



**SPECIAL VILLAGE BOARD MEETING  
OF THE BOARD OF TRUSTEES  
VILLAGE OF MAYWOOD  
TUESDAY, MAY 4, 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](mailto:cthompkins@maywood-il.org) or [tpavlik@maywood-il.org](mailto:tpavlik@maywood-il.org) and/or faxing to (708) 681-8818.**

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

**Live Stream at Village Website Home Page: Go to [www.maywood-il.org](http://www.maywood-il.org) and Click "Video On Demand". 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. **APPROVAL OF MINUTES FOR SPECIAL BOARD MEETING OF THE BOARD OF TRUSTEES, TUESDAY, APRIL 20, 2021.** 4
6. **OATHS, REPORTS, PROCLAMATIONS, ANNOUNCEMENTS AND APPOINTMENTS**
7. **FINANCE MANAGEMENT REPORT(S):**
  - A. Approval of Village of Maywood Warrant List No. 200512 through April 29, 2021 in the amount of \$452,541.90. 10
8. **MAYOR'S REPORT AND THEME: "A SHIFT IS COMING, THINGS ARE CHANGING IN OUR FAVOR, WHEN THE PEOPLE GET A MIND TO WORK"**
9. **PUBLIC COMMENT:**
10. **VILLAGE MANAGER'S REPORT:**
  - A. Presentation by Petitioners Architect Jacob Karamol and Attorney Peter Tsantilis regarding 1900 South Maywood requesting a Class 6b Tax Incentive for the subject property based on new construction and substantial rehabilitation. (Community Development) 15
  - B. Consideration and approval regarding an application (Exhibit 1) submitted by Mr. Paz, the owner of 717 South 7th Avenue for purchase of the Village Owned Property located at 715 South 7th Avenue under the terms and conditions of the Adjacent Neighbor Land Acquisition Program (ANLAP) program for \$500.00. (Community Development) 83
  - C. Discussion Concerning Opening Up the Village of Maywood Facilities, Parks and Outdoor Activities as it Relates to the Restore Illinois Phase 4 Guidelines. 95
  - D. Consideration to acknowledge Village of Maywood Fire Department Personnel pursuant to receiving Letter of Commendation for firefighters: Doug Hardtke, Phil Brooke, Hrvoje Zolo and Anthony Jackson. 106

E. A review of Madison Street - Fifth Avenue Tax Increment Finance District Report by Village Manager, Willie Norfleet.	111
<b>11. VILLAGE ATTORNEY REPORT:</b>	
A. Status Memo dated April 28, 2021 from Klein, Thorpe and Jenkins, Ltd. regarding Resolution of Tie Vote for Third Trustee Seat, Appointment of New Trustee to Fill Remainder of Four (4) Year Trustee Term Held By Former Trustee Booker, Eligibility Requirements and Voting Requirements.	114
B. Status Memo dated April 28, 2021 from Klein, Thorpe and Jenkins Ltd. regarding Maywood Matching Grant Facade Program, Enacting a Moratorium on Certain Businesses and Adopting Zoning Regulations on Certain Businesses.	120
<b>12. OMNIBUS AGENDA ITEMS:</b>	
A. Approval of payment to Allied Waste Service for garbage service for the month of March 2021 for the Village of Maywood in the amount of \$161,479.42.	129
B. Approval of payment to Blue Cross Blue Shield for Health Insurance Premiums for the month of May 2021 for the Village of Maywood employees in the amount of \$265,892.80.	133
C. Approval of payment to Christmas Decor Systems for 2020 Annual Holiday Decoration Lease for the Village of Maywood Public Works Department in the amount of \$17,550.00.	135
D. Approval of payment to City of Chicago Department of Finance-Utility Billing for water services provided to the Village of Maywood from January 20, 2021 to March 25, 2021 in the amount of \$532,622.35.	137
E. Approval of payment to Hancock Engineering Company for engineering services rendered for the Village of Maywood Public Works Department pursuant to Washington Boulevard, Phase II Engineering in the amount of \$21,664.71.	142
F. Approval of payment to Municipal Employee V.E.B.A. Trust for Health and Dental Insurance for the month of April 2021 for the Village of Maywood in the amount of \$104,403.90.	145
G. Approval of payment to T.P.I. for Plumbing and Building Inspections for the Village of Maywood Code Enforcement Department in the amount of \$13,447.00.	147
H. Approval of payment to Tyler Technologies for MyCivic Citizen Engagement for year 04/01/2021 to 03/31/2022 for the Village of Maywood in the amount of \$11,000.00.	154
I. Approval of payment to Village of Melrose Park for Water Services provided to the Village of Maywood January 20, 2021 to February 19, 2021 in the amount of \$59,281.60.	156
<b>13. NEW BUSINESS ITEM(S):</b>	
A. Discussion and Approval of the Cable Television Franchise Agreement by and Between the Village of Maywood and Comcast of California/Colorado/Illinois/Indiana/Michigan, LP	159
B. Discussion and Approval to move the May 18, 2021 Regular Village Board of Trustees Meeting to Proviso East High School Auditorium for the Swearing-in Ceremony for the new Elected Officials.	177
<b>14. OLD BUSINESS ITEM(S):</b>	
A. Consideration and action on: ORDINANCE NO. CO-2021-_____: AN ORDINANCE AUTHORIZING AND APPROVING CERTAIN EXPENDITURES FROM THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE VILLAGE'S SHARE OF A FACADE IMPROVEMENT PROJECT (Window, Tuckpointing and Door Facade Improvements by Mohmmad Musa d/b/a Sharks Fish & Chicken at 100 West Madison Street, Maywood, Illinois), with a cover memo dated April 28, 2021 from Klein, Thorpe and Jenkins, Ltd.	178
<b>15. BOARD OF TRUSTEES COMMENTS:</b>	
<b>16. FOR DISCUSSION ONLY ITEM(S): None</b>	
<b>17. CLOSED MEETING SESSION:</b>	

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

18. **ADJOURNMENT**

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

**The above Public Meeting restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and Illinois Governor Disaster Proclamation dated April 2, 2021 (Restore Illinois Plan), and Executive Order 2021-06 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. 76, as amended.**

**VILLAGE OF MAYWOOD  
BOARD OF TRUSTEES  
SPECIAL BOARD MEETING MINUTES  
TUESDAY, APRIL 20, 2021**

Call to Order

The Special Board Meeting of Tuesday, April 20, 2021 was called to order by Mayor Edwenna Perkins at 7:01 p.m. in the Council Chambers at 125 South 5<sup>th</sup> Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Viola Mims, Village Clerk, the following answered Present: Mayor Edwenna Perkins, Trustees I. Brandon, M. Jones (via zoom), A. Sanchez (7:06 p.m.), K. Wellington (via zoom) and N. Booker (7:06 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  
John West, Public Works Director  
Craig Bronaugh Jr., Fire Chief  
Valdimir Talley Jr., Police Chief  
Elijah Willis, Deputy Police Chief  
Angela Smith, Coordinator of Business Development  
William Peterhansen, Village Engineer  
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 Meeting of the Board of Trustees on Tuesday, March 16, 2021.

Motioned by Trustee Brandon and Seconded by Trustee Sanchez to approve Special Board Meeting minutes of March 16, 2021.

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:

1. Mr. Norfleet announced a Townhall Meeting on April 22, 2021 at 7 p.m. at Council Chambers 125 S 5<sup>th</sup> Avenue, Big Item Clean Up via Republic Services on Tuesday, April 27 and Wednesday, April 28, and the First Dose of the Pfizer Vaccination for ages 16 and up at the 200 S. 5<sup>th</sup> Avenue on April 21 and April 23, 2021 by online registration at [bit.ly/CERCL](https://bit.ly/CERCL) (COVID Equity Response Collaborative Loyola).
2. Mr. West explained the regulations for yard waste pick-up (branches in tied bundles 2 ft. by 4 ft., remove nails from construction materials, etc., and non-acceptable items including electronics. Electronics disposal will be addressed in the future. Mr. Norfleet mentioned using the paper bags for yard waste.

- 3. Trustee Booker announced Village Pride-Village Wide starting April 24, 2021 from 9 a.m. to 1 p.m. at the Veteran’s Park Gazebo.

Finance Management Report(s):

- A. Approval of Village of Maywood Warrant List No. 200511 through April 14, 2021 in the amount of \$1,438,633.11.

Motioned by Trustee Booker 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 pursuant to the Village of Maywood Open Invoices Report as of April 14, 2021 in the amount of \$515.13.

Information Only

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

- A. Consideration to appoint Tywana Rand as chairperson of the Beautification Commission to fill the vacant appointment.

Trustee Brandon commented that the Committee is responsible for choosing the Chairperson. Mayor Perkins responded she verified that she could make the decision.

Motioned by Trustee Booker to table until the new mayor takes seat. Died due to lack of a second.

No Action Taken

Public Comments: None

- \* Mr. Norfleet, Mayor Perkins and the Board of Trustees recognized and presented awards to President Toni Preckwinkle (via zoom), Commissioner Brandon Johnson (via zoom) and Joseph Alexander Douglas (in person).

Village Manager’s Report:

- A. Discussion and consideration concerning not passing the proposed 1.1% Water Rate Increase from the City of Chicago effective June 1, 2021 to the Village of Maywood water users.

Mr. Norfleet explained there has not been an increase in water rates since January 2015. Trustee Brandon recognized Mr. Norfleet and staff for their efforts to reach this goal.

Motioned by Trustee Sanchez 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

- B. Discussion and consideration regarding Public Works Department requesting approval to purchase a new used Hot Box. Bonnell Industries has provided a quote for a refurbished used STEPP Hot Patch Trailer to replace the previous unit in the amount of \$8,000.

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

- C. Discussion and consideration regarding Public Works Department requesting approval of a new John Deere Z950M ZTraks. Shorewood Home and Auto, a John Deere dealer has provided a quote utilizing state bid pricing for two (2) new Z950M machines to replace the department's Kubota ZG327 and Bobcat XRZ 62 mowers. The cost amount is \$18,187.82 and \$14,000.

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

- D. Discussion and consideration regarding the Village of Maywood Façade Improvement Program for local business located at 100 West Madison St., Maywood, IL 60153. The building will consist of 1800 sq. ft. of Commercial on the ground floor with 1800 sq. ft. of residential apartments above. This will be a reduction from the Madison TIF Fund of \$25,000.00. (Presenter: Angela Smith, Coordinator of Business Development).

Ms. Smith explained zoning for the project is appropriate. Discussion ensued.

Motioned by Trustee Brandon and Seconded by Trustee Sanchez to table until the attorney responds.

Discussion: None

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

Nays: Mayor Perkins

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

#### Village Attorney Report

- A. Memo dated April 14, 2021 from Klein, Thorpe and Jenkins, Ltd. regarding Village Board Turnover and Oaths of Office based on April 6, 2021 Municipal Elections.

Information Only

## Omnibus Agenda Items:

Motioned by Trustee Booker and Seconded by Trustee Sanchez to approve the Omnibus Agenda Items A – U: *with the exception of Item L.*

**A.** An Ordinance Amending the Village of Maywood Zoning Map to Rezone Certain Real Property Located at 109 and 115 South 9th Avenue, Maywood, currently Designated as R-3 Two Family Residential Zoning District to BIP Business Industrial Park/Flex Zoning District and Granting a further Parking Variation for a Building Expansion on Real Property located at 105 South 9th Avenue (a/k/a 810 St. Charles Road), Illinois (Petitioner / Property Owner: AVW Equipment Company, Inc.). **B.** An Ordinance Authorizing and Approving Certain Expenditures from the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area Fund and Water System and Garbage Enterprise Funds to pay for the 2021 First Avenue Water Main Improvements Project and Award of Contract to low bidder Swallow Construction Corporation (Low Bid Contract Price: \$1,911,966.00). **C.** An Ordinance Authorizing Certain Expenditures from the General Fund and the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area Fund to pay for the Televising and Cleaning of Certain Sewers and Award of Contract to low bidder National Power Rodding Corporation (Project: Televising and Cleaning of Certain Combined Sewers for the 2021 Capital Improvements Project). **D.** A Resolution Approving the Execution of a Redevelopment Agreement and the Sale and Redevelopment of Real Property Commonly Known as 1 South 21st Avenue Pursuant to the Maywood Tax Reactivation Program (Purchaser: Juan Tinajero), with the draft Redevelopment Agreement attached as an exhibit. **E.** A Resolution Authorizing and Approving the Execution of a Subrecipient Agreement for the 2020 Community Development Block Grant Program Year (Project: Warren Street Roadway Improvements - Warren Street from the West Village Limits to 19th Avenue), with the draft Redevelopment Agreement attached as an exhibit. **F.** A Resolution Authorizing the Approval and Execution of a Professional Services Agreement Between the Village of Maywood and the Edwin Hancock Engineering Company to Perform Phase II Preliminary And Design Engineering Services And Phase III Construction Engineering Services For Certain 2021 Alley, Roadway And Water Main Improvements And For Appropriation and Expenditure of Madison Street / 5th Avenue TIF District Funds, General Funds and Water System and Garbage Enterprise Funds to pay for such Engineering Services. **G.** Statement for Legal Services for February 2021 Pertaining to General Matters, in the amount of \$2,869. **H.** Statement for Legal Services for February 2021 Pertaining to Employment and Labor Matters, Economic Redevelopment Matters and Miscellaneous Matters, and Litigation Matters, in the total amount of \$27,387.68. **I.** Approval of payment to Alliant (Mesirow Insurance Service for Premium Finance Agreement for General Liability Premium down payment for the Village of Maywood in the amount of \$170,000. **J.** Approval of payment to Blue Cross Blue Shield for Health Insurance Premiums for the months of February 2021 - April 2021 in the amount of \$858,051.87. **K.** Approval of payment to Cargill Salt Road Safety for salt purchased for the Village of Maywood Public Works Department in the amount of \$102,179.65. **M.** Approval of payment to Cook County Land Bank Authority for acquisition fee for conveyance to the Village of Maywood property located at 30 West Madison, Maywood, IL in the amount of \$7,500. **N.** Approval of payment to Fleet Services for Retail Fuel Purchases for the Village of Maywood in the amount of \$53,791.56. **O.** 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 \$83,802.99. **P.** Approval of payment to Mid-American Water, Inc. for the purchase of hydrants/repair clamps for the Village of Maywood Public Works Department in the amount of \$10,526.78. **Q.** Approval of payment to Municipal Employee V.E.B.A. Trust for health and dental insurance for the month of March and April 2021 in the amount of \$209,395.26. **R.** Approval of payment to Union Pacific Railroad Company for the Water Main Construction for Village of Maywood in the amount of \$166,608.34. **S.** Approval of payment to Village of Melrose Park for water services provided January 20, 2021 to February 19, 2021 to the Village of Maywood in the amount of \$62,323.10.

T. Approval of payment to Wigits Truck Center for the repair/parts/labor/service to Unit 2116 for the Village of Maywood Public Works Department in the amount of \$6,730.69. U. Approval of payment to Accu-tron Computer Service for computer consulting services for the month of April 2021 in the amount of \$6,300.00.

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

**Pulled items:**

L. Approval of payment to Christmas Decor Systems for three (3) Year Holiday Decoration Lease 2020, 2021 and 2022 in the amount of \$17,550.00.

Motioned by Trustee Booker and Seconded by Trustee Sanchez to table to the community engagement commission for review and actually provide recommendation for 2021 and 2022 Christmas expenses.

Discussion: None

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

Nays: Mayor Perkins

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

**New Business:**

A. Consideration and action on: Ordinance Amending Section 70.22 (License Fees) of the Maywood Village Code relative to Vehicle Sticker costs.

Mayor Perkins made comments. Ms. Satchell responded the request is to update the ordinance to match the current process being used.

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

Discussion: None

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

Nays: Mayor Perkins

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

**Old Business**

A. Discussion and consideration regarding First and Lake Development. (Trustee N. Booker)

Mr. Norfleet pulled this item.

**Board of Trustee Comments/Information:**

- Trustee Jones made comments regarding consideration of a moratorium related to business types and the efforts for Fred Hampton House
- Trustee Booker requested an update for the park districts. Attorney Jurusik responded.
- Trustee Brandon update on the property at 5<sup>th</sup> and Roosevelt Road. Attorney Jurusik responded.
- Mayor Perkins made comments regarding Village businesses.

For Information Only – None

Closed Meeting Session will be discussed and opened via a separate Zoom Link for security purposes.

- A. Pending Litigation per 5 ILCS 120/2(c)(11)
- B. The establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self-insurance pool of which the public body is a member (5 ILCS 120/2(c)(12)).

Adjournment of the Special Board Meeting - Motioned by Trustee Booker and Seconded by Trustee Brandon to adjourn the Special Board Meeting at 8:29 p.m. with a roll call of the Board.

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Edwenna Perkins, Mayor

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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
104719	PITNEY BOWES	EQUIPMENT RENTAL 8/30-11/29	FINANCE	886.65
Total 104719:				886.65
104720	PITNEY BOWES INC	RELAY INSERTING SYSTEM	POLICE	310.21
Total 104720:				310.21
104721	ALLIED WASTE SERVICES	P/U & GARBAGE DISPOSAL JAN 2021	WATER COLLECTIONS	154,895.00
Total 104721:				154,895.00
104722	American Heart Association, Inc.	FIR-CPR BOOKS	FIRE	170.00
Total 104722:				170.00
104723	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	329.70
104723	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	357.92
Total 104723:				687.62
104724	CHRISTOPHER BROWN	P&F-MEETING 4/8/2021	POLICE & FIRE COMMISSION	150.00
Total 104724:				150.00
104725	CITY OF CHICAGO-	ACCT #432532-432532 12/15-1/20/21	WATER COLLECTIONS	137,193.05-
Total 104725:				137,193.05-
104726	COPS TESTING SERVICE	P&F-PRE-EMPLYMNT POLYGRAPH	POLICE & FIRE COMMISSION	160.00
104726	COPS TESTING SERVICE	P&F-PRE-EMPLYMNT POLYGRAPH	POLICE & FIRE COMMISSION	160.00
104726	COPS TESTING SERVICE	P&F-ENTRANCE EXAMS	POLICE & FIRE COMMISSION	1,000.00
104726	COPS TESTING SERVICE	PAY PAL CREDIT	POLICE & FIRE COMMISSION	479.09-
Total 104726:				840.91
104727	EDWIN HANCOCK ENGINEERING CO	FIRST AVENUE WATER MAIN IMPROVEME	TIF ADMINISTRATION	2,580.00
104727	EDWIN HANCOCK ENGINEERING CO	2020 GREEN INFRASTRUCTURE ALLEYS (	PUBLIC WORKS	560.00
104727	EDWIN HANCOCK ENGINEERING CO	COMED WATER INFRASTRUCTURE LEAK	WATER & SEWER MAINTENANCE	143.00
104727	EDWIN HANCOCK ENGINEERING CO	2021 GRANT APPLICATION	PUBLIC WORKS	2,717.00
104727	EDWIN HANCOCK ENGINEERING CO	2020 LMO-2 WATER LOSS REPORTING	WATER & SEWER MAINTENANCE	929.50
104727	EDWIN HANCOCK ENGINEERING CO	UPPR/METRA 3RD RAIL - CONSTRUCTIN E	PUBLIC WORKS	286.00
104727	EDWIN HANCOCK ENGINEERING CO	10TH AVE. AND ROOSEVELT RD EMERGEN	TIF ADMINISTRATION	1,550.00
104727	EDWIN HANCOCK ENGINEERING CO	SURFACE TRANSPORTATION PROG (STP)	PUBLIC WORKS	858.00
104727	EDWIN HANCOCK ENGINEERING CO	COOK COUNTY WATER MAIN IMPROVEME	TIF ADMINISTRATION	429.00
Total 104727:				10,052.50
104728	ENTENMANN-ROVIN CO	POL-BADGES	POLICE	296.50
104728	ENTENMANN-ROVIN CO	POL-BADGES	POLICE	439.50
Total 104728:				736.00
104729	GENE WASHINGTON	P&F-MEETING 4/8/2021	POLICE & FIRE COMMISSION	150.00
Total 104729:				150.00
104730	JAMES T BREWER	P&F-MEETING 4/8/2021	POLICE & FIRE COMMISSION	150.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104730:				150.00
104731	JOE SWILLEY	REFUND OVERPAYMENT *1231 S 20TH	WATER COLLECTIONS	210.53
Total 104731:				210.53
104732	LORENZO DEL RIO	REFUND OVERPAYMENT OF WATER *1402	WATER COLLECTIONS	526.62
Total 104732:				526.62
104733	MAYWOOD PUBLIC LIBRARY	PERSONAL PRPTY RPLCMNT JAN 2020-JA	FINANCE	64,927.36
Total 104733:				64,927.36
104734	NATHANIEL JEFFRIES	REFUND STICKER PURCHASED	CORPORATE	30.00
Total 104734:				30.00
104735	OM SAI Hospitality LLC	TRAINING	POLICE	64.31
Total 104735:				64.31
104736	OTIS ELEVATOR COMPANY	2019 ELEVATOR SERVICE	PUBLIC WORKS	1,614.60
104736	OTIS ELEVATOR COMPANY	SAFETY HOIST INSTALLATION 2017	PUBLIC WORKS	1,800.00
Total 104736:				3,414.60
104737	PAYLESS AUTO BODY	POL-109-REPLACE BATTERY	POLICE	243.24
104737	PAYLESS AUTO BODY	POL-114-REPLACE TENSIONER BELT	POLICE	277.00
104737	PAYLESS AUTO BODY	POL-MP14635-COOLING FAN ASSY/MOUNT	POLICE	546.58
104737	PAYLESS AUTO BODY	POL-149-REPLACE BATTERY/CUT KEY	POLICE	416.50
104737	PAYLESS AUTO BODY	POL-RADIATOR ASSY/ENG OIL/TIE ROD	POLICE	1,780.00
Total 104737:				3,263.32
104738	ROD OUTS LLC	FIR-ROD SEWER LINE *700 ST.CHR	FIRE	350.00
Total 104738:				350.00
104739	RONEY RILEY	P&F-MEETING 4/8/2021	POLICE & FIRE COMMISSION	150.00
Total 104739:				150.00
104740	SUN-TIMES MEDIA	LEGAL ADS	COMMUNITY DEVELOPMENT	4,620.00
104740	SUN-TIMES MEDIA	LEGAL ADS	COMMUNITY DEVELOPMENT	844.00
Total 104740:				5,464.00
104741	VOYA INSTITUTIONAL TRUST CO.	5% CONTRIBUTION *W.NORFLEET	VILLAGE MANAGER	306.03
Total 104741:				306.03
104742	WAYNE WELCH	P&F-MEETING 4/8/2021	POLICE & FIRE COMMISSION	200.00
Total 104742:				200.00
104743	ACCUTRON	COMPUTER CNSLTING SVCS *APR 2021	MANAGEMENT INFORMATION SYSTE	6,300.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104743:				6,300.00
104744	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 4/5-4/16	POLICE & FIRE COMMISSION	800.00
Total 104744:				800.00
104745	CARGILL, INCORPORATED	PW-BULK SALT PURCHASE	MOTOR FUEL TAX	8,308.21
104745	CARGILL, INCORPORATED	BULK SALT PURCHASE	MOTOR FUEL TAX	6,590.17
104745	CARGILL, INCORPORATED	BULK SALT PURCHASE	MOTOR FUEL TAX	21,957.03
104745	CARGILL, INCORPORATED	BULK SALT PURCHASE	MOTOR FUEL TAX	11,164.64
104745	CARGILL, INCORPORATED	PW-BULK SALT PURCHASE	MOTOR FUEL TAX	9,250.39
104745	CARGILL, INCORPORATED	BULK SALT PURCHASE	MOTOR FUEL TAX	13,046.05
104745	CARGILL, INCORPORATED	PW-BULK SALT PURCHASE	MOTOR FUEL TAX	9,783.79
104745	CARGILL, INCORPORATED	PW-BULK SALT PURCHASE	MOTOR FUEL TAX	15,964.40
104745	CARGILL, INCORPORATED	BULK SALT PURCHASE	MOTOR FUEL TAX	6,114.97
Total 104745:				102,179.65
104746	EDWENNA PERKINS	REIMB.TOWN HALL MEETING	PRESIDENT & TRUSTEES	95.02
Total 104746:				95.02
104747	M.A.B.A.S. DIVISION XX	2021 MEMBERSHIP DUES	FIRE	6,000.00
Total 104747:				6,000.00
104748	MAYWOOD FIREFIGHTER FOREIGN	2% FOREIGN FIRE INSURANCE	CORPORATE	37,103.40
Total 104748:				37,103.40
104749	MESIROW INSURANCE SERVICES	GENERAL LIABILTY DOWNPAYMENT INS	HUMAN RESOURCES	170,000.00
Total 104749:				170,000.00
104750	NATIONAL BUSINESS FURNITURE, LL	OFFICE FURNITURE	VILLAGE MANAGER	811.00
Total 104750:				811.00
104751	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	FIRE	1,326.00
Total 104751:				1,326.00
104752	PUBLIC SAFETY DIRECT, INC.	POL-122-PARTS/LABOR	POLICE	1,072.99
Total 104752:				1,072.99
104753	THERESA WILSON DBA	FOOD *TOWN HALL MEETING 3/25/2021	PRESIDENT & TRUSTEES	60.00
Total 104753:				60.00
104754	VJOLLCA SULKOLLARI	ESCROW RELEASE 34 S 19TH 2W		1,100.00
Total 104754:				1,100.00
104755	WIGIT'S TRUCK SERVICE	ENLOADER BRAKE SYSTEM REPAIR	PUBLIC WORKS	6,730.69

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104755:				6,730.69
104756	ILLINOIS FIRE & POLICE	POL-SPRING SEMINAR *V.TALLEY	POLICE	550.00
Total 104756:				550.00
104757	UNIQUE DESIGN APPAREL	VILLAGE WIDE VILLAGE PRIDE *SHIRTS	SPECIAL EVENT REVENUE	1,435.00
Total 104757:				1,435.00
104758	WILLIE NORFLEET	REIMB.FUEL PURCHASED	VILLAGE MANAGER	50.00
104758	WILLIE NORFLEET	REIMB.COVID GIFT CARDS	VILLAGE MANAGER	848.60
Total 104758:				898.60
104759	COMCAST	410 MAIN ST-PHONE 01/13/21-02/12/21	PUBLIC WORKS	124.35
Total 104759:				124.35
104760	COMCAST	POL-INTERNET SVC 1/12-2/11/2021	POLICE	665.74
104760	COMCAST	POL-INTERNET SVC 2/12-3/11/2021	POLICE	665.74
Total 104760:				1,331.48
104761	COMCAST	FIRE-PHONE SVC 3/22-4/21	FIRE	436.01
Total 104761:				436.01
104762	COMCAST	P/S-INTERNET/PHONE 01/07/21-02/06/21	PUMP STATION OPERATIONS	222.31
Total 104762:				222.31
104763	COMCAST	300 OAK STREET 01/11/21-02/10/21	PARKS & RECREATION	273.95
Total 104763:				273.95
104764	PURCHASE POWER	POSTAGE REPLENISHMENT *FIRE	FIRE	9.55
104764	PURCHASE POWER	POSTAGE REPLENISHMENT-CODE	CODE ENFORCEMENT	73.70
104764	PURCHASE POWER	POSTAGE REPLENISHMENT-HR	HUMAN RESOURCES	.50
104764	PURCHASE POWER	POSTAGE REPLENISHMENT-VEHICLE MAIL	FINANCE	1,060.00
Total 104764:				1,143.75
104765	READY REFRESH BY NESTLE	FINANCE-EQUIPMENT RENTAL	FINANCE	257.62
Total 104765:				257.62
104766	SHRED - IT US JV LLC	POL-DOCUMENT SHRED SERVICE	POLICE	459.82
104766	SHRED - IT US JV LLC	POL-DOCUMENT SHRED SERVICE	POLICE	289.47
104766	SHRED - IT US JV LLC	POL-DOCUMENT SHRED SERVICE	POLICE	250.28
Total 104766:				999.57
104767	COMCAST	300 FRED HAMPTON WAY 2/11/21-3/10/21	PARKS & RECREATION	547.90
Total 104767:				547.90

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Grand Totals:				<u>452,541.90</u>

VILLAGE OF MAYOOD

Warrant List #200512 through April 29, 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

Village of



**MAYWOOD**

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

**COMMUNITY DEVELOPMENT**

To: Willie Norfleet Jr., Village Manager

From: David Myers, Director of Community Development  
Angela Smith, Coordinator of Business Development

Date: May 4, 2021-BOT

Re: 1900 Maywood Drive. - Cook County 6B Request for Resolution

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**Background**

Please find attached application (**Exhibit 1**) for the Class 6B Tax Incentive Program submitted to Cook County 1900 Maywood Drive, LLC. This incentive is put in place by the County to level the play field between municipalities that boarder more favorable (lower property tax) communities and encourage County businesses to stay and expand within the County. The program is administered by Cook County but requires Village Board resolution.

