



**NOTICE AND AGENDA FOR
COMMITTEE OF THE WHOLE MEETING
OF THE BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
TUESDAY, OCTOBER 5, 2021
AT 7:00 PM
VILLAGE COUNCIL CHAMBERS
125 SOUTH 5TH AVENUE
MAYWOOD, ILLINOIS 60153**

AGENDA

Masks or face coverings are required for all people who physically attend this meeting.

Physical attendance at the meeting may be subject to social distancing guidelines.

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

**Public comments submitted electronically to the Village and
any responses will be read into the public meeting record.**

Please submit public comments via email in advance of the public meeting to:

cthompkins@maywood-il.org or tpavlik@maywood-il.org and/or faxing to (708) 681-8818.

**To provide public comments via Zoom you must pre-register with the Village Clerk's Office prior to the start of
the Meeting by emailing cthompkins@maywood-il.org or tpavlik@maywood-il.org.**

Options to watch and listen to the public meeting:

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

**The Zoom Meeting ID and Access Code will be available on the Village website
in advance of the meeting start time.**

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE TO THE FLAG

5. APPROVAL OF MINUTES FOR COMMITTEE OF THE WHOLE MEETING OF THE BOARD OF TRUSTEES, TUESDAY, SEPTEMBER 7, 2021. 5

A. Motion to approve the Committee of the Whole Meeting Minutes of Tuesday, September 7, 2021. 10

6. OATHS, REPORTS, PROCLAMATIONS, ANNOUNCEMENTS AND APPOINTMENTS

7. FINANCE MANAGEMENT REPORT(S):

A. Presentation by Lanya Satchell, Director of Finance pursuant to the Village of Maywood Financial Report for month-ending August 31, 2021. 15

8. PUBLIC COMMENTS:

9. VILLAGE PRESIDENT REPORT AGENDA ITEM(S):

A. Discussion on Police Department September 2021 Update	57
B. Discussion on Collaborative Crisis Unit	58
C. Discussion on Lead Service Lines	67
D. Discussion on Cook County Treasurer's Office 2018 Tax Sale.	127
E. Discussion on Property Tax for Appeals and Exemptions.	128
F. Discussion on Christian Unity Church.	130
G. Discussion to set a community meeting to have Voices Heard on American Rescue Plan Act (ARPA) funding.	
1) Capital Project Funds Guidance and ARPA Fundamentals	134
10. VILLAGE MANAGER REPORT AGENDA ITEM(S):	
A. Discussion of Community Development Report/IML Conference Update	215
B. A report to provide an update of Building and Code Enforcement Initiatives	216
C. Discussion and consideration of Maywood, IL Police Department Analysis Homeland Security and Management	
1) Review of the History & Statement Document	217
2) Ordinance No. CO-04-28 An Ordinance Amending chapter 3 (village Administration) of the Maywood village Code to add new sections 3.34 (Emergency Services and Disaster Agency), 3.35 (Emergency Succession) and 3.36 (Emergency Powers and Spending Authority).	247
3) Ordinance No. C0-04-29 An Ordinance Amending Chapter 3 (Village Administration) of the Maywood Village Code to add New Sections 3.34 (Emergency Services and Disaster Agency), 3.35 (Emergency Succession) and 3.36 (Emergency Powers and Spending Authority).	254
D. Consideration of appointment for Village of Maywood Police Chief.	
E. Discussion of a Memorandum by Fire Chief Bronaugh regarding additional roof work for Fire Station No. 1.	261
F. Discussion and consideration of the application of Petitioner, Bharuch LLC, for variations related to construction of a Gasoline Station in the C-3 General Commercial Zoning District, on the property located at 201 West Roosevelt Road, Maywood, Illinois. The specific zoning relief sought by Petitioner from the requirements set forth in the Maywood Zoning Ordinance (MZO)	263
G. Discussion and consideration of the application of Petitioner, Little Bear Holdings, LLC, for a Zoning Map Amendment, and a Special Use Permit, to allow the construction of a Car Wash in the C-3 General Commercial Zoning District, on the property located at 1215 South 1st Avenue, Maywood, Illinois. The specific zoning relief sought by Petitioner from the requirements set forth in the Maywood Zoning Ordinance (MZO). Village Staff Report regarding the September 28, 2021 Public Hearing and Recommendation of the Village Plan Commission/Zoning Board of Appeals.	272
H. Discussion and consider the application of Petitioner, Access Health and Housing, LLC/IFF, for variations related to construction of a three-unit building in the R-5 Residential Zoning District, on the property located at 1910 S. 5th Ave. and 1927 S. 5th Ave.; and for	292

rezoning requests and related variances for the construction of two 4-unit buildings, and a mixed-use building with at least two (2) ground-floor units for commercial use, medical use or not-for-profit office use and two (2) second floor residential units on the property located at 1002-10 S. 6th Ave., Maywood, Illinois. The specific zoning relief sought by Petitioner from the requirements set forth in the Maywood Zoning Ordinance (MZO)

11. VILLAGE ATTORNEY REPORT AGENDA ITEM(S): Listed under New Business

12. TRUSTEE COMMITTEE REPORTS:

A. Planning and Development

1) September 27 Committee Meeting Minutes

B. Fiscal Accountability and Government Transparency

1) Review of the Agenda for FAGT (Fiscal Accountability & Government Transparency) Meeting. 318

C. Community Policing and Public Safety

D. Engagement and Communications

E. Infrastructure and Sustainability

F. Ordinance and Policy

1) September 27 Committee Meeting Minutes w/Attachments 320

13. NEW BUSINESS (DISCUSSION AND RECOMMENDATION ONLY):

A. Discussion and recommendation of: A Resolution Authorizing the Execution of an Independent Contractor Agreement for Professional Services between WL Networking, LLC and the Village of Maywood Relative to Information Technology Services, with a copy of the Agreement attached as Exhibit "1". 326

B. Discussion and recommendation of: An Independent Contractor Agreement - Cleaning Services Vendor - Chicago Cleaning Concierge.

C. Discussion of: Tentative Village of Maywood Fiscal Adoption Schedule for 2021 Real Estate Tax Levy. 344

14. OLD BUSINESS (DISCUSSION AND RECOMMENDATION ONLY):

A. Discussion and recommendation of: A Resolution Approving and Authorizing the Execution of A First Addendum to the 2021 Employment Agreement entered into with Village Manager Chasity Wells-Armstrong, with a copy of the First Addendum attached as Exhibit "A" to the Resolution; and the Notice of Posting in Compliance with Section 7.3 of the Illinois Open Meetings Act (5 ILCS 120/7.3) (Village Employees with Total Compensation Packages of \$150,000+ per year). 349

B. Discussion and recommendation of: A Resolution Approving an Intergovernmental Agreement by and between the Village of Maywood and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction, Operation and Maintenance of the I-290 Corridor Storm Relief Project in Maywood, Illinois (Cost Sharing for 2021 I-290 Corridor Storm Relief Project), with the Agreement attached to the Resolution as Exhibit "A". 361

15. OTHER MATTERS:

16. FOR INFORMATION ONLY:

17. CLOSED MEETING SESSION:

- A. Pending Litigation per 5 ILCS 120/2(c)(11)
- B. Probable and Imminent Litigation (5 ILCS 120/2(c)(11)).
- C. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body (5 ILCS 120/2(c)(1)).
- D. Purchase or lease of real property for use by the Village (5 ILCS 120/2(c)(5)).

18. ADJOURNMENT

cc:	Mayor	Nathaniel George Booker
	Trustees:	
		Isiah Brandon
		Miguel Jones
		Melvin L. Lightford, Sr.
		Aaron Peppers
		Antonio Sanchez
		Shabaun Reyes-Plummer
	Village Clerk	Gwayne D. Williams
	Village Manager	Chasity Wells-Armstrong

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
MINUTES OF THE COMMITTEE OF THE WHOLE MEETING
OF THE BOARD OF TRUSTEES
TUESDAY, SEPTEMBER 7, 2021

Call to Order

The Committee of the Whole Meeting of Tuesday, September 7, 2021, was called to order by Mayor Nathaniel George Booker at 7:02 p.m. in the Council Chambers at 125 South 5th Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Gwaine Dianne Williams, Village Clerk, the following answered Present: Mayor Nathaniel George Booker, Trustees A. Sanchez (7:07 p.m.), S. Reyes-Plummer, M. Jones, M. Lightford and I. Brandon.

Absent: Trustee A. Peppers. There being a Quorum present, the meeting was convened.

Staff Attendance:

Chasity Wells-Armstrong, Village Manager
Roseann Bautista, Human Resources Director
Lanya Satchell, Finance Director
John West, Public Works Director
Angela Smith, Acting Director of Community Development
Walter Duncan, Building and Code Enforcement Director
Nalini Johnson, Planning/Zoning Coordinator
LaSondra Banks, Community Engagement Director
Elijah Willis, Acting Police Chief
Craig Bronaugh Jr., Fire Chief
Michael Jurusik, Village Attorney
William Peterhansen, Village Engineer
Gwaine Dianne Williams, Village Clerk
Connie Thompson, Administrative Clerk

Invocation: Prayer by Reverend Lorenzo Webber and Village Prayer Confession read by Mayor Booker

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

Finance Management Report(s):

- A. Presentation by Lanya Satchell, Director of Finance pursuant to the Village of Maywood Financial Report of month ending July 31, 2021.

Ms. Satchell gave an overview.

Approval of Minutes:

- A. Approval of minutes for the Combined Committee of the Whole/Special Board Meeting Minutes of the Board of Trustees Tuesday, August 3, 2021.

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

Discussion: None

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford and I. Brandon

Nays: None

Abstain: None

Absent: Trustee A. Peppers

Motion Carried

Public Comments: E. Perkins. Mayor Booker responded to public comments.

Village President Report Agenda Item(s):

- A. Presentation from Sheila Wesonga and Family about Living Liver Donation.

Ms. Wesonga, Ms. Wendy Clark, Rev. Dr. Diana Body-Pryor made a presentation for recipient Adrian Clark.

- B. Discussion on launch of Homeland Security & Public Safety.

Mr. Kendall Silas and Acting Police Chief Willis gave an overview. Consensus to move to the next meeting agenda.

- C. Discussion to waive parking lot expansion fee for School District 89's Washington Dual Language Academy.

Discussion ensued for a \$300 fee waive. Consensus to move to the next meeting.

- D. Discussion on The Monroe Foundation to provide 2nd Chance resources including Sealing and Expungement in partnership with the Village of Maywood. (Attachment)

Mr. Otis Monroe gave a presentation. Consensus to move to the next meeting agenda.

Village Manager Report Agenda Item(s):

- A. Discussion and recommendation pursuant to upcoming capital improvements along Warren Street between 5th Avenue and 4th Avenue regarding parking in the general vicinity of the 5th Avenue business district.

Acting Director Angela Smith and Engineer Bill Peterhansen gave a presentation.

- B. Introduction of new Department Heads:

Manager Chasity Wells-Armstrong introduced Walter Duncan, Director of Building and Code Enforcement, Nalini Johnson, Planning/Zoning Coordinator, and Rosann Bautista, Human Resources Director.

- C. Presentation and follow-up discussion regarding Interfaith Housing and Parking.

Mr. Perry Vietti gave an overview.

- D. Resources for Tourism.

Mayor Booker gave an overview regarding Pandemic Funds.

- E. Resources for small businesses

Mayor Booker mentioned an info session with Berwyn Development Corporation on Tuesday, September 14th and 21st regarding Back to Business Grants. Direct questions to Erica Owens at 708-749-6577.

Village Staff / Department Head Reports:

Acting Chief Willis and Manager Wells-Armstrong made comments.

Village Attorney Report Agenda item(s):

Items listed under New Business

Trustee Committee Reports:

- A. Planning and Development (*assisted by the Community Development Department*)
 - * Chair, Trustee Antonio Sanchez
 - * Co-Chair, Trustee Shabaun Reyes-Plummer
- B. Fiscal Accountability and Government Transparency (*assisted by the Finance Department*)
 - * Chair, Trustee Miguel Jones
 - * Co-Chair, Trustee Isiah Brandon
- C. Community Policy and Public Safety (*assisted by the Chiefs of Police and Fire*)
 - * Chair, Trustee Aaron Peppers
 - * Co-Chair, Trustee Melvin L. Lightford Sr.
- D. Engagement and Communications (*assisted by the Community Engagement Director*)
 - * Chair, Trustee Isiah Brandon
 - * Co-Chair, Trustee Miguel Jones
- E. Infrastructure and Sustainability (*assisted by the Public Works and Building & Code Department*)
 - * Chair, Trustee Melvin L. Lightford Sr.
 - * Co-Chair, Trustee Aaron Peppers
- F. Ordinance and Policy
 - * Chair, Trustee Shabaun Reyes-Plummer (*assisted by the Village Clerk*)
 - * Co-Chair, Trustee Antonio Sanchez
- G. Discussion/recommendation of Memorandum from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021 regarding the Trustee Committee Schedule and Calendar.

Attorney Jurusik made comments.

