery of anything that is not directly observable while performing the survey.

• Idaho • Illinois • Wisconsin

www.jsdinc.com
124



- The deliverable mapping will be plotted at a convenient scale and sheet size or at a scale and sheet size of the Client's choosing. JSD will provide a hard copy and a digital file (AutoCAD) for your use.

LANDSCAPE ARCHITECTURE CONSULTING SERVICES

Task 1.0: Conceptual Design

Meeting #1: Attend a kick-off meeting with the Client; at this meeting we will discuss the project schedule and anticipated deliverables.

JSD will visit the site with the Client to review the existing conditions and to further define the scope based on the site evaluation. Based on the approved scope discussed at the kick-off meeting, we will prepare two Conceptual Design Plans.

We will also prepare preliminary Opinion of Probable Construction Costs for review by the Client. The Conceptual Design Plans will include a renovated basketball court area, including spectator seating. We will review the Conceptual Design Plans with Village staff and discuss suggested revisions or additions. Upon approval, JSD will finalize the Conceptual Design Plans for presentation at one Neighborhood Meeting.

Meeting #2: We will present the Conceptual Design Plans at the Neighborhood Meeting to gather feedback on the design and discuss suggested revisions or additions.

JSD will review the feedback received from the residents with the Client via a virtual meeting and, upon approval, JSD will proceed with the Final Master Plan.

Deliverables:

- Two (2) Conceptual Design Plans
- Two (2) Opinions of Probable Construction Cost
- Neighborhood Meeting Summary

Task 2.0: Final Master Plan

Following input gained from the Client review meeting and Neighborhood Meeting, the JSD team will refine the Conceptual Design Plans into a Final Master Plan. This plan will be color rendered and mounted for convenient display. We will also update the Opinion of Probable Construction Costs based on the Final Master Plan.

Deliverables:

- One (1) Final Master Plan
- Opinion of Probable Construction Cost

Task 2.1: Village Board Meeting (OPTIONAL)

If requested, JSD can present the Final Master Plan at a Village Board Meeting.

COST

Fees for professional services to produce the contract documents described above will be billed for the following lump sum fees:

SURVEYING SERVICES

Task S1.0: Topographic and Utility Survey & Map (Scope A) \$3,000.00

ALTERNATE:

Task S1.0: Topographic and Utility Survey & Map (Scope B) \$6,000.00

LANDSCAPE ARCHITECTURE CONSULTING SERVICES

Task 1.0: Conceptual Design \$4,000.00

Task 2.0: Final Master Plan \$2,250.00

Task 2.1: Village Board Meeting (OPTIONAL) \$500.00 (NIC)

Method of Payment

All invoicing shall be monthly based on the lump sum fees on the basis of percentage of completion for the work outlined above.

EXCLUDED SERVICES

The following services are excluded from this proposal:

- Stormwater/Detention
- Geotechnical Engineering
- MEP Engineering
- Permitting
- Construction Documents
- Technical Specifications

ADDITIONAL SERVICES

Services requested by the Client falling outside the Scope of Basic Services described above shall be considered Additional Services. Additional Service requests will be completed at our standard hourly rates effective at the time of contract execution plus reimbursable expenses or on a fixed fee basis where a substantial scope of work can be clearly defined in advance. Additional Service requests will be submitted and confirmed in the written form of a Revision Authorization for contract amendment.

REIMBURSABLE EXPENSES

Project related expenses incurred by JSD during the execution of services rendered within the scope of work contracted, printing and copying expenses, express deliveries, courier services, and travel expenses, will be billed at our cost plus 10%.

AUTHORIZATION

Our services will be performed in accordance with the enclosed JSD Agreement for Professional Services upon acceptance of this proposal.



Please indicate your acceptance of this proposal by signing and returning a copy of the attached JSD Agreement for Professional Services to confirm our understanding of your needs

We look forward to working closely with the Village of Maywood on this important project. We appreciate this opportunity to be a part of your team.

If you have any questions regarding this proposal or additional scope of services, please feel free to contact me at (630) 362-6681.

Sincerely,

JSD Professional Services, Inc.

Lori Vierow, PLA, ASLA, LEED AP, BD+C
Senior Landscape Architect

Enclosures

cc: Hans Justeson, JSD
David Behrens, JSD



Agreement for Professional Services - Consulting
Connor-Heise Park Basketball Master Plan - JSD Project No. 21-10348

JSD Professional Services, Inc. (Consultant) will perform professional services for Village of Maywood (Client), according to the terms and conditions of this Agreement. The Consultant shall perform the services outlined in the attached Proposal dated 02/10/2021, in consideration of the stated fee and payment terms. For additional services not included above, the Consultant shall be compensated according to hourly rates agreed to between Consultant and Client, or as specified in the Proposal referenced above.

Terms and Conditions

- 1) **Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
- 2) **Retainer, Billing, and Payment:** The Client agrees to pay the Consultant for all services performed and all costs incurred, as described in the Proposal attached to this Agreement. Prior to providing services, the Client shall deposit a retainer of \$ 0 with the Consultant. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. For any invoice not paid within 60 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of the account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees. All invoice inquiries must be made within 30 days of invoice date.
- 3) **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement.

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (client) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultants negligent performance and that of its subconsultants or anyone for whom the Consultant is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any way whatsoever for the other party's own negligence.
- 4) **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or the Client.
- 5) **Certifications, Guarantees and Warranties:** The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions. The Consultant will render services and opinions according to the standards of practice of the applicable consulting professional engineering and surveying.
- 6) **Risk Allocation:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed the Consultant's insurance liability limits. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 7) **Ownership of Documents:** All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service for use in the project for which the Consultant was retained. These documents may not be used by the Client for any other purpose without the prior written consent of the Consultant. Any electronic files transferred by the Consultant are provided solely for the convenience of the Client and are transmitted in trust for the sole use of the Client and its acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the Client. Any alterations, tampering with files or deviation in any respect from the original content shall render the entire contents void and shall constitute the agreement of the Client to release, defend and hold harmless the Consultant, from all claims and causes of action by Client and third parties.
- 8) **Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to non-binding mediation.
- 9) **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

The above Agreement, Terms and Conditions and referenced Proposal Scope of Services and fees are agreed upon:

Consultant Authorization:

JSD Professional Services, Inc.
161 Horizon Drive, Suite 101
Verona, WI 53593

Client Authorization:

Village of Maywood
40 Madison Street
Maywood, IL 60153

Signature Date 02/10/2021

David M. Jenkins, P.L.S. – Owner/President

128 _____
Signature Date

Printed Name Title



Imagery ©2021 Maxar Technologies, Sanborn, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft.

February 1, 2021

PROPOSED MASTER PLAN SCOPE

Kick-Off Meeting

At this meeting, we will gain full concurrence on roles, discuss the project schedule and the detailed work plan required, obtain all available background data for the site, and establish a firm working partnership with all individuals who will be involved in the playground renovation project. We will also evaluate project needs, goals, and the future vision of the park, including the economic feasibility and grant funding to ensure the emerging program takes full advantage of the site's potential.

We will review all available background materials, historical documents, maps, facility assessments, site plans, Cook County restrictions, and any other relevant information relating to the project.

Site Analysis

The JSD team will visit the project site with Village staff to review existing site conditions, and define existing site factors including circulation, view corridors, visual character, boundaries, topography, drainage, existing vegetation, existing built structures, site constraints, and infrastructure that exist, which may affect the proposed plan through an in-depth on-site analysis.

Preliminary Concept Design

Our Team will conduct an internal design charrette to develop one or two preliminary concept plans for the park site including an imagery exhibit. The preliminary concept plans will be based on information received from the Village of Maywood staff, and the Village Board. In addition, we will design the master plan considering ADA compliance, permit-ability, operations, fiscal impacts, maintenance, budget, natural resources, and safety. Our team will also identify the advantages and disadvantages of each concept plan.

Opinion of probable cost estimates will be considered throughout the development of the concept plans to ensure the most effective use of capital improvement dollars and grant funds. If requested, we could present these plans to the Community to build consensus and gain feedback.

Staff Meeting

JSD will meet with the Village project team to review the preliminary concept plans, discuss alternatives, and consider suggested revisions. If requested, we could also present these at a regularly schedule Village Board Meeting.

Final Master Plan

Based on the input received, we will select one concept plan or combine elements from each plan and prepare a Final Master Plan, including color rendering, representative imagery and an opinion of probable cost estimate. We will gain authorization to proceed with construction documents and bidding. The Master Plan and Conceptual Designs can be shared with the grant entities to demonstrate the Village's commitment and progress towards the park redevelopment.



CONSTRUCTION DOCUMENTS/BIDDING/CONSTRUCTION SERVICES SCOPE

Construction Documents

JSD will prepare construction drawings and technical specifications.

The construction drawings may include:

- General Notes
- Existing Conditions/Demolition Plan
- Soil Erosion and Sediment Control Plan (SESC)
- Construction Plan
- Grading and Drainage Plan
- Dimension Plan
- Landscape and Restoration Plan
- Construction Details

Project Manual and Technical Specifications

Project manuals will be prepared, including front end documents, bid proposal forms, special conditions, instruction to bidders, and technical specifications.

Bidding

JSD will assist the Village in preparing a list of qualified contractors to perform the work required as depicted on the construction documents, and we will upload the Bidding Documents to an Online Digital Plan Room for distribution.

During bidding and negotiating, JSD will:

- Assist in the preparation of the notice to bidders;
- Distribute bid documents to prospective qualified bidders for competitive bidding;
- Attend a Pre-Bid Conference conducted by the Village with the construction bidders;
- Prepare responses to RFIs by interpreting the documents and answering questions regarding the project that may assist the bidder in further understanding the project parameters and construction requirements;
- Provide responses to Contractor questions and prepare necessary addenda during the Bid Phase;
- Participate in the opening of the bids and in cooperation with the Client;
- Analyze and review the bid results, including vetting of contractor qualifications and make a recommendation for a contract award;
- Prepare a bid tabulation showing the entire results of the bidding as received; and
- Prepare the AIA Contract, in cooperation with the Village, with the awarded contractor.

Construction Administration

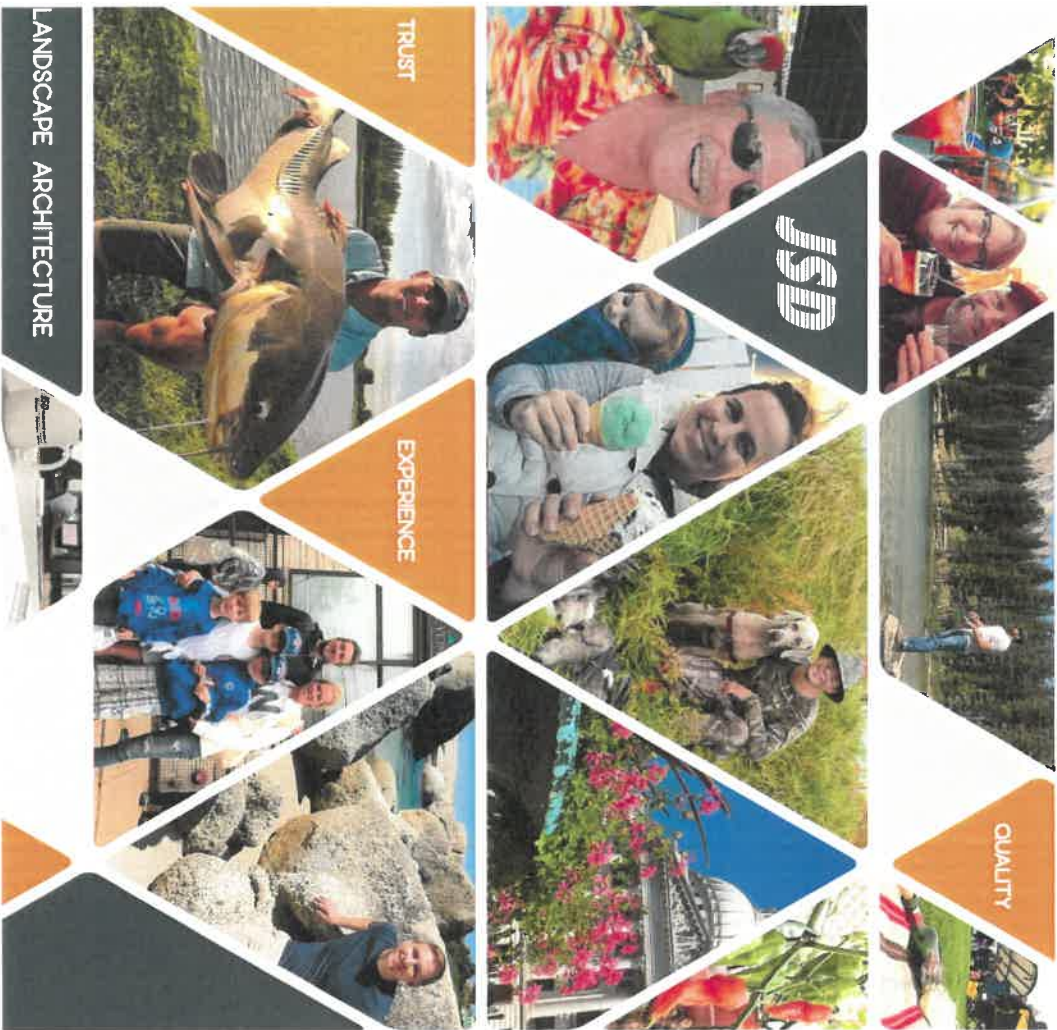
Our team will prepare and issue "For Construction" Documents, incorporating Addenda, if needed. We will also:

- Review shop drawings, submittals, product data, and samples appropriate to the work.
- Respond to contractor's request for information (RFIs).
- Prepare change orders and written field order as may be required.
- Review and approve pay requests by the Contractor.
- Review all pay requests and make recommendations.



Construction Observation

JSD will visit the site on a weekly basis to observe construction progress, review with the Client and the contractor. Each site visit will include a field review and preparation of a Site Observation Report with associated photographs.



LANDSCAPE ARCHITECTURE

IT'S OUR PASSION

WE WILL ALWAYS BRING IDEAS THAT PUSH LIMITS AND CHALLENGE OUR STAFF

OUR COLLABORATION AND EXPERTISE ARE SHARED COMPANY-WIDE

WE WILL FIND WAYS TO CONNECT THE COMMUNITY TO OUR DESIGN

LET'S HAVE SOME FUN, BUILD TRUST, AND COLLABORATE

LET US
"WOW"
 YOU

Create the Vision  Tell the Story

Create the Vision **>>** Tell the Story

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners



WHO WE ARE

Our Background...

Established in 1998 as Jenkins Survey and Design, JSD Professional Services, Inc. (JSD), has grown from one office with two employees to six offices across three states, strategically placed to serve local, regional and national clients throughout. JSD's staff includes civil and structural engineers, surveyors, planners and landscape architects who are all focused on, and experienced in, delivering exceptional services from project concept through ribbon cutting.

Our Experience...

Our multi-disciplined approach provides our clients with a coordinated team of specialists who have a broad knowledge base in creative design, site evaluation, project financing, municipal entitlements, land survey documentation, site infrastructure, municipal infrastructure and construction. Our experience covers a vast array of sectors, from developing residential neighborhoods, shopping centers, office sites, industrial parks and distribution centers, all the way to public parks, churches, primary/secondary schools and sports complexes.

Our Commitment...

At JSD, we believe effective communication and our commitment to service are the foundations for project success. Being responsive to our clients' ever-changing needs has proudly built us a reputation with clients who have retained our services continuously for more than 20 years.

WHAT WE DO

Development Services

- Land Acquisition and Site Selection Assistance
- Preliminary Site Investigation and Risk Assessment
- Due Diligence Coordination
- Project Entitlements
- Schedule Management
- Project and Consultant Management
- Retail Roll-out Delivery
- Client Representation
- Public Engagement

Planning and Land Use Feasibility

- Initial Environmental Review
- Master Strategic Land Use Planning
- Conceptual Layouts and Feasibility Studies
- Neighborhood Development Plans
- Comprehensive Plans
- Marketing Illustrations
- Traffic Circulation Analysis
- Cost Analysis and Funding Assistance

Environmental Services

- Phase I Environmental Assessments
- Flood Plain Analysis and Flood Control Studies
- Flood Map Amendments and Revisions
- Hydrologic and Hydraulic Analysis
- Wetland Identification and Mapping
- Wetland Mitigation Design and Permitting

Surveying and Mapping

- ALTA/NSPS Land Title Surveys
- Land Divisions
 - Subdivision Plats (Major Plat)
 - Certified Survey Map (Minor Plat)
- Condominium Plats
- Transportation Project Plats
- Right-of-Way Plats
- Unmanned Aerial Vehicle (UAV) Mapping
- Renewable Energy Layout and Mapping
- Topographic and Utility Surveys
- Boundary Surveys
- Foundation Surveys
- Scanning and Imaging
- Utility Corridor Mapping
- Construction Surveying
- Settlement Monitoring
- Landfill Surveys
- Bathymetric Surveys

Civil Engineering and Water Resources

- Due Diligence Engineering
- Site Design
- Land Development Design
- Stormwater Management
- Roadway and Utility Design
- Grading and Erosion Control Design
- Public Infrastructure Design
- Lift Station and Force Main Design
- Permitting Assistance
- Opinion of Probable Construction Costs
- Construction Bidding and Administration
- Construction Observation

Transportation Engineering

- Geometrics and Traffic Circulation Analysis
- Traffic Impact Analysis
- Infrastructure Design
- Annual Maintenance Planning, Budgeting and Implementation

Structural Engineering

- Building Condition Evaluation
- Building Planning
- Structural Design and Cost Analysis
- Parking Ramp and Plaza Deck Restoration and Waterproofing
- Construction Bidding and Administration
- Construction Observation

Landscape Architecture

- Site Analysis and Evaluation
- Comprehensive Master Planning
- Park, Recreation and Open Space Design
- Site Planning
- Landscape and Hardscape Design
- Streetscape and Highway Landscape Design
- Athletic Facility Design
- Grant Writing and Administration
- Construction Bidding and Administration
- Construction Observation

OFFICE LOCATIONS

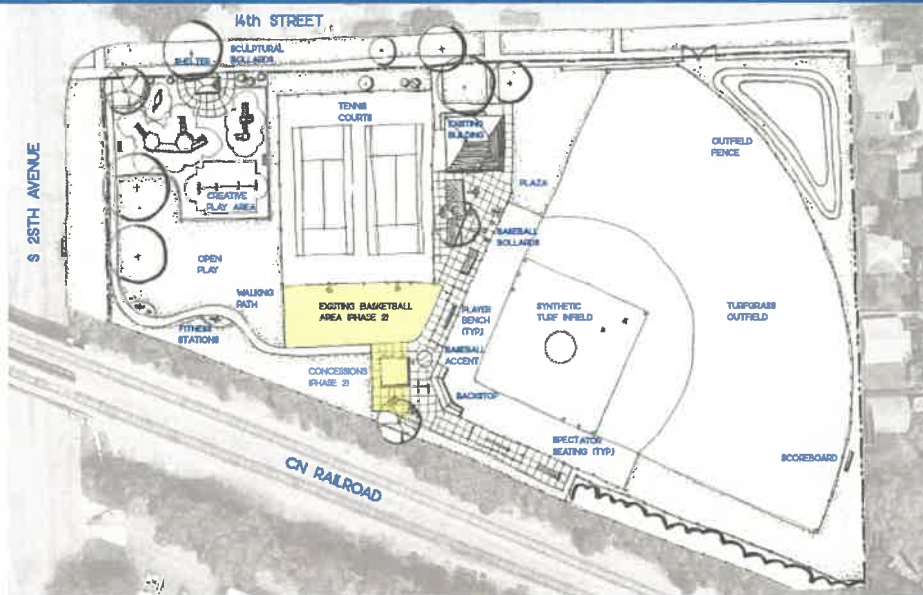
JSD Headquarters: 161 Horizon Drive, Verona, WI - 608-848-5060

Other locations: Milwaukee • Kenosha • Appleton • Weston • Chicago • Idaho

Follow us...



Pioneer Park

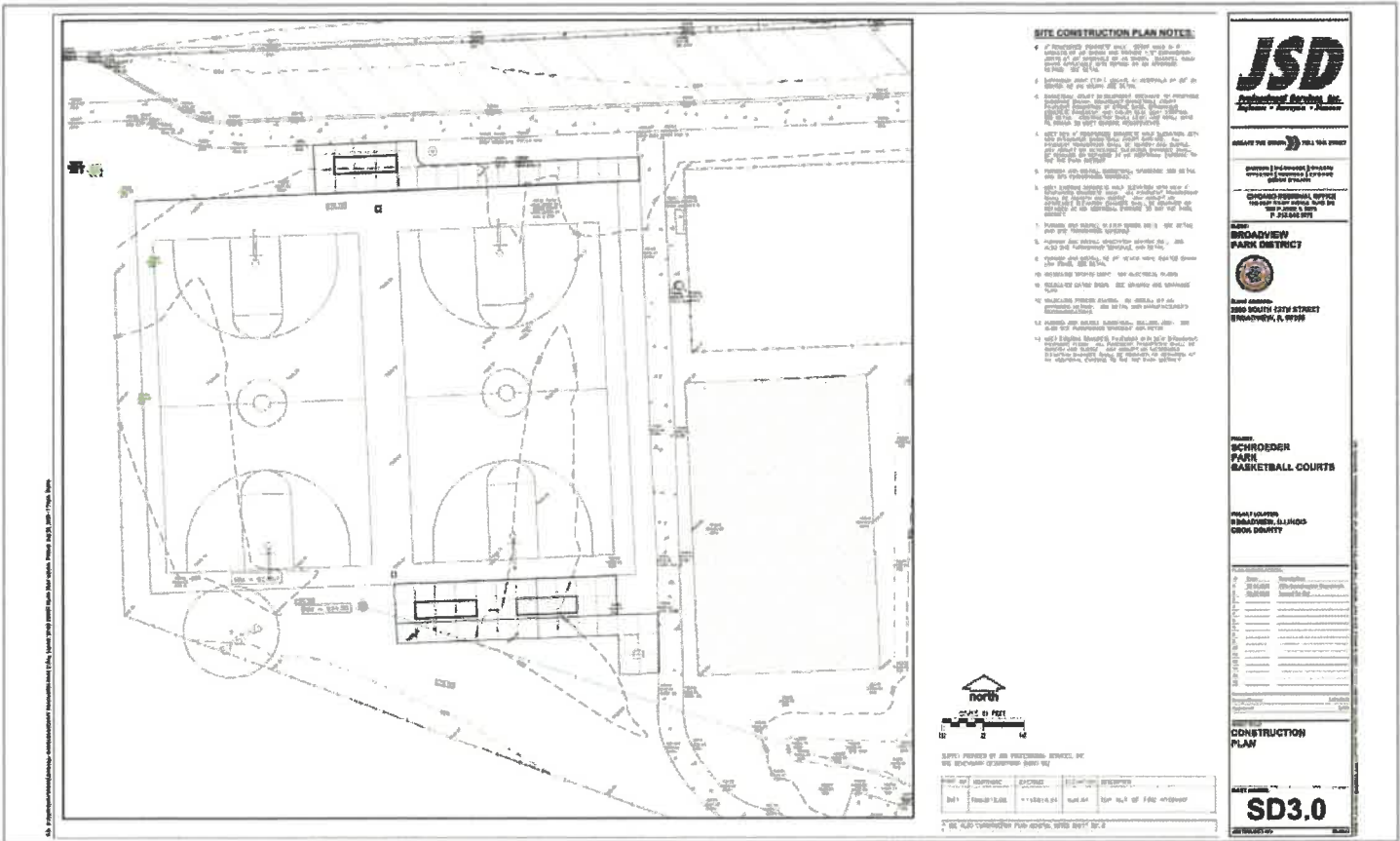


JSD prepared the OSAD Grant submittal package for Pioneer Park, which is funded through the Illinois Department of Natural Resources.

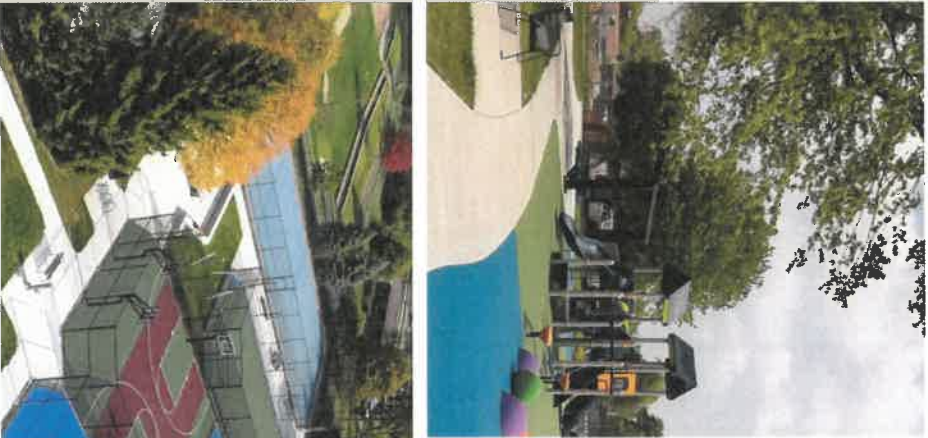
As a part of the design process, the JSD team held a public meeting to elicit comments and suggestions from community groups and neighbors to understand needs before developing a vision for the park. The community input was incorporated into the final design for this 2.9-acre park located in a dense residential neighborhood in Broadview, Illinois. The proposed park will be ADA accessible and include reconstruction of the baseball field, a scoreboard, renovated spectator and player seating areas, a play apparatus for children aged 2 to 12-years, an equipment shed, native plantings, landscaping, and an interior network of paths that will facilitate access throughout the park. Phase II includes renovating the basketball court and adding fitness stations. The improvements to the park will provide needed open space improvements for a highly utilized baseball/softball field.

CLIENT: Broadview Park District
PROJECT SIZE: 6.41 Acres
PROJECT DURATION: 2020-ongoing

SCHROEDER PARK
 Broadview, Illinois
PARKS & RECREATION



The Schroeder Park basketball courts were financed through an NRPA Disney Grant obtained by the Park District. JSD surveyors performed the topographic survey and our landscape architects led the site design, construction documents, bidding process and construction administration and observation. The proposed park will have two full size basketball courts with bleacher seating, fencing, basketball sculpture with park name, and landscape plantings. The Park District plans to utilize the courts for drop-in recreation and for hosting tournaments.



**SITE DESIGN
LANDSCAPE ARCHITECTURE
CONSTRUCTION SERVICES**

- JSD SCOPE OF SERVICES:**
- Public participation process, concept plan design and final master plan
 - Grant writing and receipt of OSUAD grant for Illinois Department of Natural Resources
 - Construction documents, construction observation and contract administration
 - Creative play area, ping pong, basketball, tennis, pickleball, shelters, hammock

CLIENT: River Trails Park District
PROJECT AREA: 9.5 Acres
PROJECT DURATION: 2018 - Ongoing
CONSTRUCTION COST: \$1.6M

**BURNING BUSH TRAILS PARK
MOUNT PROSPECT, IL
PARKS & RECREATION**



**SITE DESIGN
LANDSCAPE ARCHITECTURE
CONSTRUCTION SERVICES**

JSD SCOPE OF SERVICES:

- Final master plan, construction documents, construction observation
- CDBG, grant writing, award and grant administration
- Creative play area with synthetic turf, tricycle track, solar shelter, roll hill, open play
- Construction administration and observation

CLIENT: Carol Stream Park District
PROJECT AREA: .83 acres
PROJECT DURATION: Completed 2019
CONSTRUCTION COST: \$342,000

CAROLSHIRE PARK
 CAROL STREAM, IL
 PARKS & RECREATION



**SITE DESIGN
LANDSCAPE ARCHITECTURE
CONSTRUCTION SERVICES**

- JSD'S STAFF SCOPE OF SERVICES:**
- Site design and master plan
 - Construction documents and bidding services
 - Construction observation and administration

CLIENT: New Lenox Community Park District
AREA: 7.3 acres
PROJECT DURATION: 2016
CONSTRUCTION COST: \$350,000

FIREFIGHTERS PARK
 NEW LENOX, IL
 PARKS & RECREATION



**SITE DESIGN
LANDSCAPE ARCHITECTURE
CONSTRUCTION SERVICES**

JSD'S STAFF SCOPE OF SERVICES:

- Multi-phased park development and design
- Pickleball, tennis, sand volleyball, bocce, horseshoes, bean bag toss
- Ninja warrior course, fitness stations, nature-based play area, sensory garden
- Contract administration and construction observation



CLIENT: Village of Homer Glen
PROJECT AREA: 8 acres (Active Core)
PROJECT DURATION: 2018-2019
CONSTRUCTION COST: \$2.6M

HERITAGE PARK: ACTIVE CORE
HOMER GLEN, IL
PARKS & RECREATION



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: March 2nd, 2021 Board of Trustees Meeting Agenda
RE: A Resolution of the Village of Maywood to accept a grant from The Illinois Housing Development Authority's Strong Communities Program

ATTACHMENTS:

- 1) IHDA - SCP Grant Acceptance Resolution

Background:

This resolution is a requirement for the Illinois Housing Development Authority's Strong Communities Program. On December 18th, 2020, The Village of Maywood was awarded \$125,000 to be used for the acquisition, maintenance, rehabilitation and demolition of abandoned residential properties in the Village. It aims to return vacant residential properties to productive and taxable use through rehabilitation. In cases where properties are beyond repair and negatively impacting neighboring residences, the program may also provide funds for demolition. The program will also reimburse the Village for tree, shrub and debris removal, lot treatment and greening, and other reasonable costs associated with returning blighted properties to productive use. This resolution is needed as part of the closing documents for the Strong Communities Program, before we can begin to submit for reimbursement.

Action:

- Approval of the attached resolution

RESOLUTION DATED _____

A RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S STRONG COMMUNITIES PROGRAM.

WHEREAS, the Village of Maywood (the "Recipient") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Strong Communities Program (the "Program"), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the "Act"), and governed by the Program guidelines described in the term sheet, as may be amended from time to time.

THEREFORE BE IT RESOLVED, that the Recipient shall enter into the Funding Agreement (the "Agreement") with the Authority wherein the Authority agrees to make the Grant to the Recipient in an amount not to exceed One Hundred Twenty Five Thousand and No/100 Dollars (\$125,000.00), which shall be used by the Recipient to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the Mayor of the Recipient is hereby authorized and empowered to execute and deliver in the name of or on behalf of the Recipient the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Recipient to perform its obligations under the Agreement.

FURTHER RESOLVED, that the Mayor is hereby authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, agreements, or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVED, that the Recipient hereby ratifies, authorizes, and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

(Signature page follows)

PASSED BY THE VILLAGE OF MAYWOOD PRESIDENT AND BOARD OF TRUSTEES,
STATE OF ILLINOIS AND APPROVED BY ITS _____ THIS
_____ DAY OF _____, 20_____.

APPROVED:

, Clerk

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Willie Norfleet, Village Manager
DATE: February 24, 2021
SUBJECT: Payment Approval, Allied Waste Service

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for garbage service for the month of January 2021.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
0551-015075028	01/31/2021	\$154,895.00

RECOMMENDATION: It is recommendation that the total payments of \$154,895.00 be approved for payment. The expense account to be charged: 41-55-574.00.



5050 W. Lake Street
Melrose Park IL 60160-27666

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

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 0551-015075028
Invoice Date January 31, 2021
Past Due on 01/31/21 \$309,790.00
Payments/Adjustments -\$154,895.00
Current Invoice Charges \$154,895.00

Total Amount Due	Payment Due Date
\$309,790.00	Past Due

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 01/28	104200	-\$154,895.00

CURRENT INVOICE CHARGES

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

CURRENT INVOICE CHARGES, Due by February 25, 2021 **\$154,895.00**

Recommended To Be Paid

Dept. Head: Willie Taylor

Expense Acct: _____

Date: 2-24-21 PO # _____

Simple account access at your fingertips.

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



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



5050 W. Lake Street
Melrose Park IL 60160-27666

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested

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

Total Amount Due **\$309,790.00**
Payment Due Date **Past Due**
Account Number **3-0551-0010051**
Invoice Number **0551-015075028**

For Billing Address Changes,
Check Box and Complete Reverse

Make Checks Payable To:

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

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Willie Norfleet, Village Manager
DATE: February 24, 2021
SUBJECT: Payment Approval, City of Chicago

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for water services from December 15, 2020 to January 20, 2021.

<u>Account</u>	<u>Date</u>	<u>Amount</u>
432532-432532	02/05/2021	-\$137,193.05
432533-432533	02/05/2021	\$174,827.46

RECOMMENDATION: It is recommendation that the total payments of \$37,634.41 be approved for payment. The expense account to be charged: 41-55-57300.



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



WATER, SEWER, GARBAGE, TAX BILL

Bill Date: Feb-05-2021

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

Recommended To Be Paid

Dept. Head: Willie Wampler

Expense Acct: _____

Date: 2-24-21 PO # _____

Your Total Service Cost: \$137,193.05 CREDIT

To Avoid Penalties, Pay By: Feb-26-2021

Pay online: www.cityofchicago.org/finance

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

Pay over the phone: Call 312-744-4426

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

Metered Account Bill Summary

Bill Period: Dec-15-2020 - Jan-20-2021

Previous Balance	\$282,058.39
Adjustments	\$0.00
Payments	\$590,253.88
Current Water	\$171,002.44
Current Sewer	\$0.00
Current Penalty	\$0.00
TOTAL DUE	\$137,193.05 CREDIT

Additional Information

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

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

You have a credit balance on this bill. Please see additional details in stub below.



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

Account: 432532-432532 Due Date: Feb-26-2021 Total Due: \$0.00

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

This account currently has a credit balance. No payment is due at this time.

16313 1 AB 0.425 16313
 MAYWOOD VILLAGE COLLECTOR
 40 MADISON ST
 MAYWOOD, IL 60153-2323



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



WATER, SEWER, GARBAGE, TAX BILL

Bill Date: Feb-05-2021

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

Recommended To Be Paid

Dept. Head: William R. ...

Expense Acct: _____

Date: 2-24-21 PO # _____

Your Total Service Cost: \$174,827.46

To Avoid Penalties, Pay By: Feb-26-2021

Pay online: www.cityofchicago.org/finance

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

Pay over the phone: Call 312-744-4426

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

Metered Account Bill Summary

Bill Period: Dec-15-2020 - Jan-20-2021

Previous Balance	\$293,248.99
Adjustments	\$0.00
Payments	\$295,218.32
Current Water	\$174,840.40
Current Sewer	\$0.00
Current Penalty	\$1,956.39
TOTAL DUE	\$174,827.46

Additional Information

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

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



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

Account: 432533-432533 Due Date: Feb-26-2021 Total Due: \$174,827.46

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

16319 1 AB 0.425 16319



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

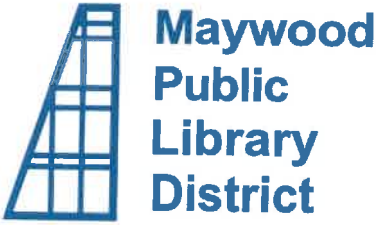
Amount Enclosed: \$ _____

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Willie Norfleet, Village Manager
DATE: February 24, 2021
SUBJECT: Payment Approval, Maywood Public Library

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice dated 01/19/2021 for Personal Property Tax Replacement for the calendar year 2020 and January 2021.

RECOMMENDATION: It is recommendation that the total payments of \$64,927.36 be approved for payment. The expense account to be charged: 01-14-61850.



RECEIVED JAN 28 REC'D

January 19, 2021
Willie Norfleet
40 Madison Street
Maywood, IL 60153

Recommended To Be Paid
Dept. Head: Willie Norfleet
Expense Acct: _____
Date: 2-24-21 PO # _____

Dear Mr. Norfleet:

This is a request for payment for the Library's share of personal property replacement taxes that the Village received in calendar year 2020 and January 2021.

Month	Payment	Library's Share
January	\$115,098.43	\$ 9,066.30
March	\$ 22,881.75	\$ 1,802.40
April	\$157,996.39	\$12,445.38
May	\$101,011.00	\$ 7,956.64
July	\$104,947.87	\$ 8,266.74
August	\$ 77,552.39	\$ 6,108.80
October	\$ 98,314.75	\$ 7,744.25
December	\$ 25,445.28	\$ 2,004.32
January 2021	\$121,017.31	\$ 9,532.53
Total	\$824,265.17	\$64,927.36

Thank you,

Josephine Zaabel
Josephine Zaabel

cc. Lanya Satchell

cc. Stan Huntington

21 S Fifth Avenue
Maywood, IL 60153
P: 708.343.1847
F: 708.343.3325
www.maywood.org



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

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

mtjurusik@ktjlaw.com
DD 312-984-6432

www.ktjlaw.com

MEMORANDUM

TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik and Carmen F. Forte
DATE: February 24, 2021
**RE: Amendments To Chapter 71 (Traffic Regulations) of the Maywood Village Code
Relative To Local Enforcement of Overweight and Overdimension Vehicles**

Per the direction given at the February 16, 2021 Village Board Meeting, I have enclosed the following document for your review, consideration and action at an upcoming Village Board Meeting:

AN ORDINANCE AMENDING CHAPTER 71 (TRAFFIC REGULATIONS) OF TITLE 7 (TRAFFIC) OF THE MAYWOOD VILLAGE CODE RELATIVE TO LOCAL ENFORCEMENT OF OVERWEIGHT AND OVERDIMENSION VEHICLES

The enclosed Ordinance amends the Maywood Village Code as follows:

- Section 71.13 (Overweight and Overdimension Vehicles) and Section 71.14 (Permits for Overweight and/or Overdimension Vehicles) are amended to allow for the local administrative adjudication of citations related to the operation of overweight and overdimension vehicles within the Village.
- These Sections are updated to comply with the Illinois Motor Vehicle Code provisions to permit administrative adjudication of specific types of motor-vehicle offenses.

The adjudication of overweight and overdimension vehicle citations through the Village’s local administrative adjudication process, rather than in Circuit Court, provides the Village with more oversight on the citations, as they will be prosecuted by the Village Attorney and heard before the Village’s Administrative Hearing Officer; both have an in-depth knowledge of the Village Code, and the public ways of the Village in which these Village Code violations occur. If officers are required to testify at these hearings, they will be more readily available to do so, rather than having to appear in Circuit Court, often times for hours at a time while they wait for the matters to be called by the judge. Further, the citations and local administrative adjudication fees charged to the owner or operator of the vehicle will be paid entirely to the Village, rather than to the Circuit Court with a small percentage being paid to the Village, which will increase the reimbursement revenue to the Village for its efforts to curb improper use of its public ways by these vehicles.