The subject property currently occupies approximately 126,000 sq. ft. within the Madison Business Industrial Corridor. The applicant plans to remediate, demolish the current structure, and construct a new 79,869 sq. ft. warehouse facility to meet the need for warehouse, transportation, and logistics in the region. A project of this size will usually generate at least 50 warehousing and distribution jobs.

The applicant has provided attached the economic impact of this project along with a 12-Year tax Comparison of the Taxes over the life of the incentive for your review and reference.

Staff realizes the competition we have with similar projects in neighboring communities feeding the regional need for this type of project. It is with that sprit that we encourage this investment in our Industrial Corridor and ask the Board to Consider Resolution for this 6B tax incentive.



33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602  
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

April 22, 2021

**VIA MAIL & EMAIL**

David Myers  
Village of Maywood  
40 Madison Street  
Maywood, IL 60153

**RE: Class 6b Resolution Request – Cover Letter**  
**1900 Maywood, LLC**  
**1900 S. Maywood Drive**  
**Maywood, IL 60153**  
**PIN: 15-15-102-034-0000**

Dear David:

1900 Maywood, LLC (the “Applicant”) will be the title holder of the above referenced property (the “Subject Property”), and is requesting a Resolution from the Village of Maywood supporting and consenting to a Class 6b Tax Incentive for the Subject Property based New Construction and Substantial Rehabilitation.

The Subject Property currently consists of a functionally obsolete 126,000 square foot industrial building sited on approximately 215,769 square feet. The facility is over 70 years old and the site has various environmental issues. The Applicant intends to remedy the environmental contamination, demolish the current structure and improvements, and construct a new 79,869 square foot, modern warehouse facility. The new facility will feature 32’ clear heights, 12 exterior dock positions, 2 drive-in doors, and parking to support +/- 70 automobile parking. After completion, the Applicant plans to lease the property to a suitable industrial user.

The Applicant does not yet have a tenant lined up, but has received interest from a number of potential users across many fields, including manufacturing, distribution, light assembly, etc. The Applicant also expects to the eventual user to invest money into the property to for any tenant specific needs. The Subject Property will include approximately 70 parking spaces, and thus the Applicant expects full time job numbers of around 25-50 jobs with room for expansion. When hiring, the eventual occupant will give priority to qualified Village residents, and requests and information relating to such. The Applicant also estimates that the improvements to the property will create approximately 65 temporary construction jobs.

The Applicant is still in the process of receiving bids, but plans to spend approximately \$5,000,000 in hard costs to erect a new 79,869 square foot facility. After the \$2,400,000 purchase and subsequent improvements, the Subject Property is projected to have a market value of approximately \$7,400,000, which would generate an estimated \$6,311,779 in total taxes over the life of the Class 6b Tax Incentive (or approx.. \$467,539 per year). Without the incentive and at full vacancy, the property would generate a total of \$2,798,880 over 12 years (or approx. \$233,240 per year). Therefore, should the Class 6b be approved, the Subject Property would generate an additional approximately **\$3,512,899** in real estate taxes over the life of the Class 6b Tax Incentive. Please see the attached “12 Year Tax Comparison Chart”

Without the assistance from the 6b incentive, the Applicant will not purchase the property; the Applicant has determined that the without the incentive the heavy Cook County property tax burden may require it to bring its operations to a neighboring county, state or community. In the event the Applicant does not close on the property, it will remain vacant and unused, and receive vacancy relief thereby lowering its total taxes. In addition to increased property tax revenues, the eventual occupant's presence in the Village will also significantly benefit the local community. The Applicant expects the user's presence will attract both new and returning customers who will also frequent nearby establishments. According to the enclosed New Business Impact chart, 30 full time employees would contribute a projected **\$127,125** per year in Village revenue. In total, reoccupation and development of the project will generate an additional **\$5,038,399** in revenue to the Village over the life of the incentive.

The Applicant's proposed project is a substantial investment into the Maywood economy, and without the assistance of a Class 6b Tax Incentive, the Applicant has determined that the project will not be feasible. The incentive will allow the Applicant to rehabilitate, renovate and occupy a vacant and unused building, thereby increasing tax revenue for the Village.

Based on the foregoing, the Applicant requests that the Village of Maywood review its Class 6B request and approve a Resolution supporting and consenting to a Class 6B Incentive for the Subject Property based New Construction and Substantial Rehabilitation. Should you need any additional documentation or have any questions or concerns, do not hesitate to contact me at (312) 604-3898.

Regards,



Mark Rogers



**Identification of Person Having an Interest in the Property**

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

**Industrial Use**

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant’s business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

**Nature of Development**

Indicate nature of proposed development by checking the appropriate space:

- New Construction (**Read and Complete Section A**)
- Substantial Rehabilitation (**Read and Complete Section A**)  
**Incentive only applied to the market value attributable to the rehabilitation**
- Occupation of Abandoned Property - No Special Circumstance  
**(Read and Complete Section B)**
- Occupation of Abandoned Property - With Special Circumstance  
**(Read and Complete Section C)**
- Occupation of Abandoned Property - **(TEERM Supplemental Application)**  
**(Read and Complete Section C)**
- Occupation of Abandoned Property - **(CEERM Supplemental Application)**  
**(Read and Complete Section C)**

**SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)**

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement (*excluding demolition, if any*): August 2021

Estimated date of construction completion: June 2022

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1<sup>st</sup> floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor’s affidavits, etc*)

**SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)**

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

YES       NO

When and by whom was the subject property last occupied prior to the purchase for value?

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Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: \_\_\_\_\_  
Date of Purchase: \_\_\_\_\_  
Name of purchaser: \_\_\_\_\_  
Name of seller: \_\_\_\_\_  
Relationship of purchaser to seller: \_\_\_\_\_

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

**SECTION C (SPECIAL CIRCUMSTANCES)**

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of *abandonment prior to purchase was less than 24 months*, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 3 continuous months and applicant will create or maintain at least 250 jobs for employees at the subject location**, complete section (2) and the **CEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? \_\_\_\_\_

When and by whom was the subject property last occupied prior to the purchase for value?

\_\_\_\_\_  
\_\_\_\_\_

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: \_\_\_\_\_  
Date of purchase: \_\_\_\_\_  
Name of purchaser: \_\_\_\_\_  
Name of seller: \_\_\_\_\_  
Relationship of purchaser to seller: \_\_\_\_\_

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- 24 or greater continuous months (*Eligible for Special Circumstance*)
- 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- 3 continuous months and maintain/create 250 employee jobs (*Eligible for Special Circumstance under CEERM*) - **Complete CEERM Supplemental Application**
- Not Eligible for Special Circumstance if No purchase and less than 12 continuous months vacant, or not a CEERM**

When and by whom was the subject property last occupied prior to the filing of this application?

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Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: \_\_\_\_\_

**TEERM SUPPLEMENTAL APPLICATION**

*(This form will ONLY be utilized for applicants who specifically elect for TEERM)*

*This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.*

*Under the **TEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

I \_\_\_\_\_ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Name & Title

\_\_\_\_\_  
Agent's Mailing Address

\_\_\_\_\_  
Agent's Telephone Number

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Mailing Address

\_\_\_\_\_  
Applicant's e-mail address

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

\_\_\_\_\_  
Signature of Notary Public

**CEERM SUPPLEMENTAL APPLICATION**

*(This form will ONLY be utilized for applicants who specifically elect for CEERM)*

*This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) where there has been no purchase for value and the buildings and other structures have been vacant and unused for at least three continuous months and applicant has provided sufficient documentation to establish that such applicant will create or maintain at least 250 jobs for employees at the subject location.*

**The CEERM Program shall be limited to the party who is the initial applicant of the Class 6B Incentive under the CEERM Program and the subject of the municipal Resolution or Ordinance.**

*Under the CEERM Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving the Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

I \_\_\_\_\_ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **CEERM** program.

Further affiant sayeth not.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Name & Title

\_\_\_\_\_  
Agent's Mailing Address

\_\_\_\_\_  
Agent's Telephone Number

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Mailing Address

\_\_\_\_\_  
Applicant's e-mail address

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

\_\_\_\_\_  
Signature of Notary Public

**EMPLOYMENT OPPORTUNITIES**

How many construction jobs will be created or maintained as a result of this development? **Approx. 65**

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 0 Part-time: 0

How many new permanent part-time jobs will be created as a result of this proposed development?

Up to 70

How many new permanent full-time jobs will be created as a result of this proposed development?

TBD

**LOCAL APPROVAL**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

**I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.**

  
Signature

4/22/2021  
Date

Jacob Karamol  
Print Name

Manager  
Title

**EDS AFFIDAVIT**

I, Jacob Karamol as agent for 1900 Maywood, LLC (the "Applicant") does hereby certify that it would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code if called to testify:

1. That I am a duly authorized agent for Applicant, who is the contract purchaser of the property located at located at 1900 S. Maywood, Maywood, IL 60153 (PIN: 15-15-102-034-0000) (the "Subject Property").
2. Applicant does not own any other property in Cook County
3. Applicant's ownership is as follows:  
See Attached

26

4. To my knowledge and after reviewing the Applicant's records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

Further Affiant Sayeth Not

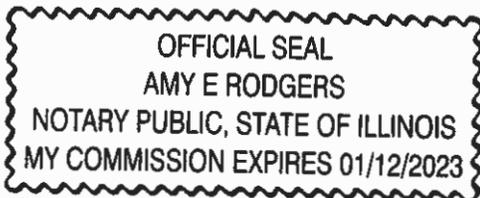
Jacob Karamol

Date: 4-22-2021

Subscribed and sworn before me  
This 22 day of April, 2021

Amy E Rodgers

Signature of Notary Public



**1900 Maywood, LLC**

**Matthew Stauber- 25% Member**

**Patrick Turner- 25% Member**

**Thomas Rodeno – 25% Member**

**Jacob Karamol - 25% Member**

**Legal Description, Site and Building Square Footage**

1900 S. Maywood Drive, Maywood, IL 60153

PIN: 08-34-400-025-0000

The Subject Property is approximately 69 years old and currently consists of a functionally obsolete 126,000 square foot industrial building sited on approximately 215,769 square feet. The facility is approximately 70 years old and the site has various environmental issues. The Applicant intends to remedy the environmental contamination, demolish the current structure and improvements, and construct a new 79,869 square foot, modern warehouse facility. The new facility will feature 32' clear heights, 12 exterior dock positions, 2 drive-in doors, and parking to support +/- 70 automobile parking. After completion, the Applicant plans to lease the property to a suitable industrial user.

Attached hereto please find:

- Legal description
- Survey
- Aerial of Subject Property
- Street View of the Subject Property
- Marketing Materials
- Proposed Site Plan
- Proposed Floor Plan
- Renderings

## LEGAL DESCRIPTION

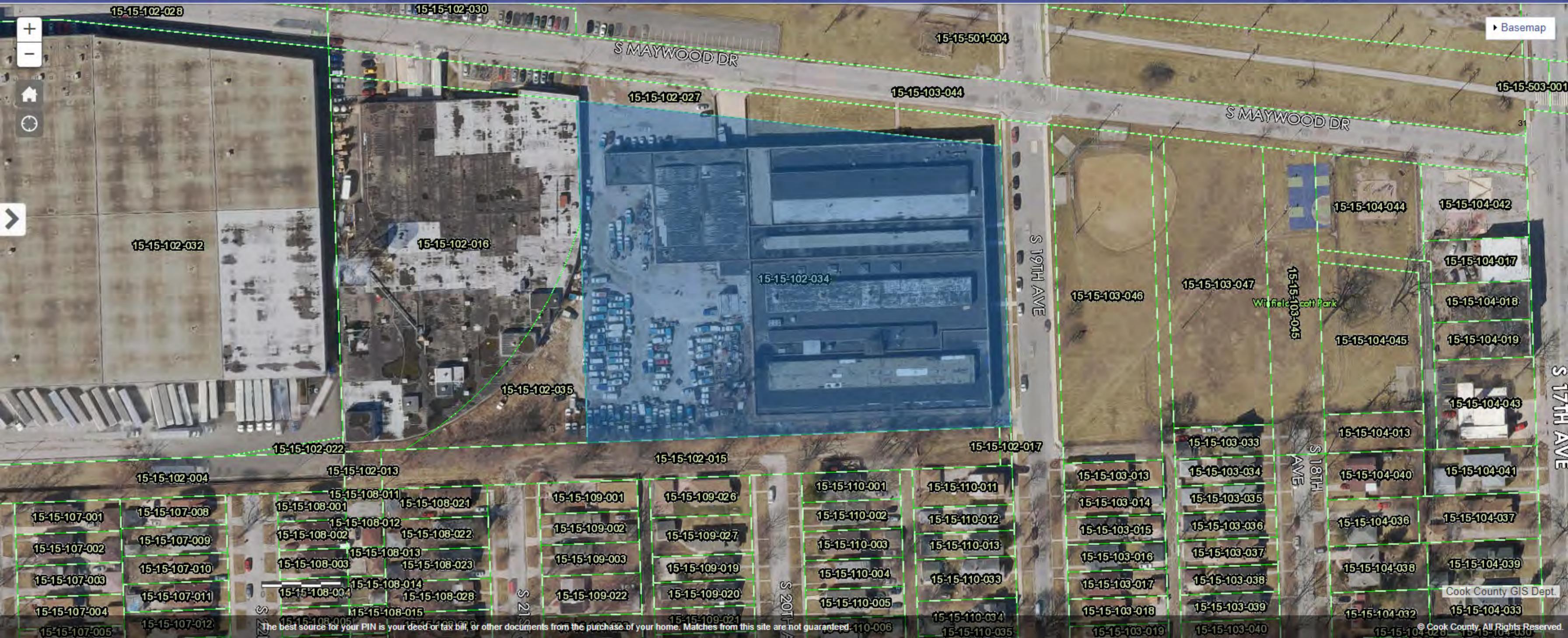
That part of Lot "B" in Cummings and Forman Real Estate Corporation Subdivision of Lots 8 and 11 and part of Lots 9, 10, 14 and 15 in Commissioner's Partition of the North 56 acres of the West Half of Section 15, Township 39 North, Range 12 East of the Third Principal Meridian, (except that part of Lot "B" lying North of the Southerly line of South Maywood Drive as dedicated by a plat of dedication recorded August 8, 1928 as document 10112659 and except that part of Lot "B" described as follows: Commencing at the Northwest corner of aforesaid Lot "B"; thence Southerly along the West line of Lot "B" a distance of 154.32 feet to the point of beginning; thence continuing Southerly on a prolongation of the last described course to the South line of said Lot "B"; thence Westerly along the South line of said Lot "B" to the Southwest corner of Lot "B", aforesaid point also being the point of curvature of a curve having a radius of 318.37 feet concave to the Southeast; thence along the arc of said curve a distance of 499.32 feet to the point of tangency, also being the point of beginning), all in Cook County, Illinois.

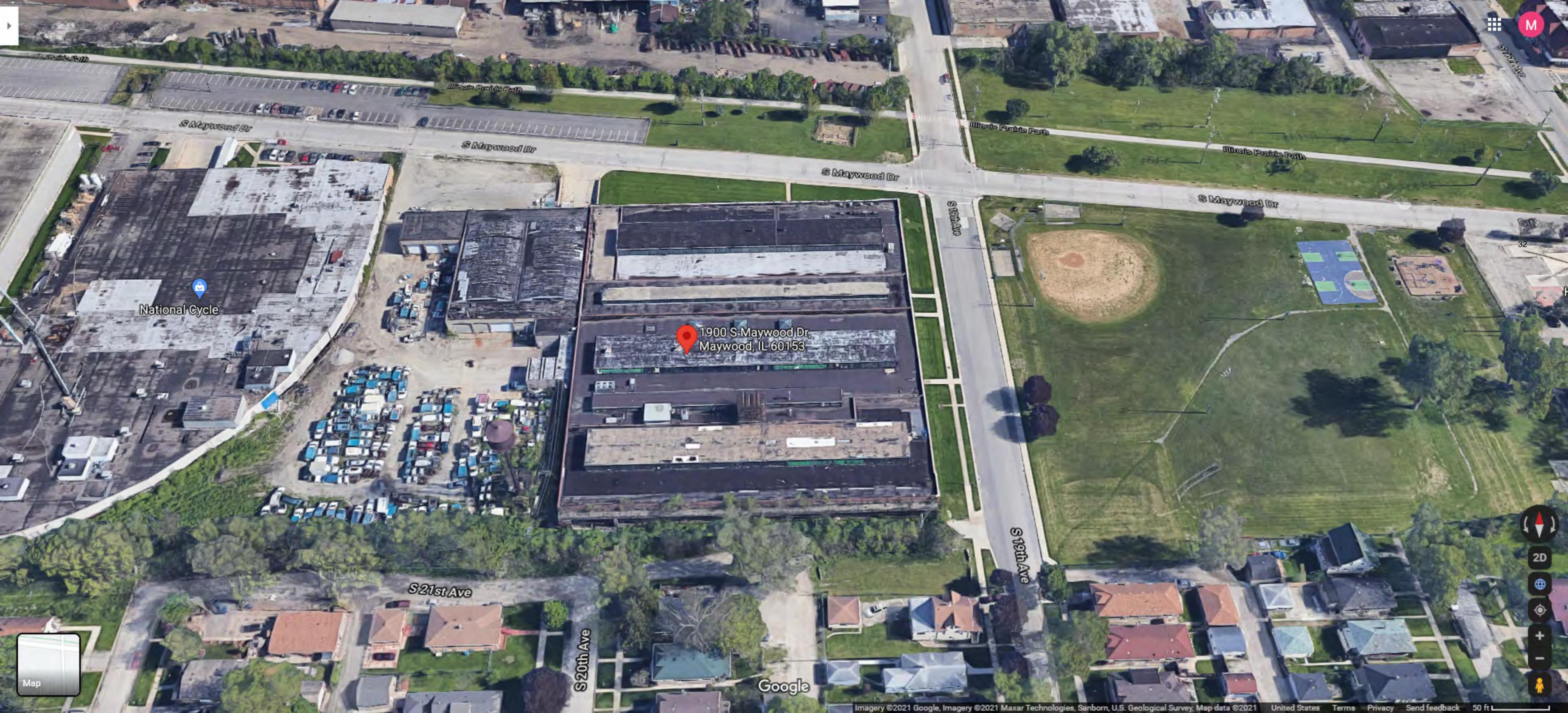
For the property known as: 1900 S. Maywood Drive, Maywood, Illinois 60153

PIN: 15-15-102-034-0000



- measure
- select parcels
- print map
- layers





1900 S Maywood Dr,  
Maywood, IL 60153

National Cycle



Map

Google



32

M

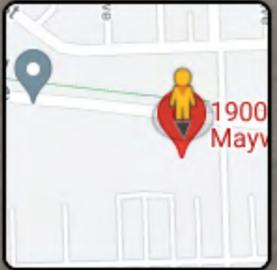
1900 S Maywood Dr  
Maywood, Illinois

Google

Street View



33



Google



2098 S Maywood Dr  
Maywood, Illinois

Google

Street View



34



Google



1200 S 19th Ave  
Maywood, Illinois

Google

Street View

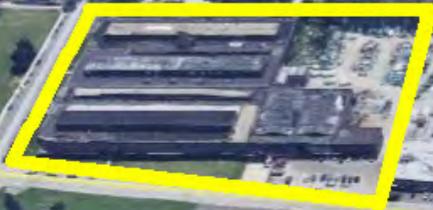


35



Google

Industrial Property For Sale



Maywood Dr

25th Ave

30th Ave

S 20th Ave

S 21st Ave

22nd Ave

23rd Ave

24th Ave

Warren St



CATON  
COMMERCIAL  
REAL ESTATE GROUP

# 1900 S MAYWOOD DRIVE

MAYWOOD, IL 60153



**SALE PRICE** **\$1,995,000**

**OFFERING SUMMARY**

Lot Size: 5.0 Acres

Building Size: 126,000 SF

Zoning: M1

Taxes (2019) \$213,491

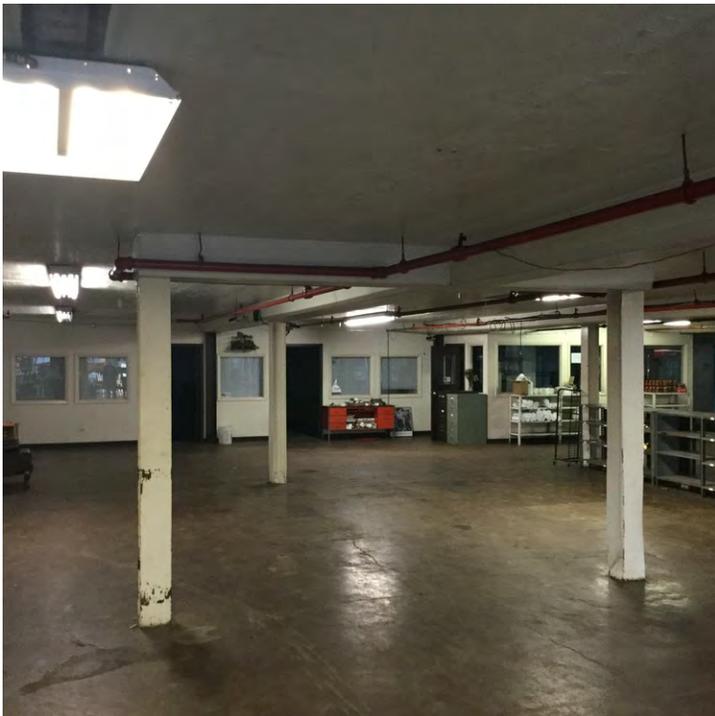
**PROPERTY HIGHLIGHTS**

- 126,000 SF Industrial building - sold as-is
- Ideal distribution site with close proximity to I-290 and Chicago
- Multiple drive in doors and docks
- Various ceiling heights 14 ft. to 50 ft.
- Office space
- Paved parking
- Opportunity zone
- Enterprise zone
- Class 6B Tax Exemption
- Cook County Forgivable Loan Program
- Construction bids to strip down to shell or demolish available

**LOCATION OVERVIEW**

Approximately a half a mile to Eisenhower (I-290) interchange with close proximity to Chicago.



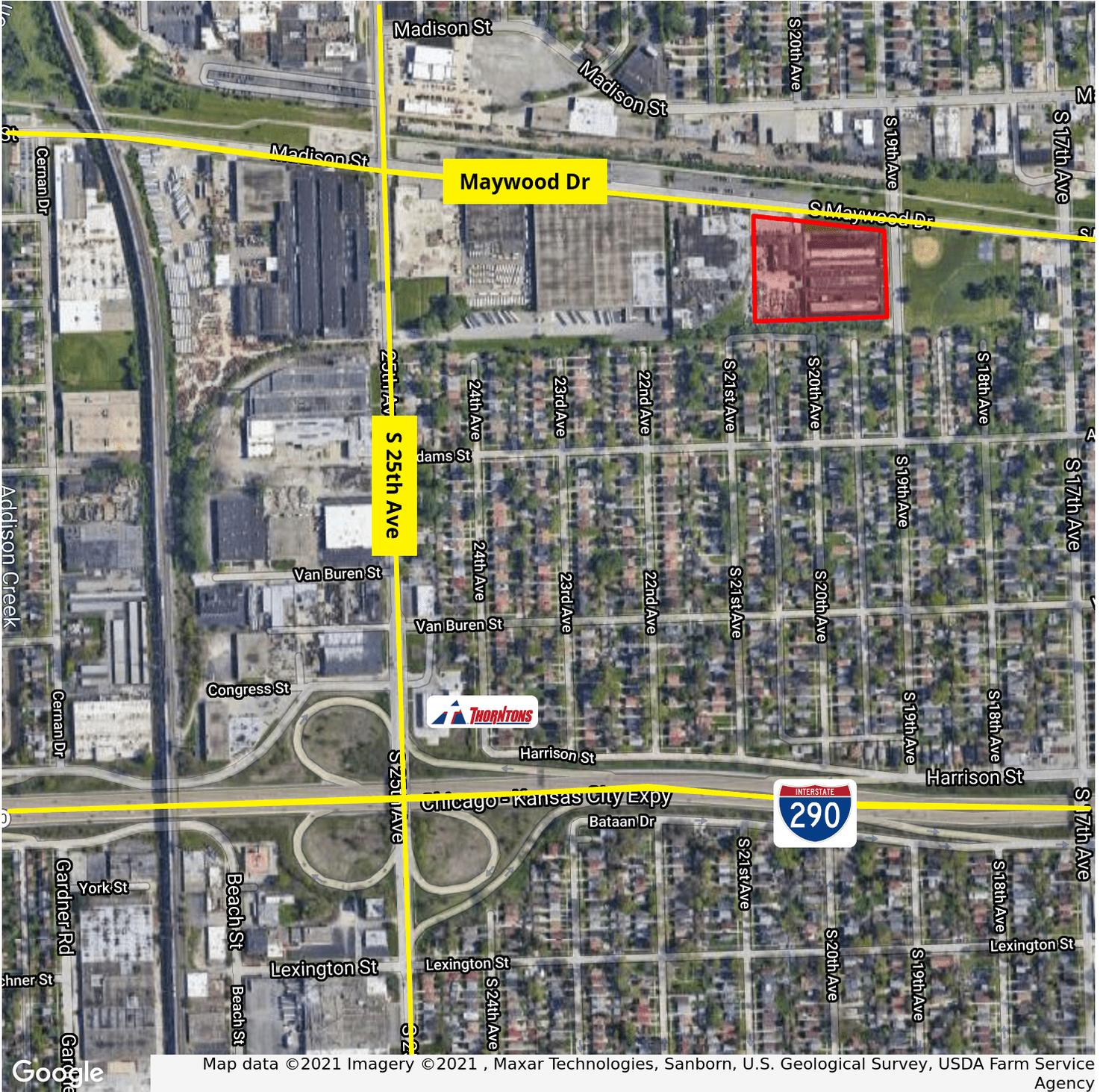




















**Identification of Persons Having an Interest in the Property**

1900 S. Maywood Drive, Maywood, IL 60153

PIN: 08-34-400-025-0000

**Applicant: 1900 Maywood, LLC**

**Matthew Stauber- 25% Member**

**Patrick Turner- 25% Member**

**Thomas Rodeno – 25% Member**

**Jacob Karamol - 25% Member**

**Occupants: TBD**

After completion of the new facility, the Applicant plans to lease the property to a suitable industrial user. The Applicant does not yet have a tenant lined up, but has received interest from a number of potential users across many fields, including manufacturing, distribution, light assembly, etc. The Subject Property will include approximately 70 parking spaces, and thus the Applicant expects full time job numbers of around 25-50 jobs with room for expansion.