New Business (Discussion and Recommendation Only):

- A. Discussion and recommendation of: A Resolution Authorizing the Approval and Execution of an Independent Contractor Agreement for Electrical Inspection Services, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021.
Consensus to move this item to the September 21, 2021 Board Meeting.
- B. Discussion and recommendation of: A Memorandum from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021 regarding Proposed Mobile Merchants Regulations and Chapter 115 (Peddlers, Solicitors, Itinerant Vendors and Canvassers) of Title XI (Business Regulations) of the Maywood Village Code.
Consensus to move this item to the Ordinance and Policy Committee for review.
- C. Discussion and recommendation of: An Ordinance Authorizing certain Amendments to the Fiscal Year 2021/2022 (May 1, 2021 through April 30, 2022) Village of Maywood Budget (Amendment No. 1), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021.
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- D. Discussion and recommendation of: Tentative Village of Maywood Fiscal Adoption Schedule for 2021 Real Estate Tax Levy and 2022/2023 Operating Budget, dated September 1, 2021.

Mayor Booker gave an overview.

- E. Discussion and recommendation of: SESAC Music Performance License for Municipalities (Version 2021), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021.

Information Only

- F. Discussion and recommendation of: An Ordinance Amending Section 31.21 (Board of Fire and Police Commissioners) of the Maywood Village Code regarding Adopting a Lateral Hiring Program for Entry Level Police Officers, with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021.

Information Only

Old Business (Discussion and Recommendation Only):

- A. Discussion and recommendation of: a Resolution Authorizing and Consenting to a Cook County Class 7C Property Tax Rate Incentive Designation for the Real Property commonly known as 1215 S. 1st Avenue, Maywood, Illinois and identified as Property Index Numbers 15-14-204-001-0000 and 15-14-204-010-0000 (Little Bear Holdings, LLC), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021.

Mayor Booker mentioned the item will be on the agenda for October approval.

- B. Discussion and recommendation of: a Resolution Authorizing acceptance of an invest in Cook/Connecting Cook County Grant for Fiscal Year 2021 in the amount of \$193,000, and Execution of a related Intergovernmental Agreement with Cook County for Phase II Engineering Services (Project: street improvements to 19th Avenue from Madison Street to Oak Street), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021.

Engineer Bill Peterhansen made comments.

- C. Discussion and recommendation of: License and Release, Hold Harmless and Indemnification Agreement for Non-Exclusive, Temporary Use Permit for Use of Village-Owned Property (Village Property: Gym at 200 South 5th Avenue Building) (Maywood Park District and School Board of Maywood-Melrose Park-Broadview School District No. 89), with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated September 1, 2021.

Information Only

- D. Discussion and response to Perry Vietti, President of Interfaith Housing Development Corporation letter dated August 11, 2021 regarding parking at Fifth Avenue Apartments.

Mr. Vietti made comments.

Other Matters: None

Committee Member Comments/Information: None

For Information Only: None

Closed Meeting Item(s): Motioned by Trustee Brandon and Seconded by Trustee Reyes-Plummer to recess into Closed Session at 9:32 p.m. for the purpose of discussing:

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

Discussion: None

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford and I. Brandon

Nays: None

Abstain: None

Absent: Trustee A. Peppers

Motion Carried

Reconvene to the Committee of the Whole Meeting with a Roll call at 10:25 p.m. Present: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones and I. Brandon. Absent: Trustee M. Lightford and A. Peppers

Adjournment: Motioned by Trustee Brandon and Seconded by Trustee Reyes-Plummer to adjourn the Special Village Workshop Meeting at 10:32 p.m. with a roll call of the Board.

Nathaniel George Booker, Mayor

Gwaine Dianne Williams, Village Clerk

cc: Mayor Booker
Board of Trustees
Village Manager Chasity Wells-Armstrong
Village Clerk Gwaine Dianne Williams

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Absent: Trustee A. Peppers

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Mr. Vietti made comments.

Other Matters: None

Committee Member Comments/Information: None

For Information Only: None

Closed Meeting Item(s): Motioned by Trustee Brandon and Seconded by Trustee Reyes-Plummer to recess into Closed Session at 9:32 p.m. for the purpose of discussing:

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

Discussion: None

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford and I. Brandon

Nays: None

Abstain: None

Absent: Trustee A. Peppers

Motion Carried

Reconvene to the Committee of the Whole Meeting with a Roll call at 10:25 p.m. Present: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones and I. Brandon. Absent: Trustee M. Lightford and A. Peppers

Adjournment: Motioned by Trustee Brandon and Seconded by Trustee Reyes-Plummer to adjourn the Special Village Workshop Meeting at 10:32 p.m. with a roll call of the Board.

Nathaniel George Booker, Mayor

Gwaine Dianne Williams, Village Clerk

cc: Mayor Booker
Board of Trustees
Village Manager Chasity Wells-Armstrong
Village Clerk Gwaine Dianne Williams



Village of Maywood
Financial Report
Month Ending
August 31, 2021



VILLAGE OF MAYWOOD

FINANCE DEPARTMENT

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

TO: Chasity Wells-Armstrong
Village Manager

FROM: Lanya D. Satchell
Director of Finance

DATE: September 29, 2021

RE: FY'2022 - Period 4 Analysis (August 1, 2021 – August 31, 2021)

Attached please find the Detailed Revenue and Expense Report for 4 months ending August 31, 2021. Upon review of the report, you will find that with 34% of the Fiscal Year having elapsed most departments have operated within the same percentage of their budgets. Exceptions reflect such expenditures as Membership & Dues, Contractual & Professional Services, and Building Maintenance.

Revenues

For your review, I have enclosed a three-year analysis of the major revenue sources for the Village of Maywood. For comparison, I have highlighted (in blue) collections for August and year to date totals. As of August 31, 2021, Revenue reflects 18% (\$5,604,6245) of the total budgeted amount which is largely due to the timing of many of our revenue streams.

Expenses

As of August 31, 2021, total expenditures for the Corporate Fund reflect 22% (6,835,501) of the total budgeted amount. Although total expenditures are below 34% of the elapsed fiscal year budget, the period reflects a deficit in the amount of \$1,230,876. As the deficit continues to grow, cash flow is affected and limits our ability to pay vendors within sixty days.

Other Major Funds

Motor Fuel reflects total fund revenue of 65.5% with total fund expenditures of 8%. Expenditures budgeted for this fund largely represent Capital Improvements. Once the slated projects are complete, the large gap between revenues and expenditures will shrink.

As of August 31, 2021, the Water Fund reflects total fund revenue of 33% and total expenditures of 24%. After four periods, the Fund reflects a surplus of \$800K - as noted in prior the months report, as infrastructure projects begin and are completed, any surplus will quickly dwindle.



VILLAGE OF MAYWOOD

FY 2022 - SALES TAX ANALYSIS

	<u>Municipal</u>	<u>Home Rule</u>	<u>Motor Fuel</u>	
May (February)	70,188	56,229	23,006	149,423
June (March)	113,562	93,154	27,106	233,822
July (April)	99,660	80,048	26,269	205,977
August (May)	98,062	80,547	25,802	204,411
September (June)				
October (July)				
November (August)				
December (September)				
January (October)				
February (November)				
March (December)				
April (January)	-	-	-	-
TOTAL	381,472	309,979	102,183	793,633

<u>Municipal Sales Tax</u>	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>
May (February)	63,660	64,041	62,423
June (March)	83,632	74,038	64,366
July (April)	67,841	71,846	54,902
August (May)	72,922	79,004	63,366
September (June)	75,605	73,852	73,048
October (July)	77,271	81,590	77,866
November (August)	77,117	78,302	73,842
December (September)	71,534	80,660	75,405
January (October)	73,899	72,319	70,901
February (November)	66,595	71,340	66,666
March (December)	68,678	72,081	73,695
April (January)	47,769	46,702	83,244
TOTAL	846,524	865,776	839,725

<u>Home Rule Sales Tax</u>	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>
May (February)	50,105	50,962	49,738
June (March)	62,735	57,756	49,726
July (April)	54,249	57,696	42,296
August (May)	58,932	65,291	47,101
September (June)	63,303	60,703	56,055
October (July)	59,749	64,411	60,751
November (August)	59,818	63,168	59,305
December (September)	55,938	58,483	59,788
January (October)	59,276	57,348	56,834
February (November)	54,965	56,579	53,042
March (December)	55,498	58,299	57,029
April (January)	48,884	53,618	65,429
TOTAL	683,452	704,313	657,092

<u>Motor Fuel Sales Tax</u>	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>
October (July)			16,322
November (August)			29,937
December (September)			26,701
January (October)			24,307
February (November)			24,885
March (December)			24,125
April (January)			19,270
TOTAL			169,048



VILLAGE OF MAYWOOD
MAJOR REVENUE SOURCES - (State shared)

<u>INCOME TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	330,396	483,760	242,876	405,364
June	152,631	151,076	150,440	355,666
July	206,372	225,931	238,893	319,064
August	151,490	161,954	326,618	179,160
September	147,848	143,338	185,066	
October	229,783	255,741	267,992	
November	165,497	166,910	181,084	
December	137,174	157,723	160,320	
January	199,871	220,457	255,423	
February	240,461	227,131	270,039	
March	144,789	168,894	186,110	
April	385,925	7,179	296,750	
	<u>2,492,237</u>	<u>2,370,093</u>	<u>2,761,612</u>	<u>1,259,254</u>

<u>PERS PROP REPLACEMENT TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	133,755	184,378	101,011	263,286
July	104,224	108,907	104,948	191,854
August	10,523	13,064	77,552	24,398
October	94,319	189,543	98,315	
December	23,065	31,477	25,445	
January	77,329	115,098	121,017	
March	30,502	22,882	43,723	
April	93,373	74,629	204,300	
	<u>567,088</u>	<u>739,979</u>	<u>776,311</u>	<u>479,538</u>

<u>LOCAL USE TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	47,190	58,180	59,883	62,651
June	56,989	66,140	76,175	80,095
July	49,738	62,602	91,555	72,770
August	54,236	62,873	80,642	66,980
September	58,085	63,917	89,684	
October	56,346	65,710	90,542	
November	53,587	62,953	87,182	
December	61,473	70,507	90,956	
January	65,068	77,413	95,303	
February	71,995	72,525	101,557	
March	87,060	99,514	143,310	
April	70,642	80,646	70,262	-
	<u>732,410</u>	<u>842,979</u>	<u>1,077,050</u>	<u>282,497</u>

VILLAGE OF MAYWOOD
MAJOR REVENUE SOURCES - (State shared)

<u>TELECOMMUNICATIONS TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May (March)	33,818	37,670	20,381	26,886
June (April)	37,784	30,130	28,276	26,563
July (May)	35,346	28,489	26,200	26,115
August (June)	35,934	29,469	31,442	24,783
September (July)	35,080	27,980	25,971	
October (August)	34,471	29,225	26,752	
November (September)	34,220	28,888	24,910	
December (October)	31,744	29,076	27,762	
January (November)	31,668	29,048	26,048	
February (December)	31,363	32,295	24,999	
March (January)	31,471	31,900	26,775	
April (February)	25,818	5,966	24,562	-
	<u>398,717</u>	<u>340,136</u>	<u>314,077</u>	<u>104,346</u>

<u>COMM ED UTAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	61,312	59,206	58,505	57,097
June	59,625	57,624	55,563	58,639
July	68,613	62,329	70,268	71,702
August	87,758	79,273	88,543	-
September	78,422	85,919	87,524	
October	77,872	74,075	83,029	
November	63,942	67,198	60,881	
December	57,690	60,520	59,797	
January	71,503	70,779	67,904	
February	74,207	71,973	75,152	
March	72,862	68,989	70,514	
April	65,575	63,310	63,842	
	<u>839,382</u>	<u>821,195</u>	<u>841,521</u>	<u>187,438</u>

<u>NI GAS UTAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	48,924	42,103	38,718	42,499
June	28,761	29,277	31,465	37,408
July	15,951	17,634	15,376	19,904
August	11,876	13,699	15,238	17,386
September	12,306	11,760	21,071	
October	11,472	11,790	18,868	
November	16,429	12,733	20,303	
December	43,660	36,591	31,120	
January	60,383	58,199	44,435	
February	65,927	56,403	66,857	
March	76,001	67,428	79,186	
April	60,894	50,657	54,116	
	<u>452,583</u>	<u>408,274</u>	<u>436,754</u>	<u>117,196</u>

VILLAGE OF MAYWOOD
MAJOR REVENUE SOURCES - (State shared)

<u>VIDEO GAMING TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May (March)		2,184	2,025	6,956
June (April)		1,727	-	7,901
July (May)		1,464	-	6,525
August (June)		1,838	-	6,132
September (July)		1,447	4,248	
October (August)		1,882	4,230	
November (September)		1,897	4,079	
December (October)		2,173	3,981	
January (November)		1,408	2,256	
February (December)		1,617	-	
March (January)		1,475	1,305	
April (February)		2,590	4,495	
		<u>21,701</u>	<u>26,619</u>	<u>27,514</u>

<u>CANNABIS USE TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May (March)			1,135	2,760
June (April)			879	3,203
July (May)			1,176	2,823
August (June)			1,341	2,519
September (July)			1,817	
October (August)			1,188	
November (September)			1,346	
December (October)			1,157	
January (November)			2,663	
February (December)			2,145	
March (January)			2,114	
April (February)		3,942	2,730	
		<u>3,942</u>	<u>19,690</u>	<u>11,305</u>



VILLAGE OF MAYWOOD
FY2021-2022 Budget Analysis
FISCAL YEAR TO DATE AT AUGUST 31, 2021