Note: So that the Maywood Police Department can promptly commence local enforcement of overweight and overdimension trucks, the enclosed Code Amendment Ordinance shall be effective immediately upon approval by a favorable vote of two-thirds (2/3rds) of all members of the Village Board then holding office (i.e., 5 of 7 Village Board members vote in favor of the Ordinance). If the Ordinance is approved by a simple majority vote, it will be effective ten (10) calendar days after publication in pamphlet form per 65 ILCS 5/1-2-4.

If there are any questions, please contact us.

Mike and Carmen

Enclosure

cc: Viola Mims, Village Clerk (w/ encl.)
Willie Norfleet, Jr., Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
Valdimir Talley, Police Chief (w/ encl.)
Michael A. Marrs (w/ encl.)

(additions to existing text marked with underlining;
deletions to existing text marked using ~~strikethroughs~~)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING
CHAPTER 71 (TRAFFIC REGULATIONS) OF TITLE 7 (TRAFFIC)
OF THE MAYWOOD VILLAGE CODE RELATIVE TO
LOCAL ENFORCEMENT OF OVERWEIGHT AND OVERDIMENSION VEHICLES**

WHEREAS, the Village of Maywood (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 11-1-1 of the Illinois Municipal Code (65 ILCS 5/11-1-1) grants to municipalities the authority to pass and enforce all necessary police ordinances; and

WHEREAS, Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/11-80-2) grants municipalities the authority to regulate the use of streets within the Village; and

WHEREAS, Chapter 15 of the Illinois Vehicle Code (625 ILCS 5/15-101 *et seq.*) governs the size and weight of vehicles on highways within the State; and

WHEREAS, Section 11-208 of the Illinois Vehicle Code (625 ILCS 5/11-208) authorizes local authorities within the State to restrict the use of highways as authorized in Chapter 15 of the Vehicle Code; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to make certain amendments to Chapter 71 (Traffic Regulations) of Title 7 (Traffic) of the Maywood Village Code concerning overweight and oversize trucks, and the issuance of permits for overweight and oversize trucks (the "Code Amendments"); and

WHEREAS, pursuant to the authority granted under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/) and the Illinois Vehicle Code (625 ILCS 5/15), the Village President and Board of Trustees find that adopting the Code Amendments set forth below is in the best interests of the Village, the Village residents, business owners, property owners and the public.

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

SECTION 1: The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2: Section 71.13 (Overweight and Overdimension Vehicles) and Section 71.14 (Permits for Overweight and/or Overdimension Vehicles) of Chapter 71 (Traffic Regulations) of Title 7 (Traffic) of the Maywood Village Code is amended, to read as follows:

§ 71.13

OVERWEIGHT AND/OR OVERDIMENSION VEHICLES.

- (A) ~~It shall be unlawful for any person to be in control of, to drive, to park, or move on, upon or across or for the owner to cause or knowingly permit to be parked, driven, or moved upon or across, any street or highway under the jurisdiction of the Village, Except as specifically allowed by statute or other ordinance, no person shall permit to remain on any public way within the Village of Maywood~~ any vehicle or combination of vehicles exceeding the size and weight limitations stated in Section 15-102 (width), 15-103 (height), 15-107 (length), and 15-111 (weight) of the Illinois Vehicle Code (625 ILCS 5/15-102, 15-103, 15-107, and 15-111).
- (B) Size and weights limitations while operating on Village streets shall not apply to fire apparatus or equipment for snow or ice removal operations owned or operated by or for any governmental body, or to any vehicle or combination of vehicles operating under the terms of a valid oversize and/or dimension permit issued by the Village under the authority of Section 71.14 hereof.
- (C) Where lower size and weight limits or other restrictions are imposed by ordinance under authority of Sections 15-111, 15-316 and 15-317 of the Illinois Vehicle Code (625 ILCS 5/15-111, 15-316, and 15-317), and signs indicating such limitations or restrictions are posted, it shall be unlawful to operate any vehicle or combination of vehicles in excess of such size or weight limitations or in violation of such restrictions.
- (D) Whenever any vehicle or combination of vehicles is operated in violation of this section, the owner and/or driver of such vehicle shall be deemed liable for such violation and either or both the owner and driver of such vehicle may be prosecuted for such violation.
- (E) Any violations written under this Code of the ~~size and weight limitations stated in the Illinois Vehicle Code Sections cited in division (A)71.13(A)~~ shall be subject to the following applicable penalties; set forth in Chapter 15 of the Illinois Motor Vehicle Code (625 ILCS 5/15-101 et seq.).

<u>Weight</u>	<u>Fine</u>
<u>Up to and including 2000 pounds overweight</u>	<u>\$100.00</u>
<u>From 2001 through 2500 pounds overweight</u>	<u>\$270.00</u>
<u>From 2501 through 3000 pounds overweight</u>	<u>\$330.00</u>
<u>From 3001 through 3500 pounds overweight</u>	<u>\$520.00</u>
<u>From 3501 through 4000 pounds overweight</u>	<u>\$600.00</u>

<u>Weight</u>	<u>Fine</u>
<u>From 4001 through 4500 pounds overweight</u>	<u>\$850.00</u>
<u>From 4501 through 5000 pounds overweight</u>	<u>\$950.00</u>
<u>5001 or more pounds overweight</u>	<u>See below</u>

For vehicles that are 5001 or more pounds overweight, the fine shall be computed by assessing \$1500 for the first 5000 pounds overweight and \$150.00 for each additional increment of 500 pounds overweight or fraction thereof.

- (F) Any person, firm or corporation found liable of four (4) or more violations under subsection 71.13(A) within any twelve (12) month period shall be fined an additional amount of \$5,000 for the fourth and each subsequent finding of liability within the 12-month period. With regard to a firm or corporation, a fourth or subsequent finding of liability shall mean a fourth or subsequent finding attributable to any one employee-driver.
- (G) Any violations written under this Code of a width, height or length violation stated in the Illinois Vehicle Code Sections cited in 71.13(A) shall be subject to a fine for the first or second violation of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for each offense, and for the third and subsequent violations by the same person, firm or corporation within a period of one year after the date of the first offense not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00).
- (H) A person issued a notice for a violation of any weight limitations imposed by this Section, or any term or condition of a permit issued under Section 71.14, shall, upon issuance of the citation, deposit with the Village a bond in the form of a money order issued by a money transfer service company in an amount equal to the minimum fine established for such violation. The money order shall be made payable to the Village of Maywood.
- (I) Within 15 days after the issuance of any citation for a violation of any size or weight limitations imposed by this Section, or any term or condition of a permit issued under Section 71.14, the owner or operator may file a written request for a hearing before the Ordinance Enforcement Department to challenge whether a violation has occurred. The hearing date must be scheduled no later than 30 days after the request for a hearing is filed.
- (J) If, at the hearing, the Hearing Officer determines that the owner or operator violated any size or weight limitations imposed by this Section, or any term or condition of a permit issued under Section 71.14, the Hearing Officer shall enter an order finding the owner and/or operator liable to the Village for the amount of the administrative penalty prescribed for such violation in Sections 71.13(E) and 71.13(G). Any penalty imposed shall first be satisfied from the proceeds of the deposit required in Section 71.13(H).

- (K) If, at the hearing, the Hearing Officer determines that the owner or operator did not violate any size or weight limitations imposed by this chapter, or any term or condition of a permit issued under Section 71.14, the Hearing Officer shall enter an order finding the owner and/or operator not liable to the Village and order the return of the proceeds of the deposit.
- (L) If the owner or operator fails to request a hearing in a timely manner, or requests a hearing but fails to appear at the hearing, the owner and operator shall be deemed to have waived his or her right to a hearing and, if a money order deposit bond was deposited pursuant to Section 71.13(H), the funds so deposited shall be forfeited to the Village.
- (M) An administrative penalty shall constitute a debt owing to the Village, which may be collected in accordance with applicable law.
- (N) Service of the citation on the operator of the vehicle for a violation of this Section or Section 71.14 shall constitute service of notice of the violation on the owner of the vehicle.

§ 71.14 PERMITS FOR OVERWEIGHT AND/OR OVERDIMENSION VEHICLES:

- (A) A permit shall be required for the movement operation of any vehicle or combination of vehicles with a non-divisible load on roadways and bridges within the jurisdiction of the Village which exceeds the dimensions and weights permitted for the particular roadways to be traversed whether they be non-designated or designated roadways.
- (B) The Village with respect to any street or highway under its jurisdiction may, upon application to the Village Police Department on forms provided by the Police Department and good cause being shown therefor, issue a special permit authorizing the applicant to operate ~~or move~~ a vehicle or combination of vehicles of a size or weight of vehicle or load exceeding the maximum specified in Section 71.13. The applicant shall furnish the following information in the special permit application:

[...]

SECTION 3: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections that need to be amended or deleted within the Maywood Code of Ordinances, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 4: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 5: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

SECTION 7: Ordinance Effective Immediately and Publication Per 65 ILCS 5/1-2-4. The President and Board of Trustees of the Village of Maywood find and decide that there is an urgency for the above Code Amendments to become effective immediately, so that they can be implemented and enforced immediately by the Village and the Village Police Department, and further find and decide that such implementation and enforcement is in the best interests of the Village, its residents, property owners, businesses and the public. The above Code Amendments shall be effective immediately for purposes of implementation and enforcement, provided that this Ordinance receives a favorable vote of two-thirds (2/3rds) of all members of the Village Board then holding office (i.e., 5 of 7 Village Board members vote in favor of the Ordinance). After its approval, this Ordinance shall be published in pamphlet form by the Village Clerk's Office in accordance applicable State law.

ADOPTED this ____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by the Village President, and attested by the Village Clerk, on the ____ day of _____, 2021.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

Published by me in pamphlet form this ____ day of _____, 2021.

Viola Mims, Village Clerk

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 Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

**AN ORDINANCE AMENDING
CHAPTER 71 (TRAFFIC REGULATIONS) OF TITLE 7 (TRAFFIC)
OF THE MAYWOOD VILLAGE CODE RELATIVE TO
LOCAL ENFORCEMENT OF OVERWEIGHT AND OVERDIMENSION VEHICLES**

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

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ____ day of _____, 2021.

Viola Mims, Village Clerk

SEAL

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: Willie Norfleet, Village Manager
DATE: February 24, 2021
SUBJECT: Payment Approval, Valor Systems, Inc.

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #1882 dated 11/11/2020 for IMS-Named User Licenses/Data Center Sustainment.

RECOMMENDATION: It is recommendation that the total payments of \$41,519.76 be approved for payment. The expense account to be charged: 01-40-52400.

Invoice

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

DATE	INVOICE #
11/11/2020	1882

BILL TO:

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

P.O. NUMBER	TERMS	PROJECT
	Net 30	

QUANTITY	DESCRIPTION	RATE	AMOUNT
46	Valor IMS-Named User Access Licenses (12mos \$62.54/user/mo=\$742.68/user/yr)	742.68	34,163.28
1	Admin User (12 mos x \$238.04/user/mo = \$2,856.48)	2,856.48	2,856.48
1	Data Center Sustainment ("Open Market") (12 mos x \$375/mo = \$4,500)	4,500.00	4,500.00
		0.00	0.00
		0.00	0.00
	For the period of 2/1/21-1/31/22		

RECOMMENDED TO BE PAID
DATE: <u>2/25/21</u>
DEPT HEAD: <u>X L W #112</u>
EXPENSE ACCT: <u>01-40-52400</u>
PO# _____



TOTAL

\$41,519.76





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

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

DD 312 984 6430
jpbartley@ktjlaw.com

www.ktjlaw.com

PRIVILEGED AND CONFIDENTIAL -- ATTORNEY-CLIENT MEMORANDUM

TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood
FROM: James P. Bartley
DATE: February 24, 2021
RE: Labor Contract Teamsters Local No. 705 (All Public Works Employees)

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

1. RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A LABOR AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 705 (AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS) FOR ALL PUBLIC WORKS EMPLOYEES REPRESENTED BY LOCAL NO. 705 (Term: January 1, 2021 To December 31, 2023)
2. LABOR AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 705 (AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS) FOR THREE YEARS (Term: January 1, 2021 to December 31, 2023) (Exhibit "A" to the Resolution)

Summary of Changes to the Successor Collective Bargaining Agreement

The collective bargaining agreement between the Village of Maywood (the "Village") and Teamsters Local No. 705 (the "Union") expired on December 31, 2020. This new Agreement covers Working Foremen, Water/Sewer Laborers, Chauffeurs, Laborers and Helpers. Excluded are all positions currently within the SEIU Local 73 Technical Support Bargaining Unit.

The Union initially requested a 5% wage increase and a number of changes to the existing Agreement. The negotiations went smoothly and there were only a few changes to the existing Agreement. The changes are noted below.

1. A three year contract (2021-2023) with a wage increase of 2% each year.
2. The elimination of the fair share provision that required non-union members to pay union dues.
3. The addition of a one-time payment of \$1,000 to an employee who obtains an arborist certification or a Drain Layer's license.
4. The addition of the requirement for a doctor's certification for eligibility for extended sick leave.

5. A change to the uniform allowance provision to eliminate the Village obligation to provide safety shoes and a winter jacket each year and a \$250 winter clothing allowance and instead to provide a clothing allowance of \$600.00 each year.

If you have any questions, please do not hesitate to contact me at (312) 984-6430.

Jim

Enclosures

cc: Viola Mims, Village Clerk (w/ encls.)
Willie Norfleet, Jr., Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
John West, Public Works Director (w/encls.)
La Sondra Banks, Human Resources Director (w/encls.)
Michael Jurusik, Village Attorney (w/encls.)
Jason A. Guisinger, KTJ Employment - Labor Attorney (w/encls.)

RESOLUTION NO. R-2021- _____

**A RESOLUTION AUTHORIZING AND APPROVING THE
EXECUTION OF A LABOR AGREEMENT BETWEEN THE
VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 705
(AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS)
FOR ALL PUBLIC WORKS EMPLOYEES REPRESENTED BY LOCAL NO. 705
(Term: January 1, 2021 To December 31, 2023)**

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to enter into a labor contract for the employment of all Public Works Employees represented by Local 705 in accordance with the terms set forth in the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 705 (AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS) FOR PUBLIC WORKS EMPLOYEES REPRESENTED BY LOCAL NO. 705 (Term: January 1, 2021 to December 31, 2023) (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 Teamsters Local Union No. 705, who represents certain public works employees. The Agreement contains a three (3) year term from January 1, 2021 until December 31, 2023, 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 TEAMSTERS LOCAL UNION NO. 705 (AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS) FOR ALL PUBLIC WORKS EMPLOYEES REPRESENTED BY LOCAL NO. 705 (Term: May 1, 2021 to April 30, 2023) (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 2nd day of March, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 2nd day of March, 2021, 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"

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 705
(AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS)
FOR ALL PUBLIC WORKS EMPLOYEES REPRESENTED BY LOCAL NO. 705
(Term: January 1, 2021 to December 31, 2023)**

(attached)

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 A LABOR AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 705
(AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS)
FOR ALL PUBLIC WORKS EMPLOYEES REPRESENTED BY LOCAL NO. 705
(Term: January 1, 2021 to December 31, 2023)

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 2nd day of March, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 2nd day of March, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 2nd day of March, 2021.

Viola Mims, Village Clerk

[SEAL]

ARTICLES OF AGREEMENT

BETWEEN

VILLAGE OF MAYWOOD

AND

**TEAMSTERS LOCAL UNION NO. 705,
affiliated with the
International Brotherhood of Teamsters**



January 1, 2021 through December 31, 2023

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VILLAGE OF MAYWOOD
ARTICLES OF AGREEMENT

This Agreement made and entered into this ____ day of _____, ____ by and between the Village of Maywood, Cook County, State of Illinois, hereinafter referred to as the “EMPLOYER”, and Teamsters Local Union No. 705, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “UNION” or “EMPLOYEES”.

This Agreement shall cover and include all employees engaged in the duties or functions pertaining to the removing and disposing of rubbish, snow, street repairing and marking, sign hangings, sewer and water repair and service, forestry work, and similar duties for the Village of Maywood.

ARTICLE I
UNION SECURITY

It is mutually agreed, subject to any limitations by law, that:

Section 1.1. Recognition

The Employer recognizes the Union as the sole and exclusive representative for Public Works employees in the following classifications: Working Foreman, Water/Sewer Laborers, Chauffeurs, Laborers and Helpers. Excluded are all positions currently within the SEIU Local 73 Technical Support Bargaining Unit, Superintendents and the Director of Public Works and all other supervisory, managerial and confidential employees.

Section 1.2 Union Dues Deductions

The Village shall deduct Union Dues from the salary of each employee covered by this Agreement in the amounts determined by the Union, and shall promptly transmit such funds to the Union provided the deduction is authorized in writing by the member on an application submitted to the Village by the Union.

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.

To the extent that amendments may become permissible under state or federal law during the life of this Agreement as a result of legislative, administrative or judicial determination, the parties agree to meet to negotiate the provisions of this Article to allow the greater Union security provisions not now permitted by law.

**ARTICLE II
WAGES**

Section 2.1. The per hour wage scale shall be as follows:

<u>Classification</u>	<u>Current</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
Percentage Increase		2%	2%	2%
Working Foreman	\$32.17	\$32.81	\$33.47	\$34.14
Water & Sewer Laborers	\$30.33	\$30.94	\$31.56	\$32.19
Chauffeurs	\$30.33	\$30.94	\$31.56	\$32.19
Laborers	\$29.51	\$30.10	\$30.70	\$31.32
Helpers	\$20.66	\$21.07	\$21.49	\$21.92

• *

Chauffeurs' are non-probationary laborers who possess a Class A or B CDL license issued by the Illinois Secretary of State's Office.

- ** The Village agrees to maintain a minimum of three (3) Working Foreman positions for the term of this Agreement. Effective January 1, 2019, all working foremen are required to possess and maintain a CDL license of a class necessary to operate all CDL classified vehicles used by the Village. Current working foremen who do not have the required CDL license shall receive training to be provided by the Village on paid time using Village vehicles and shall be given three (3) chances to pass the test. In the event that after receiving the training any current working foreman who are unable to qualify for the necessary CDL shall be moved back into the classification they had prior to becoming a Working Foreman, shall not suffer a reduction in their wages and receive the negotiated dollar amount wage increases for that classification for the term of this agreement or until a successor agreement has been negotiated and ratified by the bargaining unit.

Ta'd 2/27/2018

When a Working Foremen's position becomes available, that position shall be posted for ten (10) calendar days and shall be awarded to the most senior qualified Bargaining Unit Employee. The Working Foremen bid shall become effective the first Monday following the bid.

Section 2.2. The per hour wage scale shall be as follows for the Apprenticeship Laborers, Chauffeurs, and Working Foremen which shall commence from the initial appointment to a position of Laborer, Chauffeur, or Working Foreman:

Newly Appointed Laborers, Chauffeurs, or Working Foremen	Wage Scales Effective: Based on the Current Applicable Contract Rates		
	Start - 12 Months	12 - 18 Months	After 18 Months
Trainees	70.00%	85.00%	100.00%

Any Laborer assigned to a class (by management and in writing in advance of the assignment) that pays at a rate above his/her current classification shall receive the higher rate of pay for the duration of the assignment. However, an Employee paid at a higher rate in his/her classification will not experience a reduction in pay should he be assigned to a class that pays a lower rate.

Section 2.3. Working hours shall be between the hours of 7:30 a.m. and 4:30 p.m. with one (1) hour off for lunch not to be paid for by the Employer. Employees required to start work before the regulation starting time – 7:30 a.m. shall be paid time and one-half (1½) from such time until regulation starting time. Time and one-half (1½) shall be paid for all time worked after the regulation quitting time – 4:30 p.m. Time and one-half (1½) shall be paid for all work over forty (40) hours per week Monday through Friday. Time and one-half (1½) shall be paid for time worked on Saturday; provided the Employee had been available for work at least forty (40) hours during the current week. Overtime shall be assigned by Department to the senior qualified employee.

Employees will be granted fifteen (15) minutes of paid clean up time prior to their lunch break and the end of their regular work shift. It is further agreed that employees will be granted two (2) fifteen (15) minute breaks per work shift one (1) at or near mid-morning and one (1) at or near mid-afternoon. Such breaks shall be without loss of pay.

Section 2.4. All Employees assigned to work a regular night shift schedule in addition to receiving the hourly rates to which they are entitled under the terms of this Agreement, shall receive an additional twenty cents (\$0.20) per hour for all work performed as a night shift premium. Time and one-half (1½) the hourly rate shall be paid after eight (8) hours in any one night.

Payday shall continue to be on a BI-WEEKLY BASIS.

Section 2.5. Posting of job openings. In any instance where a position exists within the confines of this Agreement, an Employee shall have a right to bid on a position on the basis of industrial aptitude, mechanical ability, and seniority. In the event candidates are deemed equally qualified, seniority shall prevail. Employee training classes, including any training required by the Employer or to obtain or renew licenses/certifications, improve job aptitude and mechanical ability in any of the bargaining unit functions, shall be paid for by the village. In the event training classes are scheduled during non-work periods the village will

only cover the cost of the classes; no additional pay for attendance will be authorized. No employee will arbitrarily be denied this benefit.

Section 2.6 Retroactivity. Wage increases (including overtime if any) shall be retroactive to January 1, 2021 and retroactive pay shall be paid only to individuals who are employed by the Village at the time of contract ratification. No other provision of this Agreement shall be applied retroactively.

An employee who possesses or obtains an Arborist Certification or a Drain Layer's License or any other work-related certification which is approved by the Village will receive a one-time one (1) thousand dollar (\$1000.00) bonus upon presentation of evidence of such certification. The Village agrees to continue the practice of paying the cost of any classes, trainings, workshops and fees associated with maintaining such licenses/certifications.

Employees may request advanced approval from the Village prior to obtaining the license or certification provided that such request must be in writing, and dated and signed by the employee. The Village will respond to all requests for advanced approval in writing.

ARTICLE III NO REDUCTION OF WAGES

Any Employee receiving more than this scale of wages shall not suffer any reduction of wages by virtue of this Agreement.

ARTICLE IV REPORTING PAY

Employees reporting for work and for reasons beyond the control of the Employer cannot start work, shall receive two (2) hours pay, but they shall stay on the job for this period. If employees have to cease work before a full day's work is completed for reasons beyond the control of the Employer, they shall receive one (1) extra hour's pay in addition to the hours already worked, but they shall stay on the job for this period. Any Employee who refuses to work when a work order is given shall not be covered by this Article.

ARTICLE V HOLIDAYS

Section 5.1. Employees are to be paid for the following legal holidays – the Employee's Birthday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Good Friday, Martin Luther King's Birthday, and Presidents Day. 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. In addition to the above holidays, employees shall receive three (3) personal days in each year of the pendency of this Agreement. Effective January 1, 1999, employees with five (5) or more years of service shall receive one (1) additional personal day for a total of four (4) personal days annually. The use of a personal

day is subject to the prior authorization and approval of the Director of Public Works.

Section 5.2. If any employee works on Sundays or any of the above holidays, he is to be paid at the rate of double time. Only in case of emergencies, and upon issuance of a permit from the Officer of the Union, is work permitted on Labor Day.

Section 5.3. If the holiday falls on a week day (Monday through Friday) employees shall be guaranteed forty (40) hours at straight time pay for that week without having to work the holiday. In the event any employee is absent from work the day before or the day after a holiday, including the employee's birthday, he shall not receive holiday pay until proof of sickness or excusable absence is established.

ARTICLE VI VACATION

Section 6.1. It is agreed that members coming under the jurisdiction of this Agreement who have given one (1) year's continuous service with the Employer shall receive two (2) weeks' vacation of eighty (80) hours at the employee's straight time hourly rate. Employees who have given seven (7) years or more continuous service with the Employer shall receive three (3) weeks' vacation of one hundred and twenty (120) hours at the employee's straight time hourly rate.

Section 6.2. Beginning with the calendar year in which an Employee completed eight (8) years of continuous service, he shall receive one (1) additional day of vacation and for each year thereafter up to and including a total of four (4) weeks for twelve (12) years of service and five (5) weeks after twenty (20) years.

Section 6.3. Employees will be paid for any earned but unused vacation time upon termination of employment.

Section 6.4. Employees are to pick vacation periods by order of seniority. A junior employee will not be permitted to schedule vacation during the same week as a senior employee, to avoid staffing shortages. Vacations shall be scheduled from January 1st to December 31st of each year.

ARTICLE VII LAY OFF, RECALL AND DISCIPLINE NOTICES

Section 7.1. The Employer reserves the right to lay-off employees covered by this Agreement when there is not sufficient work or funds to keep the present force employed. Employees shall be laid off in reverse order of seniority so that the last one hired shall be the first man laid-off, subject to the needs of the Employer. In the rehiring of employees, the person with the oldest seniority shall be the first returned to work, until the seniority list is exhausted. Seniority shall be based upon the unit covered by this Agreement.

Section 7.2. The Employer shall not discipline, discharge nor suspend any employee

without just cause but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee in writing, and a copy of the same to the Union affected by certified mail, except, that no warning need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is dishonesty, drunkenness, violation of the Drug and Alcohol Policy as set forth in Appendix A, attached hereto and made a part hereof, or recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers. Any warning notice will not remain in effect for more than twelve (12) months after issuance. Probationary employees may, during their probationary period, be discharged without cause.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 8.1. Definition and Procedure: 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 regarding any interpretation, application or administration of the provisions 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. Recognizing that grievances should be raised promptly, a grievance must be presented within ten (10) working days of the occurrence of the first event giving rise to the grievance. A grievance shall be processed as follows:

Step 1. The Union and/or any employee, with or without his/her steward; who has a grievance shall submit to his/her immediate Supervisor, who is designated for this purpose by the Village. The Supervisor shall give the Village's oral answer within ten (10) working days after such presentation. This step may be waived by mutual agreement of the Village and the Union, when the immediate supervisor is the Department Head.

Step 2. If the grievance is not settled in Step 1 and the Union with or without the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Department Head within ten (10) working days after the Village's answer in Step 1 and shall be signed by either or both the employee and the authorized representative of the Union. The written grievance shall specify the section or sections of this Agreement that are allegedly violated or misinterpreted, the full facts on which the grievance is based, and the specific relief requested. The Department Head or his/her representative, shall discuss the grievance within ten (10) working days with the Union Representative at a time mutually agreeable to the parties. If no settlement is reached, the Department Head or his/her representative, shall give the Village's written answer to the Union within ten (10) working days following their meeting.

Step 3. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager, or his/her designated representative, within ten (10) working days after the Village's answer in Step 2. A meeting between the Village Manager or his/her representative, and the authorized

representative, and the Union shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Village Manager, or his/her representative, and the Union. If no settlement is reached, the Village Manager, or his/her representative, shall give the Village's written answer to the Union within ten (10) working days following the meeting.

Step 4. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within forty-five (45) working days after the deadlock occurs. The parties by mutual agreement in writing may submit more than one grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of the notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall immediately jointly or separately request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators and residents of northern Illinois, southern Wisconsin. Both the Village and the Union shall have the right to strike three (3) names from the panel. The Village shall strike the first three (3) names; the other party shall then strike three (3) names. The remaining person shall be the arbitrator. Either party shall have the right to strike one (1) entire panel submitted by the Federal Mediation and Conciliation service. The arbitrator shall be notified of his/her selection by letter from the Village and the Union requesting that a date and time be set for the hearing, subject to the availability of the Village and Union representatives.

Section 8.2. Authority of the Arbitrator: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of State and Federal Laws. No liability shall accrue against the Village for the period prior to the first occurrence of the event giving rise to the grievance. The arbitrator shall submit in writing his/her decision to the Village and to the Union within thirty (30) days following close of the hearing, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. While the decision of the arbitrator if made in accordance with this section shall be final and binding, either party may seek judicial review of the arbitrator's award.

Section 8.3. Expenses of Arbitration: The fee and expenses of the arbitrator shall be paid by the losing party as determined by the arbitrator; provided, however, that each party shall be responsible for compensating its own representatives and non-employee witnesses. The grievant and/or employee witnesses may attend without the loss of pay.

Section 8.4. Time Limit for Filing: No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the occurrence of the first event giving rise to the grievance or within ten (10) days after the employee or the Union through the

use of the reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not appealed by the Union within the time limit set forth above, it shall be considered “waived” (withdrawn without precedence or prejudice). If the Village does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Village and Union representative(s) involved in each Step.

ARTICLE IX SICK LEAVE

Section 9.1. The Employer hereby agrees that Employees, members of the Local Union No. 705, after having served six (6) months of continuous employment with the Village of Maywood, will be eligible for illness allowance privilege (hereinafter referred to as regular sick days) the number of which is provided and determined by the Village of Board of Trustees within each three hundred and sixty-five (365) day period.

Section 9.2. The following are the allowances for illness, in terms of regular assigned work week:

- A. Employees with five (5) years or less of service shall be paid regular sick days, in accordance with the policy of the Maywood Village Board of Trustees.
- B. After five (5) years or more of service by an employee, each employee shall be entitled to a maximum of thirteen (13) weeks of extended sick leave in each twelve (12) month period. The employee is required to provide documentation from their Health Care provided of the need for extended sick leave. The twelve (12) month period shall begin with the first day of use of the extended sick leave. An Employee shall not be eligible to receive his/her new bank of thirteen (13) weeks of sick leave until at least twelve months have passed from the first day the Employee returned to work from first using the extended sick leave. Extended sick leave shall be at full pay after a waiting period of one (1) working day of illness.

Section 9.3. Each Employee shall notify his superior at the start of the scheduled working day in case of absence due to illness. If the illness lasts more than three (3) days, or if there is a repeated occurrence of illness, the supervisor may, at his option, require a medical certificate upon the Employee’s return to duty.

Section 9.4. The Employer and the Union mutually agree that any employee member of the Union, making false reports to collect illness pay, shall be subject to disciplinary action by the Employer.

Section 9.5. Retirement Benefit: In the event an employee retires, as authorized under the provisions of the Illinois Municipal Retirement Fund (IMRF), the employee may use any

accumulated unused sick leave for additional creditable service to the maximum allowed by State Statute. As of the execution date of this Agreement it is the current understanding of the parties that the employee's unused, unpaid sick leave may be used for additional creditable service up to a maximum of one (1) year at the rate of one (1) month for each twenty (20) days of unused, unpaid sick leave or fraction thereof. Employees who are eligible for retirement under the IMRF, shall, during the four (4) years immediately preceding their retirement, be allowed to accumulate the Section 9.2, B., above thirteen (13) weeks annual sick leave benefit to a maximum of fifty-two (52) weeks of sick leave, to be used for additional IMRF creditable service. The accumulated sick leave shall be reduced by the actual number of sick leave days used during said four (4) year period.

Section 9.6. Annual Sick Leave Buy Back: Consistent with past practice and Village policy, employees covered by the terms of this Agreement will annually be compensated, hour for hour, for the unused portion of their annual sick leave benefit up the six (6) days (48 hours of pay at the employee's current hourly rate).

ARTICLE X FUNERAL LEAVE

Funeral leave up to three (3) regularly scheduled working days with pay at straight time rate shall be given to an employee in case of death in the immediate family (father, mother, step parent (provided married to mother or father at time of passing of step parent or spouse), wife, official domestic partners (civil union), child, step children (provided employee is married to mother or father at time of passing of step child or spouse), sister, brother, mother-in-law, father-in-law, brother-in-law, and sister-in-law). In addition to the preceding the immediate family shall include the employee's grandparents and grandchildren. Upon request from the employer, an employee will provide proof of the death.

ARTICLE XI UNIFORMS

Section 11.1. The Employer shall furnish clean uniforms no later than November 1st per contract year. The Employer shall also furnish hard hats and generic rain gear for the employee. Gloves and safety goggles are to be issued as required, as determined by the Public Works Director. Goggles are to be worn on all hazardous types of operations. New employees shall be furnished the above uniforms and safety equipment on their start date.

Section 11.2. Employees must report to work in uniform with Village of Maywood Patch and monograms sewn on shirts and jackets.

Section 11.3. Employees shall not be permitted to work out of uniform; Employees shall not be permitted to wear Village of Maywood uniforms while off duty; Employees shall surrender all Village of Maywood ID cards, Village of Maywood emblems, keys, boots,

rain gear, and safety equipment (except shoes) before receipt of final paycheck.

Section 11.4. Employees shall be held responsible for all tools and equipment furnished by the Employer, providing tools bear identifying numbers, and safe storage space is provided by the Employer.

Section 11.5. The winter clothing allowance and work boot allowance, issued in a separate check by October 1 of each year, shall be \$ 600.00 per contract year to assist employees in the purchase of any extra clothing that is not provided by the employer.

ARTICLE XII GENERAL/MISCELLANEOUS PROVISIONS

Section 12.1. All members of the Union agree to further the interests of the Employer.

Section 12.2. During the term of this Agreement, the Employer and the Union will by mutual written agreement, establish designated smoking areas applicable to the members of the bargaining unit. Smoking shall be permitted outside of Village buildings and vehicles greater than twenty (20) feet away from any exterior door or opening, where there are no safety hazards, and smoking is otherwise allowed.

Section 12.3. Consistent with the parties' past and current practices, in the event of a vacancy in the Working Foreman's position(s) the Employer will post the vacancy for a period of ten (10) working days. During the posting period employees will be allowed to sign up for promotion to the posted position. The Employer will continue to appoint the senior qualified applicant. All working foremen shall meet the minimum qualifications to be agreed upon by the Village and the Union. A working foreman may be demoted for just cause in the event that the working foreman is not performing to the expectations of the Village or no longer meets the minimum qualifications. Any such demotion shall be subject to the grievance procedure, and the Village shall have the burden of proving that just cause existed for the demotion.

Section 12.4. Seniority is defined as the employee's length of continuous service with the Employer since his/her original date of hire unless such continuous service is broken. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement and a lay off that exceeds twenty-four (24) months or the term of this Agreement, whichever period of time is greater. However, if an employee returns to work in any capacity within two (2) years, the break in continuous service shall be removed from his record. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section 12.5. All new hire employees (Apprenticeship) covered by this Agreement must serve a six (6) month probationary period.

Section 12.6. The Village and the Union have agreed to Uniform Testing Procedures for

Alcohol and Drugs, attached hereto as Appendix A, made a part of and subject to all other terms and conditions of this Agreement.

Section 12.7. Family Medical Leave.

All employees who worked for the Employer for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

Eligible employees are entitled to up to a total of 12 weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth or adoption of a child or the placement of a child in foster care;
2. To care for a spouse, child or parent of the employee due to a serious health condition;
3. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain health insurance coverage during the period of the leave. The Employer may not require the employee to substitute accrued paid vacation or other paid leave for part of the twelve (12) week leave period. FMLA leave may be used in increments of one (1) hour, provided that the need for such leave is medically necessary, pursuant to the provisions of the Family and Medical Leave Act, and the employee must provide medical certification of the need for such intermittent leave.

The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain health insurance coverage during the period of the leave. The Employer may not require the employee to substitute accrued paid vacation or other paid leave for part of the twelve (12) week leave period. FMLA leave may be used in increments of one (1) hour, provided that the need for such leave is medically necessary, pursuant to the provisions of the Family and Medical Leave Act, and the employee must provide medical certification of the need for such intermittent leave.

The employee is required to provide the Employer with at least thirty (30) days advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2nd) opinion at the Employer's expense. If the second opinion conflicts with the initial certification, a third opinion from a health care provider selected by the first and second opinion health care providers, at the Employer's expense may be sought, which shall be final and binding. Failure to provide certification shall cause any leave taken to be treated as an unexcused absence.

As a condition of returning to work, an employee who has taken leave due to his/her own serious health condition must be medically qualified to perform the functions of his/her job. In cases where employees fail to return to work, the provisions of this Agreement will apply.

An employee returning from FMLA leave shall be restored to the position of employment held by the employee when the leave commenced.

It is specifically understood that an employee will not be required to repay any of the contributions for his/her health insurance during FMLA leave. No employee will be disciplined for requesting or taking FMLA leave under the contract absent fraud, misrepresentations, or dishonesty.

Disputes arising under the provision shall be subject to the grievance procedure.

The provisions of this Section are in response to the federal FMLA and shall not supersede any state or local law which provides for greater employee rights.

ARTICLE XIII INSURANCE BENEFITS

Section 13.1. 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.

Section 13.2. Any full time employee shall be eligible to receive the following medical insurance benefits, upon meeting both of the following minimum criteria:

- a. retire after service 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.

Section 13.3. The Village agrees to pay a percentage of the premium of the retired employee's medical insurance coverage, as follows:

- a. The Village agrees to pay for single coverage for the retired employee, regardless of whether the retired employee is single or married, with or without dependent children;
- b. The amount which the Village shall be obligated to pay shall be the lesser of, and shall not exceed either of the following:
 - 1. Fifty percent (50%) of the premium as it is computed on the date of such employee's retirement; or,

2. Fifty percent (50%) of the premium as it is computed on the date such premium is due from time to time during the retired employee's retirement.

Section 13.4. Life Insurance: Life insurance coverage shall be provided to all active employees in the Village's plan. Life insurance will cease when said employee retires.

ARTICLE XIV RULES AND REGULATIONS DISPUTE RESOLUTION

The parties shall submit to final and binding arbitration of disputes concerning any differences of opinion between an employee and a supervisor with respect to the meaning or application of the Village rules and regulations applicable to the employee.

ARTICLE XV MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct employees including but not limited to the following: to plan, direct, control and determine all of the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work, to continue to establish reasonable work and reasonable proficiency standards and, from time to time, to reasonably change those standards subject to decisional and effects bargaining with the Union as provided by law upon Union request; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change and eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE XVI DURATION OF AGREEMENT

This Agreement shall be in effect from January 1, 2021 and shall remain in effect to December 31, 2023, and from year to year thereafter unless either party gives written notice to the other party of its desire to terminate this Agreement sixty (60) days prior to the termination of this Agreement.

**ARTICLE XVII
PRECEDENCE OF AGREEMENT**

The provisions of this Agreement shall prevail in all employment matters with respect to members of Local 705 and take precedence over any conflicting provisions or rules of the Village of Maywood, its personnel code, or other regulations.