**Projected Industrial Use & Employment**  
1900 S. Maywood Drive, Maywood, IL 60153  
PIN: 08-34-400-025-0000

The Subject Property currently consists of a functionally obsolete 126,000 square foot industrial building sited on approximately 215,769 square feet. The facility is approximately 70 years old and the site has various environmental issues. The Applicant intends to remedy the environmental contamination, demolish the current structure and improvements, and construct a new 79,869 square foot, modern warehouse facility.

The Applicant does not yet have a tenant lined up, but has received interest from a number of potential users across many fields, including manufacturing, distribution, light assembly, etc. The new facility will feature 32' clear heights, 12 exterior dock positions, 2 drive-in doors, and parking to support +/- 70 automobile parking.

The Applicant also expects to the eventual user to invest money into the property to for any tenant specific needs. The Subject Property will include approximately 70 parking spaces, and thus the Applicant expects full time job numbers of around 25-50 jobs with room for expansion. When hiring, the eventual occupant will give priority to qualified Village residents, and requests and information relating to such. The Applicant also estimates that the improvements to the property will create approximately 65 temporary construction jobs.

In addition to increased property tax revenues, the eventual occupant's presence in the Village will also significantly benefit the local community. The Applicant expects the user's presence will attract both new and returning customers who will also frequent nearby establishments. According to the enclosed New Business Impact chart, 30 full time employees would contribute a projected **\$127,125** per year in Village revenue.

**New Employee Business Impact Chart**

<b>Purchase</b>	<b>Emp.</b>	<b>%</b>	<b>Exp./Week</b>	<b>Weeks</b>	<b>Total</b>
Lunch	30	55%	\$55	50	\$45,375
Grocery	30	30%	\$50	50	\$22,500
Consumer Goods	30	25%	\$35	50	\$13,125
Entertainment	30	15%	\$55	50	\$12,375
Auto-Gas	30	75%	\$30	50	\$33,750
<b>TOTAL (Per Year)</b>					<b>\$127,125</b>

**Potential Growth & Property Improvements**  
1900 S. Maywood Drive, Maywood, IL 60153  
PIN: 08-34-400-025-0000

The Subject Property currently consists of a functionally obsolete 126,000 square foot industrial building sited on approximately 215,769 square feet. The facility is over 70 years old and the site has various environmental issues. The Applicant intends to remedy the environmental contamination, demolish the current structure and improvements, and construct a new 79,869 square foot, modern warehouse facility. The new facility will feature 32' clear heights, 12 exterior dock positions, 2 drive-in doors, and parking to support +/- 70 automobile parking. After completion, the Applicant plans to lease the property to a suitable industrial user expected to bring approximately 25-50 full time employees (with room to expand).

The Applicant is still in the process of receiving bids, but plans to spend approximately \$5,000,000 in hard costs to erect a new 79,869 square foot facility. After the \$2,400,000 purchase and subsequent improvements, the Subject Property is projected to have a market value of approximately \$7,400,000, which would generate an estimated \$6,311,779 in total taxes over the life of the Class 6b Tax Incentive (or approx.. \$467,539 per year). Without the incentive and at full vacancy, the property would generate a total of \$2,798,880 over 12 years (or approx. \$233,240 per year). Therefore, should the Class 6b be approved, the Subject Property would generate an additional approximately **\$3,512,899** in real estate taxes over the life of the Class 6b Tax Incentive. Please see the attached "12 Year Tax Comparison Chart"

Without the assistance from the 6b incentive, the Applicant will not purchase the property; the Applicant has determined that the without the incentive the heavy Cook County property tax burden may require it to bring its operations to a neighboring county, state or community. In the event the Applicant does not close on the property, it will remain vacant and unused, and receive vacancy relief thereby lowering its total taxes.

In addition to increased property tax revenues, the eventual occupant's presence in the Village will also significantly benefit the local community. The Applicant expects the user's presence will attract both new and returning customers who will also frequent nearby establishments. According to the enclosed New Business Impact chart, 30 full time employees would contribute a projected **\$127,125** per year in Village revenue. In total, reoccupation and development of the project will generate an additional **\$5,038,399** in revenue to the Village over the life of the incentive.



AGREEMENT FOR PURCHASE  
AND SALE OF PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF PROPERTY is made and entered into as of this ~~3<sup>rd</sup>~~ day of March, 2021, by and among CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED AUGUST 1, 1984 AND KNOWN AS TRUST NUMBER 61516 (“**Trust**”) and J L ODLE, INC., an Illinois corporation (“**Beneficiary**,” and together with Trust, “**Seller**”); and IDI LOGISTICS, LLC, a Delaware limited liability company (“**Buyer**”).

WITNESSETH THAT:

WHEREAS, Buyer wishes to purchase, and Seller wishes to sell, the Property (as hereinafter defined), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of \$10.00, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions and Exhibits.

- 1.1 Definitions. For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the meaning ascribed to it as follows:

“**Agreement**” shall mean this Agreement for Purchase and Sale of Property.

“**Business Day**” shall mean a day other than a Saturday, Sunday or legal or bank holiday either in the State where the Land is located or of the Federal Government.

“**Closing**” shall mean the closing and consummation of the purchase and sale of the Property pursuant hereto.

“**Closing Date**” shall mean the date on which the Closing occurs as provided in Section 9.1.

“**Contract Date**” shall mean the date first above written.

“**Deposit**” shall have that meaning set forth in Section 3.1.

**“Development Approvals”** shall mean any and all approvals from applicable governmental entities that are necessary for Buyer’s intended use of the Property, including, without limitation, the right to park trailers thereon.

**“Environmental Laws”** shall mean any and all federal, state, or local laws, rules, regulations, ordinances, agency or judicial orders and decrees, and agency agreements now and hereafter enacted or promulgated or otherwise in effect, relating to the protection of the environment, including, without limitation, the Resource Conservation and Recovery Act of 1976 (**“RCRA”**), 42 U.S.C. §§6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (**“CERCLA”**), 42 U.S.C. §§9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (**“SARA”**), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., and all amendments, regulations, orders and decrees promulgated thereunder or pursuant thereto.

**“Environmental Reports”** shall mean all existing environmental site assessments, remediation reports, tank removal reports and other reports (including, but not limited to, any soils and groundwater assessments and reports) for the Property.

**“Escrow Agent”** shall mean Chicago Title Insurance Company , acting as Escrow Agent pursuant to a joint order escrow agreement.

**“Hazardous Substances”** shall mean any and all hazardous, extremely hazardous, or toxic substances or wastes or constituents as those terms are defined by any applicable Environmental Law (including, without limitation, CERCLA and RCRA) and petroleum, petroleum products, asbestos or any asbestos-containing materials, the group of organic compounds known as polychlorinated biphenyls (PCBs), flammables, explosives, radioactive materials, and chemicals known to cause cancer or reproductive toxicity.

**“Inspection Date”** shall mean the Inspection Date set forth in Section 7.3.

**“Land”** shall mean all those tracts or parcels of land described on EXHIBIT A.

**“OFAC”** shall mean the Office of Foreign Assets Control, Department of the Treasury.

EXECUTION VERSION

“**Permitted Exceptions**” shall mean those matters affecting title to the Land identified on EXHIBIT B.

“**Person**” shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, Federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

“**Property**” shall mean all of Seller's right, title and interest in, to and under the following property:

- (i) the Land and all easements appurtenant thereto; and
- (ii) all easements, utility reservations, rights of way, strips and gores of land, mineral rights, water and water rights, wells, well rights and permits, water and sewer taps, sanitary or storm sewer capacity or reservations, rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to such real property, tenements, hereditaments, privileges, licenses and appurtenances, reversions and remainders in any way belonging, remaining or appertaining thereto; and
- (iii) all improvements, fixtures, personal property, trees, timber, other crops and plants and minerals located thereunder or thereon.

“**Proration Date**” shall mean the effective date of the prorations provided in Section 4.2, which is 11:59 p.m. on the eve of the Closing Date.

“**Purchase Price**” shall mean the purchase price for the Property described in Section 4.1.

“**Survey**” shall have that meaning set forth in in Section 6.

“**Taxes**” shall have that meaning set forth in Section 4.2.

“**Title Insurer**” shall mean the Escrow Agent.

- 1.2 Exhibits; Schedules. All exhibits, schedules and other attachments hereto form an integral part of this Agreement, all of which are incorporated into this Agreement as fully as if the contents thereof were set out in full herein at each point of reference thereto.

2. Purchase and Sale. Subject to the provisions hereof, Seller agrees to sell, assign and convey to Buyer, and Buyer agrees to purchase the Property from Seller.
3. Earnest Money.
  - 3.1 Earnest Money. Within 5 days after the Contract Date, Buyer shall deposit with Escrow Agent the sum of \$150,000.00 as the earnest money deposit under this Agreement, which deposit, together with any interest or other income earned thereon (collectively, the "**Deposit**"), shall be held and disbursed pursuant to this Agreement.
  - 3.2 Cooperation. Whenever the Deposit is by the terms hereof to be disbursed by Escrow Agent, Seller and Buyer agree promptly to execute and deliver such notice or notices as shall be necessary or, in the opinion of Escrow Agent, appropriate to authorize Escrow Agent to make such disbursement.
4. Purchase Price and Prorations.
  - 4.1 Purchase Price.
    - a. Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be \$1,700,000.00.
    - b. Payment Mechanics. The Purchase Price, as adjusted by the prorations provided in Section 4.2 and as reduced by the Deposit (which, unless otherwise disbursed hereunder, shall be disbursed by Escrow Agent at the Closing to Seller (via Escrow Agent or otherwise) as a portion of the Purchase Price) shall be paid by Buyer to Seller at the Closing in United States dollars by wire transfer.
  - 4.2 Prorations.
    - a. Proration Items. The following items shall be prorated between Seller and Buyer as of the Proration Date, and be reflected on the closing statement:
      - i. Taxes. The state, county, city or other ad valorem property taxes and assessments for the tax period in which the Closing occurs (the "**Taxes**") should be prorated on an accrual basis, taking into account that the Taxes are paid in arrears.
        1. Assumed Tax Amount. If the actual tax bills for the tax period of Closing have not been issued, then such proration shall be based on 105% of such taxes for the prior tax period.

2. True Up Upon Receipt of Tax Bill. After the tax bills for the tax period of Closing are received, Buyer and Seller shall adjust such proration, and any amount then owing shall be paid within 20 days of demand by the party entitled thereto.
3. Not Separate Tax Parcel. If the Land is taxed as a portion of a larger parcel, the parties shall pay their pro rata share of the Taxes covering the tax period of Closing (and any previous periods) for the entire parcel to the taxing authorities at the Closing, or, if the tax bill is not available, pay into escrow the estimated amount of said bill for payment by the Escrow Agent directly to the taxing authorities when the tax bill becomes available and shall execute and deliver such documentation before and after Closing as may be necessary to cause the Land to be assessed as a separate parcel.
  - ii. Assessment Liens. Assessment liens which have been certified as of the Closing Date, pending liens where the improvements have been substantially completed, and special assessments or other similar governmental assessments or charges on the Property that have been billed and are pending prior to the Closing, shall be satisfied by Seller, in full, at Closing.
  - iii. Utility and Sewer Charges. Sanitary sewer taxes and utility charges, if any.
- b. Proration Errors. If the parties make any errors or omissions in the closing prorations or if they subsequently determine any dollar amount prorated to be incorrect, each agrees, upon notice from the other no later than 12 months after the Closing, to make any adjustment necessary to correct the error, including payment of any amount to the other then determined to be owing.
- c. Payment of Prorations. Buyer and Seller promptly shall pay to the other party any amount due to the other party as a result of any proration required under this Section 4.2.
- d. Interest. Any amounts due hereunder not paid within 20 days after demand by the payee shall bear interest at a rate equal to 9 % per annum until such time as all such amounts are paid in full.

5. Title.

- 5.1 Fee Simple Conveyance at Closing. Seller shall convey good, marketable and insurable fee simple title to the Property to Buyer free and clear of all liens and encumbrances, subject only to the Permitted Exceptions and any other matters of

title to which Buyer shall expressly consent in writing pursuant hereto.

5.2 Review of Title Commitment. Buyer shall have until 21 days after Contract Date by which to examine title to the Property, to obtain a title insurance commitment (the "**Title Commitment**"), and to give written notice to Seller of any objections.

- a. Failure of Buyer to Object. If Buyer fails to give any notice to Seller of any objections to title exceptions or defects by 21 days after Contract Date, Buyer shall be deemed to have waived such right to object to the title exceptions or defects disclosed in the Title Commitment (except for any monetary liens or monetary encumbrances which must be cured in accordance with Section 5.5).
- b. Buyer Provides Objections. If Buyer timely notifies Seller of Buyer's objection(s) to any title exceptions or defects, Seller may, by delivering written notice thereof to Buyer within 7 days of receipt of such objection(s), elect (x) not to take any action to cure such title exceptions or defects, or (y) to cure or satisfy such objection(s) (and, to the extent Seller fails to provide a response to Buyer's objections within such 7 day period, Seller shall be deemed to have elected not to cure the exceptions or defects which are the subject of such Buyer's objections).
  - i. Seller Fails to Cure Objection. If Seller elects (A) not to cure such objections (except that Seller must cure monetary liens as required by Section 5.5), or (B) to cure such objections and such objections are not reasonably cured or satisfied within 21 days after such election to cure is made, then Buyer may, within 7 days after the election is made in clause (A) or within 7 days after the end of such 21 day cure period in clause (B), as applicable, elect, by written notice to Seller, either:
    1. Terminate: to terminate this Agreement, in which case the Deposit, less \$100 to be paid to Seller, shall be returned to Buyer by Escrow Agent, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination, or
    2. Waive: to waive its objections hereunder and proceed with the transaction pursuant to the remaining terms and conditions of this Agreement.If Buyer fails to give Seller notice of its election by such time, it shall be deemed to have elected the option contained in Section 5.2(b)(i)(2).
  - ii. Seller Cures Objection. If Seller reasonably cures or satisfies all such objection(s) within 21 days after its election to do the same, then this Agreement shall continue in full force and effect.

iii. Waiver. Buyer shall have the right at any time to waive any objections that it may have made and, thereby, to preserve this Agreement in full force and effect.

5.3 Further Encumbrances. Seller agrees not to further alter or encumber in any way Seller's title to the Property without Buyer's prior written consent.

5.4 Changes In Title. Buyer shall have the right to object to any new title exception or defect disclosed in any update to the Title Commitment. If Seller elects to cure such objection and Seller cannot cure or satisfy any such objection (or any objection which Seller has previously undertaken to cure or satisfy) by the Closing, or if Seller does not agree to cure such objection, then Buyer may exercise the option set forth in Section 5.2(b)(i)(1) or 5.2(b)(i)(2). The foregoing election shall be in addition to Buyer's remedies for Seller's default hereunder, and does not negate, modify or amend the representations, warranties and covenants of Seller contained herein.

5.5 Monetary Liens. Seller shall remove any monetary liens or monetary encumbrances against the Property at or before the Closing.

5.6 Time Periods. The Closing Date shall be automatically extended to allow all time periods in this Section 5 to run fully.

6. Survey.

6.1 Survey. Buyer, at its sole cost and expense, may obtain a survey of the Property (the "Survey").

6.2 Buyer Objections. Any matters shown on such Survey and objected to by Buyer by the Inspection Date shall be additional title objections, as to which the obligations and rights of Buyer and Seller shall be the same as provided in Section 5.

6.3 Legal Description. The deed to be delivered by Seller to Buyer at the Closing shall contain the legal description of the Land contained in EXHIBIT A.

7. Buyer's Inspection.

7.1 Physical Inspection.

EXECUTION VERSION

- a. Inspection Right. Buyer and its agents, employees, representatives and independent contractors may enter upon the Property for the purpose of making such surveys, soil tests, borings, percolation tests, inspections, examinations, and studies (collectively, "**Inspections**") as are reasonably necessary to evaluate and study the Property as contemplated herein. Seller agrees that Buyer shall have until the Closing Date in which to conduct all such Inspections, but that Buyer's right to terminate this Agreement based thereon shall be limited as provided in Section 7.3 and Section 7.4.
- b. Inspection Indemnity. Buyer shall: (i) be responsible for restoring any damage it caused to the Property; and (ii) indemnify, defend and hold Seller harmless from any and all claims, liabilities, costs or expenses ("**Claims**") arising out of such Inspections of and entries onto the Property, including personal injury and property damage to the extent caused by Buyer, its agents, employees and consultants.
- c. Carveout to Inspection Indemnity. Notwithstanding the foregoing, in no event shall Buyer be liable to or be obligated to indemnify Seller under Section 7.1(b) for: (i) the mere discovery of pre-existing conditions at the Property; or (ii) the negligence or willful misconduct of Seller or any agents, employees, consultants or contractors thereof.

7.2 Document Inspection. Seller covenants that, on or before the date that is 5 days after the Contract Date, Seller will deliver to Buyer true, correct and complete copies of each of the documents or materials listed on EXHIBIT C attached hereto to the extent they exist and are in Seller's possession or reasonable control.

7.3 Inspection Period.

- a. Inspection Date; Termination Right. Notwithstanding Buyer's right of inspection contained in Section 7.1, Buyer shall have until 5:00 p.m. local time where the Land is located, on the 45<sup>th</sup> day after the Contract Date (the "**Inspection Date**"), to terminate this Agreement, by written notice to Seller, in its sole and absolute discretion, in which case the Deposit, less \$100 to be paid to Seller, shall be returned to Buyer by Escrow Agent, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.
- b. Seller Cooperation. Seller agrees to cooperate reasonably with Buyer's investigations, inspections or studies.

- c. Failure to Exercise Termination Right. If, on or before the Inspection Date, Buyer does not exercise its termination right pursuant to this Section 7.3, then this Agreement shall remain in full force and effect in accordance with its terms.
- 7.4 Conditions Precedent. In addition to other conditions set forth in this Agreement, Buyer's obligation to purchase the Property shall be contingent upon the following conditions precedent:
- a. Adverse Conditions. There shall be no material adverse change in the environmental condition of the Property not caused by Buyer between the Inspection Date and the Closing Date.
  - b. Title Insurance. The willingness of Title Insurer to issue, on the Closing Date, upon the sole condition of the payment of an amount no greater than its regularly scheduled premium, its standard 2006 ALTA form owner's policy of title insurance, insuring in the amount of the fair market value of the Property that title to the Property is vested of record in Buyer on the Closing Date, subject only to the Permitted Exceptions.
  - c. Representations and Warranties. Seller's representations and warranties contained herein shall be true and correct as of the Contract Date and the Closing Date.
- 7.5 Failure of Conditions Precedent. If any of the conditions precedent set forth in Section 7.4 is not satisfied, Buyer may elect by notice to Seller, to: (a) terminate this Agreement, in which event the Deposit shall be returned to Buyer, and the parties hereto shall have no further rights or obligations hereunder, except for those which expressly survive such termination; or (b) close without regard to the failure of such condition. The foregoing election shall be in addition to Buyer's remedies for Seller's default hereunder, and does not negate, modify or amend the representations, warranties or post-closing covenants of Seller contained herein, which representations, warranties and post-closing covenants shall survive the Closing as herein provided.
8. Representations and Warranties; Seller's Pre-Closing Covenants.
- 8.1 Seller Representation and Warranty. Seller represents and warrants to Buyer that:
- a. Formation. It is duly organized, validly existing and in good standing under the laws of the State of its formation;
  - b. Corporate Authority. It has all requisite corporate authorizations to enter into this Agreement with Buyer and to consummate the transactions contemplated hereby.

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- c. Due Authorization. The parties executing this Agreement on behalf of Seller are duly authorized to so do.
- d. Service Contracts. There are no service contracts or other agreements binding upon Seller or the Property, except for a tax appeal agreement for the appeal of 2020 tax assessment with Crane and Norcross.
- e. Title. Title to the Property is held in an Illinois land trust and the Seller is the sole beneficiary thereof. Seller and the land trustee have now, and shall have, at the Closing, good, insurable and marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions and none of the Property will be subject to any prior conveyance or assignment to, or any superior possessory rights in, any third party.
- f. Reassessment: The Property has recently been reassessed by the Cook County Assessor pursuant to the County's triennial reassessment process. Seller is currently appealing the assessment to the Board of Review.
- g. No Litigation. To Seller's knowledge, there are not any actual, pending or threatened disputes, violations, actions or proceedings by any organization, person, individual or governmental agency against Seller with respect to the Property or against the Property (or any portion thereof), other than the items listed below, and, to the best of Seller's knowledge, there is no current threat of any litigation or other legal action being filed against Seller or the Property which would affect the Property or Seller's ability to perform its obligations hereunder:
  - [i] Case Number 2019 L 011748 pending in the Circuit Court of Cook County, Chicago, Illinois;
  - [ii] Notices issued by the Village of Maywood concerning the existence of building code violations, including, but not limited to: (1) violation notice issued to Supreme Catering on 2-20-2018; (2) Docket B19-096 and the proceedings related thereto; (c) Village of Maywood Code Enforcement Business License Inspection Report dated bearing the dates of 10/24/18 and 11/15/18
  - [iii] Case number 20194006797 in the Fourth Municipal District of Cook County has been disclosed to Buyer, but the case is resolved and not active
- h. No Condemnation. There is no pending or, to Seller's knowledge, threatened condemnation, expropriation, eminent domain, change in grade of public street or similar proceeding affecting all or any portion of the Property. Seller has received

no written or oral notice of the same; and Seller has no knowledge that any such proceeding is contemplated.

- i. No Bankruptcy. Neither Seller, nor its general partner (if Seller is a partnership), is party to any voluntary or involuntary proceedings in bankruptcy, reorganization or similar proceedings under the Federal bankruptcy laws or under any state laws relating to the protection of debtors, or subject to any general assignment for the benefit of the creditors, and, to the best of Seller's knowledge, no such action has been threatened.
  - j. No Leases. There are no tenants of the Property and no person or entity now has, or at the time of Closing will have, any possessory interest in the Property, under a lease or otherwise, except for Seller whose total interest in the Property shall be transferred to Buyer at Closing.
  - k. Non-Foreign Status; Withholding. Seller is not a "foreign person" as that term is defined in the Internal Revenue Code of 1986, as amended and the Regulations promulgated pursuant thereto. Seller's sale of the Property is not subject to any Federal, state or local withholding obligation of Buyer under the tax laws applicable to Seller or the Property.
  - l. OFAC. Neither Seller nor, to Seller's knowledge, any individual having a beneficial interest in Seller is a Person described by Section 1 of the Executive Order (No. 13224) Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49079 (September 25, 2001), and does not engage in any dealings or transactions, and is not otherwise associated with any such Persons.
  - k. Utilities. As of the Closing, there shall be no outstanding utility bills, including, without limitation, water, electrical, gas or sewer utility bills, owing with respect to the Property.
- 8.2 Survival. The foregoing representations and warranties in Section 8.1 are true, correct and complete, and in full force and effect and binding on Seller, as of the date hereof, and shall be true and correct and in full force and effect, and deemed to have been reaffirmed and restated by Seller as of the date and time of the Closing.
- 8.3 Seller's Pre-Closing Covenants.
- a. No New Encumbrances. From and after the Contract Date, Seller shall not convey any portion of the Property or any rights therein, or enter into any

conveyance, security document, easement or other agreement, or amend any existing agreement, granting to any Person (other than Buyer) any rights with respect to the Property or any part thereof or any interest therein, without Buyer's prior written consent.

- b. Listings and Other Offers. During the pendency of this Agreement, Seller shall not list the Property with any broker or otherwise solicit or make or accept any offers to sell the Property, engage in any discussions or negotiations with any third party with respect to the sale or other disposition of the Property, or enter into any contracts or agreements (whether binding or not) regarding any disposition of the Property.
  - c. Marketing for Lease. From and after the Inspection Date, Buyer shall have the exclusive right to: (i) market the Property for lease; (ii) place a marketing sign on the Property; and (iii) hire a third party leasing broker. Seller shall, at no cost or expense to Seller, cooperate with Buyer's exclusive marketing efforts, including, but not limited to, providing Buyer and Buyer's broker access to the Property.
  - d. Development Approvals. Seller, at no cost and expense to Seller, shall cooperate with Buyer and join with Buyer in the signing of any documents necessary to obtain the Development Approvals.
- 8.4 "As Is" Seller is selling the Property to Buyer "as-is" with no representations or warranties, other than those specified in Section 8.1. Seller shall not be required to correct any building code violations or make any repairs to the Property or the improvements thereon prior to Closing, as the Buyer is contemplating demolition of the buildings and improvements on the Property. Buyer further agrees that it is making its own assessment of the environmental issues relating to the Property, and that it has been advised that there might be asbestos on the Property.
- 8.5 Village of Maywood Requirements. Buyer acknowledges that the Seller may be required to obtain a Certificate of Compliance from the Village of Maywood pursuant to Village of Maywood Ordinance Section 150.098, which may include approvals from other governmental agencies prior to Closing in order to close this transaction. This will require inspection to be performed by the Village of Maywood and/or others to determine whether the Property is in compliance with all applicable governmental regulations and ordinances. Seller shall pay the fee imposed by the Village of Maywood for any inspection required prior to obtaining a Certificate of Compliance, but Seller shall not be obligated to correct any building code violations, remove any asbestos, or otherwise make any repairs or improvements that may be required as a result of such inspection.

8.6 Buyer's Pre-Closing Covenants - Village of Maywood and other Government Agency Requirements. In the event the Village of Maywood or any other governmental agency identifies building code violations on the Property, and requires remediation of such code violations, repairs or other work to be performed for or to the building or other structures on the Property pursuant to Village of Maywood Ordinance Section 150.098, Buyer agrees to satisfy any requirements of the Village of Maywood or any other government agency to escrow Buyer's funds so that the Seller may obtain the municipal transfer tax stamps, as required pursuant to Village of Maywood Ordinance Section 150.098(H).

9. Closing.

9.1 Time and Place. The Closing shall be conducted by escrow through the Title Insurer on a date selected by Buyer and reasonably acceptable to Seller, which shall be on or before 15 days after the Inspection Date, provided that all conditions to Closing set forth in Section 7.4 hereof have been satisfied, or waived in writing by Buyer (the "Closing Date"), unless the Closing Date is postponed pursuant to the express terms of this Agreement. Buyer will have the right to trigger an earlier Closing by providing notice to Seller designating such earlier date at least 5 Business Days prior to the then-scheduled Closing Date.

9.2 Closing Deliverables. As a condition precedent to Buyer's delivery to Seller of the Purchase Price, Seller shall deliver the following documents in form and substance acceptable to Buyer (all of which shall be duly executed and acknowledged, as applicable, which documents Buyer agrees to execute where required):

- a. Deed: a trustee's deed conveying to Buyer all of Seller's right, title and interest in and to the Property, subject only to the Permitted Exceptions and such other matters as are permitted by Section 5;
- b. Non-Foreign Certificate: a Certificate and Affidavit of Non-Foreign Status, in the form attached as EXHIBIT D;
- c. Affidavit of Title: an affidavit of title in the form required by the Title Insurer in order to issue its extended coverage owner's policy of title insurance without exception for mechanic's, materialmen's or other statutory liens, for unrecorded easements or for other rights of parties in possession;

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- d. Authority: such evidence as Title Insurer shall reasonably require as to the authority of the parties acting on behalf of Seller to enter into this Agreement and to discharge the obligations of Seller pursuant hereto;
- e. Transfer Tax: a properly-completed property state and county transfer tax return or affidavit, if any, in form and substance appropriate to the jurisdiction in which the Property is located;
- f. Reaffirmation of Representations and Warranties: a certificate of Seller, dated as of the Closing Date, reaffirming that all representations and warranties of Seller under this Agreement are true, correct and complete as of the Closing Date and that there has occurred no default or breach, nor any event which, with the giving of notice or the passage of time, or both, would constitute a default or breach by Seller under this Agreement;
- h. Closing Statement: a closing statement; and
- i. Further Documentation: such further instructions, documents and information as Buyer or Title Insurer may reasonably request as necessary to consummate the purchase and sale contemplated by this Agreement.