		AUGUST ACTUAL	YTD ACTUAL	FY'22 BUDGET	% USED
01-10-30125	ADMINISTRATIVE HEARINGS	950.00	4,569.00	25,000.00	14.5
01-10-30126	COMPLIANCE TICKETS	350.00	1,650.00	7,500.00	17.3
01-10-30160	BOOT CHARGES	-	-	10,000.00	0.0
01-10-30235	CODE VIOLATIONS	2,550.00	8,300.00	-	
01-10-30290	FINES/ FORFEITURES	-	350.00	15,000.00	2.3
01-10-30365	JUDGEMENTS & LIENS	2,740.25	12,953.00	55,000.00	23.6
01-10-30445	IL DEBT RECOVERY PROGRAM	6,498.99	27,681.97	150,000.00	18.5
01-10-30450	REDLIGHT REVENUE	15,491.25	38,764.95	100,000.00	38.8
01-10-30460	PARKING FINES	4,420.00	34,875.00	250,000.00	14.0
01-10-30500	POLICE TOWING	14,890.00	46,466.00	150,000.00	31.0
01-10-30519	POLICE SEIZURES	-	393.37	30,000.00	1.3
01-10-30521	POLICE TRAFFIC ENFORCEMENT	5,047.75	6,027.75	17,500.00	34.4
	TOTAL FINES	52,938.24	182,031.04	810,000.00	22.5
01-10-30130	AMBULANCE & RESCUE FEES	124,645.24	319,851.24	525,000.00	60.9
01-10-30140	ANIMAL RELEASE	790.00	1,500.00	2,500.00	60.0
01-10-30150	BOARD UP	-	-	1,000.00	0.0
01-10-30170	BUILDING PERMITS	31,052.30	489,880.28	350,000.00	140.0
01-10-30175	ENTERPRISE ZONE	-	-	20,000.00	0.0
01-10-30211	CLERK'S OFFICE FEES	50.00	386.30	1,500.00	25.8
01-10-30220	FRANCHISE FEES	45,226.72	77,123.68	250,000.00	30.8
01-10-30230	CERTIFICATE OF INSPECTION	6,745.00	19,940.00	50,000.00	39.9
01-10-30280	ELEVATOR INSPECTIONS	43.00	602.00	3,500.00	17.2
01-10-30300	FINGERPRINTS	-	1,950.00	-	
01-10-30335	HEALTH INSPECTIONS	-	-	15,000.00	0.0
01-10-30405	MAYWOOD PROVISIO OFFICER	-	-	24,932.00	0.0
01-10-30455	OCCUPANCY PERMIT	445.00	1,181.00	1,000.00	118.1
01-10-30480	VACANT BLDG REGISTRATION	3,500.00	15,250.00	50,000.00	30.5
01-10-30516	POLICE/FIRE REPORTS	-	245.00	5,000.00	4.9
01-10-30630	TRANSFER STAMPS	41,164.00	144,116.00	250,000.00	57.6
01-10-30760	50 / 50 SIDEWALK	-	12,515.15	15,000.00	83.4
	TOTAL FEES	253,661.26	1,084,540.65	1,564,432.00	69.3
01-10-30200	BUSINESS LICENSE	-	42.00	80,000.00	0.1
01-10-30240	CONTRACTORS LICENSE	5,880.00	21,090.00	60,000.00	35.2
01-10-30250	DOG TAGS	70.00	300.00	2,500.00	12.0
01-10-30390	LIQUOR LICENSE	-	-	55,000.00	0.0
01-10-30470	PARKING PERMITS	400.00	4,575.00	10,000.00	45.8
01-10-30650	VEHICLE STICKERS	827.50	4,326.50	300,000.00	1.4
	TOTAL LICENCES	7,177.50	30,333.50	507,500.00	6.0
01-10-30370	INTEREST	49.45	225.57	2,000.00	11.3
01-10-30720	ZBA HEARINGS	-	-	250.00	0.0
01-10-30620	SUMMARY ABATEMENT	-	-	1,000.00	0.0
	TOTAL SERVICE CHARGE	49.45	225.57	3,250.00	6.9
01-10-30330	GRANTS	15,960.00	95,660.00	25,000.00	382.6
	TOTAL GRANTS	15,960.00	95,660.00	25,000.00	382.6

		AUGUST	YTD	FY'22	%
		ACTUAL	ACTUAL	BUDGET	USED
01-10-30520	COOK COUNTY PTAX	-	669,706.23	12,781,927.95	5.2
01-10-30522	SALES TAX	204,411.44	793,633.45	1,500,000.00	52.9
01-10-30523	INCOME TAX	179,159.55	1,259,253.89	2,425,000.00	51.9
01-10-30524	PERS PROP REPLACE TAX	24,397.67	479,538.15	625,000.00	76.7
01-10-30526	LOCAL USE TAX	66,980.23	282,496.56	700,000.00	40.4
01-10-30529	TELECOMMUNICATIONS TAX	24,782.81	104,346.15	425,000.00	24.6
01-10-30531	COMM ED UTAX	-	187,437.92	700,000.00	26.8
01-10-30532	NI GAS UTAX	17,385.74	117,195.94	350,000.00	33.5
01-10-30540	PROPERTY TAX - POLICE PENSION	-	-	4,683,510.00	0.0
01-10-30541	PROPERTY TAX - FIRE PENSION	-	-	3,513,543.00	0.0
01-10-30545	VIDEO GAMING - NEW	6,132.07	27,513.71	25,000.00	110.1
01-10-30547	CANNABIS USE TAX - NEW	2,519.10	11,305.41	20,000.00	56.5
	TOTAL TAXES	525,768.61	3,932,427.41	27,748,980.95	14.2
01-10-30260	DONATIONS	13,350.00	16,125.00	3,500.00	460.7
01-10-30410	MAINTENANCE OF HIGHWAYS	98,746.47	98,746.47	45,000.00	219.4
01-10-30440	MISC	2,459.59	10,416.80	100,000.00	10.4
01-10-30550	REIMBURSEMENTS TO VILLAGE	107,118.28	144,252.95	150,000.00	96.2
01-10-30590	SALE OF PROPERTY	-	984.00	150,000.00	0.7
01-10-30600	SPECIAL SIGNS	149.40	149.40	750.00	19.9
01-10-30730	ZONING MAPS	-	-	250.00	0.0
	TOTAL OTHER	221,823.74	270,674.62	449,500.00	60.2
	GRAND TOTAL	1,077,378.80	5,595,892.79	31,108,662.95	18.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
CORPORATE					
01-10-30125 ADMINISTRATIVE HEARINGS	950.00	4,569.00	25,000.00	20,431.00	18.3
01-10-30126 COMPLIANCE TICKETS	350.00	1,650.00	7,500.00	5,850.00	22.0
01-10-30130 AMBULANCE & RESCUE FEES	124,645.24	319,851.24	525,000.00	205,148.76	60.9
01-10-30140 ANIMAL RELEASE	790.00	1,500.00	2,500.00	1,000.00	60.0
01-10-30150 BOARD UP	.00	.00	1,000.00	1,000.00	.0
01-10-30160 BOOT CHARGES	.00	.00	10,000.00	10,000.00	.0
01-10-30170 BUILDING PERMITS	31,052.30	489,880.28	350,000.00	(139,880.28)	140.0
01-10-30175 ENTERPRISE ZONE	.00	.00	20,000.00	20,000.00	.0
01-10-30200 BUSINESS LICENSE	.00	42.00	80,000.00	79,958.00	.1
01-10-30211 CLERK'S OFFICE FEES	50.00	386.30	1,500.00	1,113.70	25.8
01-10-30220 FRANCHISE FEES	45,226.72	77,123.68	250,000.00	172,876.32	30.9
01-10-30230 CERTIFICATE OF INSPECTION	6,745.00	19,940.00	50,000.00	30,060.00	39.9
01-10-30235 CODE VIOLATIONS	2,550.00	8,300.00	.00	(8,300.00)	.0
01-10-30240 CONTRACTORS LICENSE	5,880.00	21,090.00	60,000.00	38,910.00	35.2
01-10-30250 DOG TAGS	70.00	300.00	2,500.00	2,200.00	12.0
01-10-30260 DONATIONS	13,350.00	16,125.00	3,500.00	(12,625.00)	460.7
01-10-30280 ELEVATOR INSPECTIONS	43.00	602.00	3,500.00	2,898.00	17.2
01-10-30290 FINES/ FORFEITURES	.00	350.00	15,000.00	14,650.00	2.3
01-10-30300 FINGERPRINTS	.00	1,950.00	.00	(1,950.00)	.0
01-10-30330 GRANTS	15,960.00	95,660.00	25,000.00	(70,660.00)	382.6
01-10-30335 HEALTH INSPECTIONS	.00	.00	15,000.00	15,000.00	.0
01-10-30365 JUDGEMENTS & LIENS	2,740.25	12,953.00	55,000.00	42,047.00	23.6
01-10-30370 INTEREST	52.02	228.14	2,000.00	1,771.86	11.4
01-10-30390 LIQUOR LICENSE	.00	.00	55,000.00	55,000.00	.0
01-10-30405 MAYWOOD PROVISIO OFFICER	.00	.00	24,932.00	24,932.00	.0
01-10-30410 MAINTENANCE OF HIGHWAYS	98,746.47	98,746.47	45,000.00	(53,746.47)	219.4
01-10-30440 MISC	2,459.59	18,271.35	100,000.00	81,728.65	18.3
01-10-30445 IL DEBT RECOVERY PROGRAM	6,498.99	27,681.97	150,000.00	122,318.03	18.5
01-10-30450 REDLIGHT REVENUE	15,491.25	38,764.95	100,000.00	61,235.05	38.8
01-10-30455 OCCUPANCY PERMIT	445.00	1,181.00	1,000.00	(181.00)	118.1
01-10-30460 PARKING FINES	4,420.00	34,875.00	250,000.00	215,125.00	14.0
01-10-30470 PARKING PERMITS	400.00	4,575.00	10,000.00	5,425.00	45.8
01-10-30480 VACANT BLDG REGISTRATION	3,500.00	15,250.00	50,000.00	34,750.00	30.5
01-10-30500 POLICE TOWING	14,890.00	46,466.00	150,000.00	103,534.00	31.0
01-10-30516 POLICE/FIRE REPORTS	.00	245.00	5,000.00	4,755.00	4.9
01-10-30519 POLICE SEIZURES	.00	393.37	30,000.00	29,606.63	1.3
01-10-30520 COOK COUNTY PTAX -MB FINANCIAL	.00	669,706.23	12,781,927.95	12,112,221.72	5.2
01-10-30521 POLICE TRAFFIC ENFORCEMENT	5,047.75	6,027.75	17,500.00	11,472.25	34.4
01-10-30522 SALES TAX	204,411.44	793,633.45	1,500,000.00	706,366.55	52.9
01-10-30523 INCOME TAX	179,159.55	1,259,253.89	2,425,000.00	1,165,746.11	51.9
01-10-30524 PERS PROP REPLACE TAX	24,397.67	479,538.15	625,000.00	145,461.85	76.7
01-10-30526 LOCAL USE TAX	66,980.23	282,496.56	700,000.00	417,503.44	40.4
01-10-30529 TELECOMMUNICATIONS TAX	24,782.81	104,346.15	425,000.00	320,653.85	24.6
01-10-30531 COMM ED UTAX	.00	187,437.92	700,000.00	512,562.08	26.8
01-10-30532 NI GAS UTAX	17,385.74	117,195.94	350,000.00	232,804.06	33.5
01-10-30540 PROPERTY TAX - POLICE PENSION	.00	.00	4,683,510.00	4,683,510.00	.0
01-10-30541 PROPERTY TAX - FIRE PENSION	.00	.00	3,513,543.00	3,513,543.00	.0
01-10-30545 VIDEO GAMING TAX	6,132.07	27,513.71	25,000.00	(2,513.71)	110.1
01-10-30547 CANNABIS USE TAX	2,519.10	11,305.41	20,000.00	8,694.59	56.5
01-10-30550 REIMBURSEMENTS TO VILLAGE	107,118.28	144,252.95	150,000.00	5,747.05	96.2
01-10-30590 SALE OF PROPERTY	.00	984.00	150,000.00	149,016.00	.7
01-10-30600 SPECIAL SIGNS	149.40	149.40	750.00	600.60	19.9