**ARTICLE XVIII
RESIDENCY**

Employees shall reside within the Village of Maywood or within a fifteen mile radius from the boundaries of the Village of Maywood.

IN WITNESSES WHEREOF, the bargaining unit members have ratified this Agreement on the ___ day of _____, and the parties hereto have executed this Agreement on the ___ day of _____.

SIGNED FOR THE UNION:

SIGNED FOR THE EMPLOYER:

Teamsters Local Union No. 705,
affiliated with the International
Brotherhood of Teamsters

Village of Maywood
40 East Madison
Maywood, Illinois 60153

Secretary-Treasurer

Village Manager

President

Attested:

Employee Representative

Village Clerk

Dated: _____

APPENDIX A - DRUG TESTING
PART I
UNIFORM TESTING PROCEDURES FOR ALCOHOL AND DRUGS

Section A 1.1 Probable Suspicion Testing

In cases in which an employee is acting in an abnormal manner and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of controlled substances, the Employer may require the employee (in the presence of a union shop Steward, if possible) to go to a medical clinic to provide both urine and blood specimens for laboratory testing. The supervisors) must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop Steward or other union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. If requested, the employee will sign a consent form authorizing the clinic to withdraw specimens of blood and urine and release the results of the urine laboratory testing to his/her Employer's Medical Review Officer, in the case of DOT-covered employees, and the blood testing results to the Employer, but shall not be required to waive any claim or cause of action under the law. For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

An employee may raise an affirmative defense that the positive blood test result was attributable to the proper use of a prescription medication. If the employee raises such a defense to the Employer, at the employee's request, the Employer shall refer the employee to a qualified physician to discuss the employee's explanation for the positive blood test result. The qualified physician may decide that there is a legitimate explanation and declare the blood drug test to be negative. The employee may be required to provide evidence that a prescription has been lawfully prescribed by a physician.

A refusal to provide either specimen will constitute a presumption of intoxication and the employee will be subject to discharge without the receipt of a prior warning letter. In the case of a non-DOT-covered employee who is unable to provide a urine specimen after a reasonable waiting period [not to exceed one (1) hour], the Employer may terminate the procedure and proceed with laboratory testing based upon blood specimens alone. In DOT-covered cases, if the employee is unable to produce 30 ml of urine, he or she shall be given fluids to drink and shall remain at the collection site under observation until able to produce a 30-ml specimen, for up to eight (8) hours at the Employer's option. If still unable to produce a 30-ml specimen, the blood specimen will be forwarded to the lab for analysis, and the employee shall be referred for medical evaluation. Contractual time limits for

disciplinary action, as set forth in this Agreement, shall begin on the day on which specimens are drawn. In the event the Employer alleges only that the employee is intoxicated on alcohol and not drugs, previously agreed-to procedures under this Agreement for determining alcohol intoxication shall apply.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication."

Section A 1.2 DOT Random Testing

It is agreed by the parties that random urine drug testing will be implemented only in accordance with the DOT rules under 49 CFR Part 391, Subpart H.

It is agreed that the Employer shall discontinue urine drug testing in conjunction with the DOT physical after the Employer has implemented its random urine drug testing program and is testing at the fifty percent (50%) rate.

The method of selection for random urine drug testing will be neutral so that all employees subject to testing will have an equal chance to be randomly selected.

The term "employees subject to testing" under this agreement is meant to include any employee required to have a DOT physical examination under the Department of Transportation regulations. Employees out on long term injury or disability for any reason shall be removed from the random pool.

The provisions of Section A 1.6 C, Split Sample Procedures, and Section A 1.10 A, One-Time Rehabilitation, shall apply to random urine drug testing.

Section A 1.3 Non-Suspicion-Based Post-Accident Testing

Non-suspicion-based post-accident testing is defined as urine drug testing as a result of an accident when the driver is issued a citation for a moving traffic violation arising from an accident. Urine drug testing will be required after accidents meeting the following conditions and drivers are required to present themselves for such testing within thirty-two (32) hours after such accident:

"Accident" means an occurrence involving a commercial motor vehicle operating on a public road which results in: (i) A fatality; (ii) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (iii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle(s) to be transported away from the scene by tow truck or other vehicle.

The driver has the responsibility to make himself/herself available for urine drug testing within the thirty-two (32) hour period in accordance with the procedures outlined in this Subsection. The

driver is responsible for notifying the Employer upon receipt of a citation and to note receipt thereof on the accident report. Failure to so notify the Employer shall subject the driver to disciplinary action.

If a driver receives a citation for a moving violation more than thirty-two (32) hours after a reportable accident, he or she shall not be required to submit to post-accident urine drug testing.

The Employer shall make available a urine drug testing kit and an appropriate collection site for the driver to provide specimens.

The provisions of Section A 1.6 C, Split Sample Procedures, and Section A 1.10 A, One-Time Rehabilitation, shall apply to non-suspicion-based post-accident drug testing.

Section A 1.4 Chain of Custody Procedures

Any specimens collected for drug testing shall follow the DHHS/DOT (Department of Health and Human Services/Department of Transportation) specimen collection procedures. At the time specimens are collected for any drug testing, the employee shall be given a copy of the specimen collection procedures. In the presence of the employee, the specimens are to be sealed and labeled. As per DOT regulations, it is the employee's responsibility to initial the specimens, additionally ensuring that the specimens tested by the laboratory are those of the employee. The required procedure follows:

A. Blood Specimens

For probable suspicion testing, blood shall be drawn first. The blood specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are drawn, the individual test tubes shall, in the presence of the employee, be sealed and labeled and the employee has the responsibility to identify each specimen and initial same. Urine is similarly collected, sealed, labeled and initialed. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The employee has the responsibility to initial the outside of the container. The container shall be sent to the designated testing laboratory on the same day or on the next normal business day, by air courier or other fastest available means.

B. Urine Specimens

Where urine specimens are to be provided, at least 30 ml of specimen shall be collected and placed in one (1) self-sealing, screw-capped container. Urine specimen in excess of the first (1st) 30 ml shall be placed in a second (2nd) such container. They shall be sealed, labeled and initialed by the employee without the containers leaving the employee's presence. The employee has the responsibility to identify each specimen and initial same. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The employee has the responsibility to initial the outside of the container. The container shall be sent to the

designated testing laboratory at the earliest possible time by the fastest available means. In this urine collection procedure, urine shall be obtained directly in a wide-mouthed single-use specimen container, which shall remain in full view of the employee until transferred to tamper-resistant urine bottles, and sealed and labeled, and the employee has initialed the bottles. At the employee's request, he or she may void directly into the two (2) self-sealing tamper-resistant urine bottles in the kit.

It is recognized that the Employer has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimen(s) to detect tampering or substitution, provided that the employee's right to privacy is guaranteed and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT regulations. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity and/or chloride measurements may be performed by the laboratory.

Any findings by the laboratory outside the "normal" ranges for creatinine, specific gravity and/or chloride shall be immediately reported to the Company's MRO for determination as to whether another specimen should be drawn.

The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimen in the presence of the tested employee. If each container is received undamaged at the laboratory properly sealed, labeled and initialed, consistent with DOT regulations as certified by the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.

Section A 1.5 Drug Testing Kits

A. Blood and Urine Sample Kits (Probable Suspicion Kits)

The contents of the blood and urine sample kits shall be as follows:

- (1) Security seals for sealing, initialing and labeling each blood vial.
- (2) Non-alcohol antiseptic swab (providone-iodine 10%).
- (3) Holder for evacuated tube and needle.
- (4) 20 gauge x 1.5" multiple sterile pyrogen-free needle.
- (5) One (1) sterile evacuated GRAY top blood collection tube containing 100 mg sodium fluoride and 20-mg potassium oxalate (or in the same proportion), and one (1) sterile

evacuated blood collection tube without an anticoagulant, preservative - e.g., RED top tube.

- (6) Two (2) screw-capped self-sealing tamper-resistant urine collection bottles of appropriate capacities (for kits manufactured after April 1994).
- (7) Instructions for specimen collection.

The chain of custody form shall be completed by the hospital/clinic personnel during specimen collection and the appropriate copies for the laboratory placed with the blood and urine specimens into the transportation container. The exterior of the container must then be secured (e.g., by placing the tamper-proof Box Seal over the outlined area). If physically capable, the employee has the responsibility to initial the sealed transportation container.

B. Urine Collection Kits

The contents of the urine collection kit shall be as follows:

- (1) Two (2) screw-capped self-sealing tamper-resistant urine collection bottles of appropriate capacities, one of which contains a temperature reading device affixed to the outside of the container capable of registering the urine temperature specified in the DOT regulations.
- (2) A uniquely numbered (i.e., Specimen Identification Number) DOT approved chain of custody form with similarly numbered Bottle Custody Seals, and a transportation kit seal (e.g., Box Seal) shall be utilized during the urine collection process and completed by the collection site person. The appropriate laboratory copies are to be placed into the transportation container with the urine specimens. The exterior of the transportation kit shall then be secured, e.g., by placing the tamper-proof Box Seal over the outlined area.

The employee has the responsibility to initial the sealed transportation container.

- (3) Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to (1) and (2) above.

Section A 1.6 Laboratory Requirements

A. Urine Testing

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs and employing the test methodologies and cutoff levels covered in the DOT Regulations 49 CFR, Part 40.

B. Specimen Retention

All specimens deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

C. Split Sample Procedure

There will be an optional split sample procedure available to all employees selected for urine drug testing. When any test kit is received by the laboratory, the "primary" sealed urine specimen bottle shall be immediately removed for testing, and the remaining "split" sealed bottle shall be placed in secured storage. Such specimen shall be placed in refrigerated storage if it is to be tested outside of the DOT mandated period of time.

The employee will be given a shrink-wrapped or similarly protected urine collection kit containing two (2) containers for the urine specimen. One container must contain at least 30 ml of urine, and urine in excess of the first 30 ml shall be placed in the second container. Both shall be sealed in the employee's presence, initialed by the employee, then forwarded to an approved laboratory for testing. If the employee is advised by the MRO that the first (1st) urine sample tested positive, in a random or post accident urine drug test, or if the urine portion of a probable suspicion test is positive after the blood tests negative, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first laboratory to another independent and unrelated approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If the employee chooses to have the second (2nd) sample analyzed, he or she shall at that time execute a special checkoff authorization form to ensure payment by the employee. If the employee chooses the optional split sample procedure, disciplinary action can only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the employee may be taken out of service once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. If the second (2nd) test is positive, and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the Employer for the cost of the second (2nd) sample's analysis before entering the rehabilitation program. If the second (2nd) laboratory report is negative, the employee will be reimbursed for the cost of the second (2nd) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action in the Supplements are waived.

D. Laboratory Accreditation

All laboratories used to perform urine drug testing pursuant to this Agreement must be accredited by the Substance Abuse & Mental Health Services Administration (SAMHSA).

Laboratories that have not previously been approved for blood drug testing but which desire to begin such testing, pursuant to this Agreement, must apply to the parties for approval and be added to the approved list before testing.

Section A 1.7 Laboratory Testing Methodology

The initial testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.

When a grievance is filed as a result of a positive drug test, the Employer shall obtain the test results from the laboratory relating to the drug test, and shall provide a copy to the Union.

A. Blood Testing

In testing blood specimens, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate.

In probable suspicion testing, a "positive" finding for cannabinoids will be forensically reported under any of the following results obtained after testing blood specimens by gas chromatography/mass spectrometry:

- (1) The blood/serum contains at least two (2) and up to five (5) nanograms THC/ml and at least ten (10) nanograms THC metabolites/ml.
- (2) The blood/serum contains at least five (5) or more nanograms THC/ml, regardless of the THC metabolite concentration.
- (3) The blood/serum contains twenty (20) or more nanograms THC metabolites/ml, regardless of THC concentration.

If none of the above blood marijuana findings results are obtained, a "negative" finding shall be reported.

Where other Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist and certified as accurate.

All positive test results must be reviewed by the certifying scientist and certified as accurate.

B. Prescription and Non-prescription Medications

If an employee is taking a prescription or non-prescription medication in the appropriate described manner, he or she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

C. Medical Review Officer (MRO)

The Medical Review Officer (MRO) shall be a licensed physician with the knowledge of substance abuse disorders. The MRO shall review and interpret all urine drug test results, as required by the DOT for all employees tested for drugs under this Agreement, from the laboratory and shall examine alternate medical explanations for such positive tests. Prior to the final decision to verify a positive urine drug test result, all employees shall have the opportunity to discuss the results with the MRO. If the employee has not discussed the results of the positive urine drug test with the MRO within five (5) days after being contacted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification.

Section A 1.8 Leave of Absence Prior to Testing

A. Treatment Leave

An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

B. One (1) Leave Limit

Such leave of absence shall be granted on a one (1)-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement thereto except continued accrual of seniority, nor does this provision amend or alter the disciplinary provision.

C. Testing Upon Return to Work

Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Section A 1.10 of the Appendix. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.

D. Non-Application to Probationary Employees

The provisions of this Section shall not apply to probationary employees.

Section A 1.9 Disciplinary Action Based on Positive Test Results

Consistent with past practice under this Agreement, and notwithstanding any other language in any Supplement, the Employer may take disciplinary action based on the test results as follows:

- A. If a laboratory, following the procedures described in Sections A.6 and A.7, reports that a urine test is positive, the employee shall be subject to discharge [except as provided in Section A 1.10].
- B. The following actions shall apply in probable suspicion testing based on DOT and contractual mandates.
 - (1) If the blood test is positive according to the procedures described in Parts (f) and (g), the employee shall be subject to discharge.
 - (2) If the blood test is negative and the urine test is positive, the employee shall be medically unqualified as prescribed by the DOT regulations.
 - (3) If the blood test is negative and the urine test is negative, the employee shall be immediately returned to work and made whole for all lost earnings.
- C. If test results show a blood alcohol concentration equal to or above the level previously determined by this Agreement for alcohol intoxication, the employee shall be subject to discharge pursuant to this Agreement.

Section A 1.10 Return to Employment After a Positive Drug Test

A. One-Time Rehabilitation

Any employee testing positive for drugs or alcohol, thereby subjecting the employee to discipline, shall be granted reinstatement on a one (1)-time lifetime basis if the employee successfully completes a program of evaluation and/or rehabilitation which has been approved by the applicable Medical Insurance Plan where such is the practice. Any cost of evaluation and/or rehabilitation, over and above that paid for by the applicable Medical Insurance Plan, must be borne by the employee.

B. Rehabilitation Conditions

Employees electing the one-time lifetime evaluation and/or rehabilitation must notify the Employer within ten (10) days of being notified by the Employer of a positive urine drug test. The evaluation process and/or rehabilitation program must take a minimum of ten (10) days. The employee must begin the evaluation process and/or rehabilitation program within fifteen (15) days after notifying the Employer. The employee must request reinstatement promptly after successful completion of the evaluation process and/or rehabilitation program. After the minimum ten (10) day period, the employee may request reinstatement, but must first provide a negative urine drug test, to be conducted by a clinic and laboratory of the Employer's choice, before the employee can be

reinstated. Any employee choosing to protest the discharge must file a protest under the applicable Supplement. After the discharge is sustained, the employee must notify the Employer within ten (10) days of the date of the decision, of the desire to enter the evaluation process and/or rehabilitation program.

C. Limits on Benefits Accrual

While undergoing treatment, the employee shall not receive any of the benefits provided by this Agreement thereto except continued accrual of seniority.

D. Post Treatment/Return to Work Testing Required

Upon being reinstated, and after providing the negative drug test provided in Subpart B, of this Section, the employee will be subject to three (3) additional tests for drugs without prior notice. Two (2) of these tests will occur within the six (6) months of the employee's reinstatement and the third (3rd) test to occur within the six (6) to twelve (12) month period after the employee's return to employment. A positive test result as set forth in Section A 1.7 of this Appendix or a refusal to submit to testing shall result in discharge without the receipt of a prior warning letter.

Section A 1.11 Special Grievance Procedure

The Grievance Procedure set forth in Parties' Collective Bargaining Agreement shall be used for alcohol/drug related disputes.

Section A 1.12 Paid-for Time

A. Training

Employees undergoing substance abuse training as required by the DOT will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.

B. Testing

Employees subject to testing and selected by the random selection process for urine drug testing shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

(1) Random Drug Tests

- a. for all time at the collection site.
- b. travel time.
 - i. for travel time one way if the collection site is reasonably en route between the employee's home and the public works garage, and the employee is going to or from work; or

ii. for travel time both ways between the public works garage and the collection site, only if the collection site is not reasonably en route between the employee's home and the public works garage.

c. When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, or 9.5 hours the employee is paid time and one-half for all time past the eight (8) hours or 9.5 hours.

d. The Employer will not require the city employee to go for urine drug testing before the city employee's shift, provided the collection site is open during or immediately following the employee's shift.

e. During an employee's shift, an employee will not be required to use his/her personal vehicle from the public works garage to and from the collection site to take a random drug test.

f. If a driving employee is called at home to take a random drug test at a time when the driving employee is not en route to or from work, the driver shall be paid, in addition to all time at the collection site, travel time both ways between the driver's home and the collection site with no minimum guarantee.

(2) Non-Suspicion-Based Post-Accident Testing

a. In the event of a non-suspicion-based post accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time [during the thirty-two (32) hour period], the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

b. When the Employer takes a driving employee out of service and directs the employee to be tested immediately, the Employer will make arrangements for the driving employee to return to his/her home or the public works garage in accordance with this Agreement.

PART II ALCOHOL TESTING

Section A 2.1 Employees Who Must be Tested

There shall be random; non-suspicion-based post-accident and probable suspicion alcohol testing of all employees subject to DOT-mandated alcohol testing. This includes all employees who, as a condition of their employment, are required to have a DOT physical, and are subject to testing for drugs under Part I, Section 2, of this Appendix.

Employees covered by this Collective Bargaining Agreement who are not subject to DOT-mandated alcohol testing are only subject to probable suspicion testing as provided in Part I, Section 1, of this Appendix.

Section A 2.2 Alcohol Testing Procedure

All alcohol testing under this Section will be conducted in accordance with applicable DOT/FHWA regulations. Breath samples will be collected by a Breath Alcohol Technician (BAT), who has successfully completed the necessary training course that is the equivalent of the DOT model course. The training shall be specific to the type of Evidential Breath Testing (EBT) device being used for testing. The Employer shall provide the employees with material containing the information required by Section 382.601 of the Federal Motor Carrier Safety Regulations.

A. Screening Test

The initial screening test uses an Evidential Breath Testing (EBT) device, unless other testing methodologies or devices are mandated or agreed upon, to determine levels of alcohol. The following initial cutoff levels shall be used when screening breath samples to determine whether they are negative or positive for alcohol

Breath Alcohol Levels:

Less than 0.02% BAC - Negative

0.02% BAC and above - Positive (Requires Confirmation Test)

B. Confirmatory Test

All samples identified as positive on the initial screening test, indicating an alcohol concentration of 0.02% BAC or higher, shall be confirmed using an EBT device that is capable of providing a printed result in triplicate; is capable of assigning a unique sequential number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the devices the device's serial number and the time of the test, unless other testing methodologies or devices are mandated or mutually agreed upon.

A confirmation test must be performed a minimum of fifteen (15) minutes after the screening test, but not more than twenty (20) minutes after the screening test. The following cut off levels shall be used to confirm a positive test for alcohol

Breath Alcohol Levels:

Less than 0.02% BAC - Negative

0.02% BAC to 0.039% BAC - Positive*

0.04% BAC and above - Positive*

*Refer to Part II, Section 2.12, of this Appendix, for Discipline Based on a Positive Test

Section A 2.3 Notification

All employees subject to DOT-mandated random alcohol testing will be notified of testing by the Employer, in person or by direct phone contact.

Section A 2.4 Pre-Qualification Testing for Non-DOT Personnel

An employee who transfers from a non-DOT-covered position to a safety sensitive position, requiring DOT mandated alcohol testing, will be subject to an alcohol test as part of the pre-qualification conditions for filling such position. Employees will be advised in writing prior to transferring to a safety sensitive function as defined by DOT, that pre-qualification testing will be conducted to determine the presence of alcohol. Any employee testing positive below the state DWI/DUI limit in a pre-qualification alcohol test shall not be permitted to re-qualify for a period of one (1) year.

Section A 2.5 Random Testing

The method used to randomly select employees for alcohol testing shall be neutral scientifically valid and in compliance with DOT regulations.

The annual random testing rate for alcohol use shall be the rate established by the Administrator of the FHWA.

In the event of a grievance or litigation, the Employer shall, upon written request from the employee, release to the employee and the Union (in its capacity as representative of the grievant and as a decision maker in the grievance process), information required to be maintained under the DOT alcohol testing regulations and arising from the results of all alcohol test which is subject to release under the regulations.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure ensuring that all affected employees are treated fairly and equally.

Employees subject to random alcohol testing shall be tested within one (1) hour prior to starting the tour of duty, during the tour of duty, or immediately after completing the tour of duty.

Employees who are on long-term illness or injury leave of absence, disability or vacation shall not be subject to testing during the period of time they are away from work.

Section A 2.6 Non-Suspicion-Based Post-Accident Testing

Employees subject to non-suspicion-based post-accident alcohol testing shall be limited to those employees subject to DOT alcohol testing who are involved in an accident where there is:

- (i) a fatality, or,
- (ii) a citation under State or local law is issued to the driver for a moving traffic violation arising from the accident in which;
 - (a) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accidents or
 - (b) one or more motor vehicles incurring disabling damage as a result of the accidents requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

Alcohol testing will be required under the above conditions and employees are required to submit to such testing as soon as practicable Under no circumstances shall this type of testing be conducted after eight (8) hours from the time of the accident.

It shall be the responsibility of the driver to remain readily available for testing, after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the employee to not use alcohol for eight (8) hours or until a DOT post-accident alcohol test is performed, whichever occurs first. It is not the intention of this language to require the delay of necessary medical attention or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or necessary medical attention.

Prior to the effective date of the DOT alcohol testing regulations, the Employer agrees to give each employee subject to DOT non-suspicion-based post-accident testing written notification of the procedures required by the DOT regulations in the event of an accident as defined by the DOT.

Section A 2.7 Substance Abuse Professional (SAP)

A. The Substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist or social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

B. The Employer will provide the employee with a list of resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol as soon as practicable but no later than thirty-six (36) hours after the Employer's receipt of notice from the BAT, exclusive of holidays and weekends. The SAP will be the only person responsible for determining, during the evaluation process, whether an employee will be directed to a rehabilitation program and if so, for how long.

C. Follow-up and return-to-duty tests need not be confined to the substance involved in the violation. If the SAP determines that a driver needs assistance with an alcohol and drug abuse problem, the SAP may require drug tests to be performed along with any required alcohol follow-up and/or return-to-duty tests, if it has been determined that a driver has violated the drug testing prohibition.

D. Any cost of evaluation by the SAP and/or rehabilitation recommended by the SAP associated with the abuse of alcohol while performing or available to perform safety-sensitive functions under this Agreement, over and above that paid for by the applicable Health and Welfare Fund, must be borne by the employee. The Employer shall pay for pre-qualification alcohol testing for employees who transfer from a non-DOT-covered position to a safety-sensitive position requiring DOT-mandated alcohol testing provided the employee tests negative. The Employer will also pay for random non-suspicion-based post-accident and probable suspicion alcohol testing. Return-to-duty and follow-up alcohol testing that is prescribed by the SAP, will be paid for by the Employer, provided the employee tests negative.

Section A 2.8 Probable Suspicion Testing

Employees subject to DOT probable suspicion alcohol testing under this Appendix shall be tested in accordance with current, applicable DOT regulations.

For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

Probable suspicion is defined as an employee's specific observable appearance, behavior, speech or body odor that clearly indicates the need for probable suspicion alcohol testing.

In the event the Employer is unable to determine whether the abnormal behavior or appearance is due to alcohol or drugs, the Employer shall specify that the basis for any disciplinary action or testing is for "alcohol and/or drug intoxication" In such cases, the employee shall be tested in accordance with Part I, Section 1, of this Appendix and applicable DOT alcohol testing regulations.

In cases where an employee has specific, observable, abnormal indicators regarding appearance, behavior, speech or body odor, and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of alcohol the Employer may require the employee, in the presence of a union shop steward or other employee requested by the

employee under observation, to submit to a breath alcohol test. Suspicion is not probable and thus not a basis for testing if it is based solely on third party observation and reports.

The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. Upon request, a copy must be provided to the shop steward or other union official after the employee is discharged or suspended or taken out of service.

All supervisors and Employer representatives designated to determine whether probable suspicion exists to require an employee to undergo alcohol testing shall receive specific training on the physical, behavioral speech and performance indicators of how to detect probable suspicion alcohol misuse and use of controlled substances as required by DOT regulations.

In the event the Employer requires a probable suspicion test, the Employer shall provide transportation to and from the testing location.

Section A 2.9 Preparation for Testing

All alcohol testing shall be conducted in conformity with the DOT alcohol testing regulations. Any alleged abuse by the Employer, such as proven harassment of any employee or deliberate violation of the regulations or the contract shall be subject to the grievance procedure to provide a reasonable remedy for the alleged violation.

Upon arrival at the testing-site, an employee must provide the Breath Alcohol Technician (BAT) with proper identification. If requested, the employee will sign a consent form authorizing the BAT to collect a breath sample and release the result of the breath testing to his/her Employer, but shall not be required to waive any claim or cause of action under the law

A standard DOT approved alcohol testing form will be used by all testing facilities.

Section A 2.10 Specimen Testing Procedures

All procedures for alcohol testing will comply with Department of Transportation regulations.

No unauthorized personnel will be allowed in any area of the testing site. Only one alcohol testing procedure will be conducted by a BAT at the same time.

The employee will provide his or her breath sample in a location that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to ensure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily. Testing will be under the direct observation of a Breath Alcohol Technician (BAT). All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the Evidential Breath Testing device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample.

If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, as soon as practical an evaluation from a licensed physician selected by the Employer and the Local Union concerning the employee's medical ability to provide an adequate amount of breath. If the physician is unable to determine that a medical condition has, or with a high degree of probability could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and subject the employee to discharge.

Section A 2.11 Leave of Absence Prior to Testing

All employees shall be subject to only one (1) lifetime voluntary leave of absence prior to testing and post positive testing as provided in Section A 1.10 above, for the purpose of undergoing a program for alcohol or drug use. Such leave shall be granted for a period of no more than sixty (60) days, and shall not be extended, unless by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement or Supplements thereto, except the continued accrual of seniority. This provision does not alter or amend the disciplinary provision (Part II, Section A 2.12) of this Part, except as provided in Section A 1.10 above..

Before returning to work the employee must have completed any recommended treatment and taken a return to duty test, with a result of less than 0.02% BAC, and further be subject to six (6) unannounced follow-up alcohol tests in the first twelve (12) months following the employee's return to duty.

Section A 2.12 Disciplinary Action Based on Positive Test Results

A. First Positive Test

0.02% BAC - 0.039% BAC

Out of service for 24 hours
0.04% BAC - Less than State DWI/DUI Limit

Out of Service for the length of time determined by the SAP with a minimum of twenty-four (24) hours
State DWI/DUI Limit and Above
Subject to discharge

B. Second Positive Test

0.02% BAC - 0.039% BAC

Out of Service for a five (5) calendar day suspension 0.04%

BAC - Less than State DWI/DUI Limit

Out of Service for the length of time determined by the SAP with a minimum of a twenty (20) calendar day suspension State

DWI/DUI Limit and

Above Subject to discharge

C. Third Positive Test

0.02%BAC-0.39%BAC

Out of Service for a fifteen (15) calendar day suspension 0.04%

BAC - Less than State DWI/DUI Limit

Out of Service for length of time determined by the SAP with a minimum of a thirty (30) calendar day suspension State

DWI/DUI Limit and Above

Subject to Discharge

D. Fourth Positive Test

0.02% BAC - 0.039% BAC

Subject to discharge 0.04% BAC - Less than

State DWI/DUI Limit

Subject to discharge

State DWI/DUI Limit and Above Subject to discharge

E. Non-Suspension Post-Accident Positive Test

An employee who is tested positive in a non-suspicion-based post-accident alcohol testing situation shall be subject to the following discipline for the positive alcohol test or the vehicular accident, whichever is greater:

First Non-Suspicion-Based Post Accident Positive Test - 0.02% BAC - 0.039% BAC - Thirty (30) calendar day suspension 0.04%

BAC and higher

Subject to discharge.

F. Employee Refusal to Test

An employee's refusal to submit to any alcohol test will subject the employee to discharge.

Section A 2.13 Returns to Duty After a Positive Alcohol Test

Before returning to work the employee must have completed any recommended treatment determined by the SAP and taken a return to duty alcohol test, with a result of less than 0.02% BAC, and further be subject to at least SIX (6) unannounced follow-up alcohol and/or drug tests as determined by the SAP.

Section A 2.14 Paid-for-Time - Testing

Employees subject to testing and selected by the random selection process for alcohol testing shall be compensated at the regular straight time hourly rate of pay provided that the test is negative:

A. Random Alcohol Tests

(1) Paid for all time at the collection site.

(2) Travel Time Payment

(i) for travel time one way if the collection site is reasonably en route between the employee's home and the public works garage and the employee is going to or from work or

(ii) for travel time both ways between the public works garage and the collection site, only if the collection site is not reasonably en route between the employee's home and the public works garage.

(3) Post Shift Payment

When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours or 9.5 hours, the employee is paid time and one-half for all time past the eight (8) hours or 9.5 hours.

(4) No Pre-Shift Testing

The Employer will not require an employee to go for alcohol testing before the employee's shift, provided the collection site is open during or immediately following the employee's shift.

(5) Use of Personal Vehicle Prohibited

During an employee's shift, an employee will not be required to use his/her personal vehicle from the public works garage to and from the collection site to take a random alcohol test.

B. Non-Suspicion-Based Post-Accident Testing

(1) Delayed Testing Payment

In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time (during the eight (8) hour period), the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

(2) Immediate Testing Payment

When the Employer takes a driver out of service and directs the employee to be tested immediately, the Employer will make arrangements for the driver to return to his/her home or to the public works garage in accordance with this Agreement.

Section A 2.15 Record Retention

The Employer shall maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur.

Each Employer or its agent is required to maintain the following records for two years:

- A. Records of the inspection and maintenance of each EBT used in employee testing.
- B. Documentation of the Employer's compliance with the Quality Assurance Program for each EBT it uses for alcohol testing; and
- C. Records of the training and proficiency testing of each BAT used in employee testing.

The Employer must maintain for five years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks.

Section A 2.16 Special Grievance Procedure

The Grievance Procedure set forth in Parties' Collective Bargaining Agreement shall be used for alcohol/drug related disputes.

Section A 2.17 Non-Driver Testing Exemptions

Non-DOT and/or non-driving employees who are otherwise covered by the terms of this Agreement, shall only be subjected to drug and/or alcohol testing as provided in Part III of this Appendix, and shall be expressly excluded for any random, routine or situational testing.

**PART III
NON-DOT/NON-DRIVING EMPLOYEE
DRUG/ALCOHOL TESTING**

Section A 3.1 Statement of Policy

It is the policy of the Village that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty.

Section A 3.2 Drug and Alcohol Testing Permitted

Where the Village has reasonable suspicion to believe that a "non-DOT/non-driving employee" (hereinafter in this Part III, referred to as "employee(s)") is under the influence of alcohol or drugs during the course of the work day, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least two (non-bargaining unit) supervisory personnel, must observe their reasonable suspicions concerning the affected employee prior to any direction to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees except random testing of an individual employee as authorized in Section 8 below.

Drugs means illegal drugs which include any substance which an individual may not sell, use, possess or distribute under the laws of the State of Illinois or the federal government. The drugs covered under this definition are:

Amphetamines	Methadone
Barbiturates	Methaqualone
Benzodiazepines	Opiates
Cannabinoids	Phencyclidine Propoxyphene
Cocaine	

Alcohol means beverages containing alcohol which, when consumed, can produce intoxication.

Possess means to have on one's person or personal effects.

Village property means any office, shop, parking lot or vehicle owned and operated by the Village.

Section A 3.4 Order to Submit to Testing

The Village will verbally provide the employee with the reasons for the suspicion prior to the order. The reasons will be reduced to writing within twenty-four (24) hours of the time the observations were made. A copy of this written observation shall be provided to the Union. Refusal to submit to such testing may subject employees to discipline up to and including discharge but

employees taking a test shall not be construed as having waived any objection or rights that they may have.

Section A 3.5 Tests to be Conducted

In conducting drug testing and/or alcohol testing authorized by this Agreement, the Village shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) collect split samples in such a manner as to preserve the individual employees right to privacy, insure a high degree of security for the sample and its freedom from adulteration; however, employees may nonetheless be witnessed by medical personnel at a hospital facility to ensure that the employee does not attempt to compromise the accuracy of the test sample;
- (d) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (e) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the tests and that the chain-of-custody for the transfer of such sample is confirmed by a neutral third party;
- (f) require that the laboratory or hospital facility report to the Village that a urine or blood sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The Village shall take no adverse employment action against an employee whose test results are negative;
- (g) In reporting a positive test result, the laboratory shall state the specific substances for which the test is positive and shall provide the quantitative results of the GC/MS confirmation test. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate. Should the results be reviewed by Medical Review Officers, they must be physicians trained in pharmacology.

For alcohol testing, the Village shall:

Regard test results showing an alcohol concentration as that currently established by the State of Illinois as being under the influence.

For drug testing the Village shall:

Regard as positive those tests based on the cut-off levels as those currently established by the United States Department of Health and Human Services.

The Village shall also provide each employee tested with a copy of all information and reports received by the Village in connection with testing and the results when the employee requests same. In addition, the Village shall insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result. Employees testing negative for drugs or alcohol shall be returned to work with no loss of pay, benefits or seniority.

Section A 3.6 Right to Contest

The Union and/or employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section A 3.7 Voluntary Requests for Assistance

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem, other than the Village may require reassignment of employees with pay if they are then unfit for duty in their current assignments. The Village shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any other manner adverse to the employee's interests, except reassignment as described above.

Section A 3.8 Discipline

In the first instance that employees test positive on both the initial and confirmatory test for any other drug other than supported prescribed drugs or are found to be under the influence of alcohol, they shall be subject to immediate discipline including either suspension, referral to the E. A.P. or discharge. Discipline may, in some instances, include a combination of the foregoing.

Discipline less than discharge (as provided for in Section A 1.10, "reinstatement on a one-time lifetime basis") is conditional upon:

- (a) the employee agreeing to appropriate treatment as determined by the physicians involved;
- (b) the employee discontinues the abuse of drugs or alcohol;
- (c) the employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to random testing during hours of work during the period of "aftercare" up to one (1) year's duration.

Employees are not allowed to voluntarily request the E.A.P. in lieu of discipline once tests have been ordered.

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second time for the presence of drugs or alcohol during the hours of work shall be subject to immediate discharge without appeal through the grievance procedure.

The foregoing shall not be construed as an obligation on the part of the village to retain an employee on active status through the period of rehabilitation if it is appropriately determined that the current use of alcohol or drugs prevents employees from performing their duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall use accumulated paid leave or take an unpaid leave-of-absence, pending treatment. The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section A 3.9 Costs

The Village shall pay the full cost of all testing.

Section A 3.10 Notification

Any Employee subject to drug/alcohol testing shall be given a copy of this policy prior to being tested. The Union shall be advised when an employee is to be tested for drugs or alcohol if feasible.

MEMORANDUM

TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood

FROM: Michael T. Jurusik

DATE: February 24, 2021

RE: Intergovernmental Grant Agreement with the Illinois Department of Commerce and Economic Opportunity ("DCEO") For Grant Award Not To Exceed \$382,375.00

Madison Street Water Main Improvements from 21st Avenue to 17th Avenue Project

Per the request of the Village Engineer, I have enclosed the following documents for your review, consideration and action at the March 2, 2021 Special Village Board Meeting:

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY ("DCEO") FOR GRANT AWARD NOT TO EXCEED \$382,375.00 FOR THE MADISON STREET WATER MAIN IMPROVEMENTS FROM 21ST AVENUE TO 17TH AVENUE PROJECT, AND AUTHORIZING CERTAIN EXPENDITURES OF VILLAGE GENERAL FUNDS, GRANT FUNDS AND MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE ELIGIBLE PROJECT IMPROVEMENTS WITHIN THE TIF DISTRICT, INCLUDING VILLAGE MATCHING FUND OBLIGATIONS

A copy of the Intergovernmental Grant Agreement ("IGA") is attached to the Resolution as Exhibit "A". The Madison Street Water Main Improvements from 21st Avenue to 17th Avenue Project (the "Project") is described at Page 26 of the IGA and is set forth below:

"[P]roject, located in a federal certified Opportunity Zone, will include a portion of the costs associated with the reconstruction of a water main along the east-west roadway known as Madison Street. The construction will run along Madison Street from 21st Street on the west to the easternmost portion of 17th Street. The previous six-inch water main, which is in poor condition and subject to frequent breaks, will be abandoned and a new water main will be installed. Grant funds will also include the purchase and installation of valves, fire hydrants, service connections and the associated streets, pavement, and sidewalks will be torn up and replaced to restore the aesthetics of the street. Grant funds will also include the installation of isolation valves and an improved water main configuration at 7th and 8th Avenues."

Per Page 27 of the IGA, the Grant requires a 50% matching contribution by the Village relative to this Project. The Grant funds can be used to pay for 50% of the Project construction costs and 50% of the professional services work, which includes the necessary design engineering services and construction management services for the Project. The total estimated cost of the professional services

is \$99,750.00. The Village's match can be paid from the Madison Street / 5th Avenue TIF District Fund or General Funds. The estimated Project costs and matching funds allocation is set forth below:

Chart of Estimated Project Costs	DCEO FUNDS	MATCHING FUNDS	TOTAL
Capital Infrastructure: Construction	\$ 332,500	\$ 332,500	\$665,000
Professional Services	\$ 49,875	\$ 49,875	\$ 99,750
Total	\$ 382,375	\$ 382,375	\$764,750

If the IGA is approved, then, at the March 16, 2021 Special Village Board Meeting, the Village Engineer will present for Village Board approval a professional engineering services agreement related to the performance of the design engineering services and construction management services for the Project.

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.)
- Lanya Satchell, Finance Director (w/ encls.)
- Steve Kuptz, Treasurer (w/ encls.)
- Mark Lucas and Bill Peterhansen, Village Engineers (w/ encls.)
- Michael A. Marrs, KTJ (w/ encls.)