9.3 Costs. At the Closing:

- a. Transfer Taxes: Seller shall pay all transfer taxes incident to the conveyance of title to the Property to Buyer;
- b. Recording Costs: Buyer shall pay the cost of recording the Deed;
- c. Title Exam and Premium: Seller shall pay the costs of examination of title to the Property and owner's title insurance therefor;
- d. Title Endorsements: Buyer shall pay the cost of any endorsements to the title insurance policy, including the cost for extended coverage;
- e. Financing Costs: Buyer shall pay any mortgage recording or intangibles tax and all other taxes, costs, fees or expenses relating to Buyer's financing of the Property;
- f. Survey: Buyer shall pay the cost of the Survey;
- g. Escrow/Closing Fees: Any escrow/closing fees charged by the Title Insurer shall be shared equally by Seller and Buyer; and

- h. Other Costs: Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property as contemplated herein, including, without limitation, attorneys' fees.

10. Default and Remedies.

10.1 Buyer's Default. If the Closing does not occur as a result of a default by Buyer under the terms of this Agreement, the Deposit shall be paid to Seller, and Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Deposit as full liquidated damages for such default of Buyer, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.

- a. Liquidated Damages. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain, and that the Deposit constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages .
- b. Waiver. Seller hereby waives and covenants not to bring any action or suit, whether legal or equitable, against Buyer for damages or other redress in the event of Buyer's default hereunder.
- c. Notice and Cure. Buyer shall not be in default under this Agreement unless and until Seller has first given to Buyer written notice of the alleged default, specifying the alleged default in reasonable detail, and 5 Business Days elapse without appropriate curative action by Buyer; provided that no such notice is required for a failure by Buyer to tender performance at Closing.

10.2 Seller's Default. If Seller defaults under this Agreement, then Buyer may elect, as Buyer's sole and exclusive remedy, either to:

- a. Terminate: Terminate this Agreement by notifying Seller thereof, in which case Escrow Agent shall return the Deposit to Buyer, recover from Seller an amount of money equal to the out-of-pocket expenses actually incurred by Buyer in connection with the transaction contemplated by this Agreement, , including the inspection of the Property pursuant to Section 7, any investigation costs incurred by Buyer in undertaking efforts and activities allowed by Section 7, including surveying, engineering and architectural fees, financing fees and reasonable attorneys' fees incurred related to this Agreement (collectively, the "Acquisition Expenses"), in an amount not to exceed \$5,000.00, subject only to Section 10.2(c) and, after receipt by Buyer of the Deposit and reimbursement from Seller

EXECUTION VERSION

for the Acquisition Expenses, neither party hereto shall have any further rights or obligations hereunder, except those obligations which expressly survive the termination of this Agreement; or

- b. Specific Performance: Enforce specific performance of this Agreement provided that any suit for specific performance must be brought within 90 days of Seller's default.
- c. Damages Due Buyer. If Seller has transferred or otherwise encumbered the Property thereby preventing Buyer from obtaining specific performance, then Buyer shall be entitled to pursue an action for damages against Seller.
- d. Acquisition Expenses. If Buyer becomes entitled to reimbursement of Acquisition Expenses, Buyer shall deliver written notice to Seller specifying the amount due and enclose reasonable supporting documentation for each component of the amount claimed due. Payment shall be due from Seller within 30 days after receipt of such notice.
- d. Notice and Cure. Seller shall not be in default under this Agreement unless and until Buyer has first given to Seller a written notice of the alleged default, specifying the alleged default in reasonable detail, and 5 Business Days elapse without appropriate curative action by Seller; provided that no such notice is required for a failure by Seller to tender performance at Closing.

11. Condemnation.

- 11.1 Notice of Condemnation. Upon becoming aware of the same, Seller agrees to give Buyer immediate written notice of any actual or threatened taking in condemnation or by eminent domain (or a sale in lieu thereof).
- 11.2. Buyer Right to Terminate. Between the Contract Date and the Closing Date, any actual or threatened taking or condemnation of all or any part of the Property which would, in Buyer's reasonable judgment, adversely affect the Property or render it unsuitable for Buyer's purposes, shall, at Buyer's option, allow Buyer, by written notice to Seller, to terminate this Agreement.
  - a. Buyer Elects to Terminate. If this Agreement is so terminated, Buyer shall receive a refund of the Deposit, whereupon the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.

- b. Buyer Does Not Elect to Terminate. If Buyer does not elect to terminate this Agreement following any such notice, this Agreement shall remain in full force and effect and the conveyance of the Property contemplated herein, shall be effected.
- 11.3 Awards. At the Closing, Seller shall assign to Buyer any awards or payments for the property lost that have been or may thereafter be made for any such taking or sale in lieu thereof.
12. Assignment.
- 12.1 Assignment by Buyer. Prior to the Inspection Date, Buyer may not assign, transfer, convey, hypothecate or otherwise dispose of all or any part of its right, title and interest in this Agreement without the prior written consent of Seller, which shall not be unreasonably withheld. After the Inspection Date, Buyer may assign or transfer its right, title and interest in this Agreement to any party without the consent of Seller; provided, however, Buyer shall not be released of its obligations under this Agreement upon any such assignment or transfer.
- 12.2 Assignment by Seller. From and after the Contract Date, Seller shall not assign, transfer, convey, hypothecate or otherwise dispose of all or any part of its right, title and interest in this Agreement.
13. Buyer's Representation and Warranty. Buyer represents and warrants to Seller that: (a) it is duly organized, validly existing and in good standing under the laws of the State of its formation; (b) it has all requisite authorizations to enter into this Agreement with Seller and to consummate the transactions contemplated hereby; (c) the parties executing this Agreement on behalf of Buyer are duly authorized to so do; and (d) neither Buyer nor, to Buyer's actual knowledge, any individual having a beneficial interest in Buyer is a Person described by Section 1 of the Executive Order (No. 13224) Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49079 (September 25, 2001), and does not engage in any dealings or transactions, and is not otherwise associated with any such Persons.
14. Broker and Broker's Commission. Seller has dealt with Andrew Wiesemann of Caton Commercial Real Estate Group ("Seller's Broker") on this sale, and the Buyer has dealt with Colliers International. ("Buyer's Broker"). Seller shall pay a broker commission/referral fee to Seller's Broker pursuant to a separate written agreement, which shall be shared with Buyer's Broker. Seller hereby indemnifies, protects and defends and holds Buyer harmless from and against all losses, claims, costs, expenses, damages (including, but not limited to, attorneys' fees of counsel selected by the

indemnified party) resulting from the claims of any broker, finder, or other such party claiming by, through or under the acts or agreements of Seller.

15. Miscellaneous.

15.1 Notices.

- a. Form of Notice. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by: (i) hand; (ii) nationally-recognized overnight express delivery service; or (iii) by electronic transfer (facsimile transmission or by e-mail of a letter in "pdf" format) to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

SELLER:

J L Odle, Inc.  
2526 Chesapeake Place  
Westchester, IL 60154  
Telephone: 708-906-4018  
E-Mail: breaktime515@gmail.com

With a copy to:

Donald B. Garvey  
Garvey & Associates, Ltd.  
1S376 Summit Avenue-Unit 3C  
Oakbrook Terrace, IL 60181  
Phone: 630-932-8900  
Fax: 630-932-1114  
E-mail: dgarvey@garvlaw.com

BUYER:

IDI Logistics  
1197 Peachtree St., Suite 600  
Atlanta, Georgia 30361  
Attn: General Counsel  
Telephone: (404) 479-1618  
E-mail: david.laibstain@idilogistics.com

With a copy to:

Dykema Gossett PLLC  
39577 Woodward Avenue, Suite 300  
Bloomfield Hills, Michigan 48301  
Attn: Kyle Hauberg  
Telephone: (248) 203-0871  
Facsimile: (855) 245-0199  
E-Mail: khauberg@dykema.com

ESCROW AGENT: Chicago Title Insurance Company  
5 Westbrook corporate Center-Suite 100  
Westchester, IL 60154 (708) 409-9039  
Attn: Irene Sandoval  
Irene.sandoval@ctt.com

- b. Notice Received. Any notice or other communication sent as hereinabove provided shall be deemed received: (i) on the date of delivery, if delivered by hand or overnight express delivery service; (ii) on the date indicated on the return receipt if mailed; or (iii) on the date of transmission, if sent by electronic transfer device or e-mail.
- 15.2 Governing Law. This Agreement shall be construed and interpreted under the laws of the State in which the Land is located, without regard to its conflict of laws principles.
- 15.3 Construction. This Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the maker thereof.
- 15.4 No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
- 15.5 Entire Agreement. This Agreement and the documents incorporated herein by reference contain the entire agreement of the parties hereto with respect to the Property, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

- 15.6 Binding Effect. Subject to Section 12, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 15.7 Amendments. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.
- 15.8 Date For Performance. If the time period or date by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, does not expire on a Business Day, then such time period shall be automatically extended to the next Business Day. To the extent the statute of frauds or any other legal doctrine requires that the consummation of the transactions contemplated under this Agreement occur within a certain time period, the parties agree that their respective obligations to consummate the Closing under this Agreement will terminate and be of no further force or effect on the date which is 5 years after the Inspection Date.
- 15.9 Recording. Seller and Buyer agree that they shall not record this Agreement.
- 15.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. Electronic, facsimile or .pdf signatures shall have the same force and effect as original signatures. The parties hereto intend to be bound by the signatures on the electronic, facsimile or .pdf document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of an electronic, facsimile or .pdf signature.
- 15.11 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.
- 15.12 Survival. No representations, warranties, covenants or agreements of Seller or Buyer contained herein shall survive the Closing or the earlier termination of this Agreement, except as follows: (a) Section 10 (Default and Remedies); Section 14 (Broker and Broker's Commission); and Section 15 (Miscellaneous) shall survive the Closing or earlier termination of this Agreement indefinitely; and (b) Section 4.2 (Prorations); Section 8.3 (Seller's Pre-Closing Covenants); (Section

EXECUTION VERSION

8.6 (Buyer's Pre-Closing Covenants) and Section 8.1 (Seller's Representations and Warranties) shall survive the Closing for a period of nine (9) months.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its authorized signatory, effective as of Contract Date.

SELLER:

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED AUGUST 1, 1984 AND KNOWN AS TRUST NUMBER 61516



By: Maureen Paige 3/3/2021  
Name: MAUREEN PAIGE  
Title: Trust Officer

J L ODLE, INC.,  
an Illinois corporation

By: James Leon Odle  
Name: JAMES LEON ODLE  
Title: PRESIDENT

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

BUYER:

IDI LOGISTICS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its authorized signatory, effective as of Contract Date.

SELLER:

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED AUGUST 1, 1984 AND KNOWN AS TRUST NUMBER 61516

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

J L ODLE, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER:

IDI LOGISTICS, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Tim Moore  
Title: SVP & Regional Director

EXHIBIT A

DESCRIPTION OF LAND

Real property located in Cook County, Illinois, more particularly described as:

**That part of Lot "B" in Cummings and Forman Real Estate Corporation Subdivision of Lots 8 and 11 and part of Lots 9, 10, 14 and 15 in Commissioner's Partition of the North 56 acres of the West Half of Section 15, Township 39 North, Range 12 East of the Third Principal Meridian, (except that part of Lot "B" lying North of the Southerly line of South Maywood Drive as dedicated by a plat of dedication recorded August 8, 1928 as document 10112659 and except that part of Lot "B" described as follows: Commencing at the Northwest corner of aforesaid Lot "B"; thence Southerly along the West line of Lot "B" a distance of 154.32 feet to the point of beginning; thence continuing Southerly on a prolongation of the last described course to the South line of said Lot "B"; thence Westerly along the South line of said Lot "B" to the Southwest corner of Lot "B", aforesaid point also being the point of curvature of a curve having a radius of 318.37 feet concave to the Southeast; thence along the arc of said curve a distance of 499.32 feet to the point of tangency, also being the point of beginning), all in Cook County, Illinois.**

**P.I.N. 15-15-102-014-0000**

Commonly known as: 1900 S. Maywood Dr., Maywood, Illinois 60153

EXHIBIT B

PERMITTED EXCEPTIONS

- 1 Taxes and assessments for the year in which the Closing occurs and subsequent years.
2. Such state of facts which would be shown by a current survey of the Property and not timely objected to by Buyer pursuant to this Agreement.
3. Other title exceptions listed in Buyer's Title Commitment and not timely objected to by Buyer pursuant to this Agreement.

EXHIBIT C

LIST OF DUE DILIGENCE MATERIALS

- a. Notices: All written notices from any governmental or quasi-governmental authority of a violation of any law or regulation (including, without limitation, Environmental Laws) with respect to the Property (or any portion thereof) which remains uncured or with respect to the exercise by such authority of the right of condemnation or eminent domain;
- b. Seller's Title Insurance. Copies of Seller's title insurance policies affecting the Property;
- c. Environmental Reports. All Environmental Reports;
- d. Tax Bills; Statement of Assessed Value. All tax bills affecting the Property (or any portion thereof) for the past three (3) years, a current Statement of Assessed Value, and all written notices of change in the assessed value of the Property (or any portion thereof);
- e. Permits. Any permits affecting the Property;
- f. Site Reports. Soil, geotechnical, engineering, seismic, and other similar or related reports for the Property;
- g. Zoning. Evidence of zoning and any conditions of development and/or platting imposed upon the Property;
- h. Surveys/Plats. All existing surveys and plats of the Property;
- i. Utilities. All utility bills for the Property over the period of the three (3) months preceding the Contract Date, including evidence of payment of such bills;
- j. Encumbrances and Service Contracts. Copies of all service contracts or other agreements binding or encumbering the Property and copies of all encumbrances, easements, and matters of record encumbering the Property;
- k. Insurance. Certificates of Insurance for all policies currently insuring or relating to the Property, and all schedules of claims, if any, over the period of the three (3) calendar years preceding the Contract Date; and

EXECUTION VERSION

1. Miscellaneous. Such further instruments, documents and information as Buyer may have reasonably requested as necessary for preparation for the Closing.

EXHIBIT D

Form of Non-Foreign Affidavit

NON-FOREIGN AFFIDAVIT

The undersigned deponent (the "Deponent"), having personally appeared before the undersigned notary public and first having been duly sworn according to law, deposes and says under oath as follows:

1. Deponent is presently a \_\_\_\_\_ of J L Odle, Inc. and Illinois corporation[ (the "Seller").

2. In such capacity, the Deponent has personal knowledge of the facts sworn to in this affidavit and such facts are true and correct.

3. The Seller is the owner of certain real estate, a depiction of which is set forth on Exhibit A attached hereto and made a part hereof, together with all fixtures, improvements, easements and appurtenances related thereto (collectively, the "Property").

4. Deponent understands that Section 1445 of the United States Internal Revenue Code of 1986 (as amended, the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a "foreign person" (as defined in the Code). For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform [BUYER NAME: \_\_\_\_\_], [a \_\_\_\_\_] (the "Transferee") that withholding of tax is not required upon the disposition of a U.S. real property interest by the Seller, Deponent hereby certifies the following:

(a) The Seller is not a "non-resident alien" for purposes of United States income taxation or otherwise a "foreign person," as defined in Section 1445 of the Code.

(b) The Seller is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations issued under the Code.

(c) The Seller's United States taxpayer identification number is \_\_\_\_\_.

(d) The address (and, if different, the mailing address) of the Seller is \_\_\_\_\_.

(e) The Seller owns 100% of the aforesaid Property.

(f) Deponent is making this Affidavit pursuant to the provisions of Section 1445 of the Code in connection with the conveyance of the real property described on Exhibit A, attached hereto and incorporated herein by reference, by the Seller to Transferee, which conveyance constitutes the disposition by the Seller of a United States real property interest, for the purpose of establishing that Transferee is not required to withhold tax pursuant to Section 1445 of the Code in connection with such disposition.

(g) Deponent acknowledges that this Affidavit may be disclosed to the Internal Revenue Service by Transferee, that this Affidavit is made under penalty of perjury, and that any false statement made herein could be punished by fine, imprisonment or both.

5. Under penalty of perjury, I declare that I have examined the foregoing Affidavit and hereby certify that it is true, correct and complete and I further declare that I have the authority to make this affidavit and the certifications contained herein on behalf of the Seller.

Sworn to and subscribed before me,  
this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_, in his/her  
capacity as \_\_\_\_\_ of

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My commission expires:

# Village of



# MAYWOOD

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

To: Willie Norfleet Jr., Village Manager  
From: Angela Smith, Coordinator of Business Dev.  
Date: May 4, 2021- Agenda Item  
Re: Sale of ANLAP Lot: 715 S. 7<sup>th</sup> Ave 15-11-342-005-0000

## **BACKGROUND:**

Please find attached an application (**Exhibit 1**) submitted by the owner of 717 S. 7th for purchase of the Village Owned Property located at 715 S. 7<sup>th</sup> under the ANLAP program. The property has approximately 3,100 square feet and deemed unbuildable. In 2003 the Village acquired this property through Cook County Scavenger sale which resulted in a Tax Deed (**Exhibit 2**). Staff is certain that this lot was once associated with the petitioner's lot, the petitioner has maintained the lot by keeping the grass cut and would like to purchase the lot to continue maintenance and improvement.

Mr. Paz as the adjacent property owner qualifies for purchase of the vacant lot under the terms of the ANLAP program. Village records indicate that Mr. Paz is not delinquent in payments associated with his adjacent property. He has made an offer of \$500.00 for the property and will be required to pay \$1500.00 deposit to cover administrative cost associated with conveying the Deed.

## **FINANCIAL IMPACT:**

The taxes would be reactivated generating additional revenue for the Village. The estimate annual taxes based on similar improved vacant lots would be approximately \$1200.00. The sale of the property to Mr. Paz will also increase the assessed value of his property at 717 S. 7<sup>th</sup> Avenue due to consolidation of the PINS.

## **RECOMMENDATION:**

The Village Board of Trustees approves the sale of the substandard Village-owned vacant lot, PIN 15-11-342-005 located at 715 S. 7th, to Mr. Paz for \$500.00 under the terms and conditions of the Adjacent Neighbor Land Acquisition Program (ANLAP).

### Attachments:

1. Sales Initiation Application submitted by Mr. Paz
2. Cook County Deed Search
3. Pictures of site

Village of



"VILLAGE OF MAYWOOD"

"OFFICIAL BUSINESS"  
MAYWOOD

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-6351

COMMUNITY DEVELOPMENT

**SALES INITIATION FORM • ANLAP**  
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: 03/23/2021

Name of Applicant: Cuauhtemoc Paz

Organization (if applicable): \_\_\_\_\_

Address: 717 s 7th ave

Telephone Number (daytime): (773) 416-9948 email: paz4c.cp@gmail.com

SALES PROGRAM: \_\_\_\_\_ Tax Reactivation  ANLAP

Address of Village-owned property: 715 s 7th ave

Permanent Index Number(s) (PIN): 15-11-342-005-0000

**Detailed description of the intended use for the property (RESPONSE REQUIRED):**

Addition to backyard

*Via Email*  
Received by: Angela Smith  
Community Development Department

Date: 3/24/2021

"VILLAGE OF MAYWOOD"  
"OFFICIAL BUSINESS"

**OFFER TO PURCHASE REAL ESTATE**

Sales Program: \_\_\_\_\_ Tax Reactivation  ANLAP

Property Address: 715 s 7th ave

Permanent Index Number(s)/PIN(s): 15-11-342-005-0000

Name(s) of Bidder(s): Cuauhtemoc Paz

Address: 717 s 7th ave

Maywood	Illinois	Apt./Unit #
Town	State	Zip Code

Phone: (773) 416-9948

Home Business

**REDEVELOPMENT PROPOSAL**

Proposed use: Additional space to be used as a backyard

Zoning: R-2 Zoning Variance/Special Use Permit Request:  Yes  No

Purchase Offer Amount: \$ 500

**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.

**Bid Summary Sheet**

**Property Address:** 715 s 7th ave

**Permanent Index Number(s)/PIN:** 15-11-342-005-0000 **Bundle #:**                     

<b>Name of Bidder</b>	<b>Title of Bidder</b>
Cuauhtemoc Paz	

**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:** \$ 500

*To be completed by the Community Development Department*

**Approval of Board of Trustees:**  Yes  No *5/4/21 BOT Agenda*

**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. #:** \_\_\_\_\_

**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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: Cuauhtemoc Paz  
*(Please print/type carefully.)*

Address: 717 s 7th ave

Signature of Bidder or Official of Bidder: 

Date: 03/23/2021

## **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 \$1500.00 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.

**TAX DEED - SCAVENGER SALE**



Doc#: 0610134119 Fee: \$30.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/11/2006 03:35 PM Pg: 1 of 4

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )  
No. 24852 D.

At a **PUBLIC SALE OF REAL ESTATE** for the **NON-PAYMENT OF TAXES** for two or more years, pursuant to Section 21-260 of the Illinois Property Tax Code, as amended, held in the County of Cook on November 21, 2003 the County Collector sold the real estate identified by permanent real estate index number 15-11-342-005 and legally described as follows:

**SEE ATTACHED EXHIBIT A**

Section 11, Town 39 N. Range 12  
East of the Third Principal Meridian, situated in said Cook County and State of Illinois;

And the real estate not having been redeemed from the sale, and it appearing that the holder of the Certificate of Purchase of said real estate has complied with the laws of the State of Illinois, necessary to entitle him to a deed of said real estate, as found and ordered by the Circuit Court of Cook County;

I, **DAVID D. ORR**, County Clerk of the County of Cook, Illinois, 118 N. Clark Street, Rm. 434, Chicago, Illinois, in consideration of the premises and by virtue of the statutes of the State of Illinois in such cases provided, grant and convey to the Village of Maywood, an Illinois municipal corporation residing and having his (her or their) residence and post office address at 40 West Madison Street, Maywood, Illinois 60153 his (her or their) heirs and assigns **FOREVER**, the said real estate hereinabove described.

The following provision of the Compiled Statutes of the State of Illinois, being 35 ILCS 200/22-85, is recited, pursuant to law;

"Unless the holder of the certificate purchased at any tax sale under this Code takes out the deed in the time provided by law, and records the same within one year from and after the time for redemption expires, the certificate or deed, and the sale on which it is based, shall, after the expiration of the one year period, be absolutely void with no right to reimbursement. If the holder of the certificate is prevented from obtaining a deed by injunction or order of any court, or by the refusal or inability of any court to act upon the application for a tax deed, or by the refusal of the clerk to execute the same deed, the time he or she is so prevented shall be excluded from computation of the one year period."

Given under my hand and seal, this 14th day of July, 2005.

David D. Orr County Clerk

MAIL TO  
RECORDER'S BOX 324 (JH/JPB)

No.

**24852**

D.

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**TWO YEAR  
DELINQUENT SALE**

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**DAVID D. ORR  
County Clerk of Cook County Illinois**

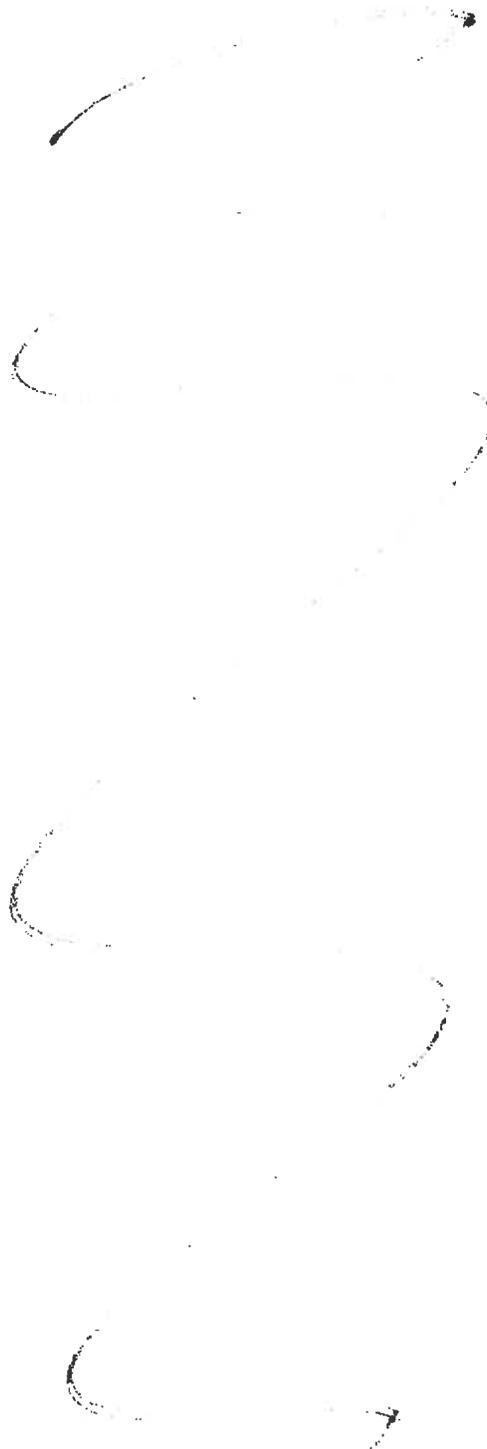
**TO**

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**EXHIBIT A**  
**Legal Description**

LOT 8 IN BLOCK 108 IN MAYWOOD, A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 2 AND THE SOUTH ½ AND THE WEST ½ OF SECTION 11 AND THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



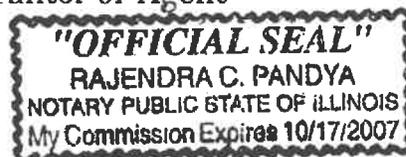
**STATEMENT BY GRANTOR AND GRANTEE**

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated September 26, 2005 Signature: David D. Orr  
Grantor or Agent

Subscribed and sworn to before me by the said David D. Orr this 26th day of September, 2005

Notary Public Rajendra C. Pandya



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, and Illinois corporation or foreign corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated March 22, 2006 Signature: [Signature]

Subscribed and sworn to before me by the said \_\_\_\_\_ this 5th day of April, 2006

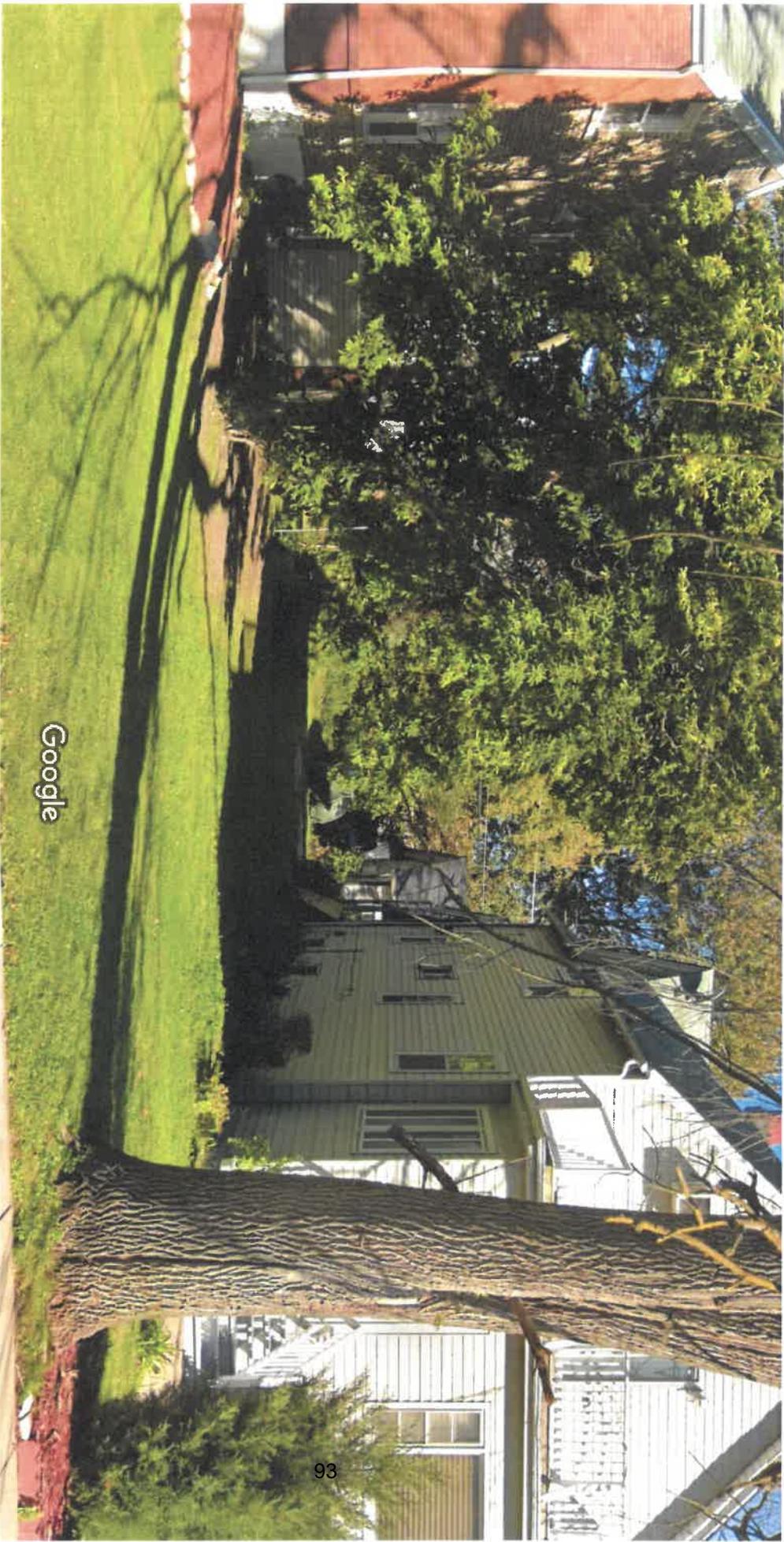
Notary Public [Signature]