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
01-10-30620 SUMMARY ABATEMENT	.00	.00	1,000.00	1,000.00	.0
01-10-30630 TRANSFER STAMPS	41,164.00	144,116.00	250,000.00	105,884.00	57.7
01-10-30650 VEHICLE STICKERS	827.50	4,326.50	300,000.00	295,673.50	1.4
01-10-30720 ZBA HEARINGS	.00	.00	250.00	250.00	.0
01-10-30730 ZONING MAPS	.00	.00	250.00	250.00	.0
01-10-30760 50 / 50 SIDEWALK	.00	12,515.15	15,000.00	2,484.85	83.4
TOTAL CORPORATE	1,077,381.37	5,603,749.91	31,108,662.95	25,504,913.04	18.0
SPECIAL EVENT REVENUE					
01-21-30602 MAYWOOD FEST	875.00	875.00	.00	(875.00)	.0
TOTAL SPECIAL EVENT REVENUE	875.00	875.00	.00	(875.00)	.0
TOTAL FUND REVENUE	1,078,256.37	5,604,624.91	31,108,662.95	25,504,038.04	18.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VILLAGE CLERK</u>					
01-11-40100 STRAIGHT TIME	8,890.52	39,910.54	115,568.96	75,658.42	34.5
01-11-40310 SICK BUY BACK	.00	.00	1,500.00	1,500.00	.0
01-11-40400 FICA TAXES	637.12	2,881.15	8,841.03	5,959.88	32.6
01-11-40410 I.M.R.F.	182.80	820.37	4,629.11	3,808.74	17.7
01-11-40415 HEALTH/VISION/LIFE INSURANCE	3,183.86	12,735.44	45,540.46	32,805.02	28.0
01-11-53000 CODIFICATION	.00	1,805.80	5,500.00	3,694.20	32.8
01-11-53100 RECORD CONVERSION	.00	.00	100.00	100.00	.0
01-11-53800 ADVERTISING	.00	.00	550.00	550.00	.0
01-11-54500 EQUIPMENT RENTAL/LEASE	168.25	915.44	4,500.00	3,584.56	20.3
01-11-55100 POSTAGE	.00	2.00	450.00	448.00	.4
01-11-55200 COURIER SERVICES	.00	.00	50.00	50.00	.0
01-11-55410 CELLULAR PHONE	.00	99.00	800.00	701.00	12.4
01-11-55500 PRINTING	.00	110.00	500.00	390.00	22.0
01-11-56100 MEMBERSHIP & DUES	50.00	710.85	1,300.00	589.15	54.7
01-11-56300 TRAINING/SEMINARS	550.00	1,004.60	1,300.00	295.40	77.3
01-11-56400 BACKGROUND CHECK	.00	.00	1,000.00	1,000.00	.0
01-11-60100 OFFICE/COMPUTER SUPPLIES	26.75	632.37	3,100.00	2,467.63	20.4
01-11-60800 PHOTOGRAPH SUPPLIES	.00	.00	200.00	200.00	.0
01-11-61714 CLERK MIMS	550.00	550.00	8,500.00	7,950.00	6.5
TOTAL VILLAGE CLERK	14,239.30	62,177.56	203,929.56	141,752.00	30.5
<u>VILLAGE MANAGER</u>					
01-12-40100 STRAIGHT TIME	15,133.14	91,151.91	203,150.16	111,998.25	44.9
01-12-40310 SICK BUY BACK	.00	.00	5,500.00	5,500.00	.0
01-12-40400 FICA TAXES	1,125.42	6,804.90	14,775.99	7,971.09	46.1
01-12-40410 I.M.R.F.	345.88	1,460.50	8,691.76	7,231.26	16.8
01-12-40415 HEALTH/VISION/LIFE INSURANCE	2,391.94	12,467.08	62,208.43	49,741.35	20.0
01-12-40417 VOYA EXPENSE	.00	918.09	8,500.00	7,581.91	10.8
01-12-51300 MAINTENANCE VEHICLE	.00	.00	3,500.00	3,500.00	.0
01-12-52400 CONTRACTUAL/PROF SERVICES	1,200.00	11,938.30	36,000.00	24,061.70	33.2
01-12-53800 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
01-12-54500 EQUIPMENT RENTAL/LEASE	694.34	2,728.81	10,600.00	7,871.19	25.7
01-12-55100 POSTAGE	.00	3.13	400.00	396.87	.8
01-12-55200 COURIER SERVICES	.00	.00	100.00	100.00	.0
01-12-55410 CELLULAR PHONE	.00	889.77	699.84	(189.93)	127.1
01-12-55500 PRINTING	136.03	136.03	500.00	363.97	27.2
01-12-56100 MEMBERSHIP & DUES	.00	1,498.13	3,000.00	1,501.87	49.9
01-12-56300 TRAINING/SEMINARS	.00	225.00	6,500.00	6,275.00	3.5
01-12-56700 NEWSLETTER	.00	4,747.92	30,000.00	25,252.08	15.8
01-12-60100 OFFICE SUPPLIES	.00	2,667.50	5,000.00	2,332.50	53.4
01-12-62610 GASOLINE	.00	2,650.27	1,500.00	(1,150.27)	176.7
TOTAL VILLAGE MANAGER	21,026.75	140,287.34	401,626.18	261,338.84	34.9

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
01-14-40100 STRAIGHT TIME	22,741.89	97,577.70	312,058.92	214,481.22	31.3
01-14-40200 OVERTIME	26.18	257.89	3,000.00	2,742.31	8.6
01-14-40310 SICK BUY BACK	.00	.00	6,000.00	6,000.00	.0
01-14-40400 FICA TAXES	1,633.88	7,043.66	23,872.51	16,828.85	29.5
01-14-40410 I.M.R.F.	525.60	2,258.50	14,042.65	11,784.15	16.1
01-14-40415 HEALTH/LIFE/VISION INSURANCE	7,906.96	32,123.06	116,178.50	84,055.44	27.7
01-14-52400 CONTRACTUAL/PROF SERVICES	844.83	12,945.58	123,252.91	110,307.33	10.5
01-14-54500 EQUIPMENT RENTAL/LEASE	463.97	4,738.11	11,000.00	6,261.89	43.1
01-14-55100 POSTAGE	.00	106.46	7,500.00	7,393.54	1.4
01-14-55200 COURIER SERVICES	.00	.00	500.00	500.00	.0
01-14-55400 TELEPHONE	.00	6,981.38	30,000.00	23,018.62	23.3
01-14-56100 MEMBERSHIP & DUES	.00	130.00	2,500.00	2,370.00	5.2
01-14-56300 TRAINING/SEMINARS	.00	.00	7,000.00	7,000.00	.0
01-14-56400 TUITION REIMBURSEMENT	.00	.00	2,500.00	2,500.00	.0
01-14-60100 OFFICE SUPPLIES	.00	1,709.38	8,000.00	6,290.62	21.4
01-14-61850 LIBRARY-PERSONAL PROPERTY TAX	.00	55,388.15	.00	55,388.15	.0
01-14-61875 BANK FEES	30.00	2,259.76	1,000.00	1,259.76	226.0
TOTAL FINANCE	34,173.31	223,519.43	668,405.49	444,886.06	33.4
<u>LAW</u>					
01-15-52400 CONTRACTUAL/PROF SERVICES	.00	60,869.75	300,000.00	239,130.25	20.3
01-15-53800 ADVERTISING	.00	4,566.00	5,000.00	434.00	91.3
01-15-56600 REFERENCE MATERIAL	.00	.00	500.00	500.00	.0
01-15-59900 FILING FEES	.00	2,474.00	2,500.00	26.00	99.0
TOTAL LAW	.00	67,909.75	308,000.00	240,090.25	22.1
<u>MANAGEMENT INFORMATION SYSTE</u>					
01-18-51700 COMPUTER CONSULTANT	6,300.00	25,200.00	95,000.00	69,800.00	26.5
01-18-54700 SERVICE AGREEMENT	.00	.00	15,771.00	15,771.00	.0
01-18-55400 TELEPHONE	.00	.00	600.00	600.00	.0
01-18-56500 SUBSCRIPTIONS	.00	930.75	15,700.00	14,769.25	5.9
01-18-60100 OFFICE/COMPUTER SUPPLIES	.00	279.95	1,500.00	1,220.05	18.7
01-18-61100 COMPUTER SOFTWARE	.00	.00	5,727.00	5,727.00	.0
01-18-80100 COMPUTERS	.00	6,389.86	10,000.00	3,610.14	63.9
TOTAL MANAGEMENT INFORMATION	6,300.00	32,800.56	144,298.00	111,497.44	22.7
<u>CENTRAL SERVICES</u>					
01-19-55400 TELEPHONE	.00	7,792.49	125,000.00	117,207.51	6.2
01-19-58000 HEALTH INSURANCE	(198,544.70)	248,004.54	540,000.00	291,995.46	45.9
TOTAL CENTRAL SERVICES	(198,544.70)	255,797.03	665,000.00	409,202.97	38.5

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRESIDENT & TRUSTEES</u>					
01-20-40100 REGULAR SALARIES	11,146.16	47,500.57	138,359.44	90,858.87	34.3
01-20-40310 SICK BUY BACK	.00	.00	1,350.00	1,350.00	.0
01-20-40400 FICA TAXES	850.86	3,609.02	10,584.50	6,975.48	34.1
01-20-40410 I.M.R.F.	143.22	524.70	2,630.67	2,105.97	20.0
01-20-40415 HEALTH/VISION/LIFE INSURANCE	135.10	1,835.86	34,560.24	32,724.38	5.3
01-20-51300 VEHICLE MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
01-20-54500 EQUIPMENT RENTAL	29.33	324.47	2,000.00	1,675.53	16.2
01-20-55100 POSTAGE	.00	.00	500.00	500.00	.0
01-20-55400 TELEPHONE	.00	.00	700.00	700.00	.0
01-20-55410 CELLULAR PHONE	.00	3,824.17	7,000.00	3,175.83	54.6
01-20-55500 PRINTING	.00	.00	500.00	500.00	.0
01-20-56100 MEMBERSHIP & DUES	239.57	4,912.57	30,000.00	25,087.43	16.4
01-20-60100 OFFICE/COMPUTER SUPPLIES	.00	672.61	5,000.00	4,327.39	13.5
01-20-61700 MISCELLANEOUS	.00	881.60	.00	(881.60)	.0
01-20-61715 TREASURER KUPTZ	.00	.00	2,200.00	2,200.00	.0
01-20-71000 LEASE PAYMENTS	469.00	1,876.00	5,628.00	3,752.00	33.3
TOTAL PRESIDENT & TRUSTEES	13,013.24	65,961.57	242,012.85	176,051.28	27.3
<u>SPECIAL EVENT REVENUE</u>					
01-21-67908 ENVIRONMENTAL COMM	.00	(551.84)	.00	551.84	.0
TOTAL SPECIAL EVENT REVENUE	.00	(551.84)	.00	551.84	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CODE ENFORCEMENT</u>					
01-23-40100 STRAIGHT TIME	25,810.84	109,281.01	503,724.38	394,443.37	21.7
01-23-40200 ALL OVERTIME	244.98	1,469.88	5,000.00	3,530.12	29.4
01-23-40310 SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
01-23-40400 FICA TAXES	1,873.01	8,019.25	38,534.92	30,515.67	20.8
01-23-40410 I.M.R.F.	601.88	2,558.30	22,667.60	20,109.30	11.3
01-23-40415 HEALTH/VISION/LIFE INSURANCE	8,907.06	33,565.93	98,812.90	65,246.97	34.0
01-23-40500 UNIFORM ALLOWANCE	.00	2,250.00	6,750.00	4,500.00	33.3
01-23-51200 MAINTENANCE EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
01-23-51300 MAINTENANCE VEHICLE	.00	239.85	8,000.00	7,760.15	3.0
01-23-51800 ELEVATOR INSPECTOR	.00	2,134.00	7,000.00	4,866.00	30.5
01-23-52400 CONTRACTUAL/PROF SERVICES	2,138.00	35,472.23	75,000.00	39,527.77	47.3
01-23-52500 BOARD UP SERVICES	.00	.00	5,000.00	5,000.00	.0
01-23-54500 EQUIPMENT RENTAL/LEASE	231.65	2,281.77	5,000.00	2,718.23	45.6
01-23-55100 POSTAGE	.00	85.57	2,500.00	2,414.43	3.4
01-23-55400 TELEPHONE	.00	.00	1,000.00	1,000.00	.0
01-23-55410 CELLULAR PHONE	.00	565.53	1,823.52	1,257.99	31.0
01-23-55500 PRINTING	804.00	3,042.00	5,000.00	1,958.00	60.8
01-23-56100 MEMBERSHIP & DUES	.00	386.00	3,000.00	2,614.00	12.9
01-23-56300 TRAINING/SEMINARS	.00	.00	5,000.00	5,000.00	.0
01-23-56600 REFERENCE MATERIAL	.00	.00	3,000.00	3,000.00	.0
01-23-60100 OFFICE SUPPLIES	.00	607.41	5,000.00	4,392.59	12.2
01-23-60200 ANIMAL CONTROL SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-23-60300 ANIMAL CONTROL IMPOUND	3,468.00	11,578.00	30,000.00	18,422.00	38.6
01-23-62610 GAS	.00	1,561.69	8,000.00	6,438.31	19.5
01-23-71000 LEASE PAYMENTS	.00	.00	6,728.90	6,728.90	.0
TOTAL CODE ENFORCEMENT	44,079.42	215,098.42	853,042.22	637,943.80	25.2