RESOLUTION NO. R-2021- _____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (“DCEO”) FOR GRANT AWARD NOT TO EXCEED \$382,375.00 FOR THE MADISON STREET WATER MAIN IMPROVEMENTS FROM 21ST AVENUE TO 17TH AVENUE PROJECT AND AUTHORIZING CERTAIN EXPENDITURES OF VILLAGE GENERAL FUNDS, GRANT FUNDS AND MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE ELIGIBLE PROJECT IMPROVEMENTS WITHIN THE TIF DISTRICT, INCLUDING VILLAGE MATCHING FUND OBLIGATIONS

WHEREAS, the Illinois Department of Commerce and Economic Opportunity (“DCEO”) administers the award and distribution of certain Opportunity Zone grant funds, as part of the Rebuild Illinois Program, which are being made available for Fiscal Year 2021 (“2020 Opportunity Zone Grant” or “Grant”); and

WHEREAS, the Village of Maywood (“Village”) has been awarded a 2020 Opportunity Zone Grant for the following Grant-funded project, located in a federally certified Opportunity Zone, for the purpose of making certain water system infrastructure repairs intended to benefit residential domiciles and businesses within a commercial corridor to reduce the disruption of water service due to aging water line breakage:

“...portion of the costs associated with the reconstruction of a water main along the east-west roadway known as Madison Street. The construction will run along Madison Street from 21st Street on the west to the easternmost portion of 17th Street. The previous six-inch water main, which is in poor condition and subject to frequent breaks, will be abandoned and a new water main will be installed. Grant funds will also include the purchase and installation of valves, fire hydrants, service connections and the associated streets, pavement, and sidewalks will be torn up and replaced to restore the aesthetics of the street. Grant funds will also include the installation of isolation valves and an improved water main configuration at 7th and 8th Avenues.” (the “Madison Street Water Main Improvements From 21st Avenue To 17th Avenue Project” or “Project”); and

WHEREAS, the President and Board of Trustees of the Village (the “Village Board”) desire to authorize and approve the attached Intergovernmental Grant Agreement (“IGA”) with the DCEO to receive the Grant funds in an amount not to exceed \$382,375.00 for the Project, and further authorize certain expenditures of Village General Funds, Grant Funds and Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area Funds to pay for the eligible Project improvement costs within the TIF District, including any Village matching fund obligations. A copy of the IGA is attached hereto as **Exhibit “A”** and made a part hereof; and

WHEREAS, the Village Board, in an effort to revitalize the Village’s local economy and provide for the comprehensive and coordinated development of an underutilized and blighted area within the Village, has adopted a redevelopment plan and project, designated a redevelopment project area, and adopted the use of tax increment financing (“TIF”) in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the “Act”), for the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area (the “TIF Project Area”); and

WHEREAS, the Village Board has determined that, in order to encourage private investment and restore and enhance the tax base of the Village and affected taxing districts, certain blighting and adverse conditions within the TIF Project Area must be removed, certain infrastructure improvements must be made, and the TIF Project Area must be redeveloped. The removal of blight and adverse conditions, the completion of infrastructure improvements and the redevelopment of the TIF Project Area require the expenditure of redevelopment project costs as defined in the Act, as summarized in the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project and Plan (the "Plan") by the Village; and

WHEREAS, the Project improvements are located within the TIF Project Area, in whole or in part, and are eligible "redevelopment project costs", as defined under the TIF Act, and so the Village Board finds that it is advisable and necessary to approve the use of TIF Funds to pay for the Village's matching financial contribution obligations for the Project, consisting of payment of a portion of the construction of the Project improvements and payment of a portion of the Project-related professional fees (i.e., design engineering services and construction management services for the Project) that are not paid for by Grant funds as set forth below:

Chart of Estimated Project Costs	DCEO FUNDS	MATCHING FUNDS	TOTAL
Capital Infrastructure: Construction	\$ 332,500	\$ 332,500	\$665,000
Professional Services	\$ 49,875	\$ 49,875	\$ 99,750
Total	\$ 382,375	\$ 382,375	\$764,750

; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into the attached IGA pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and the applicable provisions of the TIF Act, the Illinois Municipal Code (65 ILCS 5/) and the Department of Commerce and Economic Opportunity Law (20 ILCS 605/605-55 and/or 20 ILCS 605/605-30), and find that entering into the attached IGA is in the best interests of the Village, its residents, business owners, property owners and the public.

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

SECTION 1: Recitals. The statements set forth in the preambles of this Resolution are found to be true and correct and are adopted as part of this Resolution.

SECTION 2: Approval of the DCEO IGA. The President and Board of Trustees of the Village of Maywood authorize the approval and execution of the INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY ("DCEO") AND THE VILLAGE OF MAYWOOD FOR GRANT AWARD NOT TO EXCEED \$382,375.00 FOR THE MADISON STREET WATER MAIN IMPROVEMENTS FROM 21ST AVENUE TO 17TH AVENUE PROJECT (the "IGA") (**Exhibit "A"**) and all other necessary documents required to be executed under the Rebuild Illinois Program and the 2020 Opportunity Zone Grant in order for the Village to be eligible to receive the Grant funds and to construct the Project, and further authorize the following actions:

- A. The Village President, the Village Clerk, the Village Manager, the Village Attorney and the Village Engineer, or their designees, are authorized to execute and submit the IGA and such other documents and supplemental materials as are necessary to comply with the terms and conditions of the 2020 Opportunity Zone Grant and the IGA.
- B. The Village Manager, the Village Attorney and the Village Engineer, or their designees, are authorized to communicate and meet with staff and consultants from the DCEO and to comply with the terms and conditions of the 2020 Opportunity Zone Grant and the IGA.

SECTION 3: Authorization of Expenditures. The expenditure of funds from the TIF Fund, the General Fund and/or any eligible Grant funds, including the 2020 Opportunity Zone Grant funds, are authorized up to the amounts set forth in the Chart of Estimated Project Costs located on Page 2 of this Resolution, or such additional amounts necessary to complete the Project, as subsequently approved or authorized by the Village Board.

SECTION 4: Direction to Act. In addition, the President and Board of Trustees of the Village of Maywood authorize and direct the Village President, the Village Manager, the Village Finance Director, the Village Treasurer, the Village Clerk, the Village Attorney and the Village Engineer, or their designees, to execute such instruments and other documents to make the approved expenditures and take such other necessary actions to comply with the authorization and direction set forth in this Resolution.

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

ADOPTED this ____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me as Village President, and attested to by the Village Clerk, on the ____ day of _____, 2021.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

Exhibit "A"

**INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN
THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY ("DCEO")
AND THE VILLAGE OF MAYWOOD
FOR GRANT AWARD NOT TO EXCEED \$382,375.00
FOR THE MADISON STREET WATER MAIN IMPROVEMENTS
FROM 21ST AVENUE TO 17TH AVENUE PROJECT**

(attached)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, the duly elected, qualified and acting Village Clerk of the Village of Maywood, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. R-2021- _____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT WITH ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY ("DCEO") FOR GRANT AWARD NOT TO EXCEED \$382,375.00 FOR THE MADISON STREET WATER MAIN IMPROVEMENTS FROM 21ST AVENUE TO 17TH AVENUE PROJECT AND AUTHORIZING CERTAIN EXPENDITURES OF VILLAGE GENERAL FUNDS, GRANT FUNDS AND MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE ELIGIBLE PROJECT IMPROVEMENTS WITHIN THE TIF DISTRICT, INCLUDING VILLAGE MATCHING FUND OBLIGATIONS

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

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ____ day of _____, 2021.

SEAL

By: _____
Viola Mims, Village Clerk

**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2021
Grantee:	Village of Maywood	DUNS Number:	74381526
NOFO Number:		Grant Number:	20-811010
CSFA Number:			
CSFA Description:			

Section A: State of Illinois Funds

	<u>Summary</u>	<u>Detail</u>
Revenues		
State of Illinois Grant Amount Requested	\$382,375.00	
Budget Expenditure Categories		
1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction	\$382,375.00	
1205 DESIGN/ENGINEERING		\$49,875.00
1219 PAVING/CONCRETE/MASONRY		\$82,500.00
1223 MECHANICAL SYSTEMS		\$250,000.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$382,375.00	\$382,375.00
17. Total Indirect Costs (200.414)		
Rate: <input type="text"/> %		
Base: <input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$382,375.00	\$382,375.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) Our Organizations currently has a Negotitated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.
- 4) For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - complies with other statutory policies.
- 5) No reimbursement of Indirect Cost is being requested.

Rate: %

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: To: Approving Federal or State Agency:
Indirect Cost Rate: % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: _____

Institution/Organization: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Date: _____

Date: _____

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
Village of Maywood

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and Village of Maywood (Grantee), with its principal office at 40 Madison Street, Maywood, IL 60153-2323, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 074381526 is Grantee's correct DUNS Number, that is Grantee's correct UEI, if applicable, that 366005990 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- Individual
Sole Proprietorship
Partnership
Corporation (includes Not For Profit)
Medical Corporation
X Governmental Unit
Estate or Trust
Pharmacy-Non Corporate
Pharmacy/Funeral Home/Cemetery Corp.
Tax Exempt
Limited Liability Company (select applicable tax classification)
P = partnership
C = corporation

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed \$382,375.00 of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic

Assistance (CFDA) Name is **N/A** and Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-2367. The State Award Identification Number is 2367-22863.

1.4. Term. This Agreement shall be effective on **02/01/2021** and shall expire on **01/31/2022**, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

VILLAGE OF MAYWOOD

By: _____
Signature of Erin B. Guthrie, Director

By: _____
Signature of Authorized Representative

Date: _____

By: _____
Signature of Designee

Printed Name: Edwenna Perkins

Printed Title: Mayor

Date: _____

Email: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Other Approver

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code Part 7000. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“GATU” means the Grant Accountability and Transparency Unit of GOMB.

“GOMB” means the Illinois Governor’s Office of Management and Budget.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the state of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Unique Entity Identifier” or “UEI” means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by

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Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended

before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal

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year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time,

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if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) **Formal agreements with independent contractors**, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the

debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in

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compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for

State of Illinois

any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

ARTICLE XV

AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(a) and 15.3(b)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
STRUCTURAL REORGANIZATION**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor

require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or

signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing essential public services to the residents of the Village of Maywood, in Cook County.

This Grant-funded project, located in a federal certified Opportunity Zone, will include a portion of the costs associated with the reconstruction of a water main along the east-west roadway known as Madison Street. The construction will run along Madison Street from 21st Street on the west to the easternmost portion of 17th Street. The previous six-inch water main, which is in poor condition and subject to frequent breaks, will be abandoned and a new water main will be installed. Grant funds will also include the purchase and installation of valves, fire hydrants, service connections and the associated streets, pavement, and sidewalks will be torn up and replaced to restore the aesthetics of the street. Grant funds will also include the installation of isolation valves and an improved water main configuration at 7th and 8th avenues.

Specifically, this Grant-funded project will include costs associated with the overall project as follows:

“Design/Engineering” - to include costs associated with bondable items such as: topographic surveys; plan design; contract and bid documentation; construction observation; documentation and measurement of quantities; and ancillary construction services.

“Paving/Concrete/Masonry” – to include costs associated with the replacement of bondable items such as concrete and asphalt for the restoration of sidewalks and pavement.

“Plumbing” – to include costs associated with bondable items such as a water main; valves; fire hydrants; ductile iron fittings; restrained joints; and associated appurtenances.

This Grant-funded project is necessary to due to the aged, poor condition of the six-inch mains, which were a source of frequent and costly breaks for the Village of Maywood. This Grant-funded project will benefit residential domiciles and businesses along this commercial corridor, which will see reduced disruptions to service. It will provide reliable delivery of water to residents and businesses in the area for years to come.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

- This grant opportunity requires at least 50% of total project costs to be matched by the grantee. These matching funds can come in the form of local municipal funds, federal funds, or private investment.

EXHIBIT C

PAYMENT

Grantee shall receive \$382,375.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Variable Advance/Remainder based on cash needs/reimbursement (25% Advance)

The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

Pre-Award Costs

Reimbursement of costs incurred prior to the start of the Award Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (**Exhibit A**), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (**Exhibit A**), any costs incurred prior to the Award Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the Project Description (**Exhibit A**) and Deliverables or Milestones (**Exhibit B**). Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address.

GRANTOR CONTACT

Name: Jason Anderson
Title: Grant Manager
Address: 500 E Monroe St
Springfield, IL 62701
Phone: 217-782-1852
TTY#: (800) 785-6055
Fax#: N/A
Email Address: jason.anderson@illinois.gov

GRANTEE CONTACT

Name: Edgar Lara
Title: Planning & Zoning Officer
Address: 40 Madison Street
Maywood, IL 60153-2323
Phone: 708-450-4893
TTY#: N/A
Fax#: N/A
Email Address: elara@maywood-il.org
Additional Information:

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee:
Authorized Designee Title:
Authorized Designee Phone:
Authorized Designee Email:

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee:
Authorized Designee Title:
Authorized Designee Phone:
Authorized Designee Email:

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Michael Bland
Email: michael.bland@illinois.gov
Phone: 217-782-9991
Fax#: N/A

Address: 500 E Monroe St
Springfield, IL 62701

EXHIBIT E

PERFORMANCE MEASURES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

EXHIBIT F

PERFORMANCE STANDARDS

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section: 06 - Audit (2 CFR 200.500)
Conditions: Requires desk review of the status of implementation of corrective actions;
Timeframe: When corrective action is complete.

ICQ Section: 08 - Property Standards (2 CFR 200.310 - 316)
Conditions: Requires additional prior approvals;
Timeframe: One year from the implementation of corrective action.

ICQ Section: 09 - Procurement Standards (2 CFR 200.317 - 326)
Conditions: Requires additional prior approvals;
Timeframe: One year from the implementation of corrective action.

ICQ Section: 11 - Fraud, Waste and Abuse
Conditions: Requires technical assistance including required training;
Timeframe: One year after implementation of corrective action.

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

**ARTICLE XXVII
AUTHORIZED SIGNATORY**

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or **Exhibit D**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit D**. Without such notice, Grantor will reject any materials signed or submitted on the Grantee’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit D**. If an Authorized Designee(s) appears on **Exhibit D**, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

**ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS**

28.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor’s Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor’s Communication With Those Charged With Governance).

**ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS**

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Article XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee’s response to the audit or inquiry. This confidentiality requirement shall not limit Grantee’s right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

**ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS**

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS**

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

**ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

32.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

33.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.7, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.7.

ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and E**).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the

sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Award or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXV
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

35.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

35.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

**ARTICLE XXXVI
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

36.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

**ARTICLE XXXVII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.6. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information.

Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award Activities, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) Protection of Personal Information. The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS**

38.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

38.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. **Compliance With Applicable Law.** The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. **Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies.** The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

39.4. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

**ARTICLE XL
REPORT DELIVERABLE SCHEDULE**

40.1. External Audit Reports. External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

April 2021

- Quarterly Periodic Financial Report (04/30/2021) - Covering Period of 02/01/2021 - 03/31/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2021) - Covering Period of 02/01/2021 - 03/31/2021; Send To: Grant Manager

July 2021

- Quarterly Periodic Financial Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager

November 2021

- Quarterly Periodic Financial Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager

January 2022

- Quarterly Periodic Financial Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager

March 2022

- Quarterly Periodic Financial Report (03/02/2022) - Covering Period of 01/01/2022 - 01/31/2022; Send To: Grant Manager

- Quarterly Periodic Performance Report (03/02/2022) - Covering Period of 01/01/2022 - 01/31/2022; Send To: Grant Manager
- End of grant Closeout Financial Report (03/17/2022) - Covering Period of 02/01/2021 - 01/31/2022; Send To: Grant Manager

March 2023

- End of grant Closeout Performance Report (03/17/2023) - Covering Period of 02/01/2021 - 01/31/2022; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor’s Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS**

41.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

41.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

41.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____ Illinois State Historic Preservation Office	_____	_____
_____ Illinois Dept. of Agriculture	_____	_____
_____ Illinois Dept. of Natural Resources	_____	_____
_____ Illinois Environmental Protection Agency	_____	_____

X NONE APPLICABLE

While any external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) External Sign-Off Provisions:

a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.

b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor’s obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.

c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor’s Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

41.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

41.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor’s website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

41.6. Compliance with Business Enterprise Program. Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

41.7 Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the “Act”), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no

more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

**ARTICLE XLII
BOND FUNDED GENERAL GRANT PROVISIONS**

42.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

AFRICAN AMERICAN HERITAGE TRAIL TOUR

REFLECTIONS OF THE PAST

10TH AVE TO 14TH AVE, MADJSON STREET TO ST. CHARLES ROAD
WHERE WE WERE PERMJTTED TO LIVE FROM 1887 TO APPROX 1960



VILLAGE OF MAYWOOD 2020 HISTORIC LANDMARK AND STREET DESIGNATION CRITERON

THE WEST TOWN MUSEUM OF CULTURAL HISTORY HAS PARTNERED WITH THE VILLAGE OF MAYWOOD TO DEVELOP A REFLECTIONS OF THE PAST 3-TIER CRITERIA FOR HONORARY HISTORIC LANDMARK AND STREET NAMING DESIGNATION OF PAST AND PRESENT RESIDENTS WHO HAVE MADE SUSTAINABLE CONTRIBUTIONS AND ACCOMPLISHMENTS THAT HAVE HAD AN UNDENYABLE IMPACT TOWARD THE ENRICHMENT OF THE CITIZENS WITHIN THE VILLAGE OF MAYWOOD, PROVISIO TOWNSHIP, THE STATE OF ILLINOIS, OR THE NATION AND/OR THE INTERNATIONAL SPECTRUM.

AS A RESULT OF RICH OUR AFRICAN AMERICAN HERITAGE; WE SEE IT BEFITTING TO HONOR EXTRORDINARAY TRAILBLAIZERS IN THIS SPECIAL WAY. NOT ONLY TO HONOR THEIR CONTRIBUTIONS; BUT, TO LEAVE A LASTING TRIBUTE THAT OUR FUTURE YOUTH CAN ASPIRE TO FOR GENERATIONS TO COME.

OUR 3-TIER CATGORIES ARE AS FOLLOW:

TIER 1 - CONTRIBUTION WITH LOCAL IMPACT

To be eligible under this tier the individual nominee (living or deceased) must have made a life-time of contributions, achievements; and provided service to the community and the entire human family, in a manner that has made an unparalleled positive impact spanning multiple generations of residents and the overall scope of their contribution impacts the Village of Maywood and/or Proviso Township. In addition, the individual must have provided or have established a vehicle for sustainable community leadership and service for a period of 40 years.

TIER 2 -CONTRIBUTION WITH STATE IMPACT

To be eligible under this tier the individual nominee (living or deceased) must have made a life-time of contributions, achievements; and provided service to the community and the entire human family, in a manner that has made an unparalleled positive impact spanning multiple generations of residents and the overall scope of their contribution impacts not only Proviso Township but, the larger State of Illinois. In addition, the individual must have provided or have established a vehicle for sustainable community leadership and service for a period of 40 years.

TIER 3 - CONTRIBUTIONS WITH NATION AND/OR INTERNATIONAL IMPACT

To be eligible under this tier the individual nominee (living or deceased) must have made a life-time of contributions, achievements; and provided service to the community and the entire human family, in a manner that has made an unparalleled positive impact spanning multiple generations of residents. The overall scope of their contributions impacts not only the State of Illinois; but, have notably made inroads into the National and/or International spectrum. In addition, the individual must have provided or have established a vehicle for sustainable community leadership and service for a period of 40 years.

POTENTIAL CANDIDATES TO RECEIVE VILLAGE OF MAYWOOD HONORARY DESIGNATIONS MUST BE RECOMMENDED AND APPROVED BY AN OFFICIAL OF OPERATION UPLIFT INC'S WEST TOWN MUSEUM OF CULTURAL HISTORY PRIOR TO BEING PRESENTED TO THE MAYWOOD VILLAGE BOARD FOR FINAL APPROVAL.

THE VILLAGE OF MAYWOOD WILL HAVE THE FINAL DETERMINATION ON ALL DESIGNATIONS IN CONJUNCTION WITH THEIR MUNICIPAL POLICY AND DESIGNATION PROCESS.

DRAFT



**2020 REFLECTIONS OF THE PAST
HISTORIC LANDMARK AND STREET DESIGNATION RECOMMENDATION FORM
NOMINATION FORM**

Name of Nominee: _____

Current Address: _____

City, State, Zip Code: _____

Phone #: _____

E-Mail Address: _____

Current Occupation/Position: _____

Name of Company: _____

Address: _____

City, State, Zip Code: _____

Nominated By: _____

Address: _____

City, State, Zip Code: _____

Day Phone #: _____ Evening Phone #: _____

Please describe why you think this person should be considered for this honor:



**2020 REFLECTIONS OF THE PAST
HISTORIC LANDMARK AND STREET DESIGNATION RECOMMENDATION FORM
NOMINATION FORM**

Name of Nominee: _____

Current Address: _____

City, State, Zip Code: _____

Phone #: _____

E-Mail Address: _____

Current Occupation/Position: _____

Name of Company: _____

Address: _____

City, State, Zip Code: _____

Nominated By: _____

Address: _____

City, State, Zip Code: _____

Day Phone #: _____ Evening Phone #: _____

Please describe why you think this person should be considered for this honor:

Dear Mayor and Board of Trustees,

I am Byron current owner of GTO Truck Repair located at 1310 S. 4th Ave here in Maywood, IL. I would like to discuss the properties that surround my property. I have been in communication with your Community Development department about my proposal since **June 2020**. Since that time I have discussed at length my intent to extend my fence on land where the pin currently is shared in ownership by myself and the Village of Maywood. My request was to develop the following:

- 2 residential and 1 mixed use properties 1 commercial/residential being on the 5th Ave side and 2 residential on the 4th Ave side
- Extend and straighten my gate so that my trucks can stop doing 3 point turns on the street and have the space to do them inside my gate along with providing parking for my employees off the residential street.
- I also own the former grocery store on the 1300 blk of S. 5th Ave. My goal is to help the current Caribbean grocery store expand into a larger location where they would be a grocery store as well as restaurant with a drive thru.

It has been a very disappointing situation. After speaking with an elected official as well as the community development staff, I was under the impression the property purchase would be completed. It was extremely frustrating to see in the Village Free Press how the project I have been working on has been somehow awarded to another party without the board hearing my proposal. I am a current business owner in the community seeking to eliminate street nuisance on a residential block, construct new residential housing, provide a grocery shopping experience, as well as restaurant option. Why would this not be something brought to the board for discussion?

With this being said, I would like to present my proposal for consideration. I understand the way to have a proposal submitted is traditionally through the community development department, but clearly this option was ignored. I am offering to purchase the property for \$5K more than originally proposed (\$10K), I would like to also have all 3 areas I mentioned above considered as well.

BYRON MIRANDA.



VILLAGE OF MAYWOOD

Community Development Department
40 Madison Street
Maywood, IL 60153
(708)236-3171

SALES INITIATION FORM *for the purchase of Village-owned real estate property*

ALL SALES ARE SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES.
APPLICANT(S) MUST NOT HAVE ANY OUTSTANDING DEBTS WITH THE VILLAGE OF MAYWOOD.

Date: 9/8/2020

Name of Applicant: Byron Miranda

Organization (if applicable): _____

Address: 1206 S 4th av Maywood IL 60153

Telephone Number (daytime): 312-613-2057 email: mirandavidal1981@gmail.com

SALES PROGRAM: Tax Reactivation (Bundle # _____) ANLAP

Address of Village-owned property: _____

Permanent Index Number(s) (PIN): 1206 S 4th av Maywood IL 60153

Detailed description of the intended use for the property (RESPONSE REQUIRED):

Development project for family houses and
Commercial building on 5th av.

Received by: _____
Community Development Department

Date: _____

TERMS OF SALE

- Execution of a Redevelopment Agreement between the Village of Maywood and the purchaser for the use and improvement of the property.
- Approval by the Board of Trustees of the sale price and the formal Redevelopment Agreement for each parcel.
- If a zoning variance or special use permit is requested for the purchase of Village-owned real estate, the approval of the Village of Maywood Planning and Zoning Commission is required prior to submission for approval by the Board of Trustees.
- After the approval of all ANLAP or Tax Reactivation sales by the Village of Maywood Board of Trustees, the bidder will pay the full amount of the bid at the time of receipt of the Quit Claim Deed.
- Upon approval of the sale of all Village-owned Tax Reactivation properties by the Village of Maywood Board of Trustees, the bidder shall deposit \$500.00 with the Village of Maywood for the costs of processing the offer and sale. Such costs may include but are not limited to; preparation of the Board resolution for approval of the sale, the cost of the title commitment policy, survey of the property, the mailing of such notices as required under the Tax Reactivation Ordinance, the preparation of the Quit Claim Deed, and any filing or recording fees. The purchaser is responsible for all costs and fees incurred by the Village of Maywood, but not to exceed the sale amount.
- Submission of plans, application for building permits, payment of fees, and proof of financing for the project specified in the redevelopment agreement, must be submitted to the Village of Maywood Departments Code Enforcement and Planning within six (6) months of approval by the Board of Trustees. The balance of sales amount must be paid upon approval of the plans and issuance of the permits prior to issuance of the quit claim deed.
- Purchasers of ANLAP or Tax Reactivation properties will provide the Village of Maywood Community Development Department a certified copy of the Quit Claim Deed after recording the same with the Cook County Recorder of Deeds.
- Forfeiture of the deposit if the purchaser does not comply with the terms of the sale.
- Compliance with, and acceptance of, the Restrictive Covenants as specified in the Tax Reactivation Ordinance or as otherwise may be imposed by the Village of Maywood:
 1. Provide that the parcel is being conveyed in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on, or beneath the property.
 2. ANLAP properties cannot be sold unless the sale is made with the adjoining property.
 3. Require that the parcel is to be developed and maintained as set forth in the Redevelopment Agreement.
 4. Tax Reactivation properties cannot be resold by the purchaser unless the properties have been improved in accordance with the Redevelopment Agreement.
 5. The Restrictive Covenant shall run with the land and shall be in full force and effect for a period of fifteen (15) years from the date of conveyance or the term provided for in any public financing document, unless otherwise approved by resolution of the Village of Maywood Board of Trustees.
 6. The Village Board of Trustees may require other covenants that are deemed to be in the best interest of the public.

Bid Summary Sheet

Property Address: 1206 S 4th av Maywood FL 60183

Permanent Index Number(s)/PIN: 1514120150000 Bundle #: _____

<u>Name of Bidder</u>	<u>Title of Bidder</u>
<u>Byron Miranda</u>	<u>(owner)</u>
_____	_____
_____	_____
_____	_____
_____	_____

Type of Bidder (Check Only One) ** (All applicants must include a Real Estate Sales Profile form.)

- Individual
- _____ Partnership: _____
- _____ Corporation: _____
- _____ Agent: _____
- _____ Trustee: Trust # _____ Bank: _____
- _____ Joint Venture: _____
- _____ Non-Profit Organization: _____
- _____ Other: _____

Amount of Bid: \$ 10,000.00

To be completed by the Community Development Department

Approval of Board of Trustees: _____ Yes _____ No

Date of Board Decision: _____

Deposit received: Date: _____ Amount: _____

Attach Receipt

Plans Submitted: _____ Yes _____ No Date: _____

Application for Permits: Date _____

Date of Sale: _____ Recorder of Deeds Doc. #: _____

United Survey Service LLC

7710 Central Ave.
River Forest, IL 60305

(847) 299-1010 Phone (847) 299-5887 Fax
usurvey@usandcs.com
www.usandcs.com

Invoice

Property Surveys Topographic Survey Construction Layout

Bill To

GTO Trucking & Repair
Attn. Byron Miranda
1310 S 4th Ave
Maywood, IL 60153

Ship To

Due Date 11/7/2020

Date 9/26/2020

Invoice No. 20-27826

Phone 312.613.2057

Mobile

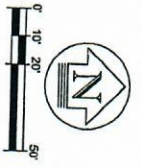
E-mail jbtruckservices20@gmail.com

Description	Amount
Boundary Survey AT 1310 S. 4th Avenue, Maywood 1247 S. 5th Avenue, Maywood	3,700.00

Regardless of any claim for reimbursement from a third party, the person or entity that placed the order for which this invoice is submitted is obligated for its payment. All accounts over thirty (30) day shall be subject to a service charge of 1 ½ per month for all unpaid amounts and all collection costs, which may include but are not limited to reasonable attorney fees. Thank you for your business.

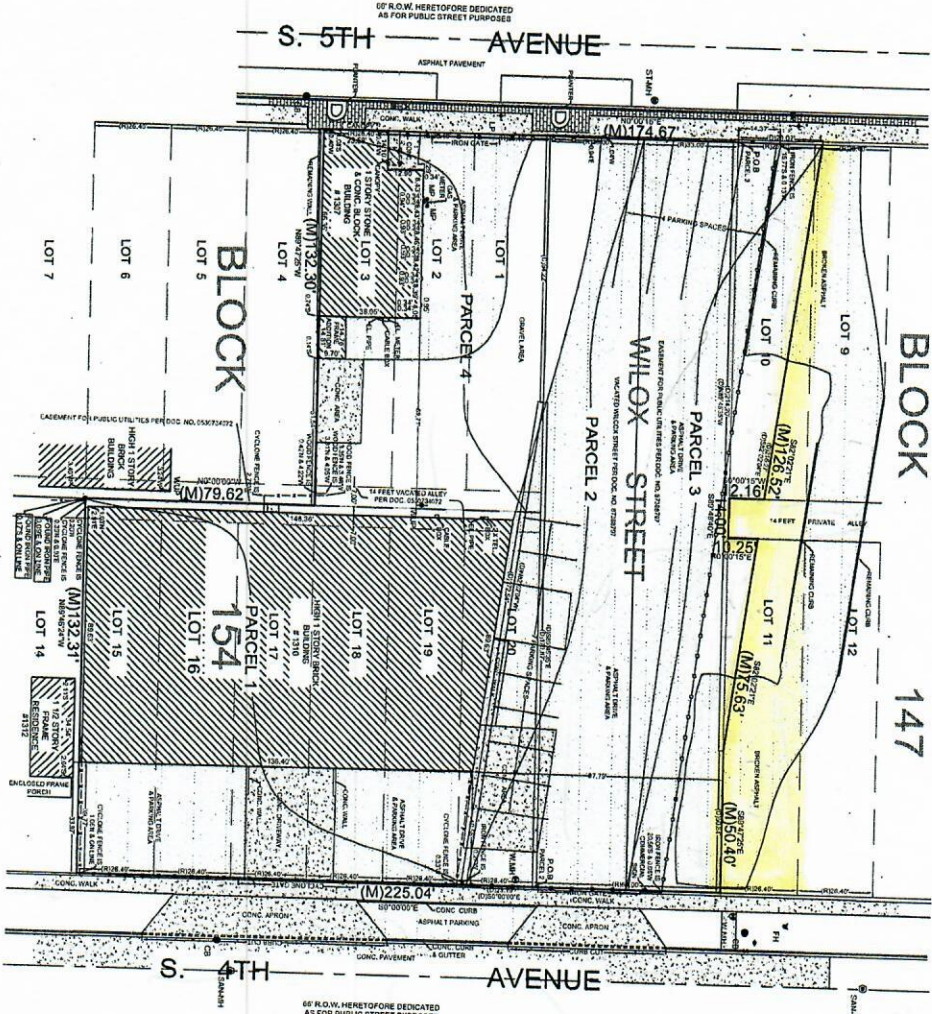
Total

\$3,700.00



LEGEND	ABBREVIATIONS
1	CONCRETE
2	ASPHALT
3	GRAVEL
4	WOOD/PLY
5	BRICK
6	CLAY TILE
7	GLASS
8	STEEL
9	WOOD
10	CONCRETE
11	ASPHALT
12	GRAVEL
13	WOOD/PLY
14	BRICK
15	CLAY TILE
16	GLASS
17	STEEL
18	WOOD
19	CONCRETE
20	ASPHALT
21	GRAVEL
22	WOOD/PLY
23	BRICK
24	CLAY TILE
25	GLASS
26	STEEL
27	WOOD
28	CONCRETE
29	ASPHALT
30	GRAVEL
31	WOOD/PLY
32	BRICK
33	CLAY TILE
34	GLASS
35	STEEL
36	WOOD
37	CONCRETE
38	ASPHALT
39	GRAVEL
40	WOOD/PLY
41	BRICK
42	CLAY TILE
43	GLASS
44	STEEL
45	WOOD
46	CONCRETE
47	ASPHALT
48	GRAVEL
49	WOOD/PLY
50	BRICK

PROJECT NO.	27826
DATE	SEPTEMBER 26, 2020
SCALE	1" = 20'
PROJECT	GTO TRUCKING & REPAIR
FILE NO.	
DATE	
REVISION	



UNITED SURVEY SERVICE, LLC
 7710 CENTRAL AVENUE, SUITE 200, COOK COUNTY, ILLINOIS
 TEL: (847) 593-1010 FAX: (847) 296-5889
PLAT OF SURVEY
 OF

PARCEL 1: LOT 11, 12, 13, 14, 15, AND THAT PART OF LOT 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, AND THAT PART OF LOT 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

PARCEL 2: LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



STATE OF ILLINOIS)
 COUNTY OF COOK)
 I, **ROY G. LANGRISH, JR.**, Surveyor General, do hereby certify that I have surveyed the above described property and that the plat hereon shown is a correct representation of the same.
 WITNESSED MY HAND AND SEAL OF OFFICE THIS 26TH DAY OF SEPTEMBER, 2020.
 ROY G. LANGRISH, JR., SURVEYOR GENERAL
 BY: *[Signature]*
 ROY G. LANGRISH, JR., REGISTERED LAND SURVEYOR NO. 35,286
 PROFESSIONAL DESIGNER LICENSE NO. 184,650
 LICENSE EXPIRES: APRIL 30, 2021

2/22/2021

Proposed Building Plan:

LOT 9:

-Commercial building space. Top floor of building will be a residential area. There will be a small parking lot also for customers to park.

LOT 10:

-Mostly a green space. Just trees and shrubbery. Will have a small parking space.

LOT 11:

-Will be a small parking lot for employee parking. No building structures.

LOT 12 & LOT 13

-These lots will be used for family homes. Residential spaces no commercial buildings.

Pay for all Lots in the amount of \$10,000.00.

VILLAGE OF MAYWOOD

Community Development Department
40 Madison Street
Maywood, IL 60153
(708)450-6351

SALES INITIATION FORM *for the purchase of Village-owned real estate property*

ALL SALES ARE SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES.
APPLICANT(S) MUST NOT HAVE ANY OUTSTANDING DEBTS WITH THE VILLAGE OF
MAYWOOD, COUNTY, AND STATE.

Date: 7/15/2020

Name of Applicant: Byron Miranda

Organization (if applicable): _____

Address: 1310 S. 4th Ave
Maywood, IL 60153

Telephone Number (daytime): (312) 613-2057 email: _____

SALES PROGRAM: Tax Reactivation ANLAP

Address of Village-owned property: 1309 S 5th Ave Maywood IL 60153

Permanent Index Number(s) (PIN): 15-14-128-002-0000

Detailed description of the intended use for the property (RESPONSE REQUIRED):

Received by: _____
Community Development Department

Date: _____

OFFER TO PURCHASE REAL ESTATE

Sales Program: Tax Reactivation ANLAP

Property Address: 1309 S 5th av

Permanent Index Number(s)/PIN(s): 15-14-128-002-0000

Name(s) of Bidder(s): Byron Miranda

Address: 880 W Grant Dr.

Des Plaines
Town

IL.
State

Apt./Unit #

60016
Zip Code

Phone: 312-613-2057
Home

GTO TRUCK REPAIR (Maywood etc)
Business

REDEVELOPMENT PROPOSAL

Proposed use: Grocery store with a Drive Thru to sell food to 60 Bussinas name is already existing store under the name of Kingston Market.

Zoning: _____ Zoning Variance/Special Use Permit Request: Yes No

Purchase Offer Amount: \$ 2500.00

NON-DISCRIMINATION STATEMENT

The Village, in the administration of the Tax Reactivation and ANLAP Programs for the sale of Village-owned real estate property, will not discriminate against any applicant because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap, military status, or an unfavorable discharge from military service.

The Village of Maywood reserves the right to reject any and all applications and may negotiate the terms of sale for any proposal received for the purchase of Village-owned real estate.

TERMS OF TAX REACTIVATION SALE

- Execution of a Redevelopment Agreement between the Village of Maywood and the purchaser for the use and improvement of the property. Please see attached.
- Approval by the Board of Trustees of the sale price and the formal Redevelopment Agreement for each parcel.
- If a zoning variance or special use permit is requested for the purchase of Village-owned real estate, the approval of the Village of Maywood Planning and Zoning Commission is required prior to submission for approval by the Board of Trustees.
- After the approval of all Tax Reactivation sales by the Village of Maywood Board of Trustees, the bidder will pay the full amount of the bid at the time of receipt of the Quit Claim Deed.
- Upon approval of the sale of all Village-owned Tax Reactivation properties by the Village of Maywood Board of Trustees, the bidder shall deposit \$4500.00 with the Village of Maywood for the costs of processing the offer and sale. Such costs may include but are not limited to; preparation of the Board resolution for approval of the sale, the cost of the title commitment policy, survey of the property, the mailing of such notices as required under the Tax Reactivation Ordinance, the preparation of the Quit Claim Deed, Cook County Plat of Consolidation, and any filing or recording fees. The purchaser is responsible for all costs and fees incurred by the Village of Maywood, but not to exceed the sale amount.
- Submission of plans, application for building permits, payment of fees, and proof of financing for the project specified in the redevelopment agreement, must be submitted to the Village of Maywood Community Development Department within six (6) months of approval by the Board of Trustees.
- Purchasers of Tax Reactivation properties will be responsible for the cost associated with cost of the Quit Claim Deed and recording the same with the Cook County Recorder of Deeds.
- Forfeiture of the deposit if the purchaser does not comply with the terms of the sale.
- Compliance with, and acceptance of, the Restrictive Covenants as specified in the Tax Reactivation Ordinance or as otherwise may be imposed by the Village of Maywood:
 1. Provide that the parcel is being conveyed in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on, or beneath the property.
 2. ANLAP properties cannot be sold unless the sale is made with the adjoining property.
 3. Require that the parcel is to be developed and maintained as set forth in the Redevelopment Agreement.
 4. Tax Reactivation properties cannot be resold by the purchaser unless the properties have been improved in accordance with the Redevelopment Agreement.
 5. The Restrictive Covenant shall run with the land and shall be in full force and effect for a period of fifteen (15) years from the date of conveyance or the term provided for in any public financing document, unless otherwise approved by resolution of the Village of Maywood Board of Trustees.
 6. The Village Board of Trustees may require other covenants that are deemed to be in the best interest of the public.