**NOTE:** Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

Google Maps 715 S 7th Ave



Google

Maywood, Illinois



Street View

Image capture: Oct 2018 @ 2021 Google

Property Characteristics for PIN:

**15-11-342-005-0000**



**PROPERTY ADDRESS**

715 S 7TH AVE  
 MAYWOOD  
 60153  
 Township: PROVISO

**MAILING ADDRESS**

**PROPERTY CHARACTERISTICS**

**CURRENT INFORMATION**

**Tax Year 2020 Assessed Value:**

Most Recent Assessment Information: 0  
 (2020 Assessor Certified)

Estimated Property Value:

Lot Size (SqFt): 0

Building (SqFt):

Property Class: 0-00

Tax Rate : 0.000

Tax Code : 31084

**TAX BILLED AMOUNTS & TAX HISTORY**

2020: \$0.00\* Exempt PIN  
 2019: \$0.00 Exempt PIN  
 2018: \$0.00 Exempt PIN  
 2017: \$0.00 Exempt PIN  
 2016: \$0.00 Exempt PIN

\*(1st Install Only)

**EXEMPTIONS**

2020: Not Available  
 2019: 0 Exemptions Received  
 2018: 0 Exemptions Received  
 2017: 0 Exemptions Received  
 2016: 0 Exemptions Received

**APPEALS**

2020: Not Available  
 2019: Not Available  
 2018: Appeal Information  
 2017: Appeal Information  
 2016: Appeal Information

**REFUNDS AVAILABLE**

No Refund Available

**TAX SALE (DELINQUENCIES)**

2020: Tax Sale Has Not Occurred  
 2019: Tax Sale Has Not Occurred  
 2018: Tax Sale Has Not Occurred  
 2017: No Tax Sale  
 2016: No Tax Sale

**DOCUMENTS, DEEDS & LIENS**

0610134119 - DEED - 04/11/2006  
 0530734071 - VACATION/DEDICATION - 11/03/2005  
 99344469 - LIEN - 04/09/1999  
 96935594 - LIS PENDENS - 12/11/1996  
 93853351 - QUIT CLAIM DEED - 10/22/1993

*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.**



## MEMORANDUM

**TO:** Village Mayor and Board of Trustees

**FROM:** Willie Norfleet, Jr.  
Village Manager

**SUBJECT:** Discussion Concerning Opening Up the Village Facilities, Parks and Outdoor Activities as It Relates to the Restore Illinois Phase 4 Guidelines

**DATE:** May 4, 2021

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There have been several inquiries to when the Village of Maywood will open the 200 Multi-Purpose Building, gym, park usage, ballfields, yard sales, block club parties and parades.

Most of these facilities, parks and activities were closed because of COVID-19 concerns.

I have included a copy of the Illinois Department of Commerce & Economic Opportunity document titled RESTORE ILLINOIS PHASE 4 GUIDELINES FAQ, updated April 21, 2021 for your review.

I recommend that the Village of Maywood review the RESTORE ILLINOIS PHASE 4 GUIDELINES FAQ and open the facilities, parks and activities according to RESTORE ILLINOIS PHASE 4 GUIDELINES FAQ.



**Illinois  
Department of Commerce  
& Economic Opportunity**  
JB Pritzker, Governor

## RESTORE ILLINOIS PHASE 4 GUIDELINES FAQ

*Updated April 21, 2021*

Currently, every region of the state is in Phase 4 of the five-phase Restore Illinois mitigation plan. On March 18, 2021 Governor Pritzker announced a metrics-based, vaccination-informed framework for Illinois to advance to Phase 5 of the state’s Restore Illinois Plan, our new normal. Any adjustments made to the current Phase 4 mitigations were made in coordination with business leaders and health experts, to ensure mitigations reflect the latest science and are consistent across industries. For additional information on Phase 4, the “Bridge Phase”, as well as the metrics used to determine when the State will enter the Bridge Phase and Phase 5, please see the [DPH Bridge Phase FAQ](#).

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### Proof of Vaccination of Negative COVID-19 Test

**How are capacity limits outlined in the guidelines impacted for guests or patrons that are able to demonstrate immunity with proof of a vaccination or negative COVID-19 test?**

- Individuals with proof of full vaccination plus 14 days or a negative COVID-19 test (PCR) 1 to 3 days prior to an event or outing do not count against capacity limits. Patrons and attendees must show proof of completed vaccination series or recent negative COVID-19 test prior to entry and are subject to additional state face covering rules and social distancing guidelines of at least 6’ between individuals that are not in the same household or group even if they meet the criteria for demonstrated immunity.

**Is this effective immediately, or not until the Bridge Phase?**

- This is effective immediately.

**Is there a standard way to verify vaccination and/or having received a negative COVID-19 test?**

- Following full vaccination, individuals receive a vaccination card from the administrator of the vaccine. At this point, there is no uniform proof of vaccine or negative COVID-19 tests. Businesses should develop methods to evaluate authenticity of the documentation provided.

**Does this apply to all sectors which have guidelines?**

- Yes.

**How are businesses supposed to track individuals who received vaccinations or a negative COVID-19 test?**

- Businesses are responsible for managing their capacity and admission procedures within the venue to establish a protocol and system to verify proof of a vaccination plus 14 days or a negative COVID-19 test. Businesses should evaluate privacy concerns to implement a reliable method to manage proof of vaccinations or negative COVID-19 test. If a venue is being utilized by a company for an event, the event host is responsible for compliance.
- If businesses opt to establish a system of checking proof of vaccination or a negative COVID-19 test to permit greater capacity, businesses should evaluate all applicable data privacy laws for retention of the information. Businesses are not required to ask all patrons of proof of vaccination or negative COVID-19 test if they wish to remain within Restore Illinois Phase 4 and Bridge Phase limits.

**What, if any, records should a business or organization retain to comply with the stated option that persons with proof of vaccination or a negative COVID test do not count towards capacity?**

- Similar to displaying a driver's license to show proof of age, individuals would show proof of vaccination with their card or online confirmation of a negative COVID test prior to entry. Retaining a copy of the record is not a requirement of compliance with this option. Businesses that have registration options for an event, could have a self-reporting function on the registration that the individual would check a box during the registration and then at the time of the event, provide the proof prior to entering the event. Clear communication to attendees on this requirement and expectation to bring the documentation with them for the event is recommended. Please consult an attorney with any data privacy or HIPAA compliance questions.

**Is there a cap on the number of vaccinated individuals an establishment can allow on the premises?**

- Venues with fixed seating such as a theater, restaurant, and sporting venue are limited by the requirement to maintain at least 6' social distancing between groups. Venues without fixed seating need to implement a method to ensure that groups maintain 6' social distancing within the space.

- For both fixed seating and non-fixed seating venues, capacities may also not exceed the maximum allowable capacity otherwise indicated by applicable codes (e.g. fire code) if other social distancing measures are feasible.

**If an individual has a proven immunity through proof vaccinations or a recent negative COVID-19 test, can those individuals intermingle with people outside their group without social distancing?**

- No. The concept of permitting individuals to not count towards the capacity limits does not permit the individuals to also mix within the venue, event, or other industry space and not follow the other restrictions.

## **Restaurant & Bars**

**What is the capacity for indoor dining, and when is it permissible?**

- In Phase 4, Capacity is limited based on arranging tables so that seated patrons are a minimum six feet away from patrons at other tables (previously tables needed to be spaced 6 feet apart; now the seatbacks at one table must be 6 feet from the seatbacks at the other table).

**Can bars and restaurants increase the size of their tables if some or all of the guests are vaccinated or present proof of a negative COVID-19 test?**

- Yes. The party size set forth in the guidance (no more than 10 persons) can be increased to more than 10 because the individuals who provide proof of the vaccination or a negative COVID test do not count towards maximum of 10 persons per party at a restaurant and/or bar.

**Can bars and restaurants' place tables closer than six feet apart if some or all of the guests at adjacent tables are vaccinated or present proof of a negative COVID-19 test?**

- No. Tables must continue to be spaced in accordance with the dining guidelines (6' from chair backs).

**For indoor spaces that accommodate eating/drinking, how does this affect the standing area capacity established in the guidelines?**

- As long as the establishment operators can manage the standing area to ensure parties are placed at standing tables, not mixing and spaced at least 6' apart, then the standing area capacity (25%) can be increased with individuals that provide the proof of vaccination or negative COVID test.

**What is considered a “room” for indoor dining purposes?**

- A room is a separate and distinct area within an establishment that has transitional elements between the spaces (such as plexiglass, doors, walls, etc.).

**Do patrons need to wear face coverings inside the restaurant or bar?**

- Yes. Patrons should wear face coverings as soon as they enter the premises and keep them on except while eating and drinking.

### **What is considered “outdoor dining”?**

A dining or drinking area is considered an outdoor dining or drinking area if the area meets any of the following criteria:

1. Located on the rooftop of a building or within establishment with retractable roof (should remain open during hours of operation of outdoor dining and/or drinking); or
2. Outdoor space connected to or located on the site of a restaurant, grocery store, health or fitness center, hotel, golf club, or other social club with a food establishment license; or
3. Indoor space where 50% or more of a wall can be removed via the opening of windows, doors, or panels provided that dining tables are within 8-ft from such opening; or
4. Any other outdoor dining and drinking areas authorized by local governments provided that food and drinks are prepared by licensed food or liquor establishments and that proper social distancing of 6-ft between designated customer tables and/or other seating areas is observed and parties are of 6 persons or fewer.

### **Is an outdoor structure such as a dome, tent, or igloo permitted as “outdoor dining” under the guidance?**

- Yes. Below outlines the guidance for outdoor dining structures and businesses should consult the Illinois Fire Marshal and local fire department for specific guidance on Fire Codes for these structures:

#### Tents and Other Outdoor Structures for Multiple Tables/Separate Dining Groups

Provided they comply with all required municipal and/or local liquor commission restrictions and approvals, temporary outdoor structures, including tents, are permissible if they comply with the following requirements:

- Temporary outdoor structures must have at least two of the sides open to provide adequate air flow;
- Patrons inside a temporary outdoor structure must be seated, and tables must be spaced a minimum of six feet apart;
- All structural materials should have a fire-resistant certification or flame certification showing material is fire-rated or noncombustible;
- Restaurants will need inclement weather plans in writing and trained staff to prevent any injuries in storms, snow, or other unsafe situations.

#### Tents or Domes/Igloos for Single Table Dining Groups

- Single party only (subject to mitigation restrictions on dining party size);
- The structure must maintain air circulation at all times, for example via an open door, two opposing window/side openings or an open roof panel or panels. Interactions with waitstaff should be brief and all parties must have masks on during these exchanges.
- Sanitize the chairs and table after each use; and
- Servers and other waitstaff to minimize their time in the structure, including instituting measures such as a QR Code menu.

#### Heating Devices

Businesses should consult with local municipalities and ensure compliance with local and state fire codes to determine if heating devices are permitted within a temporary outdoor structure,

and if so, how to operate the device within the structure. Assuming the heating device is permitted, establishments should follow these additional safety considerations to ensure responsible operations:

- Outdoor spaces with heating devices must keep devices away from combustible materials, such as tents, at all times.
- Enclosed areas with heating devices must have clearly marked entrances and exits.
- Businesses must have sufficient fire extinguishers to cover indoor and outdoor spaces.

#### **Can bars and restaurants allow walk-in patrons for outdoor dining?**

- Bars and restaurants should take reservations for all parties for contact tracing purposes. However, bars and restaurants can accept walk-ins provided they record the contact information of at least one person in the party – this is considered a walk-up reservation.

#### **Bars and restaurants are required to utilize a reservation system for patrons. How long should the business retain the reservation record?**

- The state recommends businesses maintain a copy of the reservation list for a minimum of 28 days. This will enable the business and state/local health officials to contact the patrons in the event of exposure to COVID-19.

#### **Is live music permissible?**

- Live music is permitted but employees and performers should follow social distancing guidelines, keeping the maximum distance possible from each other and from customers. Performers should wear face coverings where possible and the use of barriers between singers and customers and employees during the performance is strongly encouraged.
- Dancing and singing by patrons (i.e. karaoke) should not be permitted.

### **Meetings, Conventions and Trade Shows**

#### **What are the capacity limits for venues hosting meetings, conventions and/or trade shows?**

- Venues hosting meetings, conventions and trade shows may operate under the following capacity restrictions:
  - Venues with overall capacity under 200 people may operate at the lesser of 50 people, or 50% of the overall capacity.
  - Venues with overall capacity more than 200 people may operate at the lesser of 250 people, or 25% of the overall capacity.

### **Social Events**

#### **What is considered a social event?**

- Social events include, but are not limited to, weddings, bridal & baby showers, receptions, birthday parties, proms, picnics & barbecues, and funerals.

#### **What are the capacity limits for social events?**

- Venues hosting indoor weddings and social events are limited to lesser of 50 guests with OR 50% of overall room capacity and outdoor social events are limited to the lesser of 100 guests or 50% capacity

- A venue with multiple rooms may NOT split one wedding party into multiple rooms.
- An outdoor wedding venue may not place multiple tents 30 feet apart to accommodate multiple groups of 100 people for one wedding
- Dance floors should remain closed

**What about restrictions for school graduation ceremonies?**

- Schools should follow the seated spectator event [guidance](#), including that capacity is limited to 25% of the seated capacity for indoor venues with an overall capacity greater than 200 people. In Phase 4, for indoor venues with a capacity of less than 200 people, capacity is the lesser of 50 people or 50% capacity.

**How does the guidance apply to end of school year celebrations such as prom?**

- Schools should consider prom alternatives, and for end of school celebrations should consider outdoor events that allow for social distancing
- In Phase 4, as with other social events, indoor capacity is limited to lesser of 50 guests OR 50% of overall room capacity and outdoor social events are limited to the lesser of 100 guests or 50% capacity.
- Participants need to have their face covering on for the event, only remove the face covering when eating or drinking.
- Dance floors at social events are not permitted at this time
- Venue operators should have a plan to limit congregation and crowding during entry/exit and throughout duration of the event
- Venue operators and event organizers should discourage standing and congregating in any areas
- Tables should be limited to 10 attendees and spaced so that attendees at separate tables are seated at least 6 feet apart

**Does the gathering prohibition extend to internal office meetings and trainings?**

- No. However, to the extent that the employee training sessions and meetings can be performed virtually, please do so.
- Internal employee meetings and trainings may be held on-site, for company purposes. On-site trainings and/or meetings for employees, must follow all guidelines related to social distancing and participants must have masks on during the sessions. The tables should be spread out so that the participants are greater than 6' apart.

**Outdoor Markets and Festivals**

**Are outdoor festivals and fairs permitted in Phase 4?**

- Yes; outdoor festivals, fairs, car shows, etc. should follow the Outdoor Markets and Festivals Guidelines.
- Capacity is limited to 15 people per 1,000 square feet.
- Event operators should design a plan to ensure social distancing throughout the event and designate employee(s) to monitor capacity limits and social distancing through the venue, including entrance, egress, and other locations, especially indoor spaces, where attendees are likely to congregate.

- Live music is permissible, but dance areas should be closed.
- Face coverings should be worn at all times by patrons, staff and vendors.

**Are flea markets and farmers markets permissible?**

- Yes, flea markets and farmers markets should follow these extra precautions:
  - For both indoor and outdoor markets, venue capacity should not exceed 25%, or 15 people per 1,000 square feet.
  - Indoor markets should open windows and doors for fresh air flow, when possible.
  - Face coverings should always be worn, whether indoor or outdoor.
  - Markets that offer food and beverage should follow the [indoor and outdoor dining guidelines](#)
  - Markets should have hand sanitizer available for customers upon entering the flea market and/or available at various locations within the flea market.
  - Vendors are encouraged to use an impermeable barrier or a second table between vendors and customers.
  - Markets are encouraged to space out booths/exhibits to limit customers from congregating.
  - Markets should have employees monitoring the venue to ensure customers are social distancing and wearing face coverings.

**Are amusement parks allowed to reopen?**

- Yes; Amusement parks should operate at no more than 25% capacity.
- Park operators should design a plan to ensure social distancing within the park property, especially at locations where visitors are likely to congregate.
- Ensure at least 6-ft. between seats on rides occupied by park guests that are not members of the same household or party.

**Sports and Fitness Centers**

**Can individuals and/or teams play competitive games out of state?**

- Out of state travel is permissible for sports that are permitted participate in Level 4 activities pursuant to the All Sports Policy. Please refer to that policy to determine if out of state travel is permissible.

**Do people have to wear face coverings in health and fitness centers if they can stay six feet apart?**

- Face coverings should be worn at all times when inside a health and fitness center, including while exercise. Face coverings should also be worn when outside if unable to maintain six feet social distancing from another individual.

**Do athletes playing indoor sports have to wear face coverings even if they can stay six feet apart?**

- Yes. Athletes should wear face coverings at all times when playing indoor sports, with the exception of when wearing a mask could lead to injury as set forth in the All Sports Policy

- Spectators should wear face coverings at all times when inside the sports venue

**What about when playing outdoor sports?**

- Face coverings are proven to reduce the spread of COVID-19 and are encouraged to be worn at all times
- Athletes playing outdoor sports should wear a face covering whenever six feet of social distancing cannot be maintained
- Spectators for outdoor events should wear face coverings whenever six feet of social distancing cannot be maintained

**Do athletes need to be tested before participating in sports?**

- Individuals who participate in higher-risk sports should be tested no less than twice per week, and preferably as close to possible to competition: within 72 hours of play if receiving PCR testing or within 24 hours of play if receiving antigen testing.
- All individuals that come into close contact with participants, coaches, trainers, and other individuals should be tested for COVID-19 prior to competition
- Individuals younger than 13, or individuals who are fully vaccinated and do not exhibit symptoms of COVID-19, do not need to be tested
- Testing should be conducted regularly, at least twice per week for higher-risk sports, and regardless of signs or symptoms or whether the athlete has come into contact with someone who has been diagnosed with COVID-19

**Do non-competitive dance classes and lessons fall under the All Sports Guidelines?**

- Yes.

**Can you apply the 50-person gathering limit to 5K or 10K races?**

- Yes. 5K or 10K races can be classified as outdoor recreation and follow those posted guidelines. Applying the principle to running races, they can be held if the start times are staggered enough so that the groups do not mix with one another regardless of the individuals pace running and/or walking. The minimum guidelines should be staggered starts of 30 minutes and the start and finish points should be different locations to avoid gatherings over 50 people. Municipalities and local public health departments are provided discretion in methods to implement the remainder of the guidelines for youth and recreational sports ([link here](#))

**Indoor Recreation, Theaters, and other Entertainment Venues**

**Can trampoline parks and indoor playgrounds operate?**

- Yes; indoor playgrounds and trampoline parks may be open and follow the capacity restrictions for indoor recreation, which allows the lesser of 50 people or 50% capacity of the facility while in Phase 4.

**Are theatres permitted in Phase 4?**

- Yes; indoor and outdoor movie theaters are permitted to be open in Phase 4.
- Indoor venues with capacity of less than 200 people may have the lesser of 50 people or 50% capacity.

- Indoor venues with capacity of more than 200 people may operate at no more than 25% capacity.
- Outdoor theaters and performing arts venues should operate at 25% of overall theater or performance space capacity.
- Cleaning and disinfecting of occupied seats or tables between use by different groups or parties, and again at closing time.
- Theaters and performing arts [guidelines](#)

**What about outdoor concerts that do not have seats, like concerts in the park?**

- Concerts in the park are permissible, and should follow the capacity restrictions set forth in the outdoor festival guidelines, which is 15 people per 1,000 square feet.

**Are drive-in theaters and concerts permissible in Phase 4?**

- Yes. In addition to following the safety and sanitation procedures set forth in the [theatre and performing arts guidelines](#), drive-in theater and concert venues should follow these additional guidelines:
  - Oversized vehicles are not permitted (buses, RVs, limousines).
  - Venues must obtain the name, address, phone number and email address of at least one person per vehicle.
  - Tickets should be purchased on-line or over the phone in advance of the performance.
  - Venues should provide landmarks for attendees to easily identify where there are/were in the venue.
  - If patrons will exit the vehicle (concerts), vehicles must be parked in every third parking spot.
    - Individuals exiting the vehicle must remain in one space immediately adjacent to their vehicle.
    - Spaces should be clearly outlined (e.g. parking cones, parking stop, etc.) for ease of enforcement of social distancing measures between spaces.
    - Tents are not permitted.
    - Venue staff should monitor area to ensure groups are not congregating.
  - If patrons will remain in the vehicle (movie theaters), vehicles must be parked in every other spot.
  - Individuals must wear masks when outside of their vehicle or designated space.

**Day Cares and Day Camps**

**What guidance will day camps need to follow in Phase 4?**

- Daycares licensed by DCFS should continue to follow [those guidelines](#).
- Group sizes should be limited to 15 participants to 1 adult.
- Operators need to follow the IDPH guidelines on any water-based activities to follow IDPH guidance.
- Guidance on holding activities requiring physical exertion and/or exertion of voice outdoors moved to best practice.

### **Are overnight camps permissible?**

- Yes. Camps should follow the updated guidelines for Day and Overnight Camps.

### **What water-based activities are permissible at camps?**

- Camps should follow the [swimming facility guidelines](#) set forth by IDPH. Camps may also offer non-swim related activities, such as water balloons, sprinklers, and hoses. Slip-and-slides and similar type activities where multiple participants are in repeated contact with the equipment should not be used. Camps should ensure each participant has his/her own towel, and proper handwashing hygiene should be observed before and after the activity.

### **Are daycares permissible in areas under mitigation?**

- Yes. Daycares licensed by DCFS should continue to follow [those guidelines](#).

### **What about day camps not licensed by DCFS?**

- Day camps not licensed by DCFS can operate in group sizes of 30 or fewer.
- Mitigation measures do not impact day camp guidance.

## **Miscellaneous Questions**

### **Is there an exemption to the requirement that individuals wear a face covering when within six feet of other program participants?**

- No. Face coverings are required unless an individual has a medical condition that prevents him/her from doing so. To establish the medical condition an individual should consider obtaining a doctor's note. The exemption is for individuals, not for entire business/programs. Local health departments do not issue exemptions.

### **What is the guidance for churches and other places of worship?**

- Religious organizations and houses of worship are strongly encouraged to consult and follow the recommended practices and guidelines from the [Illinois Department of Public Health](#).
- As set forth in the IDPH [guidelines](#), the recommendation for capacity within a church or other place of worship is as follows: (a) for facilities with an overall capacity limit of less than 200 people, the capacity should be the lesser of 50 people or 50% capacity; or (b) for facilities with an overall capacity limit of 200 people or more, or when outdoors, current guidelines recommend gatherings of no more than 25% capacity.
- Religious organizations are strongly encouraged to take steps to ensure social distancing, the use of face coverings, and implementation of other public health measures
- The IDPH guidance provides additional guidance on a variety of issues including: individual control measures and screening, cleaning protocols, and singing and group recitation.

### **Are there restrictions for funeral homes?**

- Funeral home operators should follow the indoor group size restriction of the lesser of 50 people or 50% capacity of the room.

Village of



# MAYWOOD

## FIRE DEPARTMENT

700 ST. CHARLES ROAD, MAYWOOD, ILLINOIS 60153 • 708-681-8861 • FAX 708-681-8840

**FIRE CHIEF - CRAIG BRONAUGH, JR.**

**Date:** April 29, 2021  
**To:** Office of the Village Manager  
**From:** Office of the Fire Chief *CRAIG*  
**Re:** Board Agenda Item Request

The attached is a request to have Fire Department Personnel acknowledged before the Village Board of Trustees. I am respectfully asking if this item can be added to the upcoming Board of Trustees Meeting Agenda. Please let me know if you have any questions.

Thank you in advance.

**CC:** File



## LETTER OF COMMENDATION

Monday April 26, 2021

Firefighters: **Doug Hardtke, Phil Brooks, Hrvoje Zolo, Anthony Jackson**

This letter is to congratulate you on a job well done on **Medical Run #21-1248-2**.

Earlier today at 08:24 Hours you responded to a report of a person who fell to the floor. Upon your arrival on the scene, Ambulance 500 (FF. Zolo & FF. Jackson) discovered a 70 years old female in Full Arrest. You called for assistance (Ambulance 501 FF. Hardtke & FF. Brooks), while simultaneously performing CPR; Your AED summoned a Shock Advise Order. Ambulance 500 initiated 3-Shocks to the Patient while still in the House. After initiating the 3-Shocks, all members together, provided prompt transport to Loyola Hospital. Once arriving at the Hospital, Your AED Ordered a Fourth Shock which you immediately performed. After the Fourth Shock, Your Patient regained a Pulse and began Breathing. Upon further review it was later discovered a security camera recorded your patient falling to the floor. Family Members viewing the Security Monitor witnessed the loss of conscious at which time they immediately called 9-1-1 for a medical response. It was a total time of 6-minutes from your patient falling to the floor and Ambulance 500 arriving on the scene providing Life Saving Care. It was through Your Prompt Response and Professionalism that a Life was Saved; Great Work! .

On behalf of the Management Division here in Maywood Fire Department we extend our Sincere Thanks to you Firefighters for a job well done. As always **“Stay Ready and Stay Safe”** and continue making us proud through your actions of service.

I will request that the Office of the Fire Chief have this Commendation be added to your personnel file.

Sincerely Submitted,

Captain Denard L. Wade Sr.

Village of



# MAYWOOD

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Captain Denard L. Wade Sr.