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-40-40100 SALARY-REGULAR	371,236.27	1,714,512.87	5,541,595.26	3,827,082.39	30.9
01-40-40200 ALL OVERTIME	23,859.80	125,731.43	350,000.00	224,268.57	35.9
01-40-40310 SICK BUY BACK	.00	.00	40,000.00	40,000.00	.0
01-40-40311 COURT TIME	824.63	824.63	.00	(824.63)	.0
01-40-40400 FICA TAXES	9,727.33	46,270.74	159,592.28	113,321.54	29.0
01-40-40410 I.M.R.F.	1,395.82	9,377.71	46,212.08	36,834.37	20.3
01-40-40415 HEALTH/VISION/LIFE INSURANCE	99,041.48	403,994.77	1,550,635.94	1,146,641.17	26.1
01-40-40500 UNIFORM ALLOWANCE	.00	19,400.00	55,550.00	36,150.00	34.9
01-40-40550 POLICE PENSION EXPENSE	.00	.00	4,683,510.00	4,683,510.00	.0
01-40-51100 MAINTENANCE BUILDINGS	2,728.00	6,340.65	50,000.00	43,659.35	12.7
01-40-51200 MAINTENANCE EQUIPMENT	450.00	5,769.77	20,000.00	14,230.23	28.9
01-40-51300 MAINTENANCE VEHICLE	134.00	7,730.63	70,000.00	62,269.37	11.0
01-40-52400 CONTRACTUAL/PROF SERVICES	9,185.65	46,198.98	79,200.00	33,001.02	58.3
01-40-54500 EQUIPMENT RENTAL/LEASE	678.46	3,147.48	26,000.00	22,852.52	12.1
01-40-55100 POSTAGE	.00	1,537.20	10,000.00	8,462.80	15.4
01-40-55400 TELEPHONE	.00	17,160.91	51,700.00	34,539.09	33.2
01-40-55410 CELLULAR PHONE	.00	3,362.41	18,000.00	14,637.59	18.7
01-40-55500 PRINTING	967.50	2,971.16	9,000.00	6,028.84	33.0
01-40-56100 MEMBERSHIP & DUES	240.00	1,775.00	20,000.00	18,225.00	8.9
01-40-56300 TRAINING	440.99	5,708.02	34,900.00	29,191.98	16.4
01-40-56500 EDUCATION REIMBURSEMENT	.00	.00	20,000.00	20,000.00	.0
01-40-56600 REFERENCE MATERIAL	.00	.00	500.00	500.00	.0
01-40-60100 OFFICE SUPPLIES	.00	2,642.28	15,000.00	12,357.72	17.6
01-40-60400 PROGRAM SUPPLIES	1,004.17	1,252.17	9,000.00	7,747.83	13.9
01-40-61000 FOOD	.00	319.50	5,000.00	4,680.50	6.4
01-40-61500 UNIFORMS	.00	178.50	5,000.00	4,821.50	3.6
01-40-62000 EXPLORER POST	.00	.00	1,000.00	1,000.00	.0
01-40-62610 REGULAR GAS	.00	14,101.33	50,000.00	35,898.67	28.2
01-40-71000 LEASE PAYMENTS	1,392.00	1,392.00	67,569.80	66,177.80	2.1
 TOTAL POLICE	 523,306.10	 2,441,700.14	 12,988,965.36	 10,547,265.22	 18.8

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
01-41-40100 SALARY-REGULAR	296,482.82	1,335,032.04	3,790,496.31	2,455,464.27	35.2
01-41-40200 ALL OVERTIME	33,135.26	85,491.88	200,000.00	114,508.12	42.8
01-41-40310 SICK BUY BACK	.00	.00	75,000.00	75,000.00	.0
01-41-40320 EMT PAY	2,240.00	10,070.00	33,000.00	22,930.00	30.5
01-41-40400 FICA TAXES	5,105.93	22,195.22	62,109.28	39,914.06	35.7
01-41-40410 I.M.R.F.	193.22	869.49	4,991.28	4,121.79	17.4
01-41-40415 HEALTH/VISION/LIFE INSURANCE	74,301.34	295,993.37	1,122,262.75	826,269.38	26.4
01-41-40450 EMPLOYEE PHYSICALS	.00	1,326.00	13,000.00	11,674.00	10.2
01-41-40500 UNIFORM ALLOWANCE	312.45	10,877.66	15,000.00	4,122.34	72.5
01-41-40550 FIRE PENSION EXPENSE	.00	.00	3,513,543.00	3,513,543.00	.0
01-41-51100 MAINTENANCE BUILDINGS	28.20	1,503.07	32,000.00	30,496.93	4.7
01-41-51200 MAINTENANCE EQUIPMENT	2,255.86	3,615.62	20,000.00	16,384.38	18.1
01-41-51300 MAINTENANCE VEHICLE	8,683.99	18,558.31	125,000.00	106,441.69	14.9
01-41-52400 CONTRACTUAL/PROF SERVICES	716.11	716.11	20,000.00	19,283.89	3.6
01-41-54500 EQUIPMENT RENTAL/LEASE	81.06	513.35	3,500.00	2,986.65	14.7
01-41-55100 POSTAGE	.00	9.56	500.00	490.44	1.9
01-41-55400 TELEPHONE	659.85	41,901.65	55,000.00	13,098.35	76.2
01-41-55410 CELLULAR PHONE	.00	288.80	3,500.00	3,211.20	8.3
01-41-55500 PRINTING	.00	.00	2,000.00	2,000.00	.0
01-41-56100 MEMBERSHIP & DUES	.00	5,021.00	15,000.00	9,979.00	33.5
01-41-56300 TRAINING/SEMINARS	2,058.77	4,734.06	25,000.00	20,265.94	18.9
01-41-60100 OFFICE SUPPLIES	36.66	616.19	1,500.00	883.81	41.1
01-41-60300 JANITORIAL SUPPLIES	.00	351.24	3,000.00	2,648.76	11.7
01-41-60700 COMPUTER SUPPLIES	.00	.00	10,000.00	10,000.00	.0
01-41-60710 FIRE SAFETY EDUCATION	.00	.00	3,000.00	3,000.00	.0
01-41-60800 PHOTOGRAPH SUPPLIES	.00	.00	500.00	500.00	.0
01-41-61500 UNIFORMS	610.70	786.55	1,500.00	713.45	52.4
01-41-62600 FUEL	.00	6,842.94	30,000.00	23,157.06	22.8
01-41-63000 MEDICAL SUPPLIES	3,047.76	14,687.50	20,000.00	5,312.50	73.4
01-41-63200 RADIO MAINTENANCE	.00	574.72	20,000.00	19,425.28	2.9
01-41-71000 LEASE PAYMENTS	.00	53,389.14	236,158.30	182,769.16	22.6
01-41-87000 CAPITAL OUTLAY-OVER \$5,000	.00	.00	150,000.00	150,000.00	.0
01-41-87100 INTEREST EXPENSE	.00	4,438.97	.00	4,438.97	.0
TOTAL FIRE	429,949.98	1,920,404.44	9,606,560.92	7,686,156.48	20.0
<u>POLICE & FIRE COMMISSION</u>					
01-42-52400 CONTRACTUAL/PROF SERVICES	1,558.08	8,039.73	45,000.00	36,960.27	17.9
01-42-53300 COMMISSIONERS	650.00	4,650.00	19,200.00	14,550.00	24.2
01-42-55100 POSTAGE	.00	.00	300.00	300.00	.0
01-42-55500 PRINTING	.00	.00	500.00	500.00	.0
01-42-56100 MEMBERSHIP & DUES	.00	.00	500.00	500.00	.0
01-42-56300 TRAINING/SEMINARS	.00	246.90	5,000.00	4,753.10	4.9
01-42-60100 OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
TOTAL POLICE & FIRE COMMISSION	2,208.08	12,936.63	71,500.00	58,563.37	18.1

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
01-50-40100 STRAIGHT TIME	29,900.11	136,452.77	382,268.17	245,815.40	35.7
01-50-40200 ALL OVERTIME	.00	.00	10,000.00	10,000.00	.0
01-50-40310 SICK BUY BACK	.00	.00	5,000.00	5,000.00	.0
01-50-40400 FICA TAXES	2,120.90	9,782.89	29,243.52	19,460.63	33.5
01-50-40410 I.M.R.F.	690.00	3,148.94	17,202.07	14,053.13	18.3
01-50-40415 HEALTH/VISION/LIFE INSURANCE	12,161.38	47,813.75	150,122.86	102,309.11	31.9
01-50-40500 UNIFORM ALLOWANCE	.00	.00	1,200.00	1,200.00	.0
01-50-51100 MAINTENANCE BUILDINGS	889.44	21,427.47	10,000.00	(11,427.47)	214.3
01-50-51200 MAINTENANCE EQUIPMENT	.00	3,776.75	65,000.00	61,223.25	5.8
01-50-51300 MAINTENANCE VEHICLE	550.00	60,724.88	80,000.00	19,275.12	75.9
01-50-52100 MAINTENANCE ELECTRICAL	3,255.00	3,255.00	80,500.00	77,245.00	4.0
01-50-52400 CONTRACTUAL/PROF SERVICES	18,334.41	159,439.63	589,500.00	430,060.37	27.1
01-50-54500 EQUIPMENT RENTAL	10.11	4,990.63	15,000.00	10,009.37	33.3
01-50-55100 POSTAGE	.00	.51	250.00	249.49	.2
01-50-55400 TELEPHONE	118.35	969.85	10,000.00	9,030.15	9.7
01-50-55410 CELLULAR PHONE	.00	179.57	2,100.00	1,920.43	8.6
01-50-55500 PRINTING	.00	.00	150.00	150.00	.0
01-50-56100 MEMBERSHIP & DUES	575.00	575.00	3,600.00	3,025.00	16.0
01-50-56300 TRAINING/SEMINARS	.00	.00	6,600.00	6,600.00	.0
01-50-60100 OFFICE SUPPLIES	.00	595.36	1,600.00	1,004.64	37.2
01-50-60300 JANITORIAL SUPPLIES	.00	.00	10,000.00	10,000.00	.0
01-50-60600 OTHER SUPPLIES	.00	6,532.01	17,000.00	10,467.99	38.4
01-50-61500 UNIFORMS	.00	2,639.12	6,423.04	3,783.92	41.1
01-50-62200 MAINTENANCE SUPPLIES	1,215.89	7,200.95	25,000.00	17,799.05	28.8
01-50-62610 GASOLINE	.00	12,345.18	70,000.00	57,654.82	17.6
01-50-62650 ELECTRIC	.00	50.18	4,000.00	3,949.82	1.3
01-50-62670 HEAT	.00	394.94	9,000.00	8,605.06	4.4
01-50-71000 LEASE PAYMENTS	2,114.75	28,788.42	121,637.34	92,848.92	23.7
01-50-87100 INTEREST EXPENSE	251.25	3,376.29	.00	(3,376.29)	.0
 TOTAL PUBLIC WORKS	 72,186.59	 514,460.09	 1,722,397.00	 1,207,936.91	 29.9

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LAND & BUILDINGS</u>					
01-53-40100 STRAIGHT ITME	19,482.00	92,690.10	272,349.79	179,659.69	34.0
01-53-40200 ALL OVERTIME	.00	.00	10,000.00	10,000.00	.0
01-53-40310 SICK BUY BACK	.00	.00	3,700.00	3,700.00	.0
01-53-40400 FICA TAXES	1,395.86	6,712.74	20,834.76	14,122.02	32.2
01-53-40410 I.M.R.F.	450.05	2,141.15	12,255.74	10,114.59	17.5
01-53-40415 HEALTH/VISION/LIFE INSURANCE	7,001.06	28,004.24	100,114.56	72,110.32	28.0
01-53-51200 MAINTENANCE EQUIPMENT	844.64	7,650.53	18,000.00	10,349.47	42.5
01-53-51300 MAINTENANCE VEHICLE	.00	3,585.20	5,000.00	1,414.80	71.7
01-53-52400 CONTRACTUAL SERVICES	.00	17,471.64	90,294.24	72,822.60	19.4
01-53-54500 EQUIPMENT RENTAL	.00	3,301.24	3,500.00	198.76	94.3
01-53-55300 CELLULAR PHONES	.00	72.20	816.00	743.80	8.9
01-53-60300 JANITORIAL SUPPLIES	2,176.30	4,670.68	6,000.00	1,329.32	77.8
01-53-61500 UNIFORMS	.00	1,828.91	5,062.20	3,233.29	36.1
01-53-62200 MAINTENANCE SUPPLIES	33.10	7,917.22	10,000.00	2,082.78	79.2
01-53-87000 CAPITAL OUTLAY-OVER \$5,000	.00	16,512.82	14,000.00	(2,512.82)	118.0
TOTAL LAND & BUILDINGS	31,383.01	192,558.67	571,927.29	379,368.62	33.7
<u>COMMUNITY DEVELOPMENT</u>					
01-54-40100 STRAIGHT TIME	7,680.61	57,615.17	185,800.52	128,185.35	31.0
01-54-40310 SICK BUY BACK	.00	.00	3,000.00	3,000.00	.0
01-54-40400 FICA TAXES	584.91	4,331.95	14,213.74	9,881.79	30.5
01-54-40410 I.M.R.F.	177.07	1,329.32	8,361.02	7,031.70	15.9
01-54-40415 HEALTH/VISION/LIFE INSURANCE	110.94	5,219.57	24,439.27	19,219.70	21.4
01-54-52400 CONTRACTUAL/ PROF SERVICES	.00	5,708.55	40,000.00	34,291.45	14.3
01-54-53800 ADVERTISING	.00	.00	2,000.00	2,000.00	.0
01-54-55100 POSTAGE	.00	34.08	3,000.00	2,965.92	1.1
01-54-55400 TELEPHONE	.00	.00	500.00	500.00	.0
01-54-55410 CELLULAR PHONE	.00	.00	500.00	500.00	.0
01-54-55500 PRINTING	.00	.00	200.00	200.00	.0
01-54-56200 TRAVEL	.00	.00	200.00	200.00	.0
01-54-56300 TRAINING/SEMINARS	.00	.00	5,000.00	5,000.00	.0
01-54-56600 REFERENCE MATERIAL	.00	.00	250.00	250.00	.0
01-54-60100 OFFICE/COMPUTER SUPPLIES	.00	106.72	5,000.00	4,893.28	2.1
01-54-87002 TREE REPLACEMENT PROGRAM	1,450.00	8,750.00	25,000.00	16,250.00	35.0
TOTAL COMMUNITY DEVELOPMENT	10,003.53	83,095.36	317,464.55	234,369.19	26.2