REFERENCES

All Sales Applications **must include** a narrative description of the development experience of the Bidder. The description must include the number and location of the units completed, the types of projects (residential, commercial, new construction, rehabilitation, single family, multi-units), the date constructed, and the average sale price. In addition to the project description, the Bidder **must include** the name and contact phone number of the municipal code official where the project was completed. The Bidder **must include** a letter of reference or credit from a representative of one or more financial institutions that participated in funding the project(s).

DISCLOSURE OF INTEREST IN VILLAGE BUSINESS

1. Does any official or employee of the Village of Maywood have a financial interest in his/her own name or in the name of any other person in the purchase of this Village-owned real estate?
_____ Yes _____ No

Note: If you answered "No" to Item 1, you are not required to answer Item 2. Instead, proceed to Item 3.

2. If you answered "Yes" to Item 1, provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
<hr/>		
<hr/>		
<hr/>		

3. The Undersigned further certifies that no prohibited financial interest in the sale of this real estate will be acquired by any Village official or employee.

If selected as the successful Bidder, TITLE is to be conveyed by Quit Claim Deed by the Village of Maywood in the Name and to the Address of the Party listed as follows:

Name: Byron Miranda
(Please print/type carefully.)

Address: 880 W Grant Dr.
Des Plaines IL 60016

Signature of Bidder or Official of Bidder: *Byron*

Date: 7/15/2020

Bid Summary Sheet

Property Address: 1309 S 5th av. Maywood Il. 60153

Permanent Index Number(s)/PIN: 15-14-128-002-0000 Bundle #: _____

<u>Name of Bidder</u>	<u>Title of Bidder</u>
<u>Byron Miranda.</u>	<u>(owner)</u>
_____	_____
_____	_____
_____	_____
_____	_____

Type of Bidder (Check Only One) ** (All applicants must include a Real Estate Sales Profile form.)

- Individual
- Partnership: _____
- Corporation: _____
- Agent: _____
- Trustee: Trust # _____ Bank: _____
- Joint Venture: _____
- Non-Profit Organization: _____
- Other: own finance.

Amount of Bid: \$ 2500.00

To be completed by the Community Development Department

Approval of Board of Trustees: _____ Yes _____ No

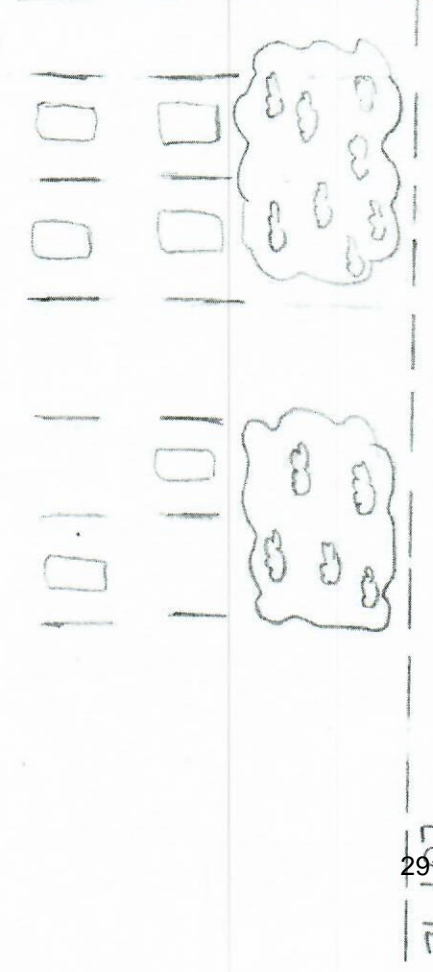
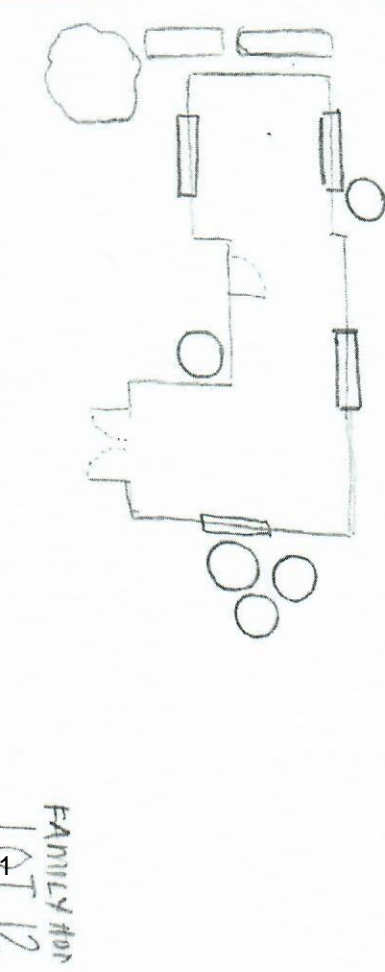
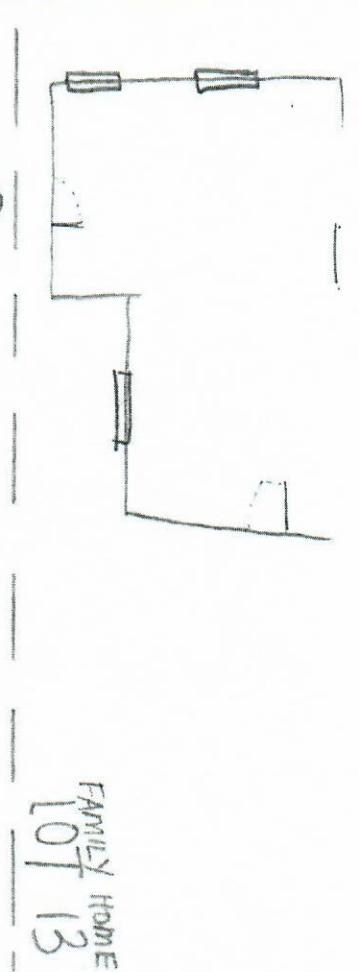
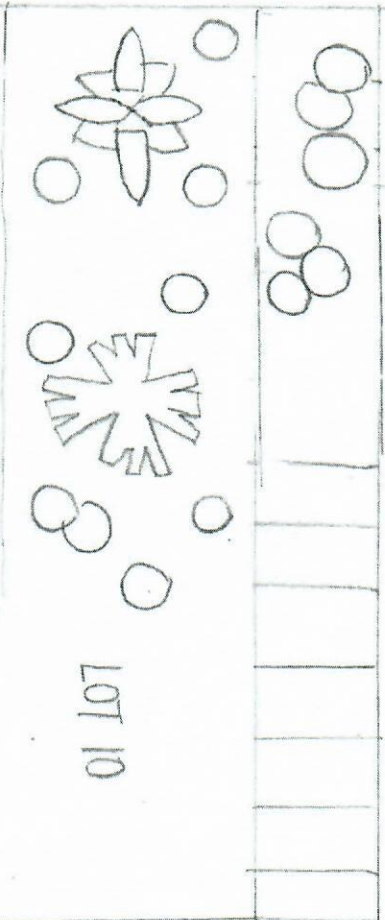
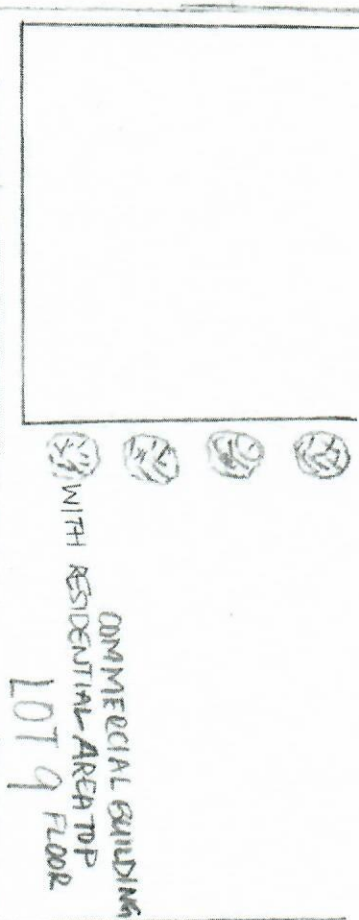
Date of Board Decision: _____

Deposit received: Date: _____ Amount: _____
Attach Receipt

Plans Submitted: _____ Yes _____ No Date: _____

Application for Permits: Date _____

Date of Sale: _____ Recorder of Deeds Doc. #: _____



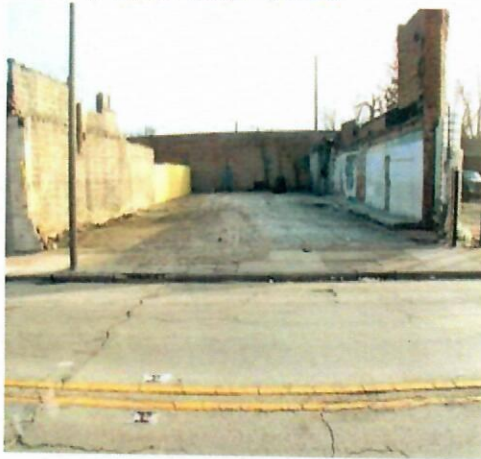






Property Characteristics for PIN:

15-14-128-002-0000



PROPERTY ADDRESS

1309 S 5TH AVE
 MAYWOOD
 60153
 Township: PROVISO

MAILING ADDRESS

PROPERTY CHARACTERISTICS

CURRENT INFORMATION

Tax Year 2019 Assessed Value:

Most Recent Assessment Information: 0
 (2019 Board Final)

Estimated Property Value:

Lot Size (SqFt): 0

Building (SqFt):

Property Class: 0-00

Tax Rate : 0.000

Tax Code : 31196

COPY

TAX BILLED AMOUNTS & TAX HISTORY

2019: \$0.00 Exempt PIN
 2018: \$0.00 Exempt PIN
 2017: \$0.00 Exempt PIN
 2016: \$0.00 Exempt PIN
 2015: \$0.00 Exempt PIN

*(1st Install Only)

EXEMPTIONS

2019: 0 Exemptions Received
 2018: 0 Exemptions Received
 2017: 0 Exemptions Received
 2016: 0 Exemptions Received
 2015: 0 Exemptions Received

APPEALS

2019: Not Available
 2018: Appeal Information
 2017: Appeal Information
 2016: Appeal Information
 2015: Appeal Information

REFUNDS AVAILABLE

No Refund Available

TAX SALE (DELINQUENCIES)

2019: Tax Sale Has Not Occurred
 2018: Tax Sale Has Not Occurred
 2017: No Tax Sale
 2016: No Tax Sale
 2015: No Tax Sale

DOCUMENTS, DEEDS & LIENS

0020120074 - DEED - 01/29/2002
 92456287 - RELEASE - 06/24/1992
 92040531 - TRUST DEED - 01/22/1992
 92040530 - MORTGAGE - 01/22/1992
 92040529 - TRUSTEES DEED - 01/22/1992

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

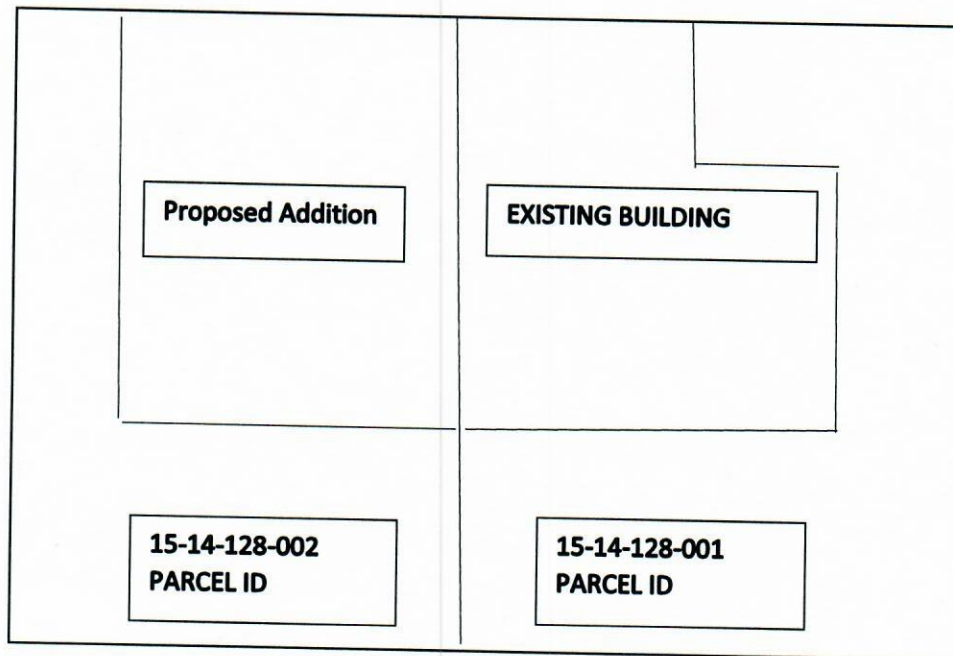
Note: This printout cannot be used as a tax bill.

10/23/2020

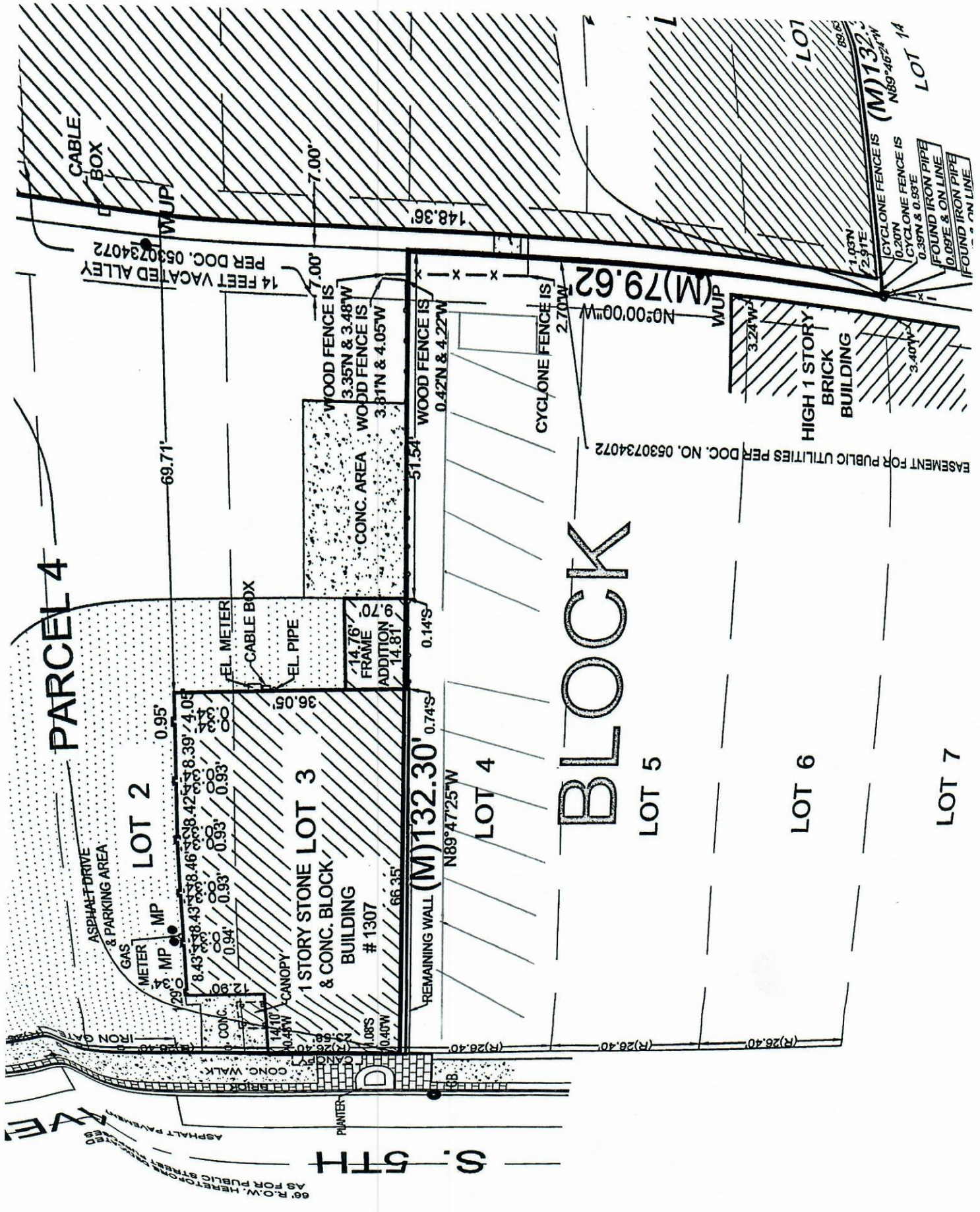
Proposed Building Plan:

We have an existing building on parcel 15-14-128-001 that we are going to develop into a grocery/restaurant space. We need the land on parcel 15-14-128-002 in order to provide the grocery store with parking space for customers.

Proposed Building Plan:



We have an existing building on parcel 15-14-128-001 that we want to expand and develop. We need the land on parcel 15-14-128-002 in order to do that. We are planning on expanding the existing building into a convenience store/restaurant.



PARCEL 4

BLOCK

LOT 2

**1 STORY STONE LOT 3
& CONC. BLOCK
BUILDING
1307**

LOT 4

LOT 5

LOT 6

LOT 7

14 FEET VACATED ALLEY
PER DOC. 0530734072

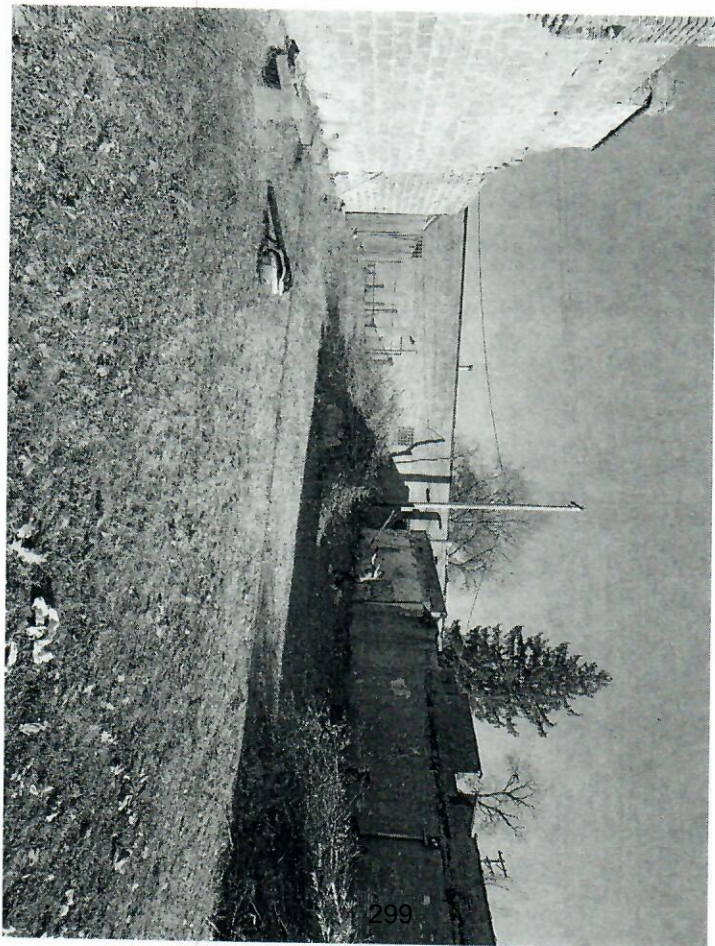
EASEMENT FOR PUBLIC UTILITIES PER DOC. NO. 0530734072

**HIGH 1 STORY
BRICK
BUILDING**

LOT 14

(M) 132
CYCLONE FENCE IS
N89°46'24"W
1.03N
72.91E
CYCLONE FENCE IS
N89°46'24"W
0.20N
CYCLONE FENCE IS
0.39N & 0.93E
FOUND IRON PIPE
0.09E & ON LINE
FOUND IRON PIPE
ON LINE





Kingston Market BUSINESS PLAN

Prepared by:

Mark Phillips, Askale Facey Phillips, Brian Phillips and Michael Phillips

1401 S 5th Ave
Maywood, Illinois 60153
7086397273
kingstonmarket1401@gmail.com

I. EXECUTIVE SUMMARY

Kingston Market (referred to from hereon in as the "Company") was established as a Limited Liability Company at 1401 S 5th Ave, Maywood, Illinois 60153 with the expectation of rapid expansion in the groceries industry.

Business Description

The Company was formed on 01/29/2019 as Limited Liability Company under Illinois state laws and headed by Mark Phillips, Askale Facey Phillips, Brian Phillips and Michael Phillips.

The Phillips Brothers started as entrepreneurs selling general merchandise in flea markets throughout the Chicagoland area. Their parents immigrated to the United States from Jamaica and the Philippines in the 1970's. Mark Phillips the original founder of Kingston Market graduated from DePaul University in 2011 with a Commerce Degree in General Business Management. He has since managed multiple successful real estate development projects. He has been employed with Cook County Department of Revenue for 9 years with the title of Supervisor of Investigations. He is in charge of a team consisting of Investigators that conduct retail business inspections throughout Cook County regarding compliance with Cook County Home Rule Taxes. He is also in charge of the daily operations of Kingston Market.

Kingston Market has expanded its product selection by 100% since its grand opening due to the overwhelming support from the community. .

The Company currently employs 0 full-time employees and 2 part-time employees.

Business Mission

Kingston Market is a family owned grocery store that aims to bring authentic Caribbean and African flavors to every community by offering a variety of exotic products, fresh produce and freshly made juices & smoothies at an affordable price.

New Service

The Company is prepared to introduce the following service to the market:

Groceries & Hot Food: Kingston Market is currently looking for a larger location to continue their expansion and offer a larger variety of fresh produce, freshly made juices and a Jamaican inspired take-out restaurant to the community all under one roof.

III. MARKETING SUMMARY

Target Markets

The Company's major target markets are as follows:

Our target market is residents in the community seeking healthy and affordable alternatives to what is currently available at grocery stores in Maywood and the surrounding areas. We also target the Caribbean and African communities through Chicagoland who have very limited options when seeking for their indigenous food and ingredients in other grocery stores.

The estimated number of potential clients within the Company's geographic scope is 29.

Services

First-rate service is intended to be the focus of the Company and a cornerstone of the brand's success. All clients will receive conscientious, one-on-one, timely service in all capacities, be they transactions, conflicts or complaints. This is expected to create a loyal brand following and return business.

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IV. FINANCIAL PLAN

12-Month Profit and Loss Projection

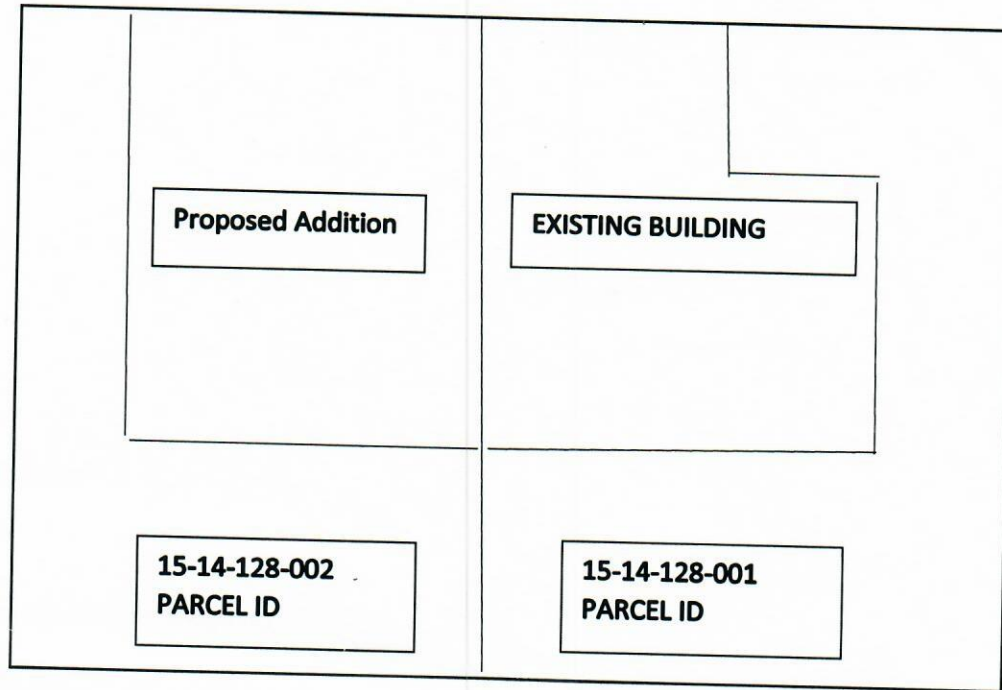
Monthly expense for salaries and overhead (projected):	\$6,000.00
Revenue and sales for upcoming year of business (projected):	\$400,000.00
Gross profit for upcoming year of business (projected):	\$150,000.00

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Proposed Building Plan:



We have an existing building on parcel 15-14-128-001 that we want to expand and develop. We need the land on parcel 15-14-128-002 in order to do that. We are planning on expanding the existing building into a convenience store/restaurant.



Byron Miranda <jbtruckservices20@gmail.com>

Proposed Building Plan

1 message

Byron Miranda <jbtruckservices20@gmail.com>

To: ASMITH@maywood-il.org

Thu, Aug 13, 2020 at 3:45 PM

Hi,

Please see attached for the proposed plan. Thank you.

Sincerely,

--

Byron Miranda

J & B Truck Repair Inc

1310 S 4th Ave

Maywood, IL 60153

(312) 613-2057

308

 **Proposed Building Plan.pdf**
89K



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

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

mtjurusik@ktjlaw.com
DD 312-984-6432

www.ktjlaw.com

MEMORANDUM

TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: February 24, 2021
**RE: The 2021 Community Development Block Grant Program Year ("CDBG Program") --
CDBG Application for the 21st Avenue from Van Buren Street to Harrison Street
Roadway Improvements Project**

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

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AND THE FILING OF AN APPLICATION BY THE VILLAGE OF MAYWOOD FOR A PROJECT TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE 2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR
(Project: 21st Avenue from Van Buren Street to Harrison Street Roadway Improvements)

The enclosed Resolution approves and authorizes the Village to file an application with Cook County for an allocation of funds during the 2021 Program Year under the Community Development Block Grant Program ("CDBG Program") to complete the 21st Avenue from Van Buren Street to Harrison Street Roadway Improvements Project ("Project"), which is described in the Village Engineer's Project Memorandum dated February 19, 2021. The Village Engineer's Project Memorandum sets forth the requested amount of CDBG Program funds to complete the Project and the amount of needed matching funds and identifies the following funding sources to pay for the Project:

- Community Development Block Grant ("CDBG") 2021 Program Year
- General Corporate Funds of the Village (remainder of the Project costs), which includes 21st Avenue from Van Buren Street to Harrison Street, and consists of six hundred (600) feet of roadway and sewer improvements. The Village is seeking \$309,000.00 of CDBG Funds and will match \$55,500 from the Village General Funds. The Total Estimated Project Cost is \$364,500.00.

The enclosed Authorizing Resolution is a required submittal to Cook County as part of the Village's CDBG Program Application.

If there are any questions, please contact me.

Mike

Enclosure

- cc: Viola Mims, Village Clerk (w/ encl.)
Willie Norfleet, Jr., Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
David Myers, Director of Community Development (w/ encl.)
John West, Public Works Director (w/ encl.)
Mark Lucas and Bill Peterhansen, Village Engineers (w/ encl.)

RESOLUTION NO. R-2021 - ____

**A RESOLUTION AUTHORIZING AND APPROVING
THE EXECUTION OF AND THE FILING OF AN APPLICATION
BY THE VILLAGE OF MAYWOOD FOR A PROJECT TO BE FUNDED
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR THE 2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR**

(Project: 21st Avenue from Van Buren Street to Harrison Street Roadway Improvements)

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board") desire to file an application to Cook County for an allocation of funds during the 2021 Program Year under the Community Development Block Grant Program ("CDBG Program") in order to complete a capital improvement within the Village of Maywood (the "Village"), described as follows: 21st Avenue from Van Buren Street to Harrison Street, and consists of the completion of six hundred (600) feet of roadway and sewer improvements. The specific improvements will include roadway improvements, complete removal and replacement of the concrete curb and gutter, sidewalks and driveways, replacement of Americans With Disabilities Act ("ADA") compliant roadway crossings, replacement of drainage structures and sewer laterals where repair is needed, combined sewer repairs by Cured in Place Lining method, the removal and excavation of the existing pavement, installation of 6" aggregate base course, 4" of full depth hot-mix asphalt binder course and 2" of hotmix asphalt surface course, thermoplastic pavement markings, and other ancillary items, landscaping restoration, and other appurtenant improvements (the "Project"); and

WHEREAS, the Project is an eligible capital improvement under the CDBG Program; and

WHEREAS, the Village Board has made a finding and determination that there is a need to complete the Project because the improvements within this area of the Village will provide a direct benefit to the residents and property owners so as to improve their housing conditions, living environment and safety, and to preserve the neighborhood; and

WHEREAS, the Village Board provides the following assurances and certifications with respect to the requested CDBG Program grant funding:

1. The Village Board possesses the legal authority to approve and accept the CDBG Program grant and to arrange for the completion of the Project.
2. The Village Board has duly adopted this Resolution, authorizing the filing of the application and supporting documents, including all understandings and assurances contained therein, and directing and authorizing the Village President, as the official representative of the grantee, to act in connection with the CDBG Program grant request and to provide such additional information as may be required by Cook County.
3. From time to time, the Village Board has held public hearings to obtain the views of citizens regarding the Village of Maywood's development and housing needs.

4. The request for CDBG Program funding, as contained in this Resolution, furthers the Village's operation of a program which addresses development issues to improve the Village, its housing, its infrastructure, its local tax base and the welfare of its residents.

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

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

SECTION 2: The Village Board authorizes the execution of and submittal of an application and supporting documents to request from the County of Cook, Illinois Community Development Block Grant Program ("CDBG Program") funds for the Program Year 2021 for the following Project:

- A. **Capital Improvements – Infrastructure:** \$309,000.00 of CDBG Program funds are requested for the 21st Avenue from Van Buren Street to Harrison Street Roadway Improvements Project to complete six hundred (600) feet of roadway and sewer improvements. The specific improvements will include roadway improvements, complete removal and replacement of the concrete curb and gutter, sidewalks and driveways, replacement of Americans With Disabilities Act ("ADA") compliant roadway crossings, replacement of drainage structures and sewer laterals where repair is needed, combined sewer repairs by Cured in Place Lining method, the removal and excavation of the existing pavement, installation of 6" aggregate base course, 4" of full depth hot-mix asphalt binder course and 2" of hotmix asphalt surface course, thermoplastic pavement markings, landscaping restoration, and other appurtenant improvements. Total estimated Project Cost: \$364,500.00; Village Matching Funds from Village General Funds: \$55,500.00.

The Project is more particularly described in the Village of Maywood CDBG Program Application for the Program Year 2021, which is incorporated herein by reference and made a part of this Resolution. A copy of the executed Application shall be retained on file in the Village Clerk's Office.

SECTION 3: The President and Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute and file the application and various forms contained therein, make all required submissions and do all things necessary to apply for the requested CDBG Program funds for the Project. The President and Board of Trustees authorize and direct the Village Manager, the Village Engineer and the Village Attorney, or their designees, to execute any documents relating to the application that require their signatures and to assist with the application process to the extent necessary.

SECTION 4: The Village President is authorized to certify to Cook County, or any other requesting federal, state or government agency with jurisdiction, that the Village's matching funds, which have been identified above in Section 2 and within the Application, will be made available upon the approval of the Project by the County of Cook, Illinois.

ADOPTED this 2nd day of March, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 2nd day of March, 2021, 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

(SEAL)

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, and is entitled:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND APPROVING
THE EXECUTION OF AND THE FILING OF AN APPLICATION
BY THE VILLAGE OF MAYWOOD FOR A PROJECT TO BE FUNDED
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR THE 2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR**

(Project: 21st Avenue from Van Buren Street to Harrison Street Roadway Improvements)

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 2nd day of March, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 2nd day of March, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 2nd day of March, 2021.

Viola Mims, Village Clerk

[SEAL]

K T JKLEIN, THORPE & JENKINS, LTD.
Attorneys at Law20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444
DD 312 984 6419
mamarrs@ktjlaw.com15010 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 A. Marrs
DATE: February 24, 2021
RE: Sale of Property/Redevelopment Agreement – 1002 S. 6th Avenue – Access Health and Housing, LLC

I have enclosed the following documents for your review, consideration and action at the March 2, 2021 Regular Village Board Meeting:

1. AN AGENDA FOR A TIF PUBLIC HEARING ON A PROPOSED REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND ACCESS HEALTH AND HOUSING, LLC
2. A NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND ACCESS HEALTH AND HOUSING, LLC
3. A Draft REDEVELOPMENT AGREEMENT between the Village of Maywood and Access Health and Housing, LLC

Access Health and Housing, LLC ("Access Health") has proposed to purchase real property at the southwest corner of 6th Avenue and Madison Street, commonly known as 1002 S. 6th Avenue (PINs: 15-14-102-009-0000 through 15-14-102-013-0000) (hereinafter the "Subject Property"), for a total purchase price of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Access Health proposes to redevelop the Property by construction of a mixed-use building with at least two (2) ground-floor commercial units on the corner of 6th Avenue and Madison Street and construction of two (2) multi-family residential housing buildings with four (4) units each on the lots to the south of the corner with a focus on veterans and residents with disabilities.

Because the Property lies within the Village's former Madison/Fifth Avenue Tax Increment Financing ("TIF") District, the Village must conduct a TIF public hearing to disclose the terms of the sale of the Subject Property and the terms contained in the draft Redevelopment Agreement ("RDA"), and to consider any alternative redevelopment proposals or bids that are received after public notice requesting submittal of such proposals or bids is given. Regardless of whether any alternative proposals or bids are submitted, the Village Board, in its discretion, may move forward with the proposed sale and redevelopment of the Subject Property immediately after the close of the TIF public hearing.

Summary of Significant Terms from the Redevelopment Agreement

Development Proposal: As noted above, Access Health proposes to improve the Property by constructing a mixed-use building with at least two (2) ground-floor commercial units on the southwest corner of 6th Avenue and Madison Street and constructing two (2) multi-family residential housing buildings with four (4) units each on the lots to the south of the corner with a focus on veterans and residents with disabilities. Collectively, all of the foregoing is the "Project."

Condition of the Property, Due Diligence and Construction Timelines (See RDA Sections III.9, 10, 11 and 14 (Pages 5-8), Section IV. II.1. (Pages 4-5) and Section IV.1. (Pages 9-10)): The following requirements for the Project are set forth in the RDA:

- The Developer has been conducting due diligence pursuant to a previously approved temporary access agreement with the Village. Despite the Village having received a No Further Remediation letter regarding the Subject Property in 2012, the Developer's environmental testing has revealed a need for further remediation that will be conducted after Closing. The Developer intends to conduct that remediation pursuant to an Illinois Environmental Protection Agency ("IEPA") remediation action plan shortly after Closing.
- Prior to Closing, the Developer must have met certain pre-conditions, including:
 - Receipt of all necessary zoning approvals (see RDA Section III.11.A. on pages 6-7).
 - Final plans submitted and approved by the Village Board (see RDA Section III.11.B. on page 7).
 - Providing to the Village proof of access to adequate, available funding to complete the Project (see RDA Section III.14. on page 8).
- After Closing, the Developer shall:
 - Submit a Project remediation action plan to the IEPA within thirty (30) days after Closing.
 - Initiate environmental remediation, if any, of the Subject Property within ninety (90) days of Closing, subject to IEPA approval of the Project remediation action plan.
 - Initiate construction within ninety (90) days following completion of the IEPA Project remediation action plan.
 - Complete construction of the Project on or before December 31, 2022 (see Section IV.1.).

Purchase Price (See RDA Section III.3., at Page 4): The proposed purchase price of the Property is \$100,000.

Initial Deposit (See RDA Section III.4., Page 4): The RDA requires an initial deposit by Access Health of \$10,000. That amount represents both a deposit towards the purchase price (earnest money), and a down payment on reimbursement to the Village for fees, costs and expenses incurred, or that will be incurred, as out-of-pocket costs by the Village in working on the RDA, and closing costs, such as title costs, survey, attorney fees, etc. To the extent incurred fees exceed the deposit amount, Access Health will be responsible for paying the remainder at Closing.

Property Taxes: Staff recently learned that the Developer, which is a 501(C)(3) not-for-profit organization, intends to seek to continue the tax exempt status of the Subject Property after Closing. This is being called to the Board's attention, as moving Village-owned properties back to the tax rolls is one of the traditional goals of sales of Village property. The Developer has pointed out that

redevelopment of currently vacant properties with new housing and commercial space provides benefits to the Village regardless of property taxes. Also, occupation of the commercial spaces by for-profit businesses would likely cause at least those spaces to become taxable once leased.

Condition of the Property (See RDA Section IV.2.A., Page 9): The Property is being conveyed in its "As-Is, Where-Is" condition.

Zoning Relief (See RDA Section III.11, Pages 6-7): Village staff and the Developer have identified the following anticipated requests for zoning relief relative to the Developer's proposed uses:

(1) 1002 S. 6th Ave (C-2) Lot 1 - Reciprocal access and use easements will be recorded to allow vehicular access to adjacent parking areas on Lots 2 and 3, as well as the shared use of a trash enclosure on Lots 2 and 3.

(2) 1002 S. 6th Ave (C-2) Lot 2 & Lot 3 – Rezoning/Zoning Map Amendment - Requesting rezoning anticipated Lots 2 and 3 from C-2 to R-4 Multi-Family Residential Zoning District to match the adjacent R-4 Multi-Family residential zoning in the area.

(3) Setback relief - Requesting front yard setback relief of 10'-0" to provide a buffer between the parking area and residential buildings at the backs of the property and a transition from the C-2 district to the adjacent R-4 District along South 6th Ave; 25'-0" is required per Table 7-2 of the Maywood Zoning Ordinance; 15'-0" has been provided.