## MADISON STREET - FIFTH AVENUE TAX INCREMENT FINANCE DISTRICT

Year	Tax Code	Tax Rate	Frozen Assessment	Assessment	Billing	Percent
2010	31132	11.765	31,451,396	42,961,624	1,354,178.32	36.60
	31133	11.765	<u>11,577,635</u>	<u>21,268,174</u>	<u>1,140,091.91</u>	83.70
			43,029,031	64,229,798	2,494,270.23	
2011	31132	15.204	31,454,466	36,678,205	794,217.28	16.60
	31133	15.204	<u>11,574,565</u>	<u>16,318,510</u>	<u>721,269.40</u>	38.82
			43,029,031	52,996,715	1,515,486.68	
2012	31132	16.466	31,454,466	33,985,561	416,770.10	8.04
	31133	16.466	<u>11,574,565</u>	<u>15,001,879</u>	<u>564,341.52</u>	27.62
			43,029,031	48,987,440	981,111.62	
2013	31132	18.170	31,454,466	31,426,514	0	00.00
	31133	18.170	<u>11,574,565</u>	<u>14,151,380</u>	<u>468,207.29</u>	20.39
			43,029,031	45,577,894	468,207.29	
2014	31132	19.425	31,454,466	31,694,769	46,678.36	.76
	31133	19.425	<u>11,574,565</u>	<u>14,038,716</u>	<u>478,661.33</u>	22.26
			43,029,031	45,733,485	525,340.19	
2015	31132	21.696	13,710,507	21,019,488	1,585,756.52	53.30
	31133	21.696	5,864,505	10,613,307	1,030,300.08	80.97
	31196	21.696	<u>23,954,019</u>	<u>10,849,982</u>	<u>0</u>	-54.29
			43,029,031	42,482,777	2,616,056.60	
2016	31132	22.154	13,710,507	21,959,079	1,827,388.64	60.16
	31133	22.154	5,864,505	10,960,439	1,128,953.22	86.89
	31196	22.154	<u>23,954,019</u>	<u>11,620,574</u>	<u>0</u>	-51.49
			43,029,031	44,540,092	2,956,341.86	
2017	31132	20.049	13,710,507	24,855,073	2,234,374.04	81.13
	31133	20.049	5,864,505	12,692,666	1,368,978.00	116.43
	31196	20.049	<u>23,954,019</u>	<u>13,507,698</u>	<u>0</u>	-43.61
			43,029,031	51,055,437	3,603,352.04	
2018	31132	21.116	13,708,170	24,299,397	2,236,443.49	77.26
	31133	21.116	5,866,842	12,368,963	1,376,788.75	110.82
	31196	21.116	<u>23,454,019</u>	<u>13,038,102</u>	<u>0</u>	-44.41
			43,029,031	49,724,462	3,613,252.24	

2019	31132	21.667	13,708,170	26,904,692	2,859,290.42	96.26
	31133	21.667	5,866,842	15,746,678	2,140,664.07	168.40
	31196	21.667	<u>23,454,019</u>	<u>13,455,821</u>	<u>0</u>	-42.63
			43,029,031	56,107,191	4,999,954.49	

YEAR	Estimated Billing	Amount Collected	Fund Balance	Number of Parcels
2010	2,494,270.23	2,720,955	-1,116,747	818
2011	1,515,486.68	2,174,855	-3,559,218	809
2012	981,111.62	2,218,744	-3,338,726	805
2013	468,207.29	1,392,304	-2,378,727	806
2014	525,340.19	727,539	-2,563,435	804
2015	2,616,056.60	399,268	-2,692,321	803
2016	2,956,341.86	256,678	-3,046,961	802
2017	3,603,352.04	2,139,193	-1,371,787	802
2018	3,613,252.24	2,378,615	1,862,134	802
2019	4,999,954.49	2,760,545	600,468	802
2020		3,078,387		
2021		3,721,581		

	Assessment Increase Over Frozen Assessment	Assessment Change from Previous Year
2010	21,200,767	
2011	9,967,684	-11,233,083
2012	5,958,409	-4,009,275
2013	2,548,863	-3,409,446
2014	2,704,454	155,591
2015	-546,254	-3,250,708
2016	1,510,941	2,057,195
2017	8,026,406	6,515,465
2018	6,695,431	-1,330,975
2019	13,078,160	6,382,729

Year	Parcels	Equalized Valuation	Billing	Collection	Delinquent	Tax Rate
2010	818	64,229,798	7,556,624.75	6,067,948.59	1,488,676.16	11.756
2011	809	52,996,715	8,057,608.77	6,869,396.05	1,188,212.72	15.204
2012	805	48,987,440	8,066,259.79	6,887,405.78	1,178,854.01	16.466
2013	806	45,577,894	8,281,491.01	7,100,212.10	1,181,278.91	18.170
2014	804	45,733,485	8,883,715.67	7,126,317.02	1,757,398.65	19.425
2015	803	42,482,777	9,215,773.76	7,549,174.84	1,666,598.92	21.693
2016	802	44,540,092	9,867,395.80	8,265,287.76	1,602,108.04	22.154
2017	802	51,055,437	10,236,088.65	7,494,479.61	2,486,609.04	20.049
2018	802	49,724,383	10,499,800.67	8,830,480.02	1,669,320.65	21.116
2019	802	56,107,112	12,156,727.96	8,414,392.64	3,742,335.32	21.667



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**MEMORANDUM**

**To: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**From: Michael T. Jurusik**  
**Date: April 28, 2021**  
**Re: Resolution of Tie Vote for Third Trustee Seat, Appointment of New Trustee to Fill Remainder of Four (4) Year Trustee Term Held By Former Trustee Booker, Eligibility Requirements and Voting Requirements**

This memorandum addresses both the resolution of the tie vote for one of the Trustee seats and the vacancy in office created by the election of a sitting Trustee to the office of Mayor.

**Resolution of Tie Vote for Trustee Seat**

In regard to the tie vote for the third Trustee seat, the tie was resolved at the Elections Department of the Cook County Clerk’s Office at 11:05 A.M. on Tuesday, April 27, 2021 by the flipping of a silver dollar coin, with Melvin Lightford being declared the winner, as he had selected “heads” prior to the coin flip and the coin landed on “heads”. The “coin flip” process was conducted in accordance with applicable State laws cited below and the attached Notice issued by the Elections Department of the Cook County Clerk’s Office. The coin flip process was live-streamed on the internet and recorded by the Elections Department of the Cook County Clerk’s Office. A copy of the recording can be viewed at the website of the Elections Department of the Cook County Clerk’s Office. I attended the coin flip event, at the request of Legal Counsel James Nally of the Elections Department of the Cook County Clerk’s Office, to be an independent observer of the tie vote resolution process in my role as chief legal counsel for the Village of Maywood (“Village”).

Section 3.1-10-20 of the Illinois Municipal Code (65 ILCS 5/3.1-10-20) states the following in regard to tie votes:

Sec. 3.1-10-20. Results; ties. The person with the highest number of votes for an office is the person elected to that office. **In case of a tie vote, the candidate who shall hold the office shall be determined under the general election law.**

Section 23-27 of the Illinois Election Code (10 ILCS 5/23-27), in turn, states as follows:

Sec. 23-27. If it appears that two or more persons have, or would have had if the legal ballots cast or intended to be cast for them had been counted, the highest and an equal number of votes for the same office, **the persons receiving such votes shall decide by lot**, in such manner as the court shall direct, which of them shall be declared duly elected; and the judgment shall be entered accordingly.

## Vacancy of Village Trustee (Office) Position

Based on the April 6, 2021 election of Trustee Nathaniel George Booker as Mayor and once he is sworn in as Mayor, then-Mayor Booker will have the right to appoint a person who is eligible to serve as Village Trustee to serve out the remainder of his four (4) year Trustee term. The appointment process and voting requirements relative to this matter are set forth below. In short, then-Mayor Booker has sixty (60) days, from May 18, 2021, to appoint an eligible person to fill his vacant Trustee seat and the corporate authorities have thirty (30) days after the appointment to confirm or reject the appointment, which requires the "advice and consent of the corporate authorities". If the appointment is rejected, the process repeats. If the second appointee is rejected, then Mayor Booker has the sole right to make a temporary appointment from one of the two appointees, which does not require the advice and consent of the corporate authorities.

When Trustee Nathaniel George Booker is sworn in as the Mayor on May 18, 2021, a vacancy is immediately created in the office of Village Trustee that he held. People v. Hanifan, 96 Ill. 420 (1880) (one of the modes by which a member of a municipal corporation may be said to impliedly resign his office, is by being elected to and accepting an office incompatible with the duties of his former office. Hanifan dealt with an alderman being elected as an alderman for the same ward under a special charter and general incorporation); See also People ex rel. Myers v. Haas, 145 Ill.App. 283, 287 (1st Dist. 1908) (when municipal offices are incompatible, the acceptance of the second office is *ipso facto* a resignation of the first office).

Section 3.1-10-50 (Events upon which an elective office becomes vacant in municipality with population under 500,000) of the Illinois Municipal Code (65 ILCS 5/3.1-10-50) provides, in pertinent part, as follows:

(c) Vacancy by other causes.

(1) Abandonment and other causes. **A vacancy occurs in an office by reason of abandonment of office;** removal from office; or failure to qualify; or more than temporary removal of residence from the municipality; or in the case of an alderman of a ward or councilman or trustee of a district, more than temporary removal of residence from the ward or district, as the case may be. The corporate authorities have the authority to determine whether a vacancy under this subsection has occurred. If the corporate authorities determine that a vacancy exists, the office is deemed vacant as of the date of that determination for all purposes including the calculation under subsections (e), (f), and (g).

## Eligibility Requirements to be Appointed Village Trustee (Office) Position

Since the Village Trustee position was a four (4) year term, the remaining two (2) years of the term can be filled by appointment of a person who is eligible to hold the office of Trustee. To be eligible to serve as Village Trustee, the person must meet the applicable requirements of Section 3.1-10-5 (Qualifications; elective office), which provides, in pertinent part, as follows:

**(a) A person is not eligible for an elective municipal office unless that person is a qualified elector of the municipality and has resided in the municipality at least one year next preceding**

the election or appointment, except as provided in Section 3.1-20-25, subsection (b) of Section 3.1-25-75, Section 5-2-2, or Section 5-2-11.

(b) A person is not eligible to take the oath of office for a municipal office if that person is, at the time required for taking the oath of office, in arrears in the payment of a tax or other indebtedness due to the municipality or has been convicted in any court located in the United States of any infamous crime, bribery, perjury, or other felony.

#### **Appointment to Fill Vacant Village Trustee (Office) Position; Required Vote**

If a vacancy occurs with less than twenty-eight (28) months remaining in the unexpired portion of the term or less than one hundred thirty (130) days before the general municipal election, then the Mayor, within sixty (60) days of the vacancy being created, is to appoint a qualified person to fill the vacancy, subject to the advice and consent of the corporate authorities. The appointment authority and required vote are set forth in Section 3.1-10-50 (Events upon which an elective office becomes vacant in municipality with population under 500,000) of the Illinois Municipal Code (65 ILCS 5/3.1-10-50(e and f)), which provides, in pertinent part, as follows:

Subsection 3.1-10-50(f): If a vacancy occurs with less than 28 months remaining in the unexpired portion of the term or less than 130 days before the general municipal election, then: \*\*\*

(2) Alderman or trustee. **If the vacancy is in the office of alderman or trustee, the vacancy must be filled by the mayor or president or acting mayor or acting president, as the case may be, in accordance with subsection (e).**

Subsection 3.1-10-50(e): **Appointment to fill alderman or trustee vacancy. An appointment by the mayor or president or acting mayor or acting president, as the case may be, of a qualified person as described in Section 3.1-10-5 of this Code to fill a vacancy in the office of alderman or trustee must be made within 60 days after the vacancy occurs. Once the appointment of the qualified person has been forwarded to the corporate authorities, the corporate authorities shall act upon the appointment within 30 days. If the appointment fails to receive the advice and consent of the corporate authorities within 30 days, the mayor or president or acting mayor or acting president shall appoint and forward to the corporate authorities a second qualified person as described in Section 3.1-10-5. Once the appointment of the second qualified person has been forwarded to the corporate authorities, the corporate authorities shall act upon the appointment within 30 days. If the appointment of the second qualified person also fails to receive the advice and consent of the corporate authorities, then the mayor or president or acting mayor or acting president, without the advice and consent of the corporate authorities, may make a temporary appointment from those persons who were appointed but whose appointments failed to receive the advice and consent of the corporate authorities. The person receiving the temporary appointment shall serve until an appointment has received the advice and consent and the appointee has qualified or until a person has been elected and has qualified, whichever first occurs.**

The "corporate authorities" are comprised of the Mayor and six Trustees, per Subsection 1-1-2 (2) of the Illinois Municipal Code (65 ILCS 1-1-2 (2)). Section 3.1-10-55 of the Illinois Municipal Code (65 ILCS 5/3.1-10-55) confirms the voting requirement:

Sec. 3.1-10-55. Quorum to fill vacancies. If there is a vacancy in an elective office and,

for any reason, there is not a quorum in office of the corporate authorities, **appointments to fill vacancies may be made or confirmed by a majority of the corporate authorities holding office at the time the appointment is made or confirmed.**

In this case, after the new Mayor and two (2) new Trustees are sworn into office on May 18, 2021, the Mayor and five (5) Trustees will hold office. The Open Meetings Act (5 ILCS 120/1 and 2) and Section 30.30 (Quorum) of the Village Code require that four (4) Village Board members are needed to have a quorum to conduct business. For the appointment to be "made or confirmed by a majority of the corporate authorities holding office at the time the appointment is made or confirmed," this means that appointment has to be approved and confirmed by the corporate authorities with either a favorable vote consisting of the Mayor and three (3) Trustees or four (4) Trustees.

### **§ 30.30 QUORUM.**

A majority of the Board of Trustees shall constitute a quorum to do business but a smaller number may adjourn from time to time and may compel the attendance of absentees.

Section 30.26 (ELECTIONS AND TERMS OF BOARD OF TRUSTEES) of the Maywood Village Code (as set forth below) confirms the vacancies get filled per the Illinois Municipal Code. In addition, **Section 30.26 states that the newly elected officials are to be sworn in and take office at the second meeting in May, which is Tuesday, May 18, 2021.**

### **§ 30.26 ELECTIONS AND TERMS OF BOARD OF TRUSTEES.**

(A) The term of office of Trustees shall be 4 years and until their successors are elected and qualified.

(B) The term of office of the Village President shall be 4 years. He shall be elected by the electors of the Village at the regular Village election held in April, 1981 and each fourth year thereafter.

**(C) Vacancies in the offices of Trustee or Village President shall be filled as prescribed by the Illinois Municipal Code.**

(D) The Village President and Trustees are elected at large and not from districts.

**(E) Newly elected officials shall be sworn in at the second regular meeting in May following the election.**

See also 65 ILCS 5/3.1-10-15, which provides:

**Sec. 3.1-10-15. Commencement of terms. The terms of elected municipal officers shall commence at the first regular or special meeting of the corporate authorities after receipt of the official election results from the county clerk of the regular municipal election at which the officers were elected, except as otherwise provided by ordinance fixing the date for**

**inauguration of newly elected officers of a municipality.** The ordinance shall not, however, fix the time for inauguration of newly elected officers later than the first regular or special meeting of the corporate authorities in the month of June following the election.

**Duration of Appointment to Fill Vacant Four-Year Village Trustee Term**

The appointment would be for the remainder of Trustee Booker's term, which is approximately twenty-four (24) months (expiration date: second Village Board meeting in May 2023). In April 2023, the Village Trustee (Office) position would then be filled by the municipal election. See 65 5 ILCS 5/3.1-10-50(e).

If there are any questions, please contact me.

*Mike*

Enclosure

cc: Viola Mims, Village Clerk (w/ encl.)  
Willie Norfleet, Jr., Village Manager (w/ encl.)



## ELECTIONS

OFFICE OF COOK COUNTY CLERK KAREN A. YARBROUGH

69 W. Washington Street, Suite 500, Chicago, Illinois 60602

TEL 312.603.0906 FAX 312.603.9786 WEB [cookcountyclerk.com](http://cookcountyclerk.com)

### NOTICE OF TIE VOTE DETERMINATION

To: Melvin L Lightford, Sr.  
2019 S. 11<sup>th</sup> Ave.  
Maywood, IL 60153 *by first class mail, telephone and email notice*

Debra Vines  
1916 S. 12<sup>th</sup> Ave.  
Maywood, IL 60153 *by first class mail, telephone and email notice*

**PLEASE TAKE NOTICE** that, pursuant to the laws of the State of Illinois, including 65 ILCS 5/3.1-10- 20 and 10 ILCS 5/22-12, breaking of tie vote by lot will be held as follows:

To break a tie for the third trustee seat in the Village of Maywood, Cook County, the Cook County Clerk will conduct a coin flip to decide the winner. Under Illinois law, when two or more candidates are tied the election authority shall determine by lot which candidate shall hold the office.

The Cook County Clerk requires Maywood Village Trustee candidates Melvin L Lightford Sr. and Debra Vines to appear at the Clerk's Office, 69 W. Washington, Fifth Floor, Chicago on Tuesday, April 27, 2021 at 11:00 A.M., to be present when it is determined by lot which person shall be declared elected.

There were 11 candidates on the ballot for 3 Trustee positions in the Village of Maywood in the April 6, 2021 Consolidated Election. Each candidate listed above received 851 votes, representing a tie for third place. The contest required a vote for three for the office of Trustee, Village of Maywood. Consolidated Election results will be certified Tuesday following the coin flip, to the Illinois State Board of Elections.

Dated April 22, 2021

cc: Cook County Sheriff  
Cook County State's Attorney  
Village of Maywood, Attorney



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**MEMORANDUM**

**TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: April 28, 2021**  
**RE: Maywood Matching Grant Façade Program, Enacting a Moratorium on  
Certain Businesses and Adopting Zoning Regulations on Certain Businesses**

---

As discussed under Board of Trustee Comments at the April 20, 2021 Village Board Meeting, I have enclosed the following documents for your review and our preliminary discussion at an upcoming Village Board Meeting:

1. Zoning Moratorium – Non-Retail Tax Generating Uses on the First Floor of Buildings in the Business Districts, dated November 8, 2006.
2. Moratorium on Beauty Salons and Barbershops and Retail Overlay District Regulations to Separate Businesses to Avoid Clustering Effect, dated January 23, 2013.
3. Temporary 180-Day Moratorium on Permits and Other Authorizations Related to New Convenience Stores and General Merchandise Retailers, dated August 20, 2013.

As background information, in 2003 the Village Board established a “Commercial Property Improvement Program” (known as the “Matching Grant Façade Program”) (the “Program”) and the Program has been funded, in part, on an annual basis with Madison Street / 5th Avenue TIF Funds in order to pay for eligible façade improvements as applied for by business owners and property owners of property located within the TIF District. The Village pays a matching reimbursement of actual, documented funds expended by the applicant and the Village’s matching dollar commitment is capped at a fifty percent (50%) share of eligible façade improvements for the Applicant, not to exceed \$25,000.00, or such other dollar amount as set by the Village Board through the annual budget process.

In response to the Trustees’ comments at the April 20, 2021 Village Board Meeting regarding a desire to restrict certain businesses from opening in the Village (i.e., moratorium on new fast food chicken sandwich shops) and to add the “list of prohibited businesses” to the Matching Grant Façade Program so that those businesses would not qualify for grants under the Program, my recommendation is that the Village Board conduct a “workshop meeting” (i.e., “Committee of the Whole meeting” or “Legal, License and Ordinance Committee meeting”) where economic development policies and programs, business development, and licensing regulations and zoning regulations can be discussed and evaluated, including a review of the Matching Grant Façade Program and its guidelines and criteria, so that the Village Board can assess what policies and regulations are within its authority to amend or adopt.

There are a number of land use and economic development policy considerations to evaluate in this regard, including the following non-exhaustive list:

1. Economic development policies and programs, business development and licensing regulations and zoning regulations need to remain “pro-business” for areas of the Village that are currently zoned for commercial, industrial and manufacturing businesses, provided that the Village wants to continue to support these land uses in these areas.
2. If the Village Board wants to focus economic incentive benefits on certain businesses and not on others, it has to adopt specific guidelines and criteria that are justifiable and non-discriminatory (i.e., avoid liability for illegal discrimination: civil rights lawsuits based on one or more of the constitutionally protected classes of persons – race, gender, ethnicity, etc.).
3. The Matching Grant Façade Program application and guidelines and criteria were adopted in 2003 and should be updated to provide the Village Board with express language that states applications may be denied for justifiable, non-discriminatory reasons, such as: (1) there is no more funding for the Program to award the Grant; (2) the grant application is incomplete; or (3) the Design Committee issued a negative recommendation relative to the application. Trustee Brandon recently suggested amendments to the Program, which should be incorporated.
4. If the Village Board wants to temporarily suspend the Matching Grant Façade Program or any other economic development policies and programs (e.g., Cook County Property Tax Incentive Program) until they are reviewed in more detail, then the Village Board can adopt an ordinance that simply suspends the Program for a defined time period and Village Staff will not accept applications during that time period. During this time period, the Village Board and Village staff have to diligently review the programs and regulations and decide what it wants to do with such programs and regulations.
5. The Village Board has greater control over what gets built or operated on land that it owns. For land it does not own, the Village’s right to control what gets built or operated is more limited and businesses are able to locate and operate, provided they comply with applicable codes, business licensing regulations and zoning regulations.
6. Where communities are interested in limiting certain types of uses in a particular area, they have sometimes done so through the use of retail or other overlay districts. Using overlay districts, a municipality can, for example, impose requirements on how close two similar uses can be to each other. Overlay districts are not focused on one particular use, and are instead encouraging broad classes of uses (retail, for example) over other classes of uses (service, for example). It is important to keep in mind that, while intended as encouragement of particular uses, overlay districts can have the unintended effect of discouraging redevelopment by making it more difficult to open certain businesses in various areas. In other words, if the businesses you desire to attract don’t come, and you are preventing or discouraging other businesses, an area may arguably be left worse off than it would otherwise have been without the creation of the overlay district.

If there are any questions, please contact me.

*Mike*

Enclosures

cc. Viola Mims, Village Clerk (w/ encls.)  
Willie Norfleet, Jr., Village Manager (w/ encls.)  
Lanya Satchell, Finance Director (w/ encls.)  
David Myers, Director of Community Development (w/ encls.)  
Angela Smith, Coordinator of Business Development (w/ encls.)

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E. KENNETH FRIKER  
BRIAN M. FUNK  
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OF COUNSEL  
JAMES A. RHODES  
RICHARD T. WIMMER

WRITER'S DIRECT DIAL  
(312) 984-6432

WRITER'S E-MAIL  
mtjurusik@ktjnet.com

**MEMORANDUM**

**To:** Mayor Henderson Yarbrough, Sr. and Board of Trustees  
**From:** Michael T. Jurusik  
**Date:** November 8, 2006  
**Re:** Zoning Moratorium – Non-Retail Tax Generating Uses  
on the First Floor of Buildings in the Business Districts

---

Attached, for discussion purposes, is AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON ESTABLISHMENT OF NON-RETAIL TAX GENERATING BUSINESSES AND USES ON THE FIRST STORY IN ANY BUSINESS DISTRICT. The Board previously discussed the imposition of a temporary zoning moratorium on the establishment of non-retail tax generating businesses on the first floor of buildings in any business district in the Village last year and directed that a public hearing be held by the Plan Commission as required by law prior to imposition of a zoning moratorium. Because no hearing has ever been held, the moratorium is not in place. Because there is now a new Director of Community Development, and in light of the recent discussion at LLOC concerning business corridor development, we are sending the draft ordinance back to you for a decision as to whether it should be narrowly tailored to encompass only what the Village considers to be its main retail business corridors. The moratorium would provide the Village with an opportunity to develop and implement the overlay retail business districts discussed at the last LLOC meeting.

One of the reasons the Village may want to more narrowly tailor its proposed moratorium is because it is so broad as proposed that it will prevent any non-retail tax generating business from locating in a business district for the duration of the moratorium unless such business seeks a waiver and goes through a public hearing.

Such businesses include doctors, dentists, lawyers and insurance businesses, dry-cleaners, restaurants, etc. If the Board desires to have such businesses locate in the Village's business districts so long as they are not on the main retail-tax generating corridor, it would be advisable to more narrowly tailor the ordinance by designating which particular blocks are covered by the moratorium.

As we have noted in previous memorandums on this subject, although the Village is free to impose a moratorium on certain businesses, it must make sure that it is complying with legal requirements in doing so. In addition to the requirement that a public hearing before the Plan Commission take place, any moratorium enacted must, to be legal, be for a limited time period (it must be temporary in nature), and must be limited in its scope and imposed for a valid public purpose. See generally Tahoe-Sierra Preservation Council, Inc. v. Tahoe Regional Planning Agency, 535 U.S. 302 (2002) (discussing temporary land-use restrictions as regulatory takings). Failure to abide by the legal requirements of a moratorium **may subject the Village to a claim that the moratorium resulted in an unconstitutional "taking" of property in violation of the U.S. Constitution. U.S. Const. amend. V.**

In terms of the limited time requirement, our recommendation is that the moratorium last for no more than six months. It is important to note that a moratorium is not a permanent solution and carries with it certain risks (potential for a challenge and resulting legal fees). More permanent solutions, such as the overlay districts, can be addressed as amendments to the Zoning Code during the imposition of the moratorium, and/or as part of the updating of the Zoning Code to be undertaken upon adoption of the new comprehensive plan. During the time the moratorium is in place, the Plan Commission, Board of Trustees, and Village Staff should work aggressively on addressing, with the land planner (Lakota Group) in a more permanent manner, the zoning of these businesses within the Zoning Code and draft Comprehensive Plan.

Please contact me with any questions or with further direction on this matter.

cc: Robert Nelis, Village Manager (w/ encl.)  
LaTonya Rufus, Director of Community Development (w/ encl.)  
Michael A. Marris (w/out encl.)



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**MEMORANDUM**

**TO: Mayor Henderson Yarbrough, Sr. and Board of Trustees**  
**FROM: Michael T. Jurusik**  
**DATE: January 23, 2013**  
**RE: Moratorium on Beauty Salons and Barbershops and Retail Overlay District Regulations to Separate Businesses to Avoid Clustering Effect**

---

I have enclosed the following documents for your consideration at an upcoming Legal, License and Ordinance Committee Meeting:

- 1. KTJ Memorandum dated September 24, 2003 regarding "Ordinance Concerning Barbershops"
- 2. KTJ Memorandum dated December 12, 2012 regarding "Ordinance Concerning Beauty Salons and Barbershops"
- 3. Map of Beauty Salons and Barbershops located with the Village
- 4. "Retail Overlay District Regulations" from the Villages of Oak Park and Berwyn

This topic was preliminarily discussed at the December 12, 2012 LLOC Meeting with the minutes showing the following:

**D. Moratorium on Barbers and Hair Salon Businesses**

The moratorium on barber shops and beauty shops was presented to the Village Board by Mr. Barlow. He stated Trustee Perkins believes that there are too many beauty shops and barber shops in the community. She is proposing to place a moratorium on any new licenses. Attorney Jurusik commented on the zoning district and adoption of an ordinance regarding the businesses in question. He was asked by the Village Board to bring additional information back to the Board in January, 2013. Attorney Jurusik agreed to meet with Lori Sommers in Community Development and Chief Curry to gather further information and bring back to the Village Board. No further actions were taken.

**Process for Enacting a Moratorium on a Land Use**

There is no express authority in the Illinois Municipal Code providing for moratoria. However, an interim zoning regulation such as a moratorium will not be valid if it is found to be of an arbitrary or capricious nature. *Neef v. Springfield*, 380 Ill. 275, 277 (1942). **Generally, where a business is located in a district where its operation is a permitted use, the village or township has no power to regulate what type of business it is, except for the occasion or illegal or other such acts that violate the statutes or ordinances.** *Village of Maywood v. Health, Inc.*, 104 Ill.App.3d 948, 955 (1st Dist. 1982).

**Notwithstanding, moratoria will be valid so long as it is enacted for a limited time period, limited in scope, and imposed for a valid public purpose.** *Tahoe-Sierra Preservation Council, Inc. v. Tahoe Regional Planning Agency*, 535 U.S. 302 (2002). If these criteria are not met, the moratorium may be deemed an unconstitutional taking of property in violation of the U.S. Constitution. *Id.*

**In additional, the Village must hold a public hearing to enact a moratorium.** *Gary-Wheaton Bank v. Village of Lombard*, 84 Ill.App.3d 125 (2nd Dist. 1980). Since the effect of a moratorium is to suspend the Zoning Ordinance, it cannot be done without a hearing. *Id.* at 128. **Moreover, a moratorium must be done by amendment to a zoning ordinance through notice and public hearing in compliance with the requirements for all zoning code amendments.** *People ex rel. Penney Properties v. Village of Oak Lawn*, 38 Ill.App.3d 1016, 1018 (1st Dist. 1976).