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HUMAN RESOURCES</u>					
01-56-40100 STRAIGHT TIME	9,911.40	57,819.68	237,529.34	179,709.66	24.3
01-56-40310 SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
01-56-40400 FICA TAXES	538.58	3,950.80	18,170.99	14,220.19	21.7
01-56-40410 I.M.R.F.	165.66	1,207.99	10,688.82	9,480.83	11.3
01-56-40415 HEALTH/VISION/LIFE INSURANCE	742.38	3,678.46	23,263.44	19,584.98	15.8
01-56-40550 UNEMPLOYMENT INSURANCE	.00	.00	10,000.00	10,000.00	.0
01-56-40900 EMPLOYEE SOCIAL	.00	2,516.06	10,000.00	7,483.94	25.2
01-56-52400 CONTRACTUAL/PROF SERVICES	137.88	6,106.05	85,560.00	79,453.95	7.1
01-56-53800 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
01-56-55100 POSTAGE	.00	1.53	150.00	148.47	1.0
01-56-55200 COURIER SERVICES	.00	.00	100.00	100.00	.0
01-56-55410 CELLULAR PHONE	.00	.00	918.48	918.48	.0
01-56-55500 PRINTING	.00	.00	100.00	100.00	.0
01-56-56100 MEMBERSHIP & DUES	.00	14.99	505.00	490.01	3.0
01-56-56300 TRAINING/SEMINARS	.00	40.00	5,000.00	4,960.00	.8
01-56-56600 REFERENCE MATERIAL	.00	.00	1,350.00	1,350.00	.0
01-56-59100 LIABILITY INSURANCE	.00	156,620.85	761,173.00	604,552.15	20.6
01-56-59400 FIDELITY BONDS	.00	.00	2,000.00	2,000.00	.0
01-56-59500 CLAIMS PAYMENT	142,039.35	373,009.07	1,000,000.00	626,990.93	37.3
01-56-59800 WORKER'S COMP INSURANCE	.00	.00	168,274.00	168,274.00	.0
01-56-60100 OFFICE SUPPLIES	.00	2,005.51	2,000.00	(5.51)	100.3
01-56-61500 UNIFORM ALLOWANCE	.00	375.00	2,250.00	1,875.00	16.7
TOTAL HUMAN RESOURCES	153,535.25	607,345.99	2,343,533.07	1,736,187.08	25.9
TOTAL FUND EXPENDITURES	1,156,859.86	6,835,501.14	31,108,662.49	24,273,161.35	22.0
NET REVENUE OVER EXPENDITURES	(78,603.49)	(1,230,876.23)	.46	1,230,876.69	(26758

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

MOTOR FUEL TAX

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MOTOR FUEL TAX</u>					
12-10-30370	INTEREST INCOME	.00	.00	300.00	300.00	.0
12-10-30420	MOTOR FUEL TAX	80,163.74	319,100.06	362,488.00	43,387.94	88.0
12-10-30430	REBUILD ILLINOIS CAPITAL PLAN	.00	264,604.30	528,000.00	263,395.70	50.1
	TOTAL MOTOR FUEL TAX	80,163.74	583,704.36	890,788.00	307,083.64	65.5
	TOTAL FUND REVENUE	80,163.74	583,704.36	890,788.00	307,083.64	65.5

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

MOTOR FUEL TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR FUEL TAX</u>					
12-10-40110 SALARY	5,692.54	24,509.08	132,600.00	108,090.92	18.5
12-10-40200 OVERTIME	.00	.00	2,500.00	2,500.00	.0
12-10-40310 SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
12-10-40400 FICA TAXES	403.18	1,745.77	10,143.90	8,398.13	17.2
12-10-40410 IMRF	131.49	566.14	5,967.00	5,400.86	9.5
12-10-40415 HEALTH/VISION/LIFE INSURANCE	2,391.94	9,567.76	65,420.78	55,853.02	14.6
12-10-80000 CAPITAL	.00	.00	528,000.00	528,000.00	.0
12-10-89013 GENERAL MAINTENANCE	1,716.21	36,817.59	142,656.00	105,838.41	25.8
TOTAL MOTOR FUEL TAX	10,335.36	73,206.34	890,787.68	817,581.34	8.2
TOTAL FUND EXPENDITURES	10,335.36	73,206.34	890,787.68	817,581.34	8.2
NET REVENUE OVER EXPENDITURES	69,828.38	510,498.02	.32	(510,497.70)	15953

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

CONTINENTAL COMMUNITY E911

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>E911</u>					
14-10-30370 INTEREST	.00	.03	.00	(.03)	.0
TOTAL E911	.00	.03	.00	(.03)	.0
TOTAL FUND REVENUE	.00	.03	.00	(.03)	.0
NET REVENUE OVER EXPENDITURES	.00	.03	.00	(.03)	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

RECREATION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>RECREATION</u>					
15-10-30440	GRANT REVENUE	.00	.00	333,000.00	333,000.00	.0
15-10-30520	PROPERTY TAX REVENUE	.00	.00	150,000.00	150,000.00	.0
	TOTAL RECREATION	.00	.00	483,000.00	483,000.00	.0
	<u>RECREATION SERVICES</u>					
15-61-30540	RECREATION FEES	(100.00)	1,155.00	.00	(1,155.00)	.0
	TOTAL RECREATION SERVICES	(100.00)	1,155.00	.00	(1,155.00)	.0
	TOTAL FUND REVENUE	(100.00)	1,155.00	483,000.00	481,845.00	.2

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
15-60-52400 CONTRACTUAL/PROF SERVICES	.00	.00	438,000.00	438,000.00	.0
15-60-54500 EQUIPMENT RENTAL/LEASE	.00	.00	3,500.00	3,500.00	.0
15-60-55400 TELEPHONE	272.31	1,093.52	4,000.00	2,906.48	27.3
15-60-60000 GRABT EXPENSE	.00	.00	35,000.00	35,000.00	.0
15-60-62650 ELECTRIC	.00	.00	1,000.00	1,000.00	.0
15-60-62670 HEAT	.00	.00	1,500.00	1,500.00	.0
TOTAL PARKS & RECREATION	272.31	1,093.52	483,000.00	481,906.48	.2
TOTAL FUND EXPENDITURES	272.31	1,093.52	483,000.00	481,906.48	.2
NET REVENUE OVER EXPENDITURES	(372.31)	61.48	.00	(61.48)	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

CDBG

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CDBG</u>					
21-10-30800	WARREN ST. 19TH AVE. - 21ST AV	.00	.00	200,000.00	200,000.00	.0
	TOTAL CDBG	.00	.00	200,000.00	200,000.00	.0
	TOTAL FUND REVENUE	.00	.00	200,000.00	200,000.00	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

CDBG

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CDBG</u>					
21-10-87506 WARREN ST. 19TH AVE. - 21ST AV	.00	.00	200,000.00	200,000.00	.0
TOTAL CDBG	.00	.00	200,000.00	200,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	200,000.00	200,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

FEDERAL GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
22-36-52400 CONTRACTUAL /PROF SERVICES	856.00	2,196.00	.00	(2,196.00)	.0
TOTAL DEPARTMENT 36	856.00	2,196.00	.00	(2,196.00)	.0
TOTAL FUND EXPENDITURES	856.00	2,196.00	.00	(2,196.00)	.0
NET REVENUE OVER EXPENDITURES	(856.00)	(2,196.00)	.00	2,196.00	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

2015 BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>2015 BOND FUND</u>					
30-10-30370	INTEREST	11.70	91.76	131,000.00	130,908.24	.1
30-10-30520	PROPERTY TAXES	.00	137,323.26	2,620,000.00	2,482,676.74	5.2
	TOTAL 2015 BOND FUND	11.70	137,415.02	2,751,000.00	2,613,584.98	5.0
	TOTAL FUND REVENUE	11.70	137,415.02	2,751,000.00	2,613,584.98	5.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

2015 BOND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>2015 BOND FUND</u>					
30-10-70000 PRINCIPAL PAYMENT	.00	.00	2,620,000.00	2,620,000.00	.0
30-10-70001 INTEREST	.00	65,500.00	131,000.00	65,500.00	50.0
TOTAL 2015 BOND FUND	.00	65,500.00	2,751,000.00	2,685,500.00	2.4
TOTAL FUND EXPENDITURES	.00	65,500.00	2,751,000.00	2,685,500.00	2.4
NET REVENUE OVER EXPENDITURES	11.70	71,915.02	.00	(71,915.02)	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER COLLECTIONS</u>					
41-55-30370 INTEREST	.00	.00	500.00	500.00	.0
41-55-30600 SALE OF WATER METERS	3,426.00	11,452.74	25,000.00	13,547.26	45.8
41-55-30700 WATER DEPOSITS	(675.00)	(2,625.00)	.00	2,625.00	.0
41-55-30710 WATER SALES	601,586.30	2,297,380.67	7,200,000.00	4,902,619.33	31.9
41-55-30711 PENALTIES	27,312.50	108,727.92	350,000.00	241,272.08	31.1
41-55-30712 WRITE OFF/ADJUSTMENTS	.00	.00	(200,000.00)	(200,000.00)	.0
41-55-30716 TURNING WATER BACK ON	1,600.00	6,925.00	25,000.00	18,075.00	27.7
41-55-30750 SEWER REVENUE	28,454.98	108,165.68	324,000.00	215,834.32	33.4
41-55-30800 GARBAGE REVENUE	155,461.54	622,774.96	1,887,647.04	1,264,872.08	33.0
41-55-30900 REIMBURSEMENTS TO WATER FUND	.00	217.40	.00	(217.40)	.0
TOTAL WATER COLLECTIONS	817,166.32	3,153,019.37	9,612,147.04	6,459,127.67	32.8
TOTAL FUND REVENUE	817,166.32	3,153,019.37	9,612,147.04	6,459,127.67	32.8

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUMP STATION OPERATIONS</u>					
41-51-40100 STRAIGHT TIME	5,969.60	26,863.20	79,156.90	52,293.70	33.9
41-51-40200 ALL OVERTIME	.00	111.93	1,500.00	1,388.07	7.5
41-51-40310 SICK BUY BACK	.00	.00	1,850.00	1,850.00	.0
41-51-40400 FICA TAXES	424.38	1,934.42	6,055.50	4,121.08	31.9
41-51-40410 I.M.R.F.	137.90	623.13	3,562.06	2,938.93	17.5
41-51-40415 HEALTH/VISION/LIFE INSURANCE	2,391.94	9,567.76	34,201.44	24,633.68	28.0
41-51-51100 MAINTENANCE BUILDINGS	.00	.00	6,000.00	6,000.00	.0
41-51-51200 MAINTENANCE EQUIPMENT	.00	.00	17,500.00	17,500.00	.0
41-51-52400 CONTRACTUAL/PROF SERVICES	.00	1,165.00	12,500.00	11,335.00	9.3
41-51-55300 CELLULAR PHONE	.00	45.36	218.64	173.28	20.8
41-51-55400 TELEPHONE	345.13	1,235.23	2,671.68	1,436.45	46.2
41-51-55500 PRINTING	.00	.00	500.00	500.00	.0
41-51-56300 TRAIN/SEMINARS	.00	.00	3,000.00	3,000.00	.0
41-51-61500 UNIFORMS	.00	294.12	1,300.00	1,005.88	22.6
41-51-62200 MAINTENANCE SUPPLIES	712.86	712.86	3,000.00	2,287.14	23.8
41-51-62650 ELECTRIC	.00	.00	1,200.00	1,200.00	.0
41-51-62670 HEAT	.00	466.55	2,400.00	1,933.45	19.4
TOTAL PUMP STATION OPERATIONS	9,981.81	43,019.56	176,616.22	133,596.66	24.4