In addition, one or more text amendments, special uses or other permissions may be required. Other zoning relief, if any, such as variations, that are required to construct and operate the Project, will be determined as the Developer's plans are more fully developed.

Commercial and Other Development Incentives: No commercial or development incentives have been requested by the Developer to date for inclusion in the RDA. Any requests for such incentives should be identified by the Developer at the public hearing or Board discussion for inclusion.

Reverter Clause (See RDA Section V.1.D., at Pages 14-15): The RDA provides for reconveyance of the Property to the Village in the event of a default by Access Health, including a failure to meet any of the deadlines set forth in the RDA (start of remediation work, start of construction, completion of the Project) following notice and an opportunity to cure.

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

Michael

Enclosures

cc: Viola Mims, Village Clerk (w/ encls.)
Willie Norfleet, Jr., Village Manager (w/ encls.)
David Myers, Director of Community Development (w/ encls.)
Angela Smith, Business Development Coordinator (w/ encls.)
Michael T. Jurusik, Village Attorney (w/ encls.)

**NOTICE OF PUBLIC HEARING
TO CONSIDER A REDEVELOPMENT AGREEMENT FOR THE
PURCHASE OF REAL PROPERTY AND CONSTRUCTION OF
A MIXED USE DEVELOPMENT TO BE LOCATED IN
THE MADISON STREET/FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT,
AND AN INVITATION TO SUBMIT ALTERNATIVE PROPOSALS, FOR THE DEVELOPMENT SITE
AT 1002 SOUTH 6TH AVENUE, MAYWOOD, ILLINOIS**

Notice is given that a public hearing will be held on **March 2, 2021, at 7:00 p.m.** in the Village of Maywood Council Chambers, 125 South Fifth Avenue, Second Floor, Maywood, Illinois (the "Public Hearing"), on a proposed Redevelopment Agreement relating to the purchase of real property and construction of a mixed-use development on real property located within the Madison Street/Fifth Avenue Tax Increment Financing District, pursuant to the provisions of the "Tax Increment Allocation Redevelopment Act," 65 ILCS 5/11-74.4-1 et seq., as amended (the "TIF Act"). The proposed purchaser is Access Health and Housing, LLC, and the proposed mixed use development consists of a building with at least two (2) ground-floor commercial units on the corner of 6th Avenue and Madison Street and construction of two (2) multi-family residential housing buildings with four (4) units each on the lots to the south of the corner, with a focus on veterans and residents with disabilities. Copies of the proposed Redevelopment Agreement will be available as of Wednesday, February 17, 2021, for public examination in the Village Clerk's Office at 40 East Madison Street, Maywood, Illinois, on weekdays from 8:30 a.m. to 5:00 p.m.

The real property to be redeveloped under the proposed Redevelopment Agreement is legally described as follows:

LOTS 16 THROUGH 20, BOTH INCLUSIVE, AND THE EAST ½ OF THE VACATED ALLEY WEST AND ADJOINING SAID LOTS IN BLOCK 129 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;

**PINS: 15-14-102-009-0000; 15-14-102-010-0000; 15-14-102-011-0000; 15-14-102-012-0000; 15-14-102-013-0000
COMMONLY KNOWN AS: 1002 South 6th Avenue, Maywood, Illinois (a/k/a 600 Madison).**

Due to the COVID-19 crisis, the public's access to this Public Hearing shall be as follows:

- (a) Physical attendance at the Public Hearing is limited to 25 individuals or 25% room capacity, whichever is less, with priority given to Village officials, Village staff and consultants, subject to social distancing guidelines.
- (b) The public is encouraged to stay at home and watch and listen to the Public Hearing via electronic means.
- (c) Public comments and any responses will be read into the Public Hearing record.
- (d) Please submit public comments via email in advance of the Public Hearing to: vmims@maywood-il.org, cthompkins@maywood-il.org or tpavlik@maywood-il.org and/or faxing to (708) 681-8818. Written comments can also be mailed or delivered in advance of the Public Hearing to the attention of the Maywood Village Clerk, 40 East Madison Street, Maywood, Illinois 60153.
- (e) Options to watch and listen to the Public Hearing: Live Stream at the Village Website Home Page: Go to www.maywood-il.org and Click "Video On Demand".
- (f) The public may listen to and participate in the Public Hearing by joining through Zoom (<https://zoom.us>). The Zoom Meeting ID and Access Code will be available on the Village website in advance of the Public Hearing start time.

The above Public Hearing restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and Illinois Governor Disaster Proclamation dated January 8, 2021 (Restore Illinois Plan), and Executive Order 2021-1 extending the Governor's prior Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan (COVID-19 E.O. No. 71), as amended.

The Village invites alternative redevelopment proposals for the above real property. Such proposals should be submitted to the Village Clerk's Office by 4:00 p.m. on the day prior to the Public Hearing.

Published by order of the
Corporate Authorities of the Village
of Maywood, Cook County, Illinois,
Viola Mims, Village Clerk

**AGENDA FOR TIF PUBLIC HEARING
TO CONSIDER A REDEVELOPMENT AGREEMENT FOR THE SALE AND REDEVELOPMENT
OF CERTAIN VILLAGE-OWNED PROPERTY COMMONLY KNOWN AS 1002 SOUTH 6TH AVENUE
FOR THE CONSTRUCTION OF A MIXED USE DEVELOPMENT LOCATED IN
THE MADISON STREET/5TH AVENUE TAX INCREMENT FINANCING DISTRICT
(1002 SOUTH 6TH AVENUE)**

**PUBLIC HEARING LOCATION:
VILLAGE OF MAYWOOD COUNCIL CHAMBERS
125 SOUTH 5TH AVENUE
TUESDAY, MARCH 2, 2021
7:00 P.M. 125 SOUTH 5th AVENUE
MAYWOOD, ILLINOIS 60153**

Physical attendance at this Public Hearing is limited to 50 individuals or 50% room capacity, whichever is less, 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 Hearing via electronic means. Public comments and any responses will be read into the Public Hearing record.

Please submit public comments by leaving a hard copy at Village Hall in the drop box or via email in advance of the Public Hearing to: vmims@maywood-il.org, cthompkins@maywood-il.org or tpavlik@maywood-il.org and/or faxing to (708) 681-8818.

Written comments can also be mailed or delivered in advance of the Public Hearing to the attention of the Maywood Village Clerk, 40 East Madison Street, Maywood, Illinois 60153.

Options to watch and listen to the Public Hearing:

Live Stream at Village Website Home Page: Go to www.maywood-il.org and Click "Video On Demand". The public may listen to and participate in the Public Hearing by joining through Zoom (<https://zoom.us>).

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC HEARING**
 - **Presentation by Developer (Access Health and Housing, LLC)**
 - **Overview of the Redevelopment Terms by Village Attorney**
 - **Comments and Recommendation by Village Staff**
 - **Questions and Discussion by Village Board Members**
 - **Questions by Public**
 - **Final Statement by Developer**
 - **Discussion of Alternate Development Proposals for the Property Submitted by Other Interested Parties**
 - **Recommendation by Village Board Members**
- 4. PUBLIC COMMENT**
- 5. ADJOURNMENT**

Due to the COVID-19 pandemic, meeting rooms at Village Hall are open on a limited access basis and physical attendance at this public meeting is limited to no more than 50 individuals or 50% room capacity, with priority given to Village officials, Village staff and consultants, subject to social distancing guidelines. The above meeting restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and the Illinois Governor Disaster Proclamation dated February 5, 2021 (Restore Illinois Plan), and Executive Order 2021-04 extending the Governor's prior Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan (COVID-19 E.O. No. 68).

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

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

PINS: 15-14-102-009-0000
15-14-102-010-0000
15-14-102-011-0000
15-14-102-012-0000; and
15-14-102-013-0000

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made as of the Effective Date (as that term is defined herein) between the **VILLAGE OF MAYWOOD**, an Illinois municipal corporation located at 40 E. Madison, Maywood, Illinois (the "Village" or "Corporate Authorities"), and **Access Health and Housing, LLC**, an Illinois limited liability company located at 333 S. Wabash Avenue, Suite 2800, Chicago, Illinois 60604 (the "Developer").

SECTION I - PRELIMINARY STATEMENTS

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

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

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

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

4. Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois (65 ILCS 5/11-74.4-1, et seq.), as from time to time amended (the "Act"), the President and Board of Trustees of the Village are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "conservation area" as defined in Section 11.74.4-3(b) of the Act.

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

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

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

8. The Village is the owner of a parcel of vacant land located at the southwest corner of 6th Avenue and Madison Street, commonly known as: 1002 S. 6th Avenue (PINS: 15-14-102-009-0000 through 15-14-102-013-0000), which is approximately 137 feet by 135 feet in size (hereinafter the "Subject Property"). The Subject Property is legally described on **EXHIBIT 1** attached hereto. A Plat of Resubdivision ("Plat of Resubdivision") that resubdivides the Subject Property in a manner that will allow the existing five (5) PINS to be reconfigured as three (3) PINS for development and future resale will need to be created, approved prior to closing, and recorded prior to completion of the Project.

9. The Village desires to convey, and the Developer desires to acquire from the Village, subject to the terms and conditions set forth in this Agreement, all of the Village's right, title and interest in the Subject Property in an "AS IS, WHERE IS," condition, including all environmental conditions associated with the soil and groundwater. The Village received a No Further Remediation letter regarding the Subject Property dated November 14, 2012, and recorded on November 29, 2019 as document no. 1233448030.

10. The Developer proposes to improve and develop the Subject Property as follows:

By construction of a mixed-use building with at least two (2) ground-floor commercial units on the corner of 6th Avenue and Madison Street and construction of two (2) multi-family residential housing buildings with four (4) units each on the lots to the south of the corner with a focus on veterans and residents with disabilities.

Collectively, the foregoing are the "Improvements" and the purchase and redevelopment of the Subject Property is the "Project." The estimated total cost of the Project is in excess of FOUR MILLION, THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$4,300,000.00).

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

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

13. On March 2, 2021, the Village President and Board of Trustees of the Village conducted a public hearing relative to the terms, conditions and provisions contained in this Agreement and received a presentation by the Developer regarding its development proposal. At the public hearing, there was an opportunity for proposals from qualified developers for redevelopment of certain land within the Redevelopment Area to be heard.

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

SECTION II – INCORPORATION OF PRELIMINARY STATEMENTS.

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

SECTION III – TRANSFER OF SUBJECT PROPERTY.

1. **EFFECTIVE DATE/TERM.** This Agreement shall become effective as of the date that the Village President and Village Clerk sign the Agreement below (the "Effective Date"). Once the obligations of the Parties under this Agreement have been fully satisfied for the Project (i.e., construction has been completed as evidenced by the issuance by the Village of a final occupancy permit for the final building), then this Agreement shall terminate only in regard to the development obligations (including, without limitation, the obligations set forth in Sections IV.1. and IV.2. of this Agreement), but the Village-approved zoning relief and special permissions and the applicable provisions of the Village Code shall remain in effect and be enforced, and shall control the operation and maintenance of the Subject Property and the Project for the time period that the Project exists and continues to

operate on the Subject Property, unless the Parties mutually agree to amend this Agreement. In addition, notwithstanding termination, the Developer's obligation to pay taxes, fees and charges per Section IV.2.B., as well as any Village remedies set forth herein for failure to pay same, shall survive termination and continue in full force and effect for a period of five (5) years from the Effective Date of this Agreement. In addition, Sections IV.5.A., IV.5.G., IV.6. and V.2. shall survive termination of this Agreement.

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

3. **PURCHASE PRICE.** The purchase price to be paid by the Developer to the Village for the Subject Property shall be ONE HUNDRED THOUSAND AND 00/100THS DOLLARS (\$100,000.00) ("Purchase Price"). The Purchase Price shall be payable as follows: At the time of Closing (as defined herein), the Developer shall pay to the Village the Purchase Price, plus or minus any prorations as provided herein, including a credit for the remaining portion of the Initial Deposit, if any, paid in accordance with Section III.4. below. The Purchase Price and other charges shall be payable at Closing in good funds by wire transfer or cashier's check.

4. **INITIAL DEPOSIT – REIMBURSEMENT OF VILLAGE COSTS.** Developer has made an initial deposit with the Village of TEN THOUSAND AND 00/100THS DOLLARS (\$10,000.00) in the form of a certified check or other certified funds within forty eight (48) hours of the Village's approval of an Ordinance authorizing the sale and this Agreement (the "Initial Deposit"). The purpose of the Initial Deposit is to provide an initial deposit towards the Purchase Price, along with funds to reimburse the Village for fees, costs and expenses incurred in the course of preparing, approving and carrying out this Agreement and the sale of the Subject Property, including but not limited to title and closing costs and fees, survey costs, attorneys' fees, and engineer's fees. Upon termination of this Agreement prior to closing for any reason, Developer shall be entitled to the prompt return of the balance of the Initial Deposit, minus any reimbursement costs incurred by the Village prior to termination. Developer shall receive a credit for the Initial Deposit at closing, but is responsible for payment of all fees, costs and expenses related to approving and carrying out this Agreement, including the sale of the Subject Property, to the extent such fees, costs and expenses exceeded the amount of the Initial Deposit.

5. **TITLE INSURANCE.** Within thirty (30) days of the Effective Date of this Agreement, the Village, at the Developer's cost and expense, shall deliver to the Developer, a title commitment (the "Title Commitment") issued by Chicago Title Insurance Company (the "Title Company"), in the amount of the Purchase Price, subject only to (i) the exclusions and conditions contained in the Title Commitment; (ii) the restrictions and reservations, if any, contained in the Deed; (iii) utility and drainage easements and such other covenants, easements, restrictions and matters of record; (iv) any additional easements recommended by the Village Engineer to be part of the conveyance; and (v) acts done or suffered by or judgments against the Developer (collectively, the "Permitted Exceptions"). If the Title Commitment discloses exceptions to title which are not acceptable to the Developer, (the "Unpermitted Exceptions"), the Developer shall have fifteen (15) days from its receipt of the Title Commitment and documents evidencing any and all Unpermitted Exceptions to object to the Unpermitted Exceptions. The Developer shall provide the Village with a title objection letter (the "Developer's Objection Letter") listing those matters which are not Permitted Exceptions. The Village shall have thirty (30) days from the date of receipt of the Developer's Objection Letter ("Village's Cure Period") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, at Village's sole cost and expense. If the Village fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time (the "Proforma Title Policy"), the Developer may elect to either (i) terminate this Agreement, at which time the Developer shall be entitled to have the Initial Deposit, minus any out-of-pocket costs incurred by the Village, returned to the Developer, or (ii) Close taking subject to such Unpermitted Exceptions.

All Unpermitted Exceptions, which the Title Company commits to insure at Village's sole cost and expense, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as therein shown as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If the Developer does not elect to close hereunder, this Agreement shall become null and void without further action of the parties, and the balance of the Initial Deposit shall be returned to the Developer after the Village's out-of-pocket expenses have been paid. At Closing, the Village shall furnish the Developer an Affidavit of Title, Covenant and Warranty in customary form. The Developer shall pay the cost for any later date title commitment and the cost of the Title Company issuing a Proforma Title Policy to the Developer. The Developer may, at its expense, request that the Title Commitment provide for extended coverage. Any specific title endorsements, including a zoning endorsement, requested by the Developer for its owners' policy and/or loan title policy, shall be paid for by the Developer.

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

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

7. **PLAT OF RESUBDIVISION.** At least thirty (30) days prior to Closing, the Developer, or the Village, at the Developer's cost taken from the Initial Deposit, shall order and obtain a Plat of Resubdivision for the Subject Property that resubdivides the Subject Property in a manner that will allow the existing five (5) PINS to be reconfigured as three (3) PINS for development and future resale. Approval of the Plat of Resubdivision by the Board of Trustees of the Village is a precondition to closing. The Plat of Resubdivision shall be recorded, at the Developer's expense, prior to completion of the Project.

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

9. **CONDITION OF THE SUBJECT PROPERTY.** The Village received a No Further Remediation letter regarding the Subject Property dated November 14, 2012, and recorded on November 29, 2019 as document no. 1233448030. The Developer acknowledges that the Subject Property will be conveyed to Developer by the

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

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

The Developer has performed its own environmental testing on the Subject Property, and shall undertake further environmental remediation activities on the Property following Closing and prior to starting construction pursuant to an Illinois Environmental Protection Agency ("IEPA") remediation action plan.

10. **DUE DILIGENCE PERIOD.**

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

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

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

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

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

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

(i) 1002 S. 6th Ave (C-2) Lot 1 - Reciprocal access and use easements will be recorded to allow vehicular access to adjacent parking areas on Lots 2 and 3, as well as the shared use of a trash enclosure on Lots 2 and 3.

(ii) 1002 S. 6th Ave (C-2) Lot 2 & Lot 3 – Rezoning/Zoning Map Amendment - Requesting rezoning anticipated Lots 2 and 3 from C-2 to R-4 Multi-Family Residential Zoning District to match the adjacent R-4 Multi-Family residential zoning in the area.

(iii) Setback relief - Requesting front yard setback relief of 10'-0" to provide a buffer between the parking area and residential buildings at the backs of the property and a transition from the C-2 district to the adjacent R-4 District along South 6th Ave; 25'-0" is required per Table 7-2 of the Maywood Zoning Ordinance; 15'-0" has been provided.

The Village Board, in its sole discretion, will consider and take final action on the above Zoning Relief items and any other requested relief after the Developer completes the zoning application and zoning hearing process. Should the Village fail to approve any portion of the zoning relief necessary for the construction of the Project as outlined herein, or should the Developer fail to accept any conditions placed on such necessary approvals, the Developer may, at its option, choose to amend its submittals and request approval of the amended zoning petition or terminate this Agreement. If the Agreement is terminated under this Section, the Initial Deposit, minus any out-of-pocket costs incurred by the Village, shall be returned to the Developer and the parties shall have no further obligation to each other under this Agreement.

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

12. **COSTS / PRORATIONS.**

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

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

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

(ii) **Miscellaneous.** Except as otherwise provided herein, all other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of the Closing Date. In the event

that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as for example, utility bills), the parties shall prorate on the best available information, subject to adjustment within thirty (30) days of the receipt of the final bill or statement. All prorations are final.

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

- (i) Cost of obtaining any required title curative documents, except for title matters created by or relating to the Developer.
- (ii) Recording fees for releasing or terminating any Unpermitted Exceptions or title curative documents.
- (iii) Recording fees for any easements retained by the Village.

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

- (i) Recording fees for the Deed and this Agreement.
- (ii) Recording fees for any financing documents.
- (iv) In the event that the Developer shall obtain financing for the purchase of the Subject Property, all costs associated with the Developer's financing, including the Developer's lender's loan policy shall be borne by the Developer.
- (v) The premium for a title policy in the amount of the Purchase Price (paid from Developer's Initial Deposit).
- (vi) Survey cost (paid from Developer's Initial Deposit).
- (vii) Reimbursement to the Village of any reasonable fees, costs and expenses as specified in Section III.4. (paid from Developer's Initial Deposit).

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

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

15. **CLOSING DATE.** The Closing Date for conveyance of the Subject Property shall be concurrent with, or within ninety (90) days of the approval and execution of this Agreement, unless a later date is mutually agreed to by the Parties.

SECTION IV – REDEVELOPMENT OF THE SUBJECT PROPERTY

1. **CONSTRUCTION OF IMPROVEMENTS.** The Developer shall provide the Village with the Final Plans at least thirty (30) days prior to Closing. The Final Plans shall be attached hereto as **GROUP EXHIBIT 3** and

made a part hereof subsequent to the execution of this Agreement and upon approval by the Village. The Final Plans to be submitted by the Developer are subject to the review and approval of the Corporate Authorities of the Village at an open meeting, with recommendations by Village staff, the Village Engineer and the Village Attorney. Approval of the Final Plans by the Village shall not be unreasonably withheld, provided that: (a) the Final Plans are in substantial conformance with the Preliminary Plans and this Agreement, (b) the Project is designed in accordance with the applicable rules, regulations and ordinances of the state, federal, county or local governing bodies, including the Village, subject to any exceptions or variations from such rules, regulations and ordinances, as approved by the Corporate Authorities; and (c) the use of the Subject Property is consistent with the intended use contemplated under this Agreement.

The Developer, subject to force majeure, shall submit a Project remediation action plan to the IEPA within thirty (30) days after Closing and shall initiate environmental remediation, if any, of the Subject Property within ninety (90) days of Closing, subject to IEPA approval of the Project remediation action plan. Environmental remediation of the Subject Property shall be consistent with the intended end use of the Property, and as necessary to construct and operate the Project. Environmental remediation of the Property, if any, shall be at the Developer's sole cost and expense.

The Developer, subject to force majeure, shall initiate construction of the Project on or before ninety (90) days following completion of the IEPA Project remediation action plan. The Project shall be constructed in conformance with the Final Plans which become attached hereto and made a part hereof as **GROUP EXHIBIT 3**, and shall be completed on or before December 31, 2022.

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

A. **Completion of the Project.** After Closing, the Developer shall use its best efforts to commence and thereafter diligently pursue any necessary environmental remediation and completion of the Project in accordance with the Final Plans to be attached hereto.

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

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

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

2. ADDITIONAL UNDERTAKINGS ON THE PART OF THE DEVELOPER.

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

B. **Real Estate Taxes and Fees.** Developer agrees to promptly pay or cause to be paid as the same become due, any and all fees, taxes and governmental charges of any kind that may at any time be lawfully

assessed with respect to the Subject Property, or as otherwise required under the law or this Agreement, including but not limited to any and all real estate taxes and special assessments with respect to the Subject Property, if any. If Developer fails to timely pay real estate taxes and special assessments when due as required by this Agreement, the Village may, following notice and at the sole option of the Village President and Board of Trustees, declare Developer to be in default, in which case the Developer may be obligated to reconvey the entire Subject Property and any improvements thereon back to the Village as further detailed in Section V.1.D. This obligation and the Village's remedy hereunder shall survive termination and be in full force and effect for a period of five (5) years following the effective date of this Agreement. Nothing set forth in this Section IV.2.B. shall be deemed to prohibit Developer from obtaining any real estate tax exemptions with respect to the Subject Property.

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

- (i) Developer agrees to make good faith, commercially reasonable efforts to have its general contractor and subcontractors, to the extent they hire new employees and can include minorities, women and Village residents to work on the Project, hire minorities, women and/or Village residents, during the course of Construction. Nothing in this Agreement shall require the Developer or its contractors or subcontractors to displace any employees in its current work force to achieve the foregoing goal.
- (ii) Notwithstanding the foregoing provisions, Developer shall be entitled to employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.
- (iii) The Developer shall comply with the Illinois Prevailing Wage Act and the federal Davis Bacon Act in regard to the Project, to the extent such compliance is required by its applicable funding sources.
- (iv) The Developer agrees to provide to any of its contractors, and to cause such contractors to provide to each of their subcontractors, a copy of the Minority Business Enterprise/Women Business Enterprise Participation Program description attached to this Agreement as **EXHIBIT 4** and made a part hereof. The Developer shall cause the construction contract between itself and the contractor, and each subcontractor for work pursuant to such subcontract on the Project, to contain the agreement of the contractor or such subcontractor, as appropriate, to use good faith efforts to comply with the requirements of **EXHIBIT 4**, but failure by the contractor or a subcontractor to meet any participation goal because of unavailability of MBE/WBE contractors or suppliers at competitive rates shall neither constitute a default under this Agreement by Developer nor give rise to any action by the Village to the detriment of Developer.

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

3. NO USE OF PROPERTY AS COLLATERAL. Prior to Closing, the Developer shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests or other encumbrances to attach to or to be filed against title to the Subject Property. At or after Closing, the Developer shall not pledge, collateralize or use the Subject Property for purposes of securing any mortgage, loan, lien, debt or other encumbrance for any other project or purpose, except for purposes of securing funds to develop and construct the Project. After completion of construction as evidenced by the issuance of a final occupancy permit by the Village for the Buildings, this Agreement, including this Subsection, shall terminate and the Developer shall be allowed to pledge, collateralize or use the real estate and improvements of the Project for purposes of securing any mortgage, loan, lien, debt or other encumbrance for any other project or purpose. Once the Project is complete and the final

occupancy permit is issued by the Village, this Agreement shall terminate, except for the continuing obligations and covenants set forth in Exhibit 5 (Prohibited Uses) and the Village-approved zoning relief and special permissions and the applicable provisions of the Village Code.

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

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

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

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

- (i) It is not barred from contracting with any unit of State or local government as a result of violating 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*
- (ii) It has not been convicted of, or is not barred for attempting to, rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has the Developer and its officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee been so convicted nor made such an admission.
- (iii) It shall comply with the Illinois Drug Free Work Place Act.
- (iv) It shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights and shall not commit unlawful discrimination and shall agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

- (v) It shall comply with its own written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).
- (vi) It is and will remain an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein.
- (vii) It shall comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).
- (viii) It shall comply with the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).
- (ix) Any construction contracts entered into by the Developer relating to the Project and any additional improvements to the Subject Property shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act and the federal Davis Bacon Act, if applicable.
- (x) The Developer is neither delinquent in the payment of any tax administered by the Illinois Department of Revenue nor delinquent in the payment of any money owed to the Village.
- (xi) It is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, but only to the extent applicable.

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

The Developer shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

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

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

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

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

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

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

E. **Village Plan Approval.** The Developer recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of the Final Plans, engineering plans and elevations, excavation permits, grading permits, building permits and occupancy permits, and failure on the part of the Village to grant or issue any required permit shall not be deemed as the cause of delay by the Developer under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement. The Village agrees, however, that such approvals and permits shall not be unreasonably withheld, conditioned or delayed.

F. **Adequate Funding for Project.** The Developer has identified adequate funds in an amount not less than that required to fund the Project, plus the cost of any anticipated and unanticipated contingencies, and shall close on such funding simultaneously with the Closing on the conveyance of the Subject Property, and shall

subsequently utilize such funds to complete the Project in a timely manner in accordance with the terms of this Agreement.

G. Permitted and Prohibited Uses. The commercial portion of the mixed-use building at the corner of 6th Avenue and Madison Street to be constructed on the Subject Property per this Agreement shall be suitable for retail uses or other similar restaurant uses so long as such uses are permitted within a C-2 Pedestrian-Oriented Commercial Zoning District, provided that the Developer (as well as its successors in interest and successor or future owners of record) agree that no portion of the Subject Property shall be used for any uses not permitted in said District without obtaining the proper zoning approvals from the Village, including any necessary special use permits or other required zoning relief. The Developer (as well as its successors in interest and successor or future owners of record) further agree that, at no time during the term of this Agreement or after the completion of the Project, shall such building contain any of the uses listed in Exhibit 5 ("Prohibited Uses"), unless the Corporate Authorities of the Village expressly approve of said uses, which approval may be withheld for any reason. This subsection shall survive the termination of this Agreement and shall be a covenant running with the Subject Property.

6. VILLAGE'S REPRESENTATIONS AND WARRANTIES.

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

SECTION V - GENERAL PROVISIONS.

1. DEFAULT.

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

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

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

D. Reconveyance to Village. In addition to C. above, in the event Developer fails or refuses to develop the Subject Property consistent with the Project as set forth in the Final Plans making up GROUP EXHIBIT 3 or as may be modified by mutual agreement of the parties or fails or refuses to commence environmental remediation, if necessary, within the timelines set forth in Section IV.1. (subject to Force Majeure and weather conditions, substantial completion coupled with continuous progress towards completion, and the mutual agreement of the parties), the Village may terminate this Agreement upon ninety (90) days written notice provided under this

Section V.1., subject to the Developer's right to cure the default during the notice period. In such case, at the sole option and direction of the Village Board, and subject to the rights of Developer's lender(s), if any, Developer shall be obligated to (i) repay to the Village or the applicable taxing body amounts of all taxes, penalties and interest accrued against the Subject Property during the time period owned by the Developer; and (ii) re-convey title to the Subject Property by warranty deed (free and clear of any liens, encumbrances, easements or other conditions of title created by Developer or its agents that would prohibit the Village from acquiring fee simple good, marketable title to the Subject Property) to the Village at no cost to the Village pursuant to the notice of default, as liquidated damages for the default, both parties agreeing that under such circumstances actual damages are difficult to estimate but that repayment of taxes, penalties and interest and reconveyance of the Subject Property, if exercised by the Village, is the best estimate of damages, and the Village shall not have any responsibility for or obligation to pay Developer any other compensation, damages or penalties to Developer for the reconveyance of fee simple title to the Subject Property or improvements made by Developer thereto. Upon reconveyance by Developer, and subject to the rights of Developer's lenders, the Village shall have the right to re-enter and re-possess the Subject Property and those improvements and personal property that are not removed by Developer. The Village specifically acknowledges that any right of re-entry and repossession it may have is entirely subject to and subordinate to any mortgage or any other third party lien holder. The rights of the Village as set forth in this Section V.1.D. shall terminate upon completion of construction as evidenced by the issuance of a final occupancy permit by the Village for the Buildings.

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

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

In addition, the Developer, its successors and assigns shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees may incur from or on account of Developer's use and access to the Subject Property, any soil or groundwater assessments or other tests or surveys of any kind conducted by the Developer pursuant to this Agreement and the construction of the Project, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Developer's activities at the Subject Property. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees will at no time assume responsibility or liability for the actions of Developer or any of the workers or other persons on the Subject Property. As between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees and the Developer, the Developer shall at all times be held solely responsible to all persons on the Subject Property present there because of the Project. The Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees, for any claim, suit or action,

whether or not well founded in fact or in law, which the Developer and the workers have, or may have, arising out of the Project, except to the extent that any contamination occurs as a result of any negligent or willful and wanton acts or omissions actions taken after the date of this Agreement by the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees. The obligations of Developer under this subsection shall survive the termination of this Agreement.

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

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

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

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

To the Developer: Access Health and Housing, LLC
Attention: Kirby Burkholder
President, Social Impact Accelerator, IFF
333 South Wabash Avenue, Suite 2800
Chicago, Illinois 60604
Phone: (312) 596-5117
Email: kburkholder@iff.org

With a copy to:

Charity & Associates, P.C.
Attention: Brandon R. Calvert
20 North Clark Street, Suite 3300
Chicago, Illinois 60602
Phone: (312) 564-4967
Email: Brandon.Calvert@charity-associates.com

AND

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: General Counsel

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

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

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

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

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

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

any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

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

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

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

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

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

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

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

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

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

20. **SCHEDULE OF EXHIBITS.** The following are attached hereto and made a part hereof.

EXHIBIT 1	Legal Description of Subject Property
EXHIBIT 2	Village-Approved Site Plan and Elevation Documents
GROUP EXHIBIT 3	Final Plans

EXHIBIT 4

A copy of the Village of Maywood Minority Business Enterprise/Women Business Enterprise Participation Program

EXHIBIT 5

List of Prohibited Uses

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

VILLAGE:
VILLAGE OF MAYWOOD,
an Illinois Municipal corporation,

DEVELOPER:
Access Health and Housing, LLC
An Illinois limited liability company,

By: _____

By: _____

Name: _____

Name: _____

Title: Village President

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: Village Clerk

Title: _____

DATE EXECUTED BY THE VILLAGE:

DATE EXECUTED BY DEVELOPER:

EXHIBIT 1

(Legal Description of Subject Property)

LOTS 16 THROUGH 20, BOTH INCLUSIVE, AND THE EAST ½ OF THE VACATED ALLEY WEST AND ADJOINING SAID LOTS IN BLOCK 129 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.

ADDRESS: 1102 S. 6th Avenue, Maywood, Illinois 60153

PINS: 15 14-102-009-0000 through 15-14-102-013-0000

GROUP EXHIBIT 2

**SITE PLAN AND ELEVATION DOCUMENTS SHOWING PROPOSED IMPROVEMENTS
ON THE SUBJECT PROPERTY**

PROPOSED PARCEL COMBINATION

LOT 1:	15-14-102-009 (EST. SIZE 26.50'x132.00')
LOT 2:	2 PARCELS TO BE COMBINED
LOT 3:	2 PARCELS TO BE COMBINED
PIN NO.:	15-14-102-010 (EST. SIZE 26.50'x132.00')
PIN NO.:	15-14-102-011 (EST. SIZE 26.50'x132.00')
PIN NO.:	15-14-102-012 (EST. SIZE 26.50'x132.00')
PIN NO.:	15-14-102-013 (EST. SIZE 26.50'x132.00')

SITE & ZONING DATA - MAYWOOD, IL

LOCATION	1002 S. 6TH AVE - LOT 1	1002 S. 6TH AVE - LOT 2
ZONING DISTRICT	(RED-ORIENTED COMM.)	R-4 (MULTI-FAMILY RES.)
SITE AREA	0.08 ACRES (3,498 S.F.)	0.16 ACRES (7,023 S.F.)
PERMITTED/REQUIRED	PERMITTED/REQUIRED	PERMITTED/REQUIRED
DESCRIPTION	40'-0"	45'-0"
BUILDING HEIGHT:	24'-1"	22'-6"
NO. OF STORIES:	3	2
NO. OF RESIDENTIAL UNITS:	3	2
NO. OF PARKING SPACES:	2*	5
NO. OF ACCESS, PARKING SPACES:	0	0
MAX. BUILDING COVERAGE:	N/A	N/A

*PER 13.12 B.2, PARKING FOR NON RESIDENTIAL USE IS EXEMPT FROM PROVISIONS IN TABLE 13-1.

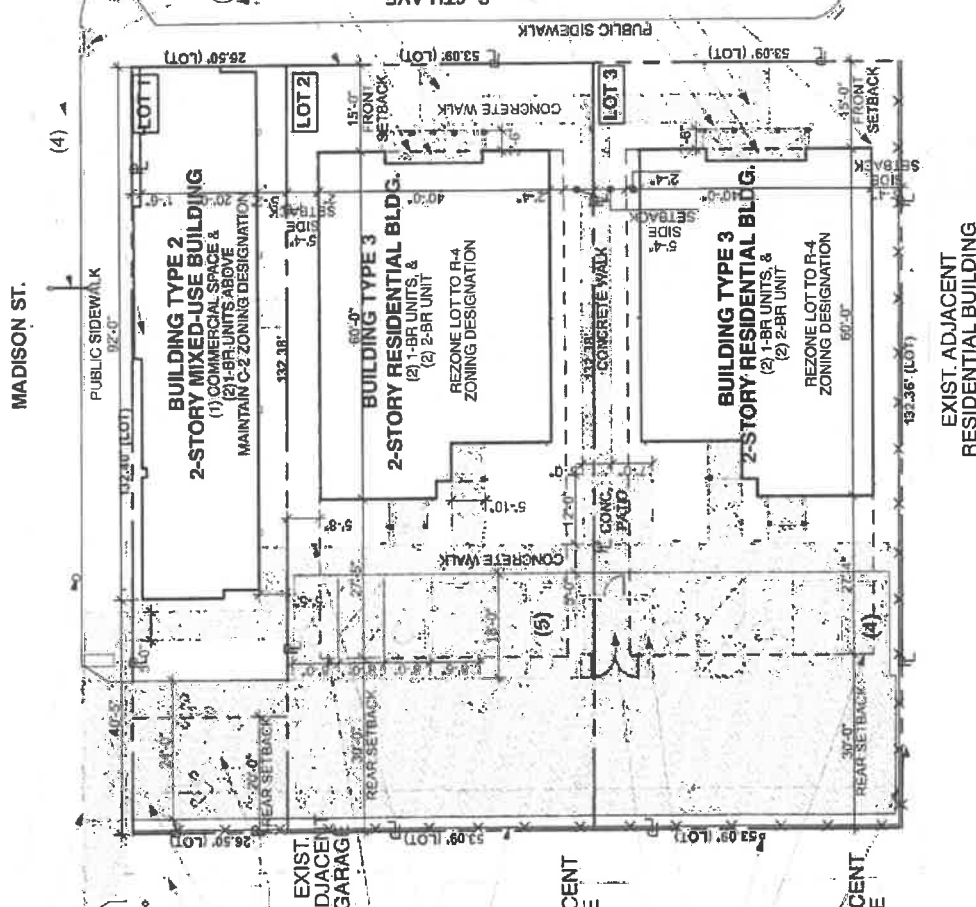
EXISTING LIGHT POLE
(4) ON-RIGHT-OF-WAY
PARKING SPACES
BUILDING ENTRANCE

EXIST. DEPRESSED
CURB & DETECTABLE
WARNING STRIPS

(1) ON-RIGHT-OF-WAY
PARKING SPACE
PROPERTY LINE, TYP.
SETBACK LINE, TYP.
BUILDING ENTRANCE, TYP.
EXIST. PROPERTY LINE, TYP.

9 6TH AVE
DEPRESSED CURB
EXISTING PROPERTY LINE

PORCH ROOF ABOVE, TYP.
BUILDING ENTRANCE, TYP.
EXIST. PROPERTY LINE, TYP.
SPLASH BLOCK &
DOWNSPOUT, TYP.