**Generally, moratoria are enacted for a short period of time to allow for an inquiry or research into an area, such as cell towers, or certain types of land use permits. A moratorium cannot be used to block a permitted use from opening within the Village nor should a moratorium be enacted without first identifying some type of legitimate regulatory concepts that will be explored during the temporary period that the moratorium is in effect.** This is critical to the Village enacting a valid moratorium for purposes of reviewing these regulatory concepts, considering the available legal authority to enact the concepts and discussing draft legislation (e.g., code amendment ordinance or administrative policy) and studying the effects on the community. The grounds for the moratorium would need to be set forth in express detail in the ordinance, and could only be in effect for a short period of time.

### **Regulations By Other Communities**

Where communities are interested in limiting certain types of uses in a particular area, they have sometimes done so through the use of retail or other overlay districts. Using overlay districts, a municipality can, for example, impose requirements on how close two similar uses can be to each other. Examples of this type of regulation from Berwyn and Oak Park are attached. In the Berwyn retail overlay districts, for example, if someone wanted to open a beauty salon within the overlay district that would be within 500 feet of an existing barbershop or beauty salon, they would need to obtain a special use before they could open. Oak Park prohibits hair salons within 500 feet of each other altogether in the Madison Street Overlay District. Overlay Districts are not focused on one particular use, and are instead encouraging broad classes of uses (retail, for example) over other classes of uses (service, for example). It is important to keep in mind that while intended as encouragement of particular uses, overlay districts can have the unintended effect of discouraging redevelopment by making it more difficult to open certain businesses in various areas. In other words, if the businesses you desire to attract don't come, and you are preventing or discouraging other businesses, an area may arguably be left worse off than it would otherwise have been without the creation of the overlay district.

### **Village Staff Recommendations**

Village staff will be available at the next LLOC meeting to address this matter as follows:

**Director Lori Sommers:** Her thoughts or comments about regulating barber shops and beauty shops from planning perspective / Economic Development perspective in general and in specific regard to the locations shown on the attached map.

*The Village of Oak Park and Oak Park utilizes distance regulations (usually a minimum 500 feet separation) in overlay districts for certain commercial districts areas to separate the same type of businesses to avoid clustering.*

*The Village of Berwyn has similar regulations.*

The Oak Park and Berwyn "Retail Overlay District Regulations" are attached for your review.

If you have any questions, please contact me.

**Enclosures**

cc: Gary Woll, Village Clerk (w/ encls.)  
William Barlow, Village Manager (w/ encls.)  
Lanya Satchell, Finance Director (w/ encls.)  
Tim Curry, Police Chief (w/ encls.)  
Lori Sommers, Community Development Director (w/ encls.)  
Angela Smith, Community Development Department (w/ encls.)  
Michael A. Marrs (w. encl.)



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**MEMORANDUM**

**To: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**From: Michael T. Jurusik**  
**Date: August 20, 2013**  
**Re: Ordinance Regarding Temporary 180-Day Moratorium on Permits and Other Authorizations Related to New Convenience Stores and General Merchandise Retailers**

I have enclosed the following documents for consideration at the August 28, 2013 Special Board of Trustees Meeting:

1. AN ORDINANCE TO ESTABLISH A 180-DAY MORATORIUM ON THE DEVELOPMENT, INSTALLATION, CONSTRUCTION, LICENSING AND OPERATION OF NEW CONVENIENCE STORES AND GENERAL MERCHANDISE RETAILERS IN THE VILLAGE OF MAYWOOD;
2. A Notice of Public Hearing to publish in order to provide the public with details regarding the public hearing on August 28, 2013 and to facilitate the submission of public comments regarding the moratorium and new ordinances regarding future licensing and regulation of convenience stores and general merchandising retailers **(publish once in newspaper)**; and
3. A Notice Letter to local businesses in order to provide notice regarding the moratorium and to provide an opportunity for the Village Board to solicit comments from local businesses regarding the moratorium and future licensing and regulation of convenience stores and general merchandise retailers **(to be mailed to businesses located in the Village)**.

The Village has previously held discussions, most recently on August 14, 2013, regarding the topic of new regulations for convenience stores and general merchandising retailers. There are public safety concerns that arise around convenience stores and general merchandise retailers as these stores have become havens for loiterers and have been attracting illegal activities, particularly in the late evening. Additionally, several convenience stores have been cited for selling illegal cigarettes (e.g. unstamped packages, separate cigarettes) and liquor sales to minors.

However, additional regulations create potential problems for those businesses that comply with the applicable state and local laws, ordinances and regulations and enhance the quality of life in the Village by making positive contributions to the community. Notably, convenience stores and general merchandise retailers that have not attracted the same public safety concerns and other businesses that find it advantageous to have extended hours. There needs to be a proper balance between regulating the stores that foster possible illegal activities and stores that contribute to the community.

The Village Board is considering implementing additional regulations or licensing requirements to address this dilemma. While the Village Board debates the appropriate solution, it has been suggested that the Village Board implement a moratorium on the issuance of new licenses to give the Board a change to consider additional measures.

Consequently, I enclosed the draft Moratorium Ordinance regarding a temporary 180-day moratorium on the issuance of any permits or other authorizations relating to the installation, construction, licensing and operation of new convenience stores and general merchandise retailers in the Village. The imposition of a moratorium was suggested by a consensus of the Board of Trustees at the Board Meeting on August 14, 2013. The proposed moratorium will provide the Village with an adequate opportunity to develop, adopt and implement its convenience store and general merchandising store regulatory ordinance(s). During the time the moratorium is in place, the Board of Trustees and Village Staff should work diligently on finalizing the draft Regulatory Ordinance(s), which I will send separately. If the Regulatory Ordinance(s) are approved prior to the end of the moratorium and the Board feels comfortable removing the moratorium, the Board has the ability to adopt an ordinance repealing the moratorium before February 24, 2014 (the end of the 180-day period).

I have also enclosed a Public Notice and a Notice Letter to Local Businesses. The Public Notice must be published in the Maywood Newsletter in order to adhere to constitutional due process notice requirements and the Open Meetings Act. The Public Notice shall provide the public with the time and location of the public hearing on August 28, 2013 in order to allow members of the public to attend the meeting and file public comments regarding the moratorium and potential new regulations and licensing requirements for convenience stores and general merchandise retailers. Additionally, the Notice Letter to Local Businesses must be mailed to local businesses to inform them of the Village Board's proposed moratorium and potential new regulations and licensing requirements for convenience stores and general merchandise retailers. Like the Public Notice, the Notice Letter shall provide the businesses with the time and location of the public hearing on August 28, 2013 in order to allow them to attend and file public comments regarding the Village Board's proposed actions.

If you have any questions, please contact me.

#### Enclosures

cc: Viola Mims, Village Clerk (w/ encls.)  
Members of the Plan Commission/Zoning Board of Appeals (w/ encls.)  
William Barlow, Village Manager (w/ encls.)  
David Myers, Director of Community Development/Code Enforcement (w/ encls.)  
Anthony Thomas, Coordinator of Compliance (w/ encls.)  
Lanya Satchell, Finance Director (w/ encls.)  
Michael A. Marrs (w/o encls.)

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** April 29, 2021  
**SUBJECT:** Payment Approval, Allied Waste Service

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

<b><u>Invoice</u></b>	<b><u>Date</u></b>	<b><u>Amount</u></b>
0551-015115041	03/31/2021	\$154,895.00
0551-015129129	03/31/2021	\$6,584.42

**RECOMMENDATION:** It is recommendation that the total payments of \$161,479.42 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

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**Account Number** 3-0551-0010051  
**Invoice Number** 0551-015115041  
**Invoice Date** March 31, 2021  
**Past Due on 03/31/21** \$464,685.00  
**Payments/Adjustments** -\$154,895.00  
**Current Invoice Charges** \$154,895.00

<b>Total Amount Due</b> <b>\$464,685.00</b>	<b>Payment Due Date</b> <b>Past Due</b>
--	--

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 03/11	104402	-\$154,895.00

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
<b>Contract: 10051 Village Of Maywood (C4)</b>				
Disposal/Recycling 03/31		1.0000	\$41,525.00	\$41,525.00
Recycling Service 03/01-03/31		1.0000	\$15,300.00	\$15,300.00
Residential Service 03/01-03/31		1.0000	\$80,590.00	\$80,590.00
Yardwaste Service 03/01-03/31		1.0000	\$17,480.00	\$17,480.00

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

Recommended To Be Paid

Dept. Head: William Noyes

Expense Acct: \_\_\_\_\_

Date: 4-23-21 PO # \_\_\_\_\_

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<b>Past Due</b>	<b>30 Days</b> \$154,895.00	<b>60 Days</b> \$154,895.00	<b>90+ Days</b> \$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** \$464,685.00  
**Payment Due Date** Past Due  
**Account Number** 3-0551-0010051  
**Invoice Number** 0551-015115041

For Billing Address Changes,  
Check Box and Complete Reverse

Make Checks Payable To:

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



5050 W. Lake Street  
Melrose Park IL 60160-27666

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

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Account Number 3-0551-3003652  
Invoice Number 0551-015129129  
Invoice Date March 31, 2021  
Past Due on 03/31/21 \$13,230.94  
Payments/Adjustments -\$9,041.30  
Current Invoice Charges \$6,584.42

<b>Total Amount Due</b> <b>\$10,774.06</b>	<b>Payment Due Date</b> <b>Past Due</b>
---	--

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 03/11	104402	-\$9,041.30

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
<b>Maywood Market (temp) 551 615 S 5th Ave Maywood, IL Contract: 10051 (C2)</b>				
<b>1 Waste Container 30 Cu Yd, On Call Service</b>				
Pickup Service 03/04	Tish	1.0000	\$508.00	\$508.00
Receipt Number 76064				
Service Attempt 03/05	Tish	1.0000	\$298.00	\$298.00
Receipt Number 77149				
<b>Vig Of Maywood Public Works 2nd Ave &amp; Wilcox Rd CSA S158602 Maywood, IL Contract: 10051 (C2)</b>				
<b>1 Waste Container 20 Cu Yd, On Call Service</b>				
Extra Tonnage 03/24	1030694	6.4700Tons	\$57.90	\$374.61
Receipt Number 86344				
Extra Tonnage 03/24	1030704	3.9800Tons	\$57.90	\$230.44
Receipt Number 86345				
Extra Tonnage 03/24	1030715	2.7000Tons	\$57.90	\$156.33
Receipt Number 86346				
Extra Tonnage 03/24	1030735	1.8100Tons	\$57.90	\$104.80
Receipt Number 86347				
Pickup Service 03/24	Tish	1.0000	\$508.00	\$508.00
Receipt Number 86344				
Pickup Service 03/24	Tish	1.0000	\$508.00	\$508.00
Receipt Number 86345				
Pickup Service 03/24	Tish	1.0000	\$508.00	\$508.00
Receipt Number 86346				
Pickup Service 03/24	Tish	1.0000	\$508.00	\$508.00
Receipt Number 86347				
Extra Tonnage 03/25	1331875	3.8500Tons	\$57.90	\$222.92
Receipt Number 86247				

<b>Past Due</b>	<b>30 Days</b> \$4,189.64	<b>60 Days</b> \$0.00	<b>90+ Days</b> \$0.00
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*Recommended To Be Paid*  
*Dept. Road: Village Manager*  
*Expense Acct:*  
*Date: 4-29-21 PO #*



5050 W. Lake Street  
Melrose Park IL 60160-27666

Please Return This  
Portion With Payment

**Total Enclosed**

[Empty box for Total Enclosed]

Return Service Requested

**Total Amount Due** \$10,774.06  
**Payment Due Date** Past Due  
**Account Number** 3-0551-3003652  
**Invoice Number** 0551-015129129

For Billing Address Changes  
Check Box and Complete Reverse

Make Checks Payable To:



VILLAGE OF MAYWOOD (TEMP)  
40 MADISON ST  
MAYWOOD IL 60153-2323

00075464  
0105



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



5050 W. Lake Street  
Melrose Park IL 60160-27666

Account Number  
Invoice Number  
Invoice Date

3-0551-3003652  
0551-015129129  
March 31, 2021

**CURRENT INVOICE CHARGES**

<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Extra Tonnage 03/25 Receipt Number 86248	1030989	5.3600Tons	\$57.90	\$310.34
Extra Tonnage 03/25 Receipt Number 86249	1331908	3.3500Tons	\$57.90	\$193.97
Extra Tonnage 03/25 Receipt Number 86250	1031028	2.0900Tons	\$57.90	\$121.01
Pickup Service 03/25 Receipt Number 86247	Tish	1.0000	\$508.00	\$508.00
Pickup Service 03/25 Receipt Number 86248	Tish	1.0000	\$508.00	\$508.00
Pickup Service 03/25 Receipt Number 86249	Tish	1.0000	\$508.00	\$508.00
Pickup Service 03/25 Receipt Number 86250	Tish	1.0000	\$508.00	\$508.00

**CURRENT INVOICE CHARGES, Due by April 25, 2021**

**\$6,584.42**

Recommended To Be Paid

Dept. Head: Willie Hooper

Expense Acct: 41-52-52400

Date: 4-6-21 PO # \_\_\_\_\_

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** April 29, 2021  
**SUBJECT:** Payment Approval, Blue Cross Blue Shield

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoice for health insurance premiums for the months of May 2021.

<u>Invoice Date</u>	<u>Amount</u>	<u>Service Date</u>
04/14/2021	\$265,892.80	5/1/2021-6/1/2021

**RECOMMENDATION:** It is recommendation that the total payments of \$265,892.80 be approved for payment. The expense account to be charged: 01-19-58000.



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

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

For All Billing Inquiries Call:  
800-414-7147

1 B 6 jo 2 [L4] AV3 681000 51P01202  
603F 10851P01202 5916071

Account:	769282 - VILLAGE OF MAYWOOD	
Profile:	0000258151 - ALL SUBSCRIBERS	0320
Bill Date:	04-14-2021	Payment Due Date: 05-01-2021
Bill Period:	05-01-2021 to 06-01-2021	
		Page 3

**BILL SUMMARY**

**Previous Amount Billed**

**Payments**

Check # 104459  
Check # 104573

**Adjustments**

NONE

**Total Payments and Adjustments**

**Remaining Balance**

**Fees**

Current Charges  
Subscriber Fee Adjustments

**Total Fees**

**Total Amount Due**

<b>RECOMMENDED TO BE PAID</b>	
DATE:	4/29/21
DEPT HEAD:	Esther Bent
EXPENSE ACCT:	61-19-58000
PO #	

Date	Activity	Total Due
03-25-2021	(286,709.07)	
04-13-2021	(287,575.75)	
		.00
		<b>(\$574,284.82)</b>

285,408.56  
(19,515.76)

**\$265,892.80**

**\$265,892.80**

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

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

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

769282 0000258151 05-01

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

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

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** April 29, 2021  
**SUBJECT:** Payment Approval, Christmas Decor Systems

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoice #99 dated 11/13/2020 for annual Holiday Decoration Lease for 2020.

**RECOMMENDATION:** It is recommendation that the total payments of \$17,550.00 be approved for payment. The expense account to be charged: 01-50-60600.

# Invoice

Christmas Decor Systems

PO Box 772  
Cicero, IN 46034  
800-944-3507

Date	Invoice #
11/13/2020	99

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

Ship To

P.O. No.	Terms
YR2020	Due on receipt

Item	Description	Amount
Lease	Holiday Decoration Lease: Annual \$17,550.00  Year 2020	17,550.00

*\$17,550.00*  
 Recommended To Be Paid:  
  
 Expense Acct: 01-50-60600  
 Date: 3/15/21 PO # \_\_\_\_\_  
 Dept. Head: [Signature]

Please remit to above address.		<b>Total</b>	\$17,550.00
--------------------------------	--	--------------	-------------

Phone #	Fax #	E-mail	Web Site
765-948-3385	765-948-3386	accounting@winterlandinc.com	www.chistmasdecorsystems.com

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** April 29, 2021  
**SUBJECT:** Payment Approval, City of Chicago

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoices for water services from January 20, 2021 to March 25, 2021.

<b>Account</b>	<b>Date</b>	<b>Amount</b>
432532-432532	03/10/2021	\$168,992.08
432533-432533	03/10/2021	\$174,292.12
432532-432532	04/09/2021	\$161,194.32
432533-432533	04/09/2021	\$165,336.88

**RECOMMENDATION:** It is recommendation that the total payments of \$532,622.35 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: Mar-10-2021

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

**Recommended To Be Paid**

Dept. Head: Willie Norquest

Expense Acct: \_\_\_\_\_

Date: 4-24-21 PO # \_\_\_\_\_

**Your Total Service Cost: \$349,119.58**

**To Avoid Penalties, Pay By: Mar-31-2021**

**Pay online:** [www.cityofchicago.org/finance](http://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: Jan-20-2021 - Feb-22-2021

Previous Balance	\$174,827.46
Adjustments	\$0.00
Payments	\$0.00
Current Water	\$174,292.12
Current Sewer	\$0.00
Current Penalty	\$0.00
<b>TOTAL DUE</b>	<b>\$349,119.58</b>

**Additional Information**

View your bills, sign up for paperless billing, enroll in a payment plan or AutoPay at: [www.cityofchicago.org/finance](http://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:  
Mar-31-2021

Total Due:  
\$349,119.58

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.

11579 1 MB 0.447 11579



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

**Amount Enclosed: \$** \_\_\_\_\_



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



**WATER, SEWER, GARBAGE, TAX BILL**

Bill Date: Mar-10-2021

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

**Recommended To Be Paid**

Dept. Head: Walter Noyes

Expense Acct: \_\_\_\_\_

Date: 4-29-21 PO # \_\_\_\_\_

**Your Total Service Cost: \$31,799.03**

**To Avoid Penalties, Pay By: Mar-31-2021**

**Pay online:** [www.cityofchicago.org/finance](http://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: Jan-20-2021 - Feb-22-2021

Previous Balance	\$137,193.05	CREDIT
Adjustments	\$0.00	
Payments	\$0.00	
Current Water	\$168,992.08	
Current Sewer	\$0.00	
Current Penalty	\$0.00	
<b>TOTAL DUE</b>	<b>\$31,799.03</b>	

**Additional Information**

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



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

Account:	Due Date:	Total Due:
432532-432532	Mar-31-2021	\$31,799.03

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.

11581 1 MB 0.447 11581  
  
 MAYWOOD VILLAGE COLLECTOR  
 40 MADISON ST  
 MAYWOOD, IL 60153-2323

**Amount Enclosed: \$** \_\_\_\_\_



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



**WATER, SEWER, GARBAGE, TAX BILL**

Bill Date: Apr-09-2021

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

Recommended To Be Paid

Dept. Head: Willie Noyes

Your Total Service Cost: **\$516,641.80**

Expense Acct: \_\_\_\_\_

To Avoid Penalties, Pay By: **Apr-30-2021**

Date: 4-29-21 PO # \_\_\_\_\_

**Pay online:** [www.cityofchicago.org/finance](http://www.cityofchicago.org/finance)

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

**Pay over the phone:** Call 312-744-4426

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

**Metered Account Bill Summary**

Bill Period: Feb-22-2021 - Mar-25-2021

Previous Balance	\$349,119.58
Adjustments	\$0.00
Payments	\$0.00
Current Water	\$165,336.88
Current Sewer	\$0.00
Current Penalty	\$2,185.34
<b>TOTAL DUE</b>	<b>\$516,641.80</b>

**Additional Information**

View your bills, sign up for paperless billing, enroll in a payment plan or AutoPay at: [www.cityofchicago.org/finance](http://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: Apr-30-2021      Total Due: \$516,641.80

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.

10089 1 MB 0.447 10089  
  
 MAYWOOD VILLAGE COLLECTOR  
 40 MADISON ST  
 MAYWOOD, IL 60153-2323

Amount Enclosed: \$ \_\_\_\_\_

140

04302021 0004325330432533 2 0051664180 0051664180 2



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



**WATER, SEWER, GARBAGE, TAX BILL**

Bill Date: Apr-09-2021

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

**Recommended To Be Paid**

Dept. Head: Willie Nyflet

Expense Acct: \_\_\_\_\_

Date: 4-24-21 PO # \_\_\_\_\_

**Your Total Service Cost: \$192,993.35**

**To Avoid Penalties, Pay By: Apr-30-2021**

**Pay online:** [www.cityofchicago.org/finance](http://www.cityofchicago.org/finance)

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

**Pay over the phone:** Call 312-744-4426

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

**Metered Account Bill Summary**

Bill Period: Feb-22-2021 - Mar-25-2021

Previous Balance	\$31,799.03
Adjustments	\$0.00
Payments	\$0.00
Current Water	\$161,194.32
Current Sewer	\$0.00
Current Penalty	\$0.00
<b>TOTAL DUE</b>	<b>\$192,993.35</b>

**Additional Information**

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



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

Account:	Due Date:	Total Due:
432532-432532	Apr-30-2021	\$192,993.35

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.

10090 1 MB 0.447 10090



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:** April 29, 2021  
**SUBJECT:** Payment Approval, Hancock Engineering

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

<u>Invoice</u>	<u>Amount</u>	<u>Description</u>
21-0273	\$21,664.71	Washington Boulevard, Phase II Engineering

**RECOMMENDATION:** It is recommendation that the total payments of \$21,664.71 be approved for payment. The expense account to be charged: Various Accounts.



**ENTERED**  
4/20/21

March 30, 2021

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

<b>RECOMMENDED TO BE PAID</b>	
DATE:	4-20-21
DEPT HEAD:	Willie Norfleet
EXPENSE ACCT:	1-50-52400
PO#	

Attention: Mr. Willie Norfleet Jr., Village Manager

Washington Boulevard, Phase II Engineering  
MFT 18-00130-00-PV / WQLN(497) / D-91-289-18  
EHE File Number: 565-19-23101

**ENGINEERING SERVICES RENDERED:** during the period ending 02/28/2021

I. Direct Labor (DL)

Previous	07/01/2020 - 01/31/2021	32,198.92
Current	02/01/2021 - 02/28/2021	<u>8,993.70</u>
Total DL	=	\$41,192.62

II. Overhead - (OH)

DL * 115.08%	=	<u>\$49,203.75</u>
		\$90,396.37

III. Fixed Fee - \$39,134.32	<span style="border: 1px solid black; padding: 2px;">37.6666%</span>	=	\$14,741.99
------------------------------	--	---	-------------

IV. Services by Others-Current Invoice Copies Attached

Previous: (Krisch Land Surveying)	\$9,600.00
Previous: (Gewalt Hamilton)	\$13,959.43
Current: (SantaCruz)	<u>\$16,400.00</u>
Total SBO	= <u>\$39,959.43</u>

TOTAL PROJECT COST	\$145,097.79
Less Previously Billed	- <u>123,433.08</u>
<b>BILL #6, Amount Requested</b>	<u>\$21,664.71</u>

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

Invoice No. 21-0273

Page 2 of 2

Project: Washington Boulevard, Phase II Engineering  
MFT 18-00130-00-PV/ WQLN (497) / C-91-289-18

Period: 02/01/2021 - 02/28/2021

EMPLOYEE	CLASSIFICATION	HOURS		RATE	DIRECT SALARIES
		Regular	Overtime		
CLARK	ENGINEER-VI	49.00		\$56.49	\$2,768.01
PETERHANSEN	ENGINEER-VI	54.00		62.06	3,351.24
PROHASKA	ENGINEER-IV	26.00		37.79	982.54
GOUMAS	ENGINEER-VI	7.00		64.90	454.30
MARTIN	CAD-MGR	8.00		39.33	314.64
BURNS	CAD-I	<u>52.50</u>		21.39	<u>1,122.97</u>
		196.50			\$8,993.70

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** April 29, 2021  
**SUBJECT:** Payment Approval, Municipal Employee

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoice #0693 dated 04/01/2021 for health and dental insurance for the month April 2021.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
0693	04/01/2021	\$104,403.90

**RECOMMENDATION:** It is recommendation that the total payments of \$104,403.90 be approved for payment. The expense account to be charged: 01-19-58000.



MUNICIPAL EMPLOYEE V.E.B.A. TRUST

770 North Church Road  
Suite H  
Elmhurst, Illinois 60126

Invoice

Date	Invoice #
4/1/2021	0693

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

RECOMMENDED TO BE PAID	
DATE:	4/22/21
DEPT HEAD:	<i>LaSondra Banks</i>
EXPENSE ACCT:	01-19-58000
PO#	

Description	Amount
WOOD, HELENE - PPO/EC - DENTAL	102.55
WOZNICZKA, CHRISTOPHER - PPO/ES - DENTAL	107.94
ZIMMERMAN, DAN - PPO/E - DENTAL	49.49
<b>Total</b>	<b>\$105,403.90</b>

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** April 29, 2021  
**SUBJECT:** Payment Approval, T.P.I.

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoices for plumbing and building inspections for the Village of Maywood Code Enforcement Department.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
202102	February 2021	\$7,196.00
202103	March 2021	\$6,251.00

**RECOMMENDATION:** It is recommendation that the total payments of \$13,447.00 be approved for payment. The expense account to be charged: 01-23-52400.