WATER & SEWER MAINTENANCE

41-52-40100 STRAIGHT TIME	26,669.62	120,933.21	346,693.52	225,760.31	34.9
41-52-40200 ALL OVERTIME	.00	7,022.60	10,000.00	2,977.40	70.2
41-52-40310 SICK BUY BACK	.00	.00	5,000.00	5,000.00	.0
41-52-40400 FICA TAXES	1,905.74	9,250.60	26,522.05	17,271.45	34.9
41-52-40410 I.M.R.F.	616.08	2,955.82	15,601.21	12,645.39	19.0
41-52-40415 HEALTH/VISION/LIFE INSURANCE	9,964.80	39,859.18	126,917.86	87,058.68	31.4
41-52-51200 MAINTENANCE EQUIPMENT	.00	329.50	9,550.00	9,220.50	3.5
41-52-51300 MAINTENANCE VEHICLE	2,061.51	3,151.61	35,000.00	31,848.39	9.0
41-52-52400 CONTRACTUAL/PROF SERVICES	738.50	22,492.97	575,000.00	552,507.03	3.9
41-52-53400 WATER & SEWER REPAIRS	.00	32,379.02	210,000.00	177,620.98	15.4
41-52-54500 EQUIPMENT RENTAL	.00	462.50	15,000.00	14,537.50	3.1
41-52-55300 CELLULAR PHONE	.00	152.83	1,272.00	1,119.17	12.0
41-52-56300 TRAINING / SEMINARS	.00	.00	6,000.00	6,000.00	.0
41-52-60600 CAPITAL OUTLAY-UNDER \$5,000	546.88	17,980.02	25,000.00	7,019.98	71.9
41-52-61500 UNIFORMS	.00	1,730.18	4,783.48	3,053.30	36.2
41-52-62200 MAINTENANCE SUPPLIES	.00	4,680.66	10,000.00	5,319.34	46.8
41-52-62610 GASOLINE	.00	.00	5,000.00	5,000.00	.0
41-52-67000 CAPITAL OUTLAY-OVER \$5,000	.00	14,889.92	199,170.00	184,280.08	7.5
41-52-67001 FLOOD CONTROL ASSISTANCE	.00	5,000.00	50,000.00	45,000.00	10.0
TOTAL WATER & SEWER MAINTENAN	42,503.13	283,270.62	1,676,510.12	1,393,239.50	16.9

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER COLLECTIONS</u>					
41-55-40100 STRAIGHT TIME	15,348.38	73,428.91	292,896.48	219,467.57	25.1
41-55-40200 ALL OVERTIME	301.25	1,102.96	2,500.00	1,397.04	44.1
41-55-40310 SICK BUY BACK	.00	.00	2,500.00	2,500.00	.0
41-55-40400 FICA TAXES	1,117.71	5,374.20	22,406.50	17,032.30	24.0
41-55-40410 I.M.R.F.	360.93	1,719.11	13,180.20	11,461.09	13.0
41-55-40415 HEALTH/VISION/LIFE INSURANCE	5,746.26	23,765.30	119,793.02	96,027.72	19.8
41-55-52400 CONTRACTUAL/PROF SERVICES	10,140.42	87,978.61	280,000.00	192,021.39	31.4
41-55-54500 EQUIPMENT RENTAL/LEASE	.00	.00	1,064.16	1,064.16	.0
41-55-55100 POSTAGE	.00	1.02	2,000.00	1,998.98	.1
41-55-55400 TELEPHONE	.00	.00	5,000.00	5,000.00	.0
41-55-55500 PRINTING	.00	.00	54,000.00	54,000.00	.0
41-55-56300 TRAINING/SEMINARS	.00	.00	5,000.00	5,000.00	.0
41-55-57300 WATER PURCHASES	316,112.02	1,170,307.32	3,900,000.00	2,729,692.68	30.0
41-55-57301 VOLUME CHARGE - MELROSE PARK	62,705.68	115,533.77	660,000.00	544,466.23	17.5
41-55-57302 CAPACITY CHARGE - MELROSE PARK	.00	89.20	.00	(89.20)	.0
41-55-57400 GARBAGE EXPENSE	.00	522,196.74	1,918,740.00	1,396,543.26	27.2
41-55-57510 DEPRECIATION EXPENSE	.00	.00	391,940.00	391,940.00	.0
41-55-57600 LIEN FILING FEES	.00	.00	5,000.00	5,000.00	.0
41-55-57665 REFUND WATER DEPOSITS	198.47	198.47	1,500.00	1,301.53	13.2
41-55-60100 OFFICE SUPPLIES	.00	213.44	4,000.00	3,786.56	5.3
41-55-61500 UNIFORMS	.00	1,500.00	3,750.00	2,250.00	40.0
41-55-62200 MAINTENANCE SUPPLIES	.00	.00	10,000.00	10,000.00	.0
41-55-70000 DEBT SERVICE - WATER FUND	.00	.00	57,000.00	57,000.00	.0
41-55-71000 LEASE PAYMENTS	.00	.00	6,500.00	6,500.00	.0
41-55-92700 BANK FEES	.00	41.47	250.00	208.53	16.6
TOTAL WATER COLLECTIONS	412,031.12	2,003,450.52	7,759,020.36	5,755,569.84	25.8
TOTAL FUND EXPENDITURES	464,516.06	2,329,740.70	9,612,146.70	7,282,406.00	24.2
NET REVENUE OVER EXPENDITURES	352,650.26	823,278.67	.34	(823,278.33)	24214

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

ST CHARLES TIF

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>TIF ADMINISTRATION</u>					
71-33-30370	INTEREST	<u>.89</u>	<u>4.28</u>	<u>.00</u>	<u>(4.28)</u>	<u>.0</u>
	TOTAL TIF ADMINISTRATION	<u>.89</u>	<u>4.28</u>	<u>.00</u>	<u>(4.28)</u>	<u>.0</u>
	TOTAL FUND REVENUE	<u>.89</u>	<u>4.28</u>	<u>.00</u>	<u>(4.28)</u>	<u>.0</u>

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

ST CHARLES TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
71-33-52400 CONTRACTUAL/PROF SERVICES	.00	44.00	.00	(44.00)	.0
TOTAL TIF ADMINISTRATION	.00	44.00	.00	(44.00)	.0
TOTAL FUND EXPENDITURES	.00	44.00	.00	(44.00)	.0
NET REVENUE OVER EXPENDITURES	.89	(39.72)	.00	39.72	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

MADISON AVE TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
72-33-30370 INTEREST	.00	.00	1,000.00	1,000.00	.0
72-33-30620 MADISON AVE TIF	.00	490,440.48	4,000,000.00	3,509,559.52	12.3
72-33-30900 APPROPRIATION OF FUND BALANCE	.00	.00	1,048,111.00	1,048,111.00	.0
TOTAL TIF ADMINISTRATION	.00	490,440.48	5,049,111.00	4,558,670.52	9.7
TOTAL FUND REVENUE	.00	490,440.48	5,049,111.00	4,558,670.52	9.7

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

MADISON AVE TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
72-33-40100 REGULAR SALARIES	6,338.32	46,134.12	139,689.11	93,554.99	33.0
72-33-40310 SICK BUY BACK	.00	.00	2,400.00	2,400.00	.0
72-33-40400 FICA TAXES	472.56	3,434.56	10,686.22	7,251.66	32.1
72-33-40410 IMRF	145.67	983.75	6,286.01	5,302.26	15.7
72-33-40415 HEALTH/VISION/LIFE INSURANCE	843.20	6,699.01	30,674.28	23,975.27	21.8
72-33-52400 CONTRACTUAL/PROF SERVICES	.00	91,500.96	409,000.00	317,499.04	22.4
72-33-80000 CAPITAL PROJECTS	.00	66,262.00	85,000.00	18,738.00	78.0
72-33-82000 PUBLIC IMPROVEMENTS	444,361.09	1,222,532.34	4,265,375.00	3,042,842.66	28.7
72-33-87000 FACADE PROGRAM	.00	.00	100,000.00	100,000.00	.0
TOTAL TIF ADMINISTRATION	452,160.84	1,437,546.74	5,049,110.62	3,611,563.88	28.5
TOTAL FUND EXPENDITURES	452,160.84	1,437,546.74	5,049,110.62	3,611,563.88	28.5
NET REVENUE OVER EXPENDITURES	(452,160.84)	(947,106.26)	.38	947,106.64	(24923

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

ROOSEVELT ROAD TIF

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>TIF ADMINISTRATION</u>					
73-33-30620	ROOSEVELT TIF	.00	58,497.54	400,000.00	341,502.46	14.6
73-33-30900	APPROPRIATION OF FUND BALANC	.00	.00	50,000.00	50,000.00	.0
	<u>TOTAL TIF ADMINISTRATION</u>	<u>.00</u>	<u>58,497.54</u>	<u>450,000.00</u>	<u>391,502.46</u>	<u>13.0</u>
	<u>TOTAL FUND REVENUE</u>	<u>.00</u>	<u>58,497.54</u>	<u>450,000.00</u>	<u>391,502.46</u>	<u>13.0</u>

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

ROOSEVELT ROAD TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
73-33-40100 STRAIGHT TIME	4,258.72	29,348.09	78,511.37	49,163.28	37.4
73-33-40310 SICK BUY BACK	.00	.00	1,200.00	1,200.00	.0
73-33-40400 FICA	321.54	2,198.29	6,006.12	3,807.83	36.6
73-33-40410 IMRF	97.61	595.96	3,533.01	2,937.05	16.9
73-33-40415 HEALTH/VISION/LIFE INSURANCE	239.18	3,131.13	16,544.52	13,413.39	18.9
73-33-52400 CONTRACTUAL/PROF SERVICES	.00	6,866.50	194,205.00	187,338.50	3.5
73-33-86000 PUBLIC IMPROVEMENTS	.00	.00	50,000.00	50,000.00	.0
73-33-87000 BUSINESS IMPROVEMENT PROGRAM	.00	.00	100,000.00	100,000.00	.0
TOTAL TIF ADMINISTRATION	4,917.05	42,139.97	450,000.02	407,860.05	9.4
TOTAL FUND EXPENDITURES	4,917.05	42,139.97	450,000.02	407,860.05	9.4
NET REVENUE OVER EXPENDITURES	(4,917.05)	16,357.57	(.02)	(16,357.59)	81787

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
77-33-30440 ABANDONED PROPERTY GRANT	.00	.00	250,000.00	250,000.00	.0
77-33-30450 STRONG COMMUNITY PROGRAM GR	.00	.00	125,000.00	125,000.00	.0
TOTAL DEPARTMENT 33	.00	.00	375,000.00	375,000.00	.0
TOTAL FUND REVENUE	.00	.00	375,000.00	375,000.00	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING AUGUST 31, 2021

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
77-33-52400 CONTRACTUAL/PROF SERVICES	.00	.00	25,000.00	25,000.00	.0
77-33-52500 BOARD UP SERVICES	1,845.00	7,950.00	25,000.00	17,050.00	31.8
77-33-62601 GRASS CUTTING	17,100.00	93,015.00	200,000.00	106,985.00	46.5
77-33-62605 TREE CUTTING	.00	.00	50,000.00	50,000.00	.0
77-33-68000 DEMO OF STRUCTURES	.00	4,300.00	75,000.00	70,700.00	5.7
TOTAL DEPARTMENT 33	18,945.00	105,265.00	375,000.00	269,735.00	28.1
TOTAL FUND EXPENDITURES	18,945.00	105,265.00	375,000.00	269,735.00	28.1
NET REVENUE OVER EXPENDITURES	(18,945.00)	(105,265.00)	.00	105,265.00	.0



Police Department Investigations September 2021 Update

Investigation Activity	2019	2020	2019-2020 Percentage +/-	2021	2020-2021 Percentage +/-
Homicides	12	16	33%+	11*	37%-*
Domestic Disputes (Battery)	194	205	5.6%+	124*	49%-*
Overdoses	22	57	159%+	23*	85%-*
Aggravated Battery by Firearm (Shots Fired)	34	38	11%+	29*	26%-*
Vehicle Hijacking	9	25	177%+	34*	30%+*
Robberies	22	19	14%+	8*	57%-*

*YTD total/percentage. Not final total/percentage for 2021

COLLABORATIVE CRISIS SERVICES UNIT (CCSU)

*Promoting Community Wellness Through
Collaborative Partnerships*

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CCSU Program Manual Purpose:

The purpose of this manual is to provide guidance to personnel on what work is done within CCSU. This manual is meant to be updated as the needs of the community and department change to adjust to meet those needs. This manual will be updated annually, at minimum, which will be the responsibility of the Sergeant whom oversees CCSU. This manual is a framework in which CCSU operates but should not be considered restrictive to any forward thinking initiatives CCSU personnel may become involved in for the betterment of CCSU, the Elgin Police Department, and the community at large.

Vision and Mission Statement

The Collaborative Crisis Services Unit's mission is to spearhead a community initiative aimed at promoting community wellness through collaborative partnerships. Through the development of successful collaborative partnerships, we aim to better address community needs in the areas of mental health, substance use, and homelessness. Through public education, rapport building, and a co-response model, our vision is to reduce the stigma surrounding these societal issues as well as to put people in need of these services in touch with the agencies providing these services. This will help us achieve our overall goal, which is to promote a more stable and understanding community whom is better equipped to become part of the solution to these complex problems.

The History of the Collaborative Crisis Services Unit

The Elgin Police Department has a history of being forward thinking in addressing the community's needs. The State of Illinois first implemented CIT training for Law Enforcement Officers in 2003. The Elgin Police Department first sent officers to CIT training in 2006, which was the first time officers in Kane County attended CIT training. The Elgin Police Department eventually became one of the first any only departments in the State of Illinois to make CIT training a mandatory training for all officers. In 2016, the Elgin Police Department created the We Can Help Initiative, meant to address substance use issues observed in the community as the Opioid Crisis struck this country. Seeing a need to better address the community's needs, and looking at a different way of structuring ourselves as a department, the CCSU was officially created in July 2018. In January of 2019, the CCSU was expanded from (1) full time officer to (2) full time officers and (3) part time crisis workers and will continue to look to expand.