EXISTING INLET
NEW CURB CUT
-SEE CIVIL
NEW DEPRESSED
CURB & DETECTABLE
WARNING STRIP, TYP.
EXISTING
UTILITY POLE
EXISTING CONCRETE
DRIVEWAY
EXISTING
WOODEN FENCE
PROPOSED
DRIVEWAY EASEMENT

(5) PARKING SPACES
- (3) STANDARD
- (2) ACCESSIBLE
ACCESSIBLE
PARKING SIGN
- SEE CIVIL
NEW WOOD FENCE
- SEE LANDSCAPE

EXIST. ADJACENT
GARAGE
PROPOSED TRASH
EASEMENT
6 FT. HIGH TRASH
ENCLOSURE
EXISTING
UTILITY POLE
(4) PARKING SPACES
- (2) STANDARD
- (2) ACCESSIBLE
NEW WOODEN
FENCE
-SEE LANDSCAPE
EXIST. ADJACENT
GARAGE

EXIST. ADJACENT
RESIDENTIAL BUILDING
EXIST. TO REMAIN
PER LANDSCAPE

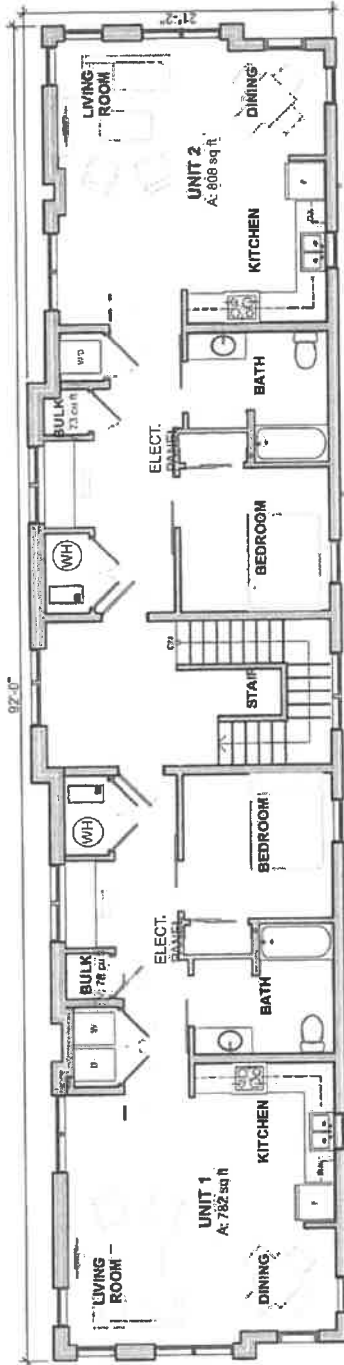
A SITE PLAN - 1002 S. 6TH AVE
SCALE: 1" = 20'

ACCESS HEALTH & HOUSING
Various Locations
Maywood, Illinois 60153
02/03/21

DRAFT-NOT FOR CONSTRUCTION
IFF
333 South Wabash Ave., Suite 2800
Chicago, IL 60604

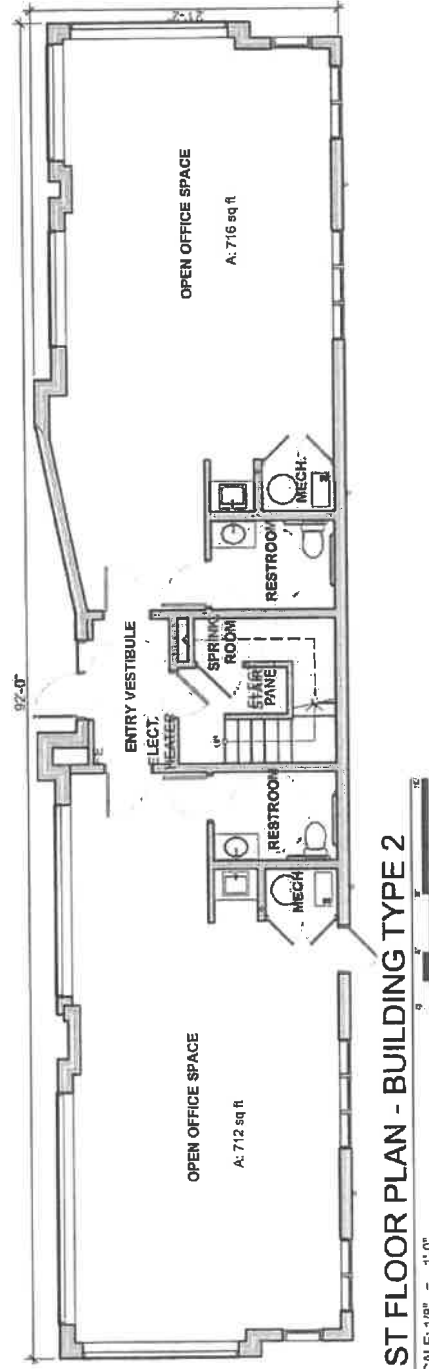
A1.3

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A 2ND FLOOR PLAN - BUILDING TYPE 2

SCALE: 1/8" = 1'-0"



B 1ST FLOOR PLAN - BUILDING TYPE 2

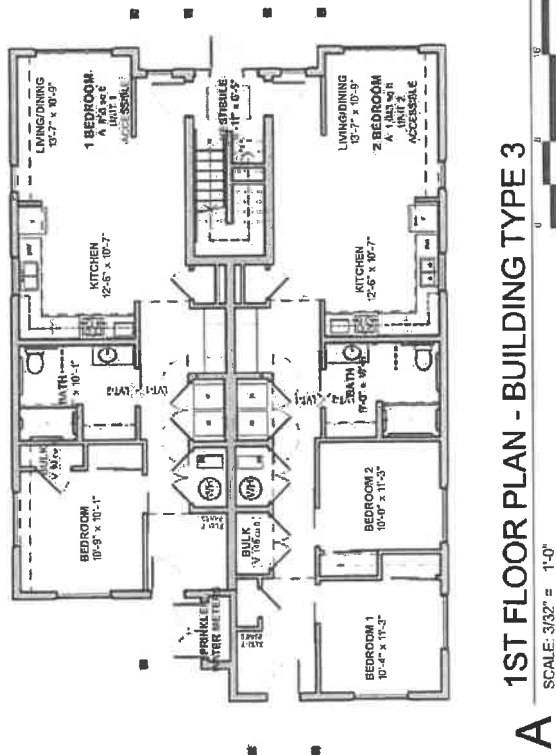
SCALE: 1/8" = 1'-0"

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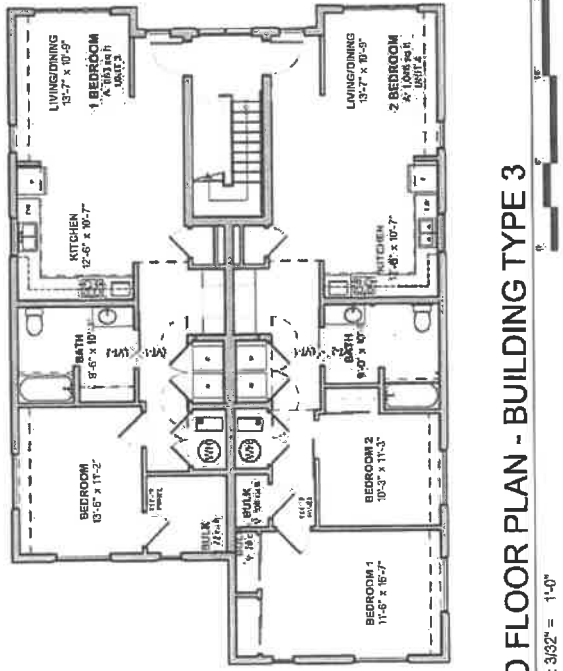
Various Locations
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A 1ST FLOOR PLAN - BUILDING TYPE 3
SCALE: 3/32" = 1'-0"

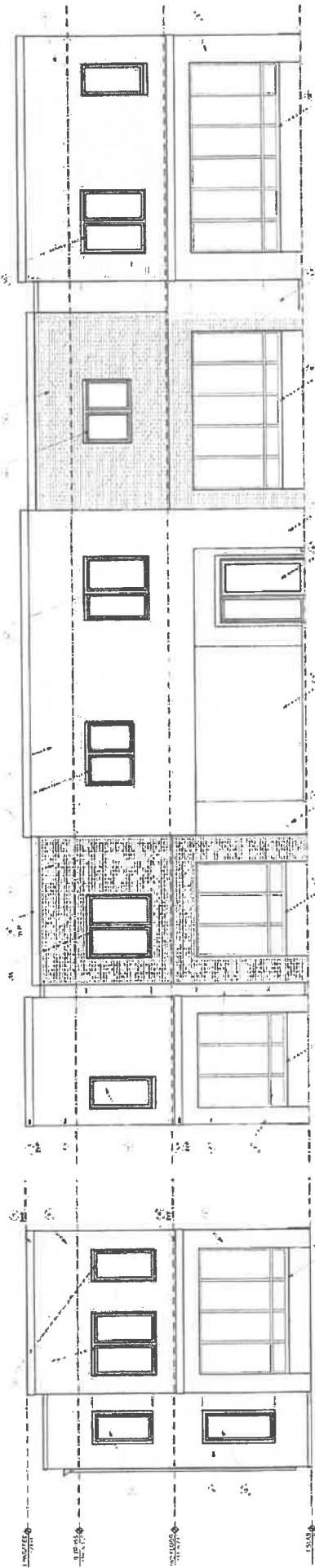


B 2ND FLOOR PLAN - BUILDING TYPE 3
SCALE: 3/32" = 1'-0"

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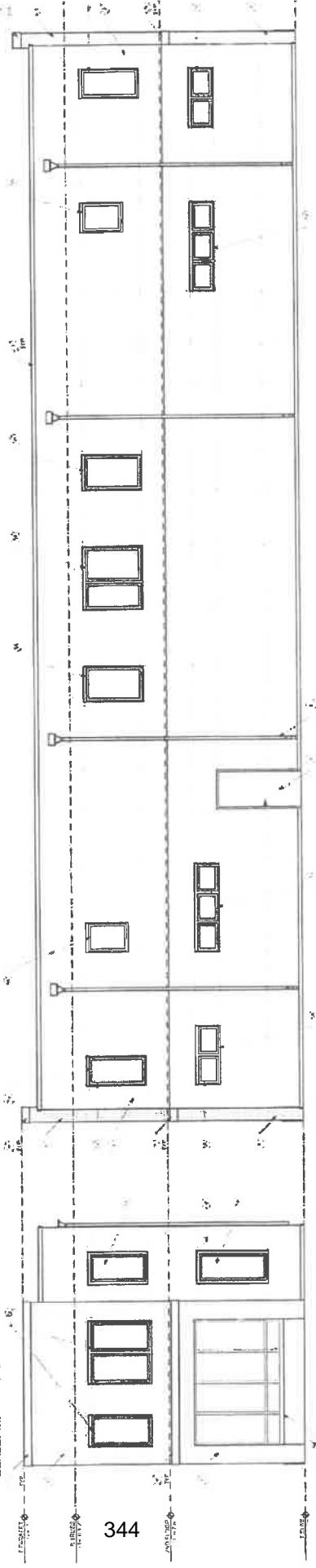


1 BUILDING TYPE 2 -
FRONT ELEVATION

SCALE: 1/8" = 1'-0"

3 BUILDING TYPE 2 -
SIDE ELEVATION

SCALE: 1/8" = 1'-0"



2 BUILDING TYPE 2 -
REAR ELEVATION

SCALE: 1/8" = 1'-0"

4 BUILDING TYPE 2 -
SIDE ELEVATION

SCALE: 1/8" = 1'-0"

ELEVATION MATERIAL KEY

- 1 - STANDARD SIZE FACE BRICK
- 2 - 1 1/2" (H) X 3 5/8" (D) X 7 5/8" (L) - MANUFE., COLOR & TEXTURE BY ARCHITECT
- 3 - FIBER CEMENT PANEL SIDING - COLOR #1
- 4 - FIBER CEMENT SIDING - NICH-IHA
- 5A - PRE-FINISHED WINDOW UNIT
- 5B - ALUMINUM STOREFRONT WINDOW
- 6 - PRE-FINISHED DOOR
- 7 - PRE-FINISHED ALUMINUM PARAPET COPING
- 8 - PRE-FINISHED ALUMINUM SCUPPER AND .4" CORRUGATED TRIANGULAR DOWNSPOUT
- 9 - 7 5/8" (H) CAST STONE TRIM/HEAD - SMOOTH FINISH, COLOR BY ARCH.

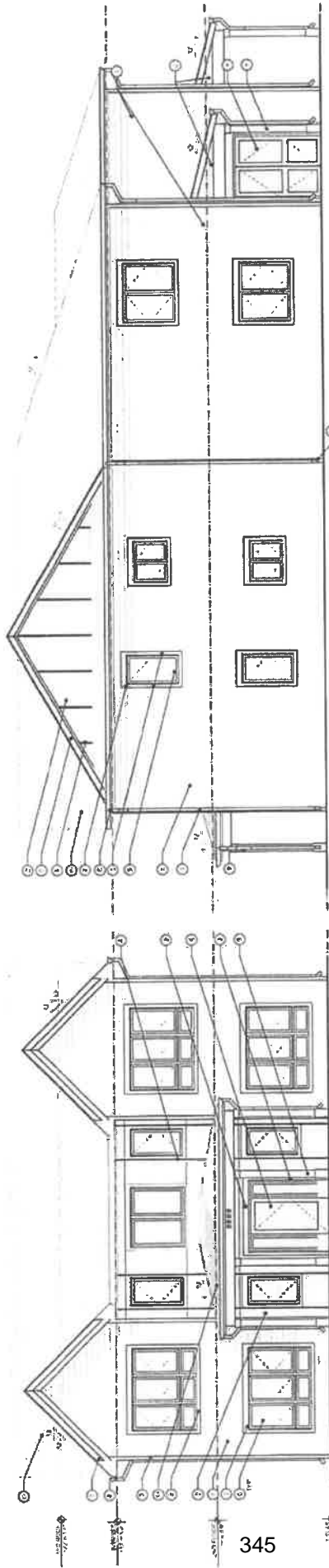
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345

**BUILDING TYPE 3 -
FRONT ELEVATION**

A

SCALE: 1/8" = 1'-0"

**BUILDING TYPE 3 -
SIDE ELEVATION**

B

SCALE: 1/8" = 1'-0"

ELEVATION MATERIAL KEY	
1 - FIBER CEMENT LAP SIDING - JAMES HARDIE "HARDIEPLANK" CEDAR MILL FINISH, 4" EXPOSURE	6 - PRE-FINISHED DOOR
2 - FIBER CEMENT PANEL SIDING - COLOR #1 - JAMES HARDIE "HARDIEPANEL" - SMOOTH FINISH	7 - PRE-FINISHED ALUMINUM FASCIA AND SOFFIT
3 - FIBER CEMENT TRIM BOARD - JAMES HARDIE 5/4 "HARDIETRM" NT3 BOARDS, SMOOTH FINISH	8 - PRE-FINISHED ALUMINUM GUTTER AND 2" CORRUGATED RECTANGULAR DOWNSPOUT
4 - EASY TRIM ALUMINUM TRIM - COLOR MATCH TO HARDIE PANEL COLOR	9 - FIBER CEMENT WRAPPED COLUMN AND TRIM
5 - PRE-FINISHED WINDOW UNIT	10 - ASPHALT SHINGLE ROOFING

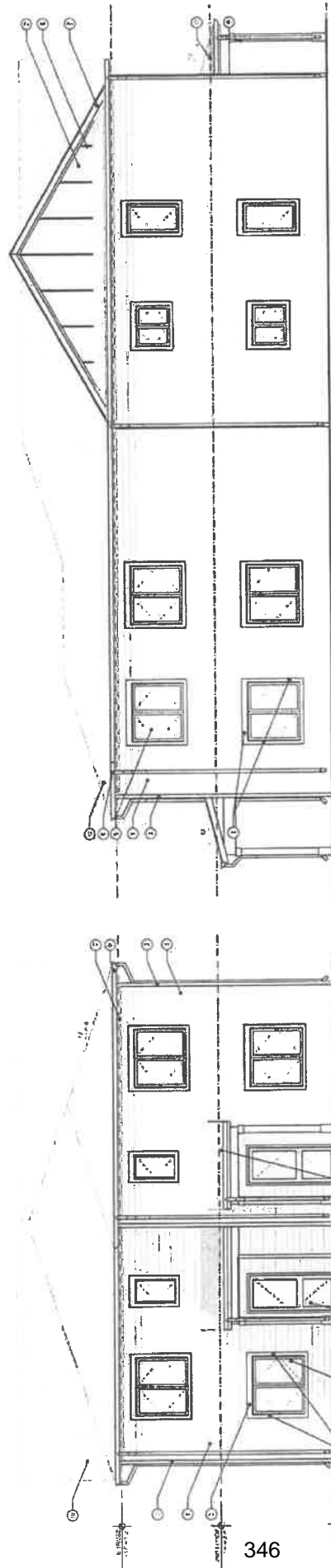
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346

**BUILDING TYPE 3 -
REAR ELEVATION**

SCALE: 1/8" = 1'-0"

A

**BUILDING TYPE 3 -
SIDE ELEVATION**

SCALE: 1/8" = 1'-0"

B

ELEVATION MATERIAL KEY

- 1 - FIBER CEMENT LAF SIDING - JAMES HARDIE "HARDIE PANK" CEDAR MILL FINISH, #2 EXPOSURE
- 2 - FIBER CEMENT PANEL SIDING - COLOR #1 - JAMES HARDIE "HARDIE PANEL" - SMOOTH FINISH
- 3 - FIBER CEMENT TRIM BOARD - JAMES HARDIE 5/4 "HARDIE TRIM" NT3 BOARDS, SMOOTH FINISH
- 4 - EASY TRIM ALUMINUM TRIM - COLOR MATCH TO HARDIE PANEL COLOR
- 5 - PRE-FINISHED WINDOW UNIT
- 6 - PRE-FINISHED DOOR
- 7 - PRE-FINISHED ALUMINUM FASCIA AND SOFFIT
- 8 - PRE-FINISHED ALUMINUM GUTTER AND CORRUGATED RECTANGULAR DOWNSPOUT
- 9 - FIBER CEMENT WRAPPED COLUMN AND TRIM
- 10 - ASPHALT SHINGLE ROOFING

DRAFT-MOT FOR CONSTRUCTION
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1002 S. 6TH AVE - VIEW FROM CORNER

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Chicago, IL 60604

ACCESS HEALTH & HOUSING

Various Locations
Maywood, Illinois 60153
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1002 6TH AVE - VIEW FROM STREET

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Various Locations
Maywood, Illinois 60153
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1002 6TH AVE - PARKING VIEW

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Various Locations
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A4.4

GROUP EXHIBIT 3

APPROVED FINAL PLANS

EXHIBIT 4

VILLAGE OF MAYWOOD

MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE

(MBE/WBE) PARTICIPATION PROGRAM.

Policy and Terms

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

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

- B. The Village hereby establishes the voluntary goal to award 20% of all contracts and/or subcontracts for supplies and services to businesses certified as MBE/WBE.
- C. This voluntary commitment can be met by businesses as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the prime contractor's business or by any combination of the above.

II. Definitions

- A. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill, and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firms and Non-MBE/WBE firms.
- B. "Certified MBE, WBE or Certified Non-MBE/WBE" includes any qualified contractor, subcontractor providing labor, services, products or materials for the Village of Maywood, who has been certified by one of the agencies or programs listed below:
- City of Chicago Department of Purchases, Contracts and Supplies
 - Chicago Regional Purchasing Council
 - Chicago Transit Authority
 - County of Cook
 - Illinois Department of Transportation
 - METRA
 - Pace
 - Women Business Enterprise Initiative Program

III. Procedure to Determine Compliance

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

IV. Waiver of Procedures

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

EXHIBIT 5

LIST OF PROHIBITED USES

AMUSEMENT ARCADES

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

BARBER SHOPS, HAIR SALONS, NAIL SALONS OR BEAUTY SUPPLY STORES, EXCEPT THAT NATIONAL CHAIN BARBER SHOPS, HAIR SALONS BEAUTY OR SUPPLY STORES ARE PERMITTED PROVIDED THAT THE TOTAL OCCUPANCY OF ALL TENANTS UNDER THESE USES DOES NOT EXCEED 3,000 SQUARE FEET

BED AND/OR MATTRESS STORES

BILLIARDS/POOL HALLS

CHILDCARE FACILITIES

CONSIGNMENT SHOPS

CURRENCY EXCHANGES

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

GAS STATIONS

HOTELS, MOTELS

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

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

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

PARTY GOODS STORES

PAY DAY LOAN STORES

REAL ESTATE SALES (PERMITTED ABOVE FIRST FLOOR ONLY)

SHOE REPAIR STORES

SURPLUS MERCHANDISE STORES

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

SWIMMING POOL SALES AND SUPPLY STORES

TATTOO/BODY PIERCING ESTABLISHMENTS

TITLE COMPANY (PERMITTED ABOVE FIRST FLOOR ONLY)

TRAVEL AGENTS (PERMITTED ABOVE FIRST FLOOR ONLY)

TELEMARKETING SERVICES (PERMITTED ABOVE FIRST FLOOR ONLY)

THRIFT STORES

VEHICLE/EQUIPMENT RENTAL STORES

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

RESOLUTION NO. ____

**A RESOLUTION APPROVING
THE SALE AND REDEVELOPMENT OF REAL PROPERTY
COMMONLY KNOWN AS 1002 SOUTH 6th AVENUE AND
EXECUTION OF A REDEVELOPMENT AGREEMENT REGARDING SAME
(Purchaser / Developer: Access Health and Housing, LLC)**

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

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

WHEREAS, one such real property acquired by the Village is commonly known as 1002 South 6th Avenue (PINs: 15-14-102-009-0000 through 15-14-102-013-0000), Maywood, Illinois (the "Subject Property"), the legal description of which is attached hereto as Exhibit "A"; and

WHEREAS, the Subject Property is currently vacant; and

WHEREAS, the Village is in receipt of an offer from Access Health and Housing, LLC ("Developer") to purchase the Subject Property, for a total purchase price of One Hundred Thousand and 00/100 Dollars (\$100,000.00), for the purpose of the Developer improving the Subject Property with construction of a mixed-use building with at least two (2) ground-floor commercial units on the corner of 6th Avenue and Madison Street and construction of two (2) multi-family residential housing buildings with four (4) units each on the lots to the south of the corner with a focus on veterans and residents with disabilities, all in substantial conformance with the site plan and building elevations submitted by the Developer, a copy of which are attached hereto as Exhibit "B" and made hereof; and

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

WHEREAS, in addition, the Subject Property lies within the Village's "Madison Street/Fifth Avenue Tax Increment Financing District." Pursuant to Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4) (the "TIF Act"), the Village is authorized to sell the Subject Property in the manner and at such price as the Village finds reasonably necessary to achieve the objectives of the TIF redevelopment plan and project; and

WHEREAS, per Section 11-74.4-4(c) of the TIF Act (65 ILCS 5/11-74.4-4(c)), a TIF public hearing was conducted by the Village Board on March 2, 2021, during which the Village publicly disclosed the

terms of the sale of the Subject Property and the terms contained in a draft "Redevelopment Agreement Between the Village of Maywood and Access Health and Housing, LLC" (the "Redevelopment Agreement"), a copy of which is attached hereto as **Exhibit "C"** and made a part hereof, and received a presentation by the Developer regarding its development proposal, and considered alternative proposals or bids received after public notice requesting submittal of such proposals or bids was given. No alternative proposals or bids were submitted; and

WHEREAS, the Corporate Authorities of the Village of Maywood find and determine that the Subject Property is surplus property and that it is desirable and in the best interests of the Village to convey fee simple title to the Subject Property to the Purchaser for a purchase price of One Hundred Thousand and 00/100 Dollars (\$100,000.00), for redevelopment as described above, as set forth in the attached development proposal and pursuant to the draft Redevelopment Agreement attached hereto as **Exhibit "C"** and made a part hereof.

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

SECTION 1: Each of the recitals above is incorporated by reference into this Section 1.

SECTION 2: Pursuant to its home rule powers as provided by Article VII, Section 6 of the Illinois Constitution of 1970, and the TIF Act, the Corporate Authorities declare the Subject Property to be surplus property subject to sale. Department of Community Development staff, Department of Finance staff and the Village Attorney are directed to prepare a quitclaim deed and all other necessary closing and conveyance documents to complete the sale and conveyance of the Subject Property to the Purchaser, for a purchase price of One Hundred Thousand and 00/100 Dollars (\$100,000.00). The Village President, the Village Clerk and/or the Village Manager and/or the Village Attorney, or their designees, working in conjunction with the Village Attorney and Community Development staff, are authorized and directed to execute, on behalf of the Village, the Redevelopment Agreement and all other conveyance instruments and closing documents that are necessary or convenient to allow the Village to consummate this transaction and to comply with all of the applicable requirements of the Redevelopment Agreement and this Resolution and to take such actions as they deem necessary in order to complete the sale and conveyance of the Subject Property to the Purchaser or an affiliated entity pursuant to the terms and conditions set forth in the Redevelopment Agreement and this Resolution, for the above-stated purchase price. It is understood that the draft Redevelopment Agreement attached hereto as **Exhibit "C"** is still subject to further negotiation between the Parties, and is not in final form. Any revisions to the draft Redevelopment Agreement prior to execution shall be approved by the Village Manager and Village Attorney.

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

ADOPTED this 2nd day of March, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 2nd day of March, 2021, 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"

Legal Description of the Subject Property

LOTS 16 THROUGH 20, BOTH INCLUSIVE, AND THE EAST ½ OF THE VACATED ALLEY WEST AND ADJOINING SAID LOTS IN BLOCK 129 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.

ADDRESS: 1002 S. 6th Avenue, Maywood, Illinois 60153

PINs: 15-14-102-009-0000 through 15-14-102-013-0000

Exhibit "B"

**Site Plan and Building Elevations for the Subject Property
submitted by the Purchaser / Developer**

(attached)

Exhibit "C"

Initial Draft Redevelopment Agreement for the Subject Property

(attached)

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

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

PINS: **15-14-102-009-0000**
15-14-102-010-0000
15-14-102-011-0000
15-14-102-012-0000; and
15-14-102-013-0000

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made as of the Effective Date (as that term is defined herein) between the **VILLAGE OF MAYWOOD**, an Illinois municipal corporation located at 40 E. Madison, Maywood, Illinois (the "Village" or "Corporate Authorities"), and **Access Health and Housing, LLC**, an Illinois limited liability company located at 333 S. Wabash Avenue, Suite 2800, Chicago, Illinois 60604 (the "Developer").

SECTION I – PRELIMINARY STATEMENTS

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

1. The Village is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois and is a "home rule unit" under Section 6(a) of Article VII of the 1970 Constitution.
2. The Village is authorized, under its home rule powers, to assemble and to sell land and other property, real or personal, in the manner and at such price as the Village determines is reasonably necessary to achieve the Village's objectives for the redevelopment of the Village.

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

4. Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois (65 ILCS 5/11-74.4-1, et seq.), as from time to time amended (the "Act"), the President and Board of Trustees of the Village are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "conservation area" as defined in Section 11.74.4-3(b) of the Act.

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

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

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

8. The Village is the owner of a parcel of vacant land located at the southwest corner of 6th Avenue and Madison Street, commonly known as: 1002 S. 6th Avenue (PINS: 15-14-102-009-0000 through 15-14-102-013-0000), which is approximately 137 feet by 135 feet in size (hereinafter the "Subject Property"). The Subject Property is legally described on **EXHIBIT 1** attached hereto. A Plat of Resubdivision ("Plat of Resubdivision") that resubdivides the Subject Property in a manner that will allow the existing five (5) PINS to be reconfigured as three (3) PINS for development and future resale will need to be created, approved prior to closing, and recorded prior to completion of the Project.

9. The Village desires to convey, and the Developer desires to acquire from the Village, subject to the terms and conditions set forth in this Agreement, all of the Village's right, title and interest in the Subject Property in an "AS IS, WHERE IS," condition, including all environmental conditions associated with the soil and groundwater. The Village received a No Further Remediation letter regarding the Subject Property dated November 14, 2012, and recorded on November 29, 2019 as document no. 1233448030.

10. The Developer proposes to improve and develop the Subject Property as follows:

By construction of a mixed-use building with at least two (2) ground-floor commercial units on the corner of 6th Avenue and Madison Street and construction of two (2) multi-family residential housing buildings with four (4) units each on the lots to the south of the corner with a focus on veterans and residents with disabilities.

Collectively, the foregoing are the "Improvements" and the purchase and redevelopment of the Subject Property is the "Project." The estimated total cost of the Project is in excess of FOUR MILLION, THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$4,300,000.00).

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

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

13. On March 2, 2021, the Village President and Board of Trustees of the Village conducted a public hearing relative to the terms, conditions and provisions contained in this Agreement and received a presentation by the Developer regarding its development proposal. At the public hearing, there was an opportunity for proposals from qualified developers for redevelopment of certain land within the Redevelopment Area to be heard.

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

SECTION II – INCORPORATION OF PRELIMINARY STATEMENTS.

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

SECTION III – TRANSFER OF SUBJECT PROPERTY.

1. EFFECTIVE DATE/TERM. This Agreement shall become effective as of the date that the Village President and Village Clerk sign the Agreement below (the "Effective Date"). Once the obligations of the Parties under this Agreement have been fully satisfied for the Project (i.e., construction has been completed as evidenced by the issuance by the Village of a final occupancy permit for the final building), then this Agreement shall terminate only in regard to the development obligations (including, without limitation, the obligations set forth in Sections IV.1. and IV.2. of this Agreement), but the Village-approved zoning relief and special permissions and the applicable provisions of the Village Code shall remain in effect and be enforced, and shall control the operation and maintenance of the Subject Property and the Project for the time period that the Project exists and continues to

operate on the Subject Property, unless the Parties mutually agree to amend this Agreement. In addition, notwithstanding termination, the Developer's obligation to pay taxes, fees and charges per Section IV.2.B., as well as any Village remedies set forth herein for failure to pay same, shall survive termination and continue in full force and effect for a period of five (5) years from the Effective Date of this Agreement. In addition, Sections IV.5.A., IV.5.G., IV.6. and V.2. shall survive termination of this Agreement.

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

3. **PURCHASE PRICE.** The purchase price to be paid by the Developer to the Village for the Subject Property shall be ONE HUNDRED THOUSAND AND 00/100THS DOLLARS (**\$100,000.00**) ("Purchase Price"). The Purchase Price shall be payable as follows: At the time of Closing (as defined herein), the Developer shall pay to the Village the Purchase Price, plus or minus any prorations as provided herein, including a credit for the remaining portion of the Initial Deposit, if any, paid in accordance with Section III.4. below. The Purchase Price and other charges shall be payable at Closing in good funds by wire transfer or cashier's check.

4. **INITIAL DEPOSIT – REIMBURSEMENT OF VILLAGE COSTS.** Developer has made an initial deposit with the Village of TEN THOUSAND AND 00/100THS DOLLARS (\$10,000.00) in the form of a certified check or other certified funds within forty eight (48) hours of the Village's approval of an Ordinance authorizing the sale and this Agreement (the "Initial Deposit"). The purpose of the Initial Deposit is to provide an initial deposit towards the Purchase Price, along with funds to reimburse the Village for fees, costs and expenses incurred in the course of preparing, approving and carrying out this Agreement and the sale of the Subject Property, including but not limited to title and closing costs and fees, survey costs, attorneys' fees, and engineer's fees. Upon termination of this Agreement prior to closing for any reason, Developer shall be entitled to the prompt return of the balance of the Initial Deposit, minus any reimbursement costs incurred by the Village prior to termination. Developer shall receive a credit for the Initial Deposit at closing, but is responsible for payment of all fees, costs and expenses related to approving and carrying out this Agreement, including the sale of the Subject Property, to the extent such fees, costs and expenses exceeded the amount of the Initial Deposit.

5. **TITLE INSURANCE.** Within thirty (30) days of the Effective Date of this Agreement, the Village, at the Developer's cost and expense, shall deliver to the Developer, a title commitment (the "**Title Commitment**") issued by Chicago Title Insurance Company (the "**Title Company**"), in the amount of the Purchase Price, subject only to (i) the exclusions and conditions contained in the Title Commitment; (ii) the restrictions and reservations, if any, contained in the Deed; (iii) utility and drainage easements and such other covenants, easements, restrictions and matters of record; (iv) any additional easements recommended by the Village Engineer to be part of the conveyance; and (v) acts done or suffered by or judgments against the Developer (collectively, the "**Permitted Exceptions**"). If the Title Commitment discloses exceptions to title which are not acceptable to the Developer, (the "**Unpermitted Exceptions**"), the Developer shall have fifteen (15) days from its receipt of the Title Commitment and documents evidencing any and all Unpermitted Exceptions to object to the Unpermitted Exceptions. The Developer shall provide the Village with a title objection letter (the "**Developer's Objection Letter**") listing those matters which are not Permitted Exceptions. The Village shall have thirty (30) days from the date of receipt of the Developer's Objection Letter ("**Village's Cure Period**") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, at Village's sole cost and expense. If the Village fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time (the "**Proforma Title Policy**"), the Developer may elect to either (i) terminate this Agreement, at which time the Developer shall be entitled to have the Initial Deposit, minus any out-of-pocket costs incurred by the Village, returned to the Developer, or (ii) Close taking subject to such Unpermitted Exceptions.

All Unpermitted Exceptions, which the Title Company commits to insure at Village's sole cost and expense, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as therein shown as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If the Developer does not elect to close hereunder, this Agreement shall become null and void without further action of the parties, and the balance of the Initial Deposit shall be returned to the Developer after the Village's out-of-pocket expenses have been paid. At Closing, the Village shall furnish the Developer an Affidavit of Title, Covenant and Warranty in customary form. The Developer shall pay the cost for any later date title commitment and the cost of the Title Company issuing a Proforma Title Policy to the Developer. The Developer may, at its expense, request that the Title Commitment provide for extended coverage. Any specific title endorsements, including a zoning endorsement, requested by the Developer for its owners' policy and/or loan title policy, shall be paid for by the Developer.

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

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

7. **PLAT OF RESUBDIVISION**. At least thirty (30) days prior to Closing, the Developer, or the Village, at the Developer's cost taken from the Initial Deposit, shall order and obtain a Plat of Resubdivision for the Subject Property that resubdivides the Subject Property in a manner that will allow the existing five (5) PINS to be reconfigured as three (3) PINS for development and future resale. Approval of the Plat of Resubdivision by the Board of Trustees of the Village is a precondition to closing. The Plat of Resubdivision shall be recorded, at the Developer's expense, prior to completion of the Project.

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

9. **CONDITION OF THE SUBJECT PROPERTY**. The Village received a No Further Remediation letter regarding the Subject Property dated November 14, 2012, and recorded on November 29, 2019 as document no. 1233448030. The Developer acknowledges that the Subject Property will be conveyed to Developer by the

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

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

The Developer has performed its own environmental testing on the Subject Property, and shall undertake further environmental remediation activities on the Property following Closing and prior to starting construction pursuant to an Illinois Environmental Protection Agency ("IEPA") remediation action plan.

10. **DUE DILIGENCE PERIOD.**

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

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

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

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

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

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

(i) 1002 S. 6th Ave (C-2) Lot 1 - Reciprocal access and use easements will be recorded to allow vehicular access to adjacent parking areas on Lots 2 and 3, as well as the shared use of a trash enclosure on Lots 2 and 3.

(ii) 1002 S. 6th Ave (C-2) Lot 2 & Lot 3 – Rezoning/Zoning Map Amendment - Requesting rezoning anticipated Lots 2 and 3 from C-2 to R-4 Multi-Family Residential Zoning District to match the adjacent R-4 Multi-Family residential zoning in the area.

(iii) Setback relief - Requesting front yard setback relief of 10'-0" to provide a buffer between the parking area and residential buildings at the backs of the property and a transition from the C-2 district to the adjacent R-4 District along South 6th Ave; 25'-0" is required per Table 7-2 of the Maywood Zoning Ordinance; 15'-0" has been provided.

The Village Board, in its sole discretion, will consider and take final action on the above Zoning Relief items and any other requested relief after the Developer completes the zoning application and zoning hearing process. Should the Village fail to approve any portion of the zoning relief necessary for the construction of the Project as outlined herein, or should the Developer fail to accept any conditions placed on such necessary approvals, the Developer may, at its option, choose to amend its submittals and request approval of the amended zoning petition or terminate this Agreement. If the Agreement is terminated under this Section, the Initial Deposit, minus any out-of-pocket costs incurred by the Village, shall be returned to the Developer and the parties shall have no further obligation to each other under this Agreement.

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

12. **COSTS / PRORATIONS.**

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

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

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

(ii) **Miscellaneous.** Except as otherwise provided herein, all other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of the Closing Date. In the event

that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as for example, utility bills), the parties shall prorate on the best available information, subject to adjustment within thirty (30) days of the receipt of the final bill or statement. All prorations are final.

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

- (i) Cost of obtaining any required title curative documents, except for title matters created by or relating to the Developer.
- (ii) Recording fees for releasing or terminating any Unpermitted Exceptions or title curative documents.
- (iii) Recording fees for any easements retained by the Village.

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

- (i) Recording fees for the Deed and this Agreement.
- (ii) Recording fees for any financing documents.
- (iv) In the event that the Developer shall obtain financing for the purchase of the Subject Property, all costs associated with the Developer's financing, including the Developer's lender's loan policy shall be borne by the Developer.
- (v) The premium for a title policy in the amount of the Purchase Price (paid from Developer's Initial Deposit).
- (vi) Survey cost (paid from Developer's Initial Deposit).
- (vii) Reimbursement to the Village of any reasonable fees, costs and expenses as specified in Section III.4. (paid from Developer's Initial Deposit).

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

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

15. CLOSING DATE. The Closing Date for conveyance of the Subject Property shall be concurrent with, or within ninety (90) days of the approval and execution of this Agreement, unless a later date is mutually agreed to by the Parties.

SECTION IV – REDEVELOPMENT OF THE SUBJECT PROPERTY

1. CONSTRUCTION OF IMPROVEMENTS. The Developer shall provide the Village with the Final Plans at least thirty (30) days prior to Closing. The Final Plans shall be attached hereto as GROUP EXHIBIT 3 and

made a part hereof subsequent to the execution of this Agreement and upon approval by the Village. The Final Plans to be submitted by the Developer are subject to the review and approval of the Corporate Authorities of the Village at an open meeting, with recommendations by Village staff, the Village Engineer and the Village Attorney. Approval of the Final Plans by the Village shall not be unreasonably withheld, provided that: (a) the Final Plans are in substantial conformance with the Preliminary Plans and this Agreement, (b) the Project is designed in accordance with the applicable rules, regulations and ordinances of the state, federal, county or local governing bodies, including the Village, subject to any exceptions or variations from such rules, regulations and ordinances, as approved by the Corporate Authorities; and (c) the use of the Subject Property is consistent with the intended use contemplated under this Agreement.

The Developer, subject to force majeure, shall submit a Project remediation action plan to the IEPA within thirty (30) days after Closing and shall initiate environmental remediation, if any, of the Subject Property within ninety (90) days of Closing, subject to IEPA approval of the Project remediation action plan. Environmental remediation of the Subject Property shall be consistent with the intended end use of the Property, and as necessary to construct and operate the Project. Environmental remediation of the Property, if any, shall be at the Developer's sole cost and expense.

The Developer, subject to force majeure, shall initiate construction of the Project on or before ninety (90) days following completion of the IEPA Project remediation action plan. The Project shall be constructed in conformance with the Final Plans which become attached hereto and made a part hereof as **GROUP EXHIBIT 3**, and shall be completed on or before December 31, 2022.