# T.P.I.

## Invoice

JoAnne Tisinai, President  
Steven J. Tisinai, Secretary, Treasurer  
7N262 W. Whispering Trail, St. Charles, IL 60175

### Summary of Services

February 2021

Village of Maywood

Invoice:

202102

<u>Plumbing Inspection Sub-total</u>	<u>\$3,080.00</u>
<u>Building Inspection Sub-total</u>	<u>\$4,116.00</u>
<u>Plan Review Sub-total</u>	<u>\$0.00</u>
<u>Total Amount Due:</u>	<u>\$7,196.00</u>

**APPROVED TO BE PAID**  
DATE: 3/8/21  
DEPT HEAD: [Signature]  
EXPENSE ACCT. 01-23-52400  
PO#: \_\_\_\_\_

## Plumbing Inspection Detail

<b>Date</b>	<b>Inspector</b>	<b>Type</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
2/2/2021	Lou Ortiz	Plumbing	\$80.00	4	\$320.00
2/4/2021	John Davies	Plumbing	\$80.00	2.75	\$220.00
2/5/2021	George Swietczak	Plumbing	\$80.00	4.5	\$360.00
2/9/2021	Lou Ortiz	Plumbing	\$80.00	3.75	\$300.00
2/11/2021	John Davies	Plumbing	\$80.00	4.5	\$360.00
2/12/2021	John Davies	Plumbing	\$80.00	3	\$240.00
2/16/2021	John Davies	Plumbing	\$80.00	3.75	\$300.00
2/23/2021	John Davies	Plumbing	\$80.00	4	\$320.00
2/25/2021	John Davies	Plumbing	\$80.00	4	\$320.00
2/26/2021	Lou Ortiz	Plumbing	\$80.00	4.25	\$340.00

## Building Inspection Detail

<b>Date</b>	<b>Inspector</b>	<b>Type</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
2/2/2021	George Swietczak	Electric	\$84.00	6.5	\$546.00
2/4/2021	George Swietczak	Electric/Plumbing	\$84.00	6.5	\$546.00
2/9/2021	George Swietczak	Electric	\$84.00	6	\$504.00
2/11/2021	George Swietczak	Electric	\$84.00	6.75	\$567.00
2/16/2021	John Caraher	Electric	\$84.00	5	\$420.00
2/18/2021	Lou Ortiz	Electric/Plumbing	\$84.00	7	\$588.00
2/23/2021	John Caraher	Electric	\$84.00	5	\$420.00
2/25/2021	Lou Ortiz	Electric/Plumbing	\$84.00	6.25	\$525.00

# T.P.I.

Invoice

JoAnne Tisinai, President  
Steven J. Tisinai, Secretary, Treasurer  
7N262 W. Whispering Trail, St. Charles, IL 60175

## Summary of Services

March 2021

Village of Maywood

Invoice:

202103

<u>Plumbing Inspection Sub-total</u>	<u>\$2,240.00</u>
<u>Building Inspection Sub-total</u>	<u>\$4,011.00</u>
<u>Plan Review Sub-total</u>	<u>\$0.00</u>
<u>Total Amount Due:</u>	<u>\$6,251.00</u>

APPROVED TO BE PAID  
DATE: 4/9/21  
DEPT HEAD: [Signature]  
EXPENSE ACCT. 01-23-52400  
PO#: [Signature]

## Plumbing Inspection Detail

<b>Date</b>	<b>Inspector</b>	<b>Type</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
3/2/2021	Lou Ortiz	Plumbing	\$80.00	4.25	\$340.00
3/4/2021	John Davies	Plumbing	\$80.00	4.75	\$380.00
3/5/2021	George Swietczak	Plumbing	\$80.00	2	\$160.00
3/9/2021	George Swietczak	Plumbing	\$80.00	4.25	\$340.00
3/24/2021	John Davies	Plumbing	\$80.00	4	\$320.00
3/25/2021	John Davies	Plumbing	\$80.00	4.75	\$380.00
3/31/2021	Gary Howard	Plumbing	\$80.00	4	\$320.00

## Building Inspection Detail

<b>Date</b>	<b>Inspector</b>	<b>Type</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
3/2/2021	George Swietczak	Electric	\$84.00	5.25	\$441.00
3/4/2021	George Swietczak	Electric	\$84.00	5	\$420.00
3/9/2021	John Caraher	Electric	\$84.00	5	\$420.00
3/11/2021	George Swietczak	Electric	\$84.00	5.5	\$462.00
3/16/2021	George Swietczak	Electric	\$84.00	4.75	\$399.00
3/18/2021	Lou Ortiz	Electric	\$84.00	6.5	\$546.00
3/23/2021	Lou Ortiz	Electric	\$84.00	5.5	\$462.00
3/25/2021	Lou Ortiz	Electric	\$84.00	5	\$420.00
3/30/2021	George Swietczak	Electric	\$84.00	5.25	\$441.00

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** April 29, 2021  
**SUBJECT:** Payment Approval, Tyler Technologies

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoice #025-329570 dated 03/31/2021 for MyCivic Citizen Engagement for year 04/01/2021-03/31/2022.

**RECOMMENDATION:** It is recommendation that the total payments of \$11,000.00 be approved for payment. The expense account to be charged: 01-18-56500.



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
025-329570	03/31/2021	1 of 1

**Questions:**  
 Tyler Technologies - Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Email: ar@tylertech.com



Bill To: Village of Maywood  
 40 Madison Street  
 Maywood, IL 60153-2323

Ship To: Village of Maywood  
 40 Madison Street  
 Maywood, IL 60153-2323

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
54329 - MAIN - MAIN	141984	2020-113192	USD	NET45	05/15/2021

Description	Extended Price
MyCivic SaaS Fees Year 1 - (04/01/2021 - 03/31/2022)	11,000.00

**Milestone Details**

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
MyCivic Citizen Engagement - Annual SaaS Fee	6,000.00	100%	6,000.00
MyCivic 311 - Annual SaaS Fee	5,000.00	100%	5,000.00

Recommended To Be Paid

Dept. Head: Willie Hooper

Expense Acct: 01-16-56500

Date: 4-16-21 PO # \_\_\_\_\_

**\*\*ATTENTION\*\***

Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

155	<b>Subtotal</b>	11,000.00
	<b>Sales Tax</b>	0.00
	<b>Invoice Total</b>	11,000.00

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** April 29, 2021  
**SUBJECT:** Payment Approval, Village of Melrose Park

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoices for water services provided 01/20/2021-02/19/2021 from the Village of Melrose Park.

<b>Account</b>	<b>Date</b>	<b>Amount</b>
422000-001	02/20/2021-03/19/2021	\$29,264.76
422001-001	02/20/2021-03/19/2021	\$30,016.84

**RECOMMENDATION:** It is recommendation that the total payments of \$59,281.60 be approved for payment. The expense account to be charged: 41-55-57301.



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

Ronald M. Serpico  
Mayor

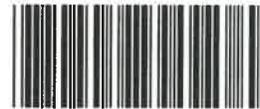
ACCOUNT MNUMBER	SERVICE DATES
422000-001	02/20/2021
USE OF MAIN E	03/19/2021
<b>RETAIN THIS STUB FOR YOUR RECORDS</b>	
CURRENT READ	CONSUMPTION
256,740	52,920
Previous Balance	46,673.19
Penalties	0.00
Adjustments	0.00
Payments Received	0.00
Balance at Billing	46,673.19
WATER	29,264.76
Total Due	75,937.95
 Pay water bills online at <a href="http://www.melrosepark.org">www.melrosepark.org</a>	



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

PLEASE RETURN THIS STUB WITH PAYMENT	
ACCOUNT #	AMOUNT DUE
422000-001	75,937.95
DUE DATE	AFTER DUE DATE
05/03/2021	76,230.60

05/03/2021                      76,230.60



Recommended To Be Paid

Dept. Head: Wallie Noyes

Expense Acct: \_\_\_\_\_

Date: 4-29-21 PO # \_\_\_\_\_

VILLAGE OF MAYWOOD  
40 MADISON ST  
MAYWOOD, IL 60153



**Village of  
Melrose Park**

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

Ronald M. Serpico  
Mayor

ACCOUNT MNUMBER	SERVICE DATES
422001-001	02/20/2021
USE OF MAIN W	03/19/2021
<b>RETAIN THIS STUB FOR YOUR RECORDS</b>	
CURRENT READ	CONSUMPTION
364,050	54,280
Previous Balance	69,710.65
Penalties	0.00
Adjustments	0.00
Payments Received	0.00
Balance at Billing	69,710.65
WATER	30,016.84
Total Due	99,727.49

Pay water bills online at [www.melrosepark.org](http://www.melrosepark.org)



**Village of  
Melrose Park**

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

PLEASE RETURN THIS STUB WITH PAYMENT	
ACCOUNT #	AMOUNT DUE
422001-001	99,727.49
DUE DATE	AFTER DUE DATE
05/03/2021	100,027.66

05/03/2021

100,027.66



**Recommended To Be Paid**

Dept. Head: Willie Nozler

Expense Acct: \_\_\_\_\_

Date: 4-24-21 PO # \_\_\_\_\_

VILLAGE OF MAYWOOD  
40 MADISON ST  
MAYWOOD, IL 60153



## MEMORANDUM

**TO:** Village Mayor and Board of Trustees

**FROM:** Willie Norfleet, Jr.  
Village Manager

**SUBJECT:** Discussion and Approval of the Cable Television Franchise Agreement by and Between the Village of Maywood and Comcast of California/Colorado/Illinois/Indiana/Michigan, LP

**DATE:** May 4, 2021

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The Village of Maywood has received a request to approve the Cable Television Franchise Agreement by and between the Village of Maywood and Comcast of California/Colorado/Illinois/Indiana/Michigan, LP. For a ten-year period.

I recommend that the Village of Maywood approve the Cable Television Franchise Agreement by and between the Village of Maywood and Comcast of California/Colorado/Illinois/Indiana/Michigan, LP. For a ten-year period.

**CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN**

**The  
VILLAGE OF MAYWOOD, ILLINOIS**

**And  
COMCAST OF CALIFORNIA/COLORADO/ILLINOIS/INDIANA/MICHIGAN, LP**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Maywood, Illinois (hereinafter, the "Village" or "Grantor") and Comcast of California/Colorado/Illinois/Indiana/Michigan, LP (the, "Grantee") this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the present and future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village's home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in the Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, as amended from time to time and means Grantee's facilities, consisting of a set of closed

transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, "Cable System" and "System" do not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

"Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"Customer" or "Subscriber" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission.

"FCC" means the Federal Communications Commission or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of a Cable System.

"Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

"Franchise Area" means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

"Grantee" shall mean Comcast of California/Colorado/Illinois/Indiana/Michigan, LP.

"Gross Revenue" means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include all such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop from the operations of the Cable System within the Village, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third

party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5<sup>th</sup> Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the public, educational institutions such as public or private schools (but not "home schools"), community colleges, and universities, as well as the Village.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any Village residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean, pursuant and in addition to the Village's Right of Way Ordinance, Chapter 101 of the Village of Maywood Code of Ordinances, entitled "Standards For Construction Of Utility Facilities On Public Rights-Of-Way", the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Subscriber " means any Person who or which elects to subscribe to, for any purpose, Cable Services provided by the Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully activated to receive Cable Services from the Grantee's Cable System.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

“Village” or “Grantor” means the Village of Maywood, Illinois or the lawful successor, transferee, designee, or assignee thereof.

## **SECTION 2: Grant of Authority**

2.1. **Grant of Franchise.** Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Ordinance No. \_\_\_\_\_, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. **Term of Franchise.** The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service.

2.3. **Renewal.** Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. **Police Powers.** Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws, codes and ordinances enacted by the Village pursuant to such police power.

2.5 **Reservation of Authority.** Nothing in this Franchise Agreement shall (A) abrogate the right of the Village authorities the use of the Public Way for public purposes or to perform any public works or public improvements of any description, (B) be construed as a waiver of any laws, codes or ordinances of general applicability promulgated or enforced by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

### 2.6 **Competitive Equity.**

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent required by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Construction Standards. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 101 of the Village of Maywood Code of Ordinances, entitled "Standards For Construction Of Utility Facilities On Public Rights-Of-Way", as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction or reconstruction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or Village utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### 3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such other users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the

Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

**SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. Extension of System/Service. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like

occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A, and shall specify the requested level of services and number of outlets for each location. The Village shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. In the event the FCC Third 621 Order is reversed on appeal on the issue of complimentary services (pending at the 6<sup>th</sup> Circuit at the time of this Agreement) and that reversal becomes final, the Village and the Grantee will revert to the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service, one Digital Transport Adapter (or its current equivalent if equipment is necessary to receive the service) and a free Standard Installation at one outlet to all eligible buildings as defined in the state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. The Village must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Chapter 123 of the Village of Maywood Code of Ordinances. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, as amended from time to time.

**SECTION 5: Oversight and Regulation by Village**

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not

be compelled to pay any higher percentage of Franchise Fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period which shall include Gross Revenues for the period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Co. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. Increase in Franchise Fee. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination as made by the Village in its sole discretion, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. Decrease in Franchise Fee. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests for Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), the Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from siting errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee (designated as proprietary and confidential) as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request at the Grantee’s expense. Grantee shall indemnify and defend the Village from and against any claims arising from the Village’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with the Freedom of Information Act, including an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

## **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Transfer of Interest. Neither the Grantee nor any other Person may sell, assign or transfer the Franchise Agreement, Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. Transfer of Contract. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, the Cable System or the Cable System assets shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. Exception. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. Requirement. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is

required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. **Other Transfers.** Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

## **SECTION 7: Insurance and Indemnity**

7.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Section 101.08 of the Village of Maywood Code of Ordinances.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

## **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. **PEG Capacity.** The Grantee shall provide capacity for the Village's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the Village utilizes no PEG Channel. The Grantee shall provide the Village with one (1) PEG Channel upon 180 days prior written request of the Village. The Grantee agrees to submit a cost estimate to activate the additional PEG Channel within a reasonable period of time after the Village's request. The Village may accept or decline Grantee's cost estimate in the Village's sole discretion. After an agreement to reimburse the Grantee the costs of activating the PEG Channel, the Grantee shall proceed to active the PEG Channel within the number of days set forth above. If no agreement is reached between Grantee and Village, Grantee is not obligated to activate the PEG Channel. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the PEG Channel shall be carried on the Grantee's basic digital service tier. The Village's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.1.1. **Additional PEG Capacity.** At its discretion, the Village may request an additional PEG Channel; provided, however, the Village must demonstrate that the Threshold Use Requirement is satisfied. For the purposes of this Agreement, the term "Threshold Use Requirement" means that the initial PEG Channel shall be programmed by the Village at least eight (8) hours per day with non-repetitive, non-character generated, locally produced video programming and text (character generated) messaging, Monday through Friday, for a minimum of four (4) consecutive months. The Village shall provide the Grantee with written documentation evidencing that the Threshold Use Requirement is being satisfied. Grantee shall have one hundred twenty (120) days from receipt of the Village's request to provide the additional PEG Channel. The Grantee agrees to submit a cost estimate to activate the additional PEG Channel within a reasonable period of time after the Village's request. The Village may accept or decline Grantee's cost estimate in the Village's sole discretion. After an agreement to reimburse the Grantee the costs of activating the additional PEG Channel, the Grantee shall proceed to active the PEG Channel within the number of days set forth above. If no agreement is reached between Grantee and Village, Grantee is not obligated to activate the additional PEG Channel. Unless otherwise agreed to by the Village and the Grantee, to the extent required by law, the additional PEG Channel shall be carried on the most basic service tier offered by the Grantee. Once provided, the additional PEG Channel may not be removed or withdrawn by Grantee for the first twelve (12) months following the provision of such additional PEG Channel. Any such removal or withdrawal shall not occur until the Grantee has given the Village written notice that the Threshold Use Requirement for the initial channels provided as of the Effective Date of this Agreement is not being satisfied. The Village shall have one hundred twenty (120) days to cure, or take diligent steps towards curing such condition, in which to establish that the Threshold Use Requirement on the initial PEG Channels is satisfied.

8.1.2. **Grantee Use of Unused Time.** Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village does not completely program a PEG Channel, the Grantee may utilize the PEG Channel for its own purposes. Grantee may program unused time on the PEG Channel subject to reclamation from the Village upon no less than one hundred twenty (120) days notice. Except as otherwise provided

herein, the programming of the PEG Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

8.2 Rules and Procedures for Use of PEG Access Channel. The Village shall be responsible for the content the Village or its designee provides over the designated Public Access Channel and for establishing, and thereafter enforcing, rules for any non-commercial use of the PEG Access Channel and to promote the viewership of the Channel.

8.3. Allocation and Use of the PEG Access Channel. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. The PEG Access Channel is, and shall be, operated by the Village or its designee. The Village shall adopt rules and procedures under which Grantee may use the PEG Access Channel for the provision of Video Programming if the PEG Access Channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel except as permitted by 47 U.S.C. §531(e).

8.5. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from the Village or any other Village designated location(s) (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time not exceeding sixty (60) days. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within one hundred and twenty (120) days or such other period of time as mutually agreed to by the Parties.

8.6. PEG Signal Quality. Provided the PEG signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.7. PEG Capital Support. At its sole discretion, the Village may designate a PEG access capital project to be funded by the Village as set forth herein. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber

pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a copy of the Village's annual budget describing the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment, which budget may be amended from time to time as the Village determines necessary. The Village shall, from time to time, provide the Grantee with an annual Capital Plan setting forth the expenditures for capital facilities and/or equipment to be made within the fiscal year. The Grantee may review and comment on the compatibility of any facilities and/or equipment to be acquired by the Village's within 30 days of the Grantee's receipt of the Capital Plan, but such review shall not affect the collection and payment of PEG Capital Fees. The capital payments shall be expended for PEG facilities and equipment. Upon the request of the Grantee, the Village shall provide documentation on all expenditures of PEG Capital Fees. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, provided that any funds remaining at the end of the term of this Agreement shall be used by the Village for PEG Capital obligations during the subsequent Franchise renewal. Moreover, if the Village chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's written request.

8.7.1. For any payments owed by Grantee in accordance with this Section 8.7 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.7.2. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. **Enforcement.** Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. **Remedies Not Exclusive.** In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Chapter 123 of the Village of Maywood Code of Ordinances; and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 101 of the Village of Maywood Code of Ordinances, to enforce the Grantee's compliance with the Village's requirements regarding "Standards For Construction Of Utility Facilities On Public Rights-Of-Way". Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

## **SECTION 10: Miscellaneous Provisions**

10.1. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to

noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased. This provision does not cover work delays caused by general economic conditions.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Maywood  
40 East Madison Street  
Maywood, Illinois 60153  
ATTN: Village Manager

To the Grantee:

Comcast  
1500 McConnor Parkway  
Schaumburg, Illinois 60173  
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court,

agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by final binding judicial or administrative decision, either party may notify the other in writing that the Franchise has been materially altered by the finding, and of the election to begin negotiations to amend the Franchise solely in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois, without regard to conflict of laws, except where superseded by federal law.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public not a signatory to this Agreement to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Village or the Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the Village of Maywood:**

**For Comcast of California/  
Colorado/Illinois/Indiana/Michigan, LP:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## MEMORANDUM

**TO:** Village Mayor and Board of Trustees

**FROM:** Willie Norfleet, Jr.  
Village Manager

**SUBJECT:** Discussion and Approval to move the May 18, 2021 Regular Village Board of Trustees Meeting to Proviso East High School Auditorium for the Swearing in Ceremony for the new Elected Officials

**DATE:** May 4, 2021

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A request has been made to move the May 18, 2021 Regular Village Board of Trustees Meeting to the Proviso East High School Auditorium for increased size capacity for people to attend the Swearing in Ceremony for the new elected officials.

I have filled out the application for the usage of the Proviso East High Auditorium.

I recommend that the Village of Maywood approve of moving the May 18, 2021 Regular Village Board of Trustees Meeting to the Proviso East High School Auditorium for increased size capacity for people to attend the Swearing in Ceremony for the new elected officials



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Chicago, Illinois 60606-2903  
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mtjurusik@ktjlaw.com  
DD 312-984-6432

**MEMORANDUM**

**TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jursik**  
**DATE: April 28, 2021**  
**RE: Madison Street / 5th Avenue TIF District Fund –  
Window, Tuckpointing and Door Façade Improvements by Mohmmad Musa  
d/b/a Sharks Fish & Chicken at 100 West Madison Street, Maywood, Illinois**

Per the preliminary consideration at the April 20, 2021 Village Board Meeting, I have enclosed the following document for your review, consideration and action at an upcoming Village Board Meeting:

**ORDINANCE NO. CO-2021-\_\_\_: AN ORDINANCE AUTHORIZING AND APPROVING CERTAIN EXPENDITURES FROM THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE VILLAGE’S SHARE OF A FAÇADE IMPROVEMENT PROJECT (Window, Tuckpointing and Door Façade Improvements by Mohmmad Musa d/b/a Sharks Fish & Chicken at 100 West Madison Street, Maywood, Illinois)**

Mohmmad Musa d/b/a Sharks Fish & Chicken (“Applicant”) filed a Façade Improvements Application (the “Application”) with the Village of Maywood (“Village”) requesting reimbursement of certain proposed expenditures to improve the existing building and property located at 100 West Madison Street, Maywood, Illinois (the “Property”), and Village Staff has issued a Memorandum dated April 20, 2021 recommending that the requested reimbursement for the proposed façade improvements set forth in the Application be approved and that the Village pay its matching fifty percent (50%) share of the proposed façade improvements for the Property, with the Village’s matching funds capped at \$25,000.00 (the “Grant”).

The Project Improvements consist of: Replacement of exterior windows, tuckpointing and doors for the existing building at the Property. The Estimated Total Project Costs are: \$140,000.00. The Village’s matching share of the Total Project Costs shall not exceed \$25,000.00. The Project Improvements and the Project Costs are eligible for reimbursement under the Village’s Matching Grant Façade Program and the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area Fund.

In response to the Trustees’ comments at the April 20, 2021 Village Board Meeting regarding options to deny the Application, please note that the Application is complete and appears to satisfy all of the guidelines and criteria for the Applicant to be eligible to receive the requested Façade Improvement Grant. While approval of the Grant is a discretionary matter, the Village Board must identify and rely on a justifiable, non-discriminatory reason(s) to deny the Application. The Village Board

cannot deny the Application based on a new set of guidelines or criteria that are not contained in the Matching Grant Façade Program, especially when the Village Board has recently approved similar grant applications for other businesses. The other consideration is that the Village Board may face liability for illegal discrimination (i.e., a civil rights lawsuit based on one or more of the constitutionally protected classes of persons – race, gender, ethnicity, etc.) if it denies this Application without identifying a justifiable, non-discriminatory reason, such as: (1) there is no more funding for the Program to award the Grant; (2) the Grant Application is incomplete; or (3) the Design Committee issued a negative recommendation relative to the Application.

My recommendation is that the Village Board approve the award of the Grant Application and then the Village Board conduct a “workshop meeting” (i.e., “Committee of the Whole meeting” or “Legal, License and Ordinance Committee meeting”) where economic development policies and programs, business development, and licensing regulations and zoning regulations can be discussed and evaluated, including a review of the Matching Grant Façade Program and its guidelines and criteria, so that the Village Board can assess what policies and regulations are within its authority to amend or adopt.

If the Village Board wants to temporarily suspend this Program (i.e., adopt a moratorium) until it is reviewed in more detail, then the Village Board can adopt an ordinance that simply suspends the Program for a defined time period and Village Staff will no longer accept applications during that time period.

If there are any questions, please contact me.

*Mike*

Enclosure

cc. Viola Mims, Village Clerk (w/ encl.)  
Willie Norfleet, Jr., Village Manager (w/ encl.)  
David Myers, Director of Community Development (w/ encl.)  
Lanya Satchell, Finance Director (w/ encl.)  
Angela Smith, Coordinator of Business Development (w/ encl.)

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

**AN ORDINANCE AUTHORIZING AND APPROVING  
CERTAIN EXPENDITURES FROM THE MADISON STREET / 5TH AVENUE  
TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND  
TO PAY FOR THE VILLAGE'S SHARE OF A FAÇADE IMPROVEMENT PROJECT**

**(Window, Tuckpointing and Door Façade Improvements by Mohammad Musa  
d/b/a Sharks Fish & Chicken at 100 West Madison Street, Maywood, Illinois)**

**WHEREAS**, the President and Board of Trustees (the "Corporate Authorities") of the Village of Maywood, Cook County, Illinois (the "Village"), 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, have 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 "Project Area"); and

**WHEREAS**, the Corporate Authorities have 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 Project Area must be removed, certain infrastructure improvements must be made, and the Project Area must be redeveloped; and

**WHEREAS**, the removal of blight and adverse conditions, the completion of infrastructure improvements and the redevelopment of the 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**, under Ordinance No. CO-2013-12, approved at a public meeting on March 13, 2013, the Corporate Authorities extended the estimated date of completion of the Original Plan and Project, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Original Plan and Project, to December 31, 2020, subject to receipt of year 2020 incremental real estate tax revenues during calendar year 2021; and

**WHEREAS**, under Ordinance No. CO-2020-39, Ordinance No. CO-2020-40 and Ordinance No. CO-2020-41, approved at a public meeting on December 29, 2020, the Corporate Authorities extended the estimated date of completion of the Original Plan and Project, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Original Plan and Project, to December 31, 2032, subject to receipt of year 2032 incremental real estate tax revenues during calendar year 2033; and

**WHEREAS**, in 2003, the Corporate Authorities established a "Commercial Property Improvement Program" (known as the "Matching Grant Façade Program") (the "Program") and the Program is funded, in part, on an annual basis with Madison Street / 5th Avenue TIF Funds in order to pay for eligible façade improvements as applied for by business owners and property owners of property located within the Project Area. The Village pays a matching reimbursement of actual, documented funds expended by the applicant and the Village's matching dollar commitment is capped at a fifty percent (50%) share of

eligible façade improvements for the Applicant, not to exceed \$25,000.00, or such other dollar amount as set by the Corporate Authorities of the Village; and

**WHEREAS**, Mohmmad Musa d/b/a Sharks Fish & Chicken filed a Façade Improvements Application (the "Application") with the Village requesting reimbursement of certain proposed expenditures to improve the existing building and property located at 100 West Madison Street, Maywood, Illinois (the "Property"), and Village Staff has issued a Memorandum dated April 20, 2021 recommending that the requested reimbursement for the proposed façade improvements set forth in the Application be approved and that the Village pay its matching fifty percent (50%) share of the proposed façade improvements for the Property, with the Village's matching funds capped at \$25,000.00. Copies of the Application and the Village Staff Memorandum are attached to this Ordinance as **Group Exhibit "A"** and made a part hereof. After review of the Application and the Village Staff Memorandum, the Corporate Authorities find it necessary and beneficial to approve the use of Madison Street / 5th Avenue TIF Funds to pay the Village's matching fifty percent (50%) share of eligible façade improvements for the Applicant, as follows:

<b>Improvements:</b>	<b>Replacement of Exterior Windows, Tuckpointing and Doors for the building at the Property (the "Project")</b>
<b>Estimated Total Project Cost:</b>	<b>\$140,000.00</b>
<b>Estimated Village's Share:</b>	<b>Not to exceed \$25,000.00 (the "Expenditures")</b>

; and

**WHEREAS**, it is desirable and in the best interests of the residents, businesses and property owners of the Village for the Corporate Authorities to approve the Application and to authorize the reimbursement of the Village's Share as set forth above, which Expenditures will be paid to the Applicant upon submittal of the required proof of completion of the façade improvements, releases of lien, and Village inspection and approval of the improvements as being compliant with the Village Code.

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

**SECTION 1: Recitals.** The statements set forth in the preambles of this Ordinance are found to be true and correct and are adopted as part of this Ordinance.

**SECTION 2: Authority.** The Village is a duly constituted and organized home rule municipality, as described in Division 6 of Article VII of the Illinois Constitution of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt. This Ordinance is adopted in connection with implementing the Plan in accordance with the Act. This Ordinance is a declaration of official intent under Treasury Regulation Section 1.150-2.

**SECTION 3: Approval of Application and Authorization of Expenditures.** The Corporate Authorities of the Village:

- (a) Approve the Façade Improvement Program Application of Mohmmad Musa d/b/a Sharks Fish & Chicken for the property located at 100 West Madison Street, Maywood, Illinois, as attached hereto in **Group Exhibit "A"** and made a part hereof.

- (b) Authorize the use of Madison Street / 5th Avenue TIF Funds to pay to the Applicant the Village's fifty percent (50%) share of the total costs of the proposed façade improvements in an amount not to exceed to \$25,000.00, subject to the Applicant complying with the conditions, terms and provisions of this Ordinance and the Façade Improvement Program.

**SECTION 4: Public Inspection.** This Ordinance shall be immediately available for inspection by the public at the office of the Village Clerk.

**SECTION 5: Repealer.** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**SECTION 6: Severability.** Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 7: Ratification.** All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

**SECTION 8: Effective Date.** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

**ADOPTED** this 4th day of May, 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 4th day of May, 2021.

\_\_\_\_\_  
Edwenna Perkins, Village President

**ATTEST:**

\_\_\_\_\_  
Viola Mims, Village Clerk

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

\_\_\_\_\_  
Viola Mims, Village Clerk

**Group Exhibit "A"**

**Application for Façade Improvements  
filed by Mohmmad Musa d/b/a Sharks Fish & Chicken  
for the building at 100 West Madison Street, Maywood, Illinois**

and

**Village Staff Memorandum  
dated April 20, 2021**

(attached)

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Viola Mims, Village Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy of the Ordinance now on file in my office, entitled:

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

**AN ORDINANCE AUTHORIZING AND APPROVING  
CERTAIN EXPENDITURES FROM THE MADISON STREET / 5TH AVENUE  
TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND  
TO PAY FOR THE VILLAGE'S SHARE OF A FAÇADE IMPROVEMENT PROJECT  
(Window, Tuckpointing and Door Façade Improvements by Mohmmad Musa  
d/b/a Sharks Fish & Chicken at 100 West Madison Street, Maywood, Illinois)**

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 4th day of May, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 4th day of May, 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 4th day of May, 2021.

\_\_\_\_\_  
Viola Mims, Village Clerk

SEAL