Duties and Overview

Duties: CCSU personnel are tasked with a two-fold goal in assisting those who comes into contact with, or are referred to, the CCSU. One of those goals is to promote safer encounters between citizens in need of crisis services and police department personnel while maintaining a high level of professional police service. The other main goal is to refer to, and encourage participation in, appropriate mental health, substance use, or other needs based services that may fit the individual. These duties are critical to an overall healthier, safer community and are aimed at facilitating more stable community members.

CCSU Manual Overview

As CCSU personnel, this manual is provided to serve as an operations manual. This will serve as a resource and step by step guide to assisting you in performing your essential job functions. This manual is not meant to exclude any additional work deemed appropriate for CCSU undertaking. This manual is also not to contradict any Standard Operating Procedure (SOP) or department directive issued. In addition to learning this manual please take the time to familiarize yourself with SOP's and department directives that may pertain to your duties.

CCSU Sergeant's Responsibilities

The CCSU Sergeant will serve as a liaison between CCSU and community stakeholders in order to ensure the success of CCSU. The CCSU Sergeant will be responsible for program curriculum and training within the unit, the department, and to citizens as it pertains to CCSU related training topics. The CCSU Sergeant will be in charge of case assignment and monitoring the performance of CCSU personnel. The CCSU Sergeant will also examine, review, and make recommendations to ensure departmental and community needs are being met by CCSU. The CCSU Sergeant will ensure the work done within CCSU is able to be tracked and compiled in data format for departmental review to ensure proper allocation of departmental resources. The CCSU Sergeant shall monitor case law pertinent to mental health and crisis services. Lastly, the CCSU Sergeant is responsible for the sustained growth, effectiveness, and public relations of the unit both internally and externally. All trainings put on by CCSU need to be examined and approved by the CCSU Sergeant.

How to Foster Expansion, Growth, and New Projects

All members of CCSU are responsible for fostering collaborations and are highly encouraged to develop new projects and create new initiatives. Any CCSU member who comes up with a new initiative, wants to develop a new collaboration, or sees another opportunity to further the goals of the CCSU and Elgin Police Department shall bring this forward to the CCSU Sergeant. This will then be brought through the Chain of Command to determine viability and will be implemented when it aligns with department need, unit and department goals, and departmental resources available.

Definitions

CCSU personnel shall be familiar with the following definitions:

- **CCSU** – Collaborative Crisis Services Unit.
- **We Can Help Initiative** – An initiative created by CCSU aimed at assisting people with substance use disorder who wish to be placed into treatment.
- **CIT Officer** – Crisis Intervention Team certified and trained officer.
- **Mental Health Professional** – A professionally trained individual in the area of mental health.
- **Co-Response** – A model of response which utilizes a law enforcement professional paired with a mental health professional to maximize effectiveness.
- **Petition for Involuntary Admission** – A document used when someone meets certain criteria which mandates the person be evaluated by a qualified examiner (harm to self, others, or inability to care).
- **Health Insurance Portability and Accountability Act** – Known as HIPAA, refers to federal privacy protections for individuals.
- **Substance Use Disorder (SUD)** – When an individual has the recurrent use of alcohol and/or drugs which causes clinically significant impairment, including health problems, disability, and failure to meet major responsibilities at work, school, or home.
- **Mental Health Disorder** – A condition that affects your thinking, feeling, mood, and behavior. They may be occasional or long-lasting (chronic). They can affect your ability to relate to others and function each day.
- **Medication Assisted Treatment** – The use of medications in combination with counseling and behavioral therapies for the treatment of substance use disorders.

Inclusive Collaboration

- *Overview And Purpose Of Inclusive Collaboration*
 - Inclusive collaboration is meant to encompass any group or citizen willing to work constructively with the Elgin Police Department's CCSU towards the common vision of making a safer and healthier community a reality. CCSU members should be aware of some of our main collaborative partnerships, including but not limited to:
 - Ecker Center for Mental Health
 - Renz Addiction Counseling Center
 - Latino Treatment Center
 - Gail Borden Library
 - Kane County Health Department
 - Kane County Treatment Alternative Court
 - Footprints To Recovery
 - Abraxas Woodridge Interventions
 - Lighthouse Recovery St. Charles
 - Haymarket Center Chicago
 - Greater Elgin Family Care Centers
 - Food For Greater Elgin
- Privacy Issues
 - Understanding Of And Compliance With Privacy Concerns
 - Privacy will be strictly utilized involving any information obtained from people being assisted by CCSU.
 - HIPAA
 - HIPAA will be strictly followed concerning information obtained through CCSU's involvement with citizens.
 - How The CCSU Will Approach Privacy Concerns
 - Information obtained through CCSU contacts with citizens will only be disseminated (CIT Contact or otherwise) if the information obtained is given directly from the citizen to a CCSU employee.
 - Diagnosis and medication specific information will only be entered into a CIT contact if said information has been freely given by the citizen themselves, and not if said information is obtained third party.
 - If a citizen does not volunteer information, CCSU will only create a CIT contact based on their own personal observations, for officer safety reasons, to ensure safer encounters.

- **Training**

- General Expectations For Training Participation

- CCSU Detectives will participate in all required departmental training.
 - Must CIT Certified through the 40 Hour CIT Course (State Certified).
 - Should complete a 40 Hour Drug Officer Course.
 - Should complete a 40 Hour Basic Investigations Course.
 - Advanced communication based classes are highly suggested.
 - Dale Carnegie
 - Advanced CIT
 - Reid Interview and Interrogation
 - Instructor Development Course

- CCSU Roles And Responsibilities Regarding The Development And Implementation Of Training

- CCSU Detectives and Personnel will be expected to be instructors.
 - CCSU Detectives and Personnel shall instruct on the following topics:
 - CIT
 - Drug and Alcohol Addiction
 - Homeless Initiatives
 - Communication
 - Creating Effective Partnerships
 - Pre-Arrest Diversion
 - CCSU Detectives and Personnel will instruct at the following trainings:
 - In-Service trainings
 - Roll Call trainings
 - Community based training events
 - Community partner based training events
 - Career Development
 - Conference Presentations

- **Case Work**

- How Cases Are Received

- Case assignment is completed primarily through LERMS, which is limited to instances where reports have been completed.
 - Referral based case assignment is done through email or direct notification to CCSU personnel in instances where reports are not written by patrol.
 - Cases can also be received by direct response to calls for service by CCSU personnel.
 - Case assignments shall be tracked and documented as much as feasible, with the cases being assigned by the CCSU/CIT Sergeant.

- Division of Case Work

- Cases shall be assigned in an equitable manner as possible.
 - Cases with repeat citizen contacts will be assigned to the same CCSU Detective on subsequent contacts unless a conflict arises.
 - If a CCSU Detective responds to a call in progress to assist, patrol will be responsible for completing the report but the case will go to the CCSU Detective who became involved with the call for service.

- Specialties and General Expectations

- All CCSU Personnel shall be well versed in all three tracks of work: mental health, substance use, and homeless issues.
 - A point person for each area shall be determined by current unit personnel and supervision based on desire and ability in each area.
 - ODMAP shall be maintained primarily by the CCSU/CIT Sergeant and data shall be available to other unit personnel.
 - Public speaking events shall be staffed, whenever possible, by willing members of CCSU, with preference given to officers with extensive training in public presentations.

- **Specialized Responses**

- Home Visits And Co-Response

- The primary method of follow-up utilized by CCSU is the co-response method, pairing a CCSU Detective with a Mental Health Professional.
 - Face to face contact is the preferred method to ensure the best possible rapport building to facilitate better results.
 - When feasible, the Co-Response shall be tailored to the anticipated needs of the citizen CCSU is aiming to assist (Mental Health v SUD).
 - This falls under community care taking, and body cameras shall be in buffering mode (not recording) while conducting these follow ups, so they can be activated if the situation changes.
 - Home visits should be called into Communications for tracking and officer safety purposes.

- Case Assignments For CCSU Detectives

- Whenever possible, case assignments for CCSU Detectives shall be left open while being actively worked and documentation of follow ups is done through the adding of "CIT Follow Up" case notes to ensure tracking and transparency for monthly reporting.
 - Cases that are not actively being worked can be closed out by the CCSU Detective who is the assigned case detective.

- How And When To Close A Case

- Specialized Responses are meant to be voluntary encounters, therefore cases shall remain open as long as the citizen being assisted is willing to receive assistance.
 - If the citizen does not wish to receive assistance, assistance given has been completed, or attempts to locate the citizen and offer assistance have been exhausted, the case should be closed with efforts documented in the "CIT Follow Up" tab.

- On-Call Responsibilities Of CCSU Detectives

- CCSU Detectives are expected to be available by phone and available to be called into work in unique circumstances deemed necessary by the CCSU Sergeant.

ARPA Clean Water Infrastructure Fact Sheet

The American Rescue Plan Act (ARPA), signed into law by President Biden on March 11, 2021, provided \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to state, local, territorial and Tribal governments. Water and sewer infrastructure investments marked one of the six ways that funds could be used to promote COVID-19 recovery and to address climate change impacts. The U.S. Department of Treasury's ARPA Interim Final Rule, issued on May 10, 2021, identified wastewater infrastructure projects as eligible if they met the U.S. Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) eligibility criteria.

The CWSRF identifies 15 main project categories, but acknowledges other options are available:

- | | |
|---|--|
| 1. Centralized Wastewater Treatment | 9. Landfills |
| 2. Energy Conservation | 10. Habitat Protection and Restoration |
| 3. Water Conservation | 11. Silviculture |
| 4. Stormwater Design and Infrastructure | 12. Desalination |
| 5. Agricultural Best Management Practices | 13. Groundwater Protection and Restoration |
| 6. Decentralized Wastewater Treatment | 14. Surface Water Protection and Restoration |
| 7. Resource Extraction | 15. Planning/Assessment (i.e., Asset Management) |
| 8. Contaminated Sites | |

This fact sheet highlights the CWSRF program, two gateways to addressing wastewater challenges (i.e., gray and green infrastructure), how wastewater infrastructure investments can promote climate resilience, highlighted cases and helpful resources.

Definitions: Gray & Green Infrastructure

Gray Infrastructure

CWSRF eligible projects allow for gray and green infrastructure use. Gray infrastructure is designed to move stormwater away from the built environment and impervious surfaces (e.g., roadways, parking lots, rooftops, etc.) into collection systems (e.g., gutters, curbs, drains, etc.). The CWSRF funds a variety of gray infrastructure stormwater management projects, including projects to upgrade or build wastewater treatment plants.

These methods, however, do not reduce the amount of stormwater runoff, which can lead to flooding and increased levels of pollution in local water bodies. EPA has prioritized and strongly encouraged green infrastructure approaches to manage wet weather, as a result (i.e., shown through the [Integrated Planning for Municipal Stormwater and Wastewater](#) framework). Water infrastructure projects often include elements of both gray and green infrastructure, as shown in the *Highlighted CW Cases* section.

Green Infrastructure

Green stormwater infrastructure includes a wide array of practices at multiple scales that manage wet weather and that maintain and restore natural hydrology by infiltrating, evapotranspiring and harvesting, and using stormwater. On a regional scale, green infrastructure is the preservation and restoration of natural landscape features, such as forests, floodplains, and wetlands, coupled with policies such as infill and redevelopment that reduce overall imperviousness in a watershed.

– CWSRF Guidance Definition

Green infrastructure (e.g., bioswales, permeable pavement and detention ponds, etc.) captures and filters rainwater where it lands, thereby reducing the total amount of stormwater that wastewater and sewer systems must process. Green infrastructure reduces flood risks and prevents pollution from entering local waterways, both in turn cutting cities' cost burden. Cities with more green infrastructure features flood less frequently, contain more habitat for local biodiversity and provide economic and health benefits for residents. As climate-induced precipitation increases in communities across the country, [NLC recommends](#) the use of green infrastructure as a step towards reducing risks and impacts.

Climate Resilience Opportunities

Climate change is heightening extreme weather occurrences and their severity; it is noticeably impacting water quality and availability in communities facing extreme drought and/or flooding. Green infrastructure projects provide tangible opportunities to alleviate the consequences of climate change while strategically mitigating the severity of the climate threats.

Manage Stormwater and Flooding

ARPA-funded stormwater projects must integrate a water quality benefit consistent with the goals of the Clean Water Act. Stormwater exposes water bodies to pollutants (e.g., sediments and heavy metals) and combined sewer overflow. [Green infrastructure](#) investments prevent water bodies' exposure to pollutants and impairing overflow, allowing for preserved water quality (i.e., lowered treatment needs). Green infrastructure projects that protect floodplains, in addition to those that reduce stormwater runoff, lower flooding levels. Infiltration system projects (e.g., rain gardens, bioswales and permeable pavements) absorb rainfall and prevent pipe networks from overflowing.

Conserve Water and Energy During Drought Conditions

ARPA-funded projects provide options to prepare for drought, such as measures to conserve and reuse water or reduce the energy consumption of public water treatment facilities. Drought conditions, notably in the west, continue to show record highs. Local governments, in the short term, have asked residents to curb their water and electricity usage during these periods. This could be challenging and pose additional health threats to residents during extreme temperatures. Green infrastructure projects offer alternative means to sustainably conserve water and maintain water reserves, while also mitigating urban heat island effects. Investments for aquifer storage and recovery, water reclamation and water recycling, for instance, reduce the dependence on potable water by offering other options to access water. Technology investments for leak detection systems, meter replacements and water audits can efficiently alert water staff of water losses.

Resident Opportunities