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

A. Completion of the Project. After Closing, the Developer shall use its best efforts to commence and thereafter diligently pursue any necessary environmental remediation and completion of the Project in accordance with the Final Plans to be attached hereto.

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

C. Construction of Buildings. Subject to delays caused by force majeure, the Developer shall, following conveyance of the Subject Property, initiate the Project as described in Section 1.10, and as more specifically described and depicted in the Final Plan documents attached hereto as **GROUP EXHIBIT 3** and made a part hereof.

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

2. ADDITIONAL UNDERTAKINGS ON THE PART OF THE DEVELOPER.

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

B. Real Estate Taxes and Fees. Developer agrees to promptly pay or cause to be paid as the same become due, any and all fees, taxes and governmental charges of any kind that may at any time be lawfully

assessed with respect to the Subject Property, or as otherwise required under the law or this Agreement, including but not limited to any and all real estate taxes and special assessments with respect to the Subject Property, if any. If Developer fails to timely pay real estate taxes and special assessments when due as required by this Agreement, the Village may, following notice and at the sole option of the Village President and Board of Trustees, declare Developer to be in default, in which case the Developer may be obligated to reconvey the entire Subject Property and any improvements thereon back to the Village as further detailed in Section V.1.D. This obligation and the Village's remedy hereunder shall survive termination and be in full force and effect for a period of five (5) years following the effective date of this Agreement. Nothing set forth in this Section IV.2.B. shall be deemed to prohibit Developer from obtaining any real estate tax exemptions with respect to the Subject Property.

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

- (i) Developer agrees to make good faith, commercially reasonable efforts to have its general contractor and subcontractors, to the extent they hire new employees and can include minorities, women and Village residents to work on the Project, hire minorities, women and/or Village residents, during the course of Construction. Nothing in this Agreement shall require the Developer or its contractors or subcontractors to displace any employees in its current work force to achieve the foregoing goal.
- (ii) Notwithstanding the foregoing provisions, Developer shall be entitled to employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.
- (iii) The Developer shall comply with the Illinois Prevailing Wage Act and the federal Davis Bacon Act in regard to the Project, to the extent such compliance is required by its applicable funding sources.
- (iv) The Developer agrees to provide to any of its contractors, and to cause such contractors to provide to each of their subcontractors, a copy of the Minority Business Enterprise/Women Business Enterprise Participation Program description attached to this Agreement as EXHIBIT 4 and made a part hereof. The Developer shall cause the construction contract between itself and the contractor, and each subcontractor for work pursuant to such subcontract on the Project, to contain the agreement of the contractor or such subcontractor, as appropriate, to use good faith efforts to comply with the requirements of EXHIBIT 4, but failure by the contractor or a subcontractor to meet any participation goal because of unavailability of MBE/WBE contractors or suppliers at competitive rates shall neither constitute a default under this Agreement by Developer nor give rise to any action by the Village to the detriment of Developer.

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

3. NO USE OF PROPERTY AS COLLATERAL. Prior to Closing, the Developer shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests or other encumbrances to attach to or to be filed against title to the Subject Property. At or after Closing, the Developer shall not pledge, collateralize or use the Subject Property for purposes of securing any mortgage, loan, lien, debt or other encumbrance for any other project or purpose, except for purposes of securing funds to develop and construct the Project. After completion of construction as evidenced by the issuance of a final occupancy permit by the Village for the Buildings, this Agreement, including this Subsection, shall terminate and the Developer shall be allowed to pledge, collateralize or use the real estate and improvements of the Project for purposes of securing any mortgage, loan, lien, debt or other encumbrance for any other project or purpose. Once the Project is complete and the final

occupancy permit is issued by the Village, this Agreement shall terminate, except for the continuing obligations and covenants set forth in Exhibit 5 (Prohibited Uses) and the Village-approved zoning relief and special permissions and the applicable provisions of the Village Code.

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

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

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

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

- (i) It is not barred from contracting with any unit of State or local government as a result of violating 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*
- (ii) It has not been convicted of, or is not barred for attempting to, rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has the Developer and its officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee been so convicted nor made such an admission.
- (iii) It shall comply with the Illinois Drug Free Work Place Act.
- (iv) It shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights and shall not commit unlawful discrimination and shall agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

- (v) It shall comply with its own written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).
- (vi) It is and will remain an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein.
- (vii) It shall comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).
- (viii) It shall comply with the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).
- (ix) Any construction contracts entered into by the Developer relating to the Project and any additional improvements to the Subject Property shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act and the federal Davis Bacon Act, if applicable.
- (x) The Developer is neither delinquent in the payment of any tax administered by the Illinois Department of Revenue nor delinquent in the payment of any money owed to the Village.
- (xi) It is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, but only to the extent applicable.

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

The Developer shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

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

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

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

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

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

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

E. Village Plan Approval. The Developer recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of the Final Plans, engineering plans and elevations, excavation permits, grading permits, building permits and occupancy permits, and failure on the part of the Village to grant or issue any required permit shall not be deemed as the cause of delay by the Developer under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement. The Village agrees, however, that such approvals and permits shall not be unreasonably withheld, conditioned or delayed.

F. Adequate Funding for Project. The Developer has identified adequate funds in an amount not less than that required to fund the Project, plus the cost of any anticipated and unanticipated contingencies, and shall close on such funding simultaneously with the Closing on the conveyance of the Subject Property, and shall

subsequently utilize such funds to complete the Project in a timely manner in accordance with the terms of this Agreement.

G. Permitted and Prohibited Uses. The commercial portion of the mixed-use building at the corner of 6th Avenue and Madison Street to be constructed on the Subject Property per this Agreement shall be suitable for retail uses or other similar restaurant uses so long as such uses are permitted within a C-2 Pedestrian-Oriented Commercial Zoning District, provided that the Developer (as well as its successors in interest and successor or future owners of record) agree that no portion of the Subject Property shall be used for any uses not permitted in said District without obtaining the proper zoning approvals from the Village, including any necessary special use permits or other required zoning relief. The Developer (as well as its successors in interest and successor or future owners of record) further agree that, at no time during the term of this Agreement or after the completion of the Project, shall such building contain any of the uses listed in Exhibit 5 ("Prohibited Uses"), unless the Corporate Authorities of the Village expressly approve of said uses, which approval may be withheld for any reason. This subsection shall survive the termination of this Agreement and shall be a covenant running with the Subject Property.

6. VILLAGE'S REPRESENTATIONS AND WARRANTIES.

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

SECTION V - GENERAL PROVISIONS.

1. DEFAULT.

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

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

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

D. Reconveyance to Village. In addition to C. above, in the event Developer fails or refuses to develop the Subject Property consistent with the Project as set forth in the Final Plans making up GROUP EXHIBIT 3 or as may be modified by mutual agreement of the parties or fails or refuses to commence environmental remediation, if necessary, within the timelines set forth in Section IV.1. (subject to Force Majeure and weather conditions, substantial completion coupled with continuous progress towards completion, and the mutual agreement of the parties), the Village may terminate this Agreement upon ninety (90) days written notice provided under this

Section V.1., subject to the Developer's right to cure the default during the notice period. In such case, at the sole option and direction of the Village Board, and subject to the rights of Developer's lender(s), if any, Developer shall be obligated to (i) repay to the Village or the applicable taxing body amounts of all taxes, penalties and interest accrued against the Subject Property during the time period owned by the Developer; and (ii) re-convey title to the Subject Property by warranty deed (free and clear of any liens, encumbrances, easements or other conditions of title created by Developer or its agents that would prohibit the Village from acquiring fee simple good, marketable title to the Subject Property) to the Village at no cost to the Village pursuant to the notice of default, as liquidated damages for the default, both parties agreeing that under such circumstances actual damages are difficult to estimate but that repayment of taxes, penalties and interest and reconveyance of the Subject Property, if exercised by the Village, is the best estimate of damages, and the Village shall not have any responsibility for or obligation to pay Developer any other compensation, damages or penalties to Developer for the reconveyance of fee simple title to the Subject Property or improvements made by Developer thereto. Upon reconveyance by Developer, and subject to the rights of Developer's lenders, the Village shall have the right to re-enter and re-possess the Subject Property and those improvements and personal property that are not removed by Developer. The Village specifically acknowledges that any right of re-entry and repossession it may have is entirely subject to and subordinate to any mortgage or any other third party lien holder. The rights of the Village as set forth in this Section V.1.D. shall terminate upon completion of construction as evidenced by the issuance of a final occupancy permit by the Village for the Buildings.

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

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

In addition, the Developer, its successors and assigns shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees may incur from or on account of Developer's use and access to the Subject Property, any soil or groundwater assessments or other tests or surveys of any kind conducted by the Developer pursuant to this Agreement and the construction of the Project, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Developer's activities at the Subject Property. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees will at no time assume responsibility or liability for the actions of Developer or any of the workers or other persons on the Subject Property. As between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees and the Developer, the Developer shall at all times be held solely responsible to all persons on the Subject Property present there because of the Project. The Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees, for any claim, suit or action,

whether or not well founded in fact or in law, which the Developer and the workers have, or may have, arising out of the Project, except to the extent that any contamination occurs as a result of any negligent or willful and wanton acts or omissions actions taken after the date of this Agreement by the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees. The obligations of Developer under this subsection shall survive the termination of this Agreement.

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

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

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

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

To the Developer: Access Health and Housing, LLC
Attention: Kirby Burkholder
President, Social Impact Accelerator, IFF
333 South Wabash Avenue, Suite 2800
Chicago, Illinois 60604
Phone: (312) 596-5117
Email: kburkholder@iff.org

With a copy to:

Charity & Associates, P.C.
Attention: Brandon R. Calvert
20 North Clark Street, Suite 3300
Chicago, Illinois 60602
Phone: (312) 564-4967
Email: Brandon.Calvert@charity-associates.com

AND

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: General Counsel

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

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

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

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

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

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

any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

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

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

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

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

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

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

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

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

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

20. **SCHEDULE OF EXHIBITS.** The following are attached hereto and made a part hereof.

EXHIBIT 1	Legal Description of Subject Property
EXHIBIT 2	Village-Approved Site Plan and Elevation Documents
GROUP EXHIBIT 3	Final Plans

EXHIBIT 4

A copy of the Village of Maywood Minority Business Enterprise/Women Business Enterprise Participation Program

EXHIBIT 5

List of Prohibited Uses

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

VILLAGE:
VILLAGE OF MAYWOOD,
an Illinois Municipal corporation,

DEVELOPER:
Access Health and Housing, LLC
An Illinois limited liability company,

By: _____

By: _____

Name: _____

Name: _____

Title: Village President

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: Village Clerk

Title: _____

DATE EXECUTED BY THE VILLAGE:

DATE EXECUTED BY DEVELOPER:

EXHIBIT 1

(Legal Description of Subject Property)

LOTS 16 THROUGH 20, BOTH INCLUSIVE, AND THE EAST ½ OF THE VACATED ALLEY WEST AND ADJOINING SAID LOTS IN BLOCK 129 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.

ADDRESS: 1102 S. 6th Avenue, Maywood, Illinois 60153

PINS: 15 14-102-009-0000 through 15-14-102-013-0000

GROUP EXHIBIT 2

**SITE PLAN AND ELEVATION DOCUMENTS SHOWING PROPOSED IMPROVEMENTS
ON THE SUBJECT PROPERTY**



1002 6TH AVE - PARKING VIEW

DRAFT-HOT FOR CONSTRUCTION
IFF
333 South Wabash Ave., Suite 2800
Chicago, IL 60604

ACCESS HEALTH & HOUSING

Various Locations
Maywood, Illinois 60153
02/03/21

© 2021 WORN JERABEK WILTSE ARCHITECTS, P.C.
WORN JERABEK WILTSE ARCHITECTS, P.C.
401 West Superior St., Suite 400
Chicago, IL 60654

A4.4



1002 6TH AVE - VIEW FROM STREET

DRAFT-NOT FOR CONSTRUCTION
JFF
333 South Wabash Ave., Suite 2800
Chicago, IL 60604

ACCESS HEALTH & HOUSING

Various Locations
Maywood, Illinois 60153
02/03/21

© 2021 WORN JERABEK WILTSE ARCHITECTS, P.C.
WORN JERABEK WILTSE ARCHITECTS, P.C.
401 West Superior St., Suite 400
Chicago, IL 60654

A4.3



1002 S. 6TH AVE - VIEW FROM CORNER

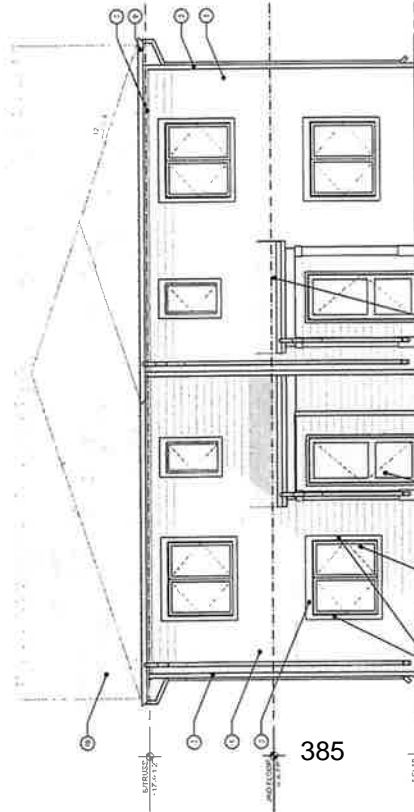
DRAFT—NOT FOR CONSTRUCTION
IFF
333 South Wabash Ave., Suite 2800
Chicago, IL 60604

ACCESS HEALTH & HOUSING

Various Locations
Maywood, Illinois 60153
02/03/21

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Chicago, IL 60654

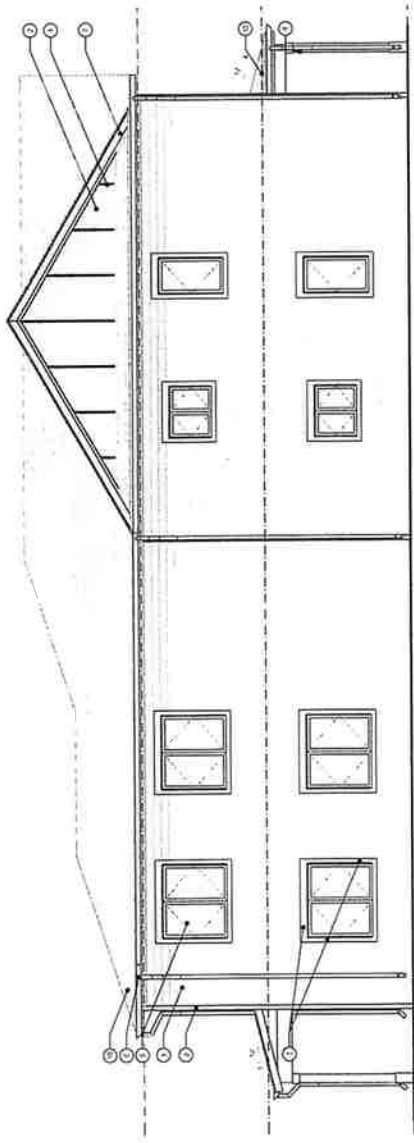
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**BUILDING TYPE 3 -
REAR ELEVATION**

SCALE: 1/8" = 1'-0"

A



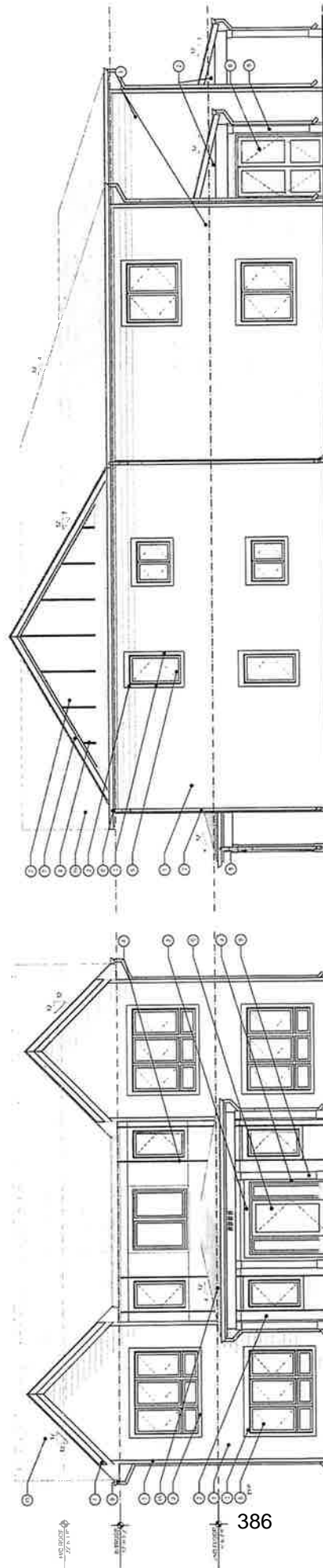
**BUILDING TYPE 3 -
SIDE ELEVATION**

SCALE: 1/8" = 1'-0"

B

ELEVATION MATERIAL KEY

1 - FIBER CEMENT LAP SIDING - JAMES HARDIE "HARDIEPLANK" CEDAR MILL FINISH, 4" EXPOSURE	6 - PRE-FINISHED DOOR
2 - FIBER CEMENT PANEL SIDING - COLOR #1	7 - PRE-FINISHED ALUMINUM FASCIA AND SOFFIT
3 - FIBER CEMENT TRIM BOARD - JAMES HARDIE S4 "HARDIE TRIM" NTS BOARDS, SMOOTH FINISH	8 - PRE-FINISHED ALUMINUM GUTTER AND 4" CORRUGATED RECTANGULAR DOWNSPOUT
4 - EASY TRIM ALUMINUM TRIM - COLOR MATCH TO HARDIE PANEL COLOR	9 - FIBER CEMENT WRAPPED COLUMN AND TRIM
5 - PRE-FINISHED WINDOW UNIT	10 - ASPHALT SHINGLE ROOFING



A BUILDING TYPE 3 -
FRONT ELEVATION

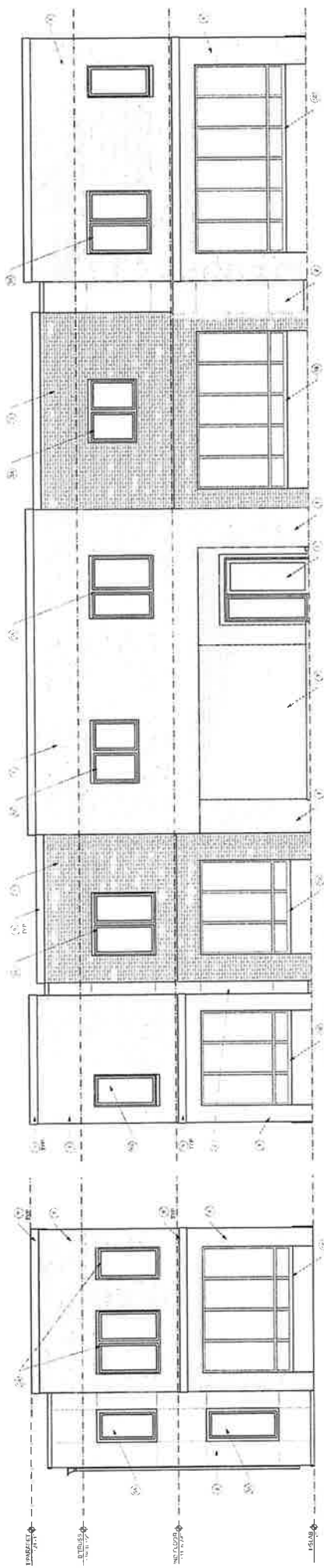
SCALE: 1/8" = 1'-0"

B BUILDING TYPE 3 -
SIDE ELEVATION

SCALE: 1/8" = 1'-0"

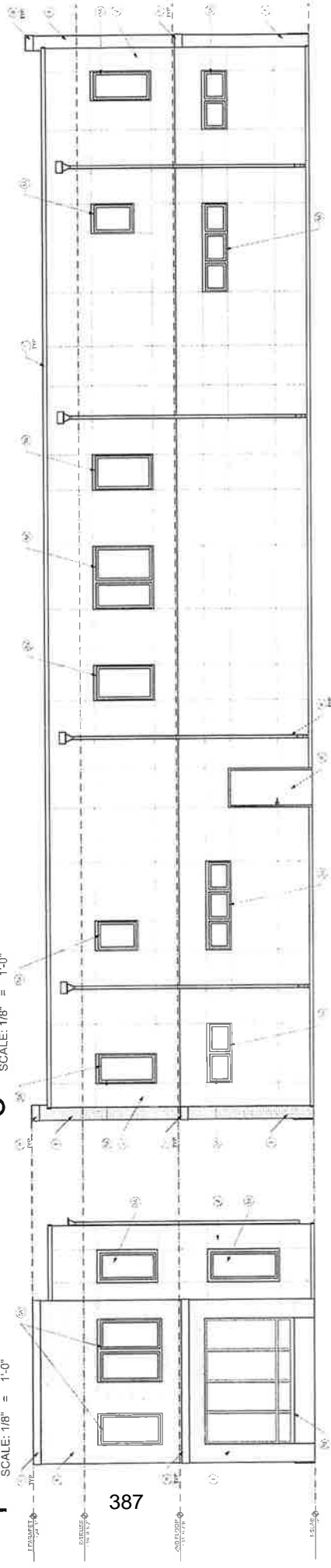
ELEVATION MATERIAL KEY

- | | |
|---|--|
| 1 - FIBER CEMENT LAP SIDING - JAMES HARDIE "HARDIEPLANK" CEDAR MILL FINISH, 4" EXPOSURE | 6 - PRE-FINISHED DOOR |
| 2 - FIBER CEMENT PANEL SIDING - COLOR #1 | 7 - PRE-FINISHED ALUMINUM FASCIA AND SOFFIT |
| 3 - FIBER CEMENT TRIM BOARD - JAMES HARDIE 5/4 HARDIE TRIM IN 1/2 BOARDS, SMOOTH FINISH | 8 - PRE-FINISHED ALUMINUM GUTTER AND 4" CORRUGATED RECTANGULAR DOWNSPOUT |
| 4 - EASY TRIM ALUMINUM TRIM - COLOR MATCH TO HARDIE PANEL COLOR | 9 - FIBER CEMENT WRAPPED COLUMN AND TRIM |
| 5 - PRE-FINISHED WINDOW UNIT | 10 - ASPHALT SHINGLE ROOFING |



1 BUILDING TYPE 2 - FRONT ELEVATION
SCALE: 1/8" = 1'-0"

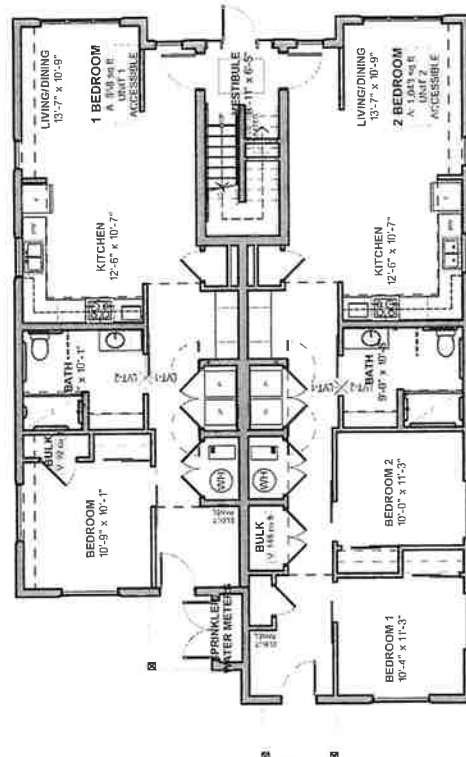
3 BUILDING TYPE 2 - SIDE ELEVATION
SCALE: 1/8" = 1'-0"



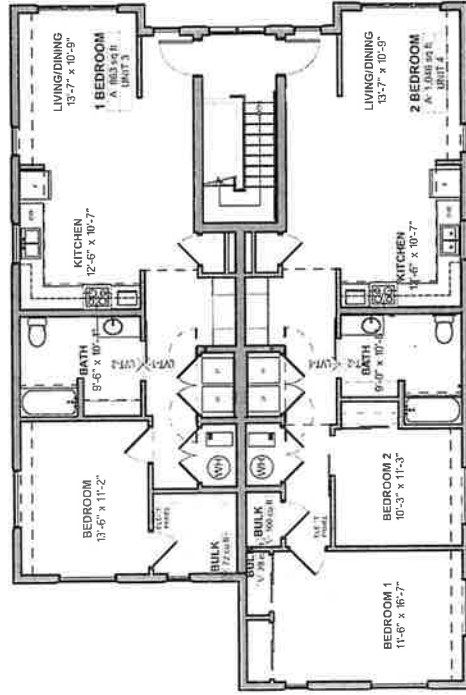
2 BUILDING TYPE 2 - REAR ELEVATION
SCALE: 1/8" = 1'-0"

4 BUILDING TYPE 2 - SIDE ELEVATION
SCALE: 1/8" = 1'-0"

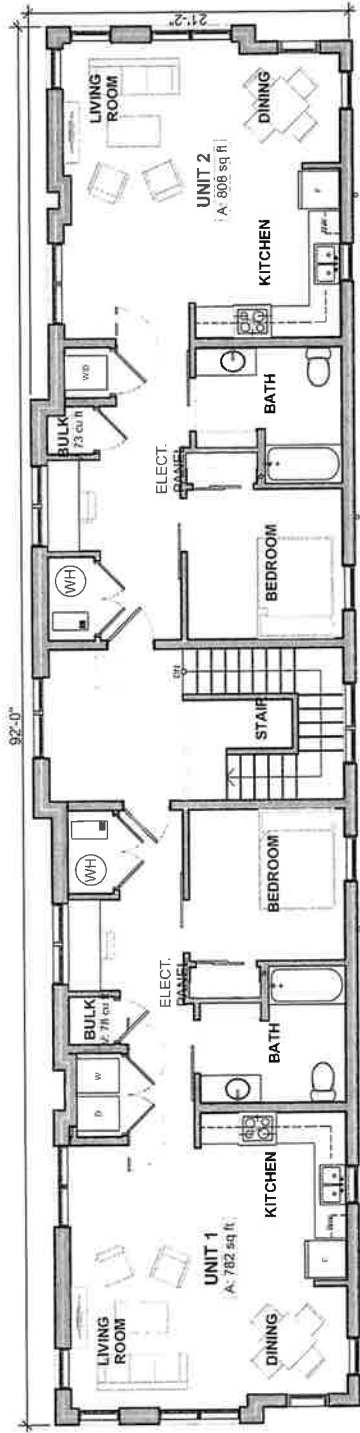
ELEVATION MATERIAL KEY	
1 - STANDARD SIZE FACE BRICK - MANUF., COLOR & TEXTURE BY ARCHITECT	5B - ALUMINUM STOREFRONT WINDOW
2 - FIBER CEMENT PANEL SIDING - COLOR #1 - JAMES HARDIE "HARDIEPANEL" - SMOOTH FINISH	6 - PRE-FINISHED DOOR
3 - FIBER CEMENT SIDING - NICHIIA	7 - PRE-FINISHED ALUMINUM PARAPET COPING CORRUGATED RECTANGULAR DOWNSPOUT
4 - EASY TRIM ALUMINUM TRIM - COLOR MATCH TO HARDIE PANEL COLOR	8 - PRE-FINISHED ALUMINUM SCUPPER AND 4" CORRUGATED RECTANGULAR DOWNSPOUT
5A - PRE-FINISHED WINDOW UNIT	9 - 7 5/8" (H) CAST STONE TRIM/HEAD - SMOOTH FINISH, COLOR BY ARCH.



A 1ST FLOOR PLAN - BUILDING TYPE 3
SCALE: 3/32" = 1'-0"

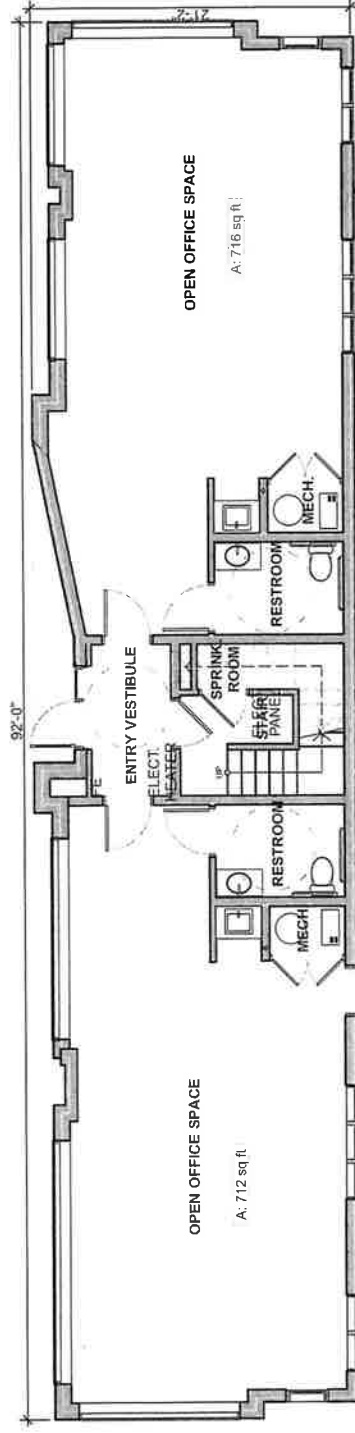


B 2ND FLOOR PLAN - BUILDING TYPE 3
SCALE: 3/32" = 1'-0"



A 2ND FLOOR PLAN - BUILDING TYPE 2

SCALE: 1/8" = 1'-0"



B 1ST FLOOR PLAN - BUILDING TYPE 2

SCALE: 1/8" = 1'-0"

GROUP EXHIBIT 3

APPROVED FINAL PLANS

EXHIBIT 4

VILLAGE OF MAYWOOD

MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE

(MBE/WBE) PARTICIPATION PROGRAM.

Policy and Terms

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

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

- B. The Village hereby establishes the voluntary goal to award 20% of all contracts and/or subcontracts for supplies and services to businesses certified as MBE/WBE.
- C. This voluntary commitment can be met by businesses as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the prime contractor's business or by any combination of the above.

II. Definitions

- A. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill, and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firms and Non-MBE/WBE firms.
- B. "Certified MBE, WBE or Certified Non-MBE/WBE" includes any qualified contractor, subcontractor providing labor, services, products or materials for the Village of Maywood, who has been certified by one of the agencies or programs listed below:
- City of Chicago Department of Purchases, Contracts and Supplies
 - Chicago Regional Purchasing Council
 - Chicago Transit Authority
 - County of Cook
 - Illinois Department of Transportation
 - METRA
 - Pace
 - Women Business Enterprise Initiative Program

III. Procedure to Determine Compliance

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

IV. Waiver of Procedures

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

EXHIBIT 5

LIST OF PROHIBITED USES

AMUSEMENT ARCADES

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

BARBER SHOPS, HAIR SALONS, NAIL SALONS OR BEAUTY SUPPLY STORES, EXCEPT THAT NATIONAL CHAIN BARBER SHOPS, HAIR SALONS BEAUTY OR SUPPLY STORES ARE PERMITTED PROVIDED THAT THE TOTAL OCCUPANCY OF ALL TENANTS UNDER THESE USES DOES NOT EXCEED 3,000 SQUARE FEET

BED AND/OR MATTRESS STORES

BILLIARDS/POOL HALLS

CHILDCARE FACILITIES

CONSIGNMENT SHOPS

CURRENCY EXCHANGES

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

GAS STATIONS

HOTELS, MOTELS

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

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

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

PARTY GOODS STORES

PAY DAY LOAN STORES

REAL ESTATE SALES (PERMITTED ABOVE FIRST FLOOR ONLY)

SHOE REPAIR STORES

SURPLUS MERCHANDISE STORES

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

SWIMMING POOL SALES AND SUPPLY STORES

TATTOO/BODY PIERCING ESTABLISHMENTS

TITLE COMPANY (PERMITTED ABOVE FIRST FLOOR ONLY)

TRAVEL AGENTS (PERMITTED ABOVE FIRST FLOOR ONLY)

TELEMARKETING SERVICES (PERMITTED ABOVE FIRST FLOOR ONLY)

THRIFT STORES

VEHICLE/EQUIPMENT RENTAL STORES

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

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

**A RESOLUTION APPROVING
THE SALE AND REDEVELOPMENT OF REAL PROPERTY
COMMONLY KNOWN AS 1002 SOUTH 6th AVENUE AND
EXECUTION OF A REDEVELOPMENT AGREEMENT REGARDING SAME
(Purchaser / Developer: Access Health and Housing, LLC)**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 2nd day of March, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 2nd day of March, 2021.

I further certify that the roll call vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 2nd day of March, 2021.

Viola Mims, Village Clerk

[SEAL]

Maywood Equity Group LLC

745 McClintock Drive, Suite 110 • Burr Ridge, IL 60527 • Phone 630/669-5678 • Fax 708/356-1404

January 27, 2021

Honorable Mayor Edwenna Perkins
Board of Trustees
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Re: Gateway of Maywood Development - Redevelopment Agreement Modifications
PINS: 15-11-131-010-0000; 15-11-131-011-0000; 15-11-131-012-0000
15-11-131-013-0000; 15-11-131-014-0000; 15-11-131-015-0000
15-11-131-016-0000; 15-11-131-017-0000; 15-11-131-018-0000

Dear Honorable Mayor Perkins and Board of Trustees:

As you are aware, Maywood Equity Group LLC, is the developer under a Redevelopment Agreement, dated January 7, 2019 with the Village for properties associated with the above referenced tax parcel numbers. We have had some issues obtaining third party approvals given COVID-19 and unavoidable extended response times from various governmental agencies. We are ready to close on the property, however, would propose having the Redevelopment Agreement amended to provide for new timing given these issues.

We respectfully request to have the following changes made to the RDA and to have an amendment reflecting same brought to the Board for approval as soon as possible:

1. Immediate Approval by the Board of the drive thru aisle previously submitted and approved by the zoning board. This approval is absolutely critical in finalizing the architectural plans, for the development and thus, we need this as soon as possible to meet our proposed delivery date for final plans noted below.
2. Approval that we can close on the purchase without having to close on our construction loan. We will provide a construction loan commitment from our bank to the Village and evidence of sufficient equity to close to pay for all costs set forth on the budget in excess of the construction loan amount.
3. Developer acknowledges that it will close on the acquisition without the requirement of an IEPA NFR Letter. Please note however, we have received IEPA approval of our intended work and will continue to pursue this post-closing until received.
4. Developer requests that it obtain the following permits and approvals after closing on the acquisition of the Property:
 - a) IDOT
 - b) MWRDGC Permit
 - c) Cook County
 - d) IEPA NPDES Permit

Maywood Equity Group LLC

745 McClintock Drive, Suite 110 • Burr Ridge, IL 60527 • Phone 630/669-5678 • Fax 708/356-1404

- e) IEPA Watermain Permit
 - f) IEPA sanitary permit
 - g) Plat of consolidation/subdivision unless required by title company to issue clean title
5. Developer requests the periods to provide the following be extended as noted below:
- a) Construction budget to be provided by Developer to Village on or before February 5, 2021 and updated 5 days prior to Closing if required due to changes in Final Plans requested by Village
 - b) Final Development Plans (including architectural and engineering) to be provided within 6-8 weeks after receipt of Board's approval of the drive through aisle
 - c) Village to approve or provide comments on submitted plans within 10 days after submittal
 - d) Survey of the Property to be provided by Developer to Village by February 5, 2021.
 - e) In RDA Amendment, Village to provide confirmation that prior zoning variances approved by the Village remain in full force and effect.
6. Since Class 8 has expired, Developer requests a waiver of the requirement to submit Class 8 Application.
7. Developer requests that the Closing Date be extended to that date which is ten (10) business days after the approval of the Final Plans by the Village; provided that all other items set forth in Sections 2 and 5 above have been provided to the Village prior to such date.

We pray you will give your immediate attention to our abovementioned requests as we are eager and motivated to start on the project as soon as physically possible. We look forward to continuing our development relationship with the Village.

Sincerely,

Maywood Equity Group LLC



William L. Paul
Manager

Cc: Brett Paul
Charles H. Walsh Jr.
David Myers
Angela Smith

Village of



MAYWOOD

To: Willie Norfleet, Village Manager

From: David Myers, Director of Community Development

Date: February 25, 2021, Regular Village Board Meeting

Re: Discussion of Maywood Equity Group LLC, requesting modifications to the Redevelopment Agreements (RDA) for (parcel A) and our planned RDA for (parcel C).

Background:

Maywood Equity Group LLC is requesting modifications to the Redevelopment Agreement for (Parcel A, Northwest Corner of 1st and Lake Street and (Parcel C) South-East corner of Ohio and 1st Avenue. Please see the attached email from Mr. William Paul, President of Xsite Real Estate dated January 27, 2021.

Developments at First & Lake Street and First & Ohio, Maywood, IL

Bill Paul <bpaul@xsiterealestate.com>

Wed 1/27/2021 11:25 AM

To: Edwenna Perkins <eperkins@maywood-il.org>

Cc: Valerie Haugh JD <v.haugh@haughlawgroup.com>; Brett Paul <brettpaul@xsiterealestate.com>; Charles H. Walsh Jr. <chwalshjr@ameritech.net>; David Myers <dmyers@maywood-il.org>; Angela Smith <asmith@maywood-il.org>

📎 2 attachments (1 MB)

Letter Maywood Mayor Perkins Parcel A Modification 1.27.2021.pdf; Letter Maywood Mayor Perkins Parcel C Modification 1.27.2021.pdf;

Honorable Mayor Perkins: I've attached two letters, being sent to you via regular mail, from our group, Maywood Equity Group LLC, requesting modifications to our RDA (parcel A) and our planned RDA (parcel C). We are as committed as ever to redevelop these two parcels and hope we can be included on the board meeting agenda, with hopes the Maywood Board will approve our modification and plan to develop both parcels. We are ready to close on both parcels and hope your board will realize the tremendous benefits both financially as well as community enhancements. We've asked for no economic incentives for either site.

We've appreciated working with you and staff on these projects and see your commitment to better your community. These have been trying time across the country. We hope these projects show Maywood, in spite of these times, is a progressive community and one that companies like ours is welcome.

--



William L Paul, President

Xsite Real Estate, Inc.

745 McClintock Drive, Suite 110

Burr Ridge, IL 60527

630.669.5678

bpaul@xsiterealestate.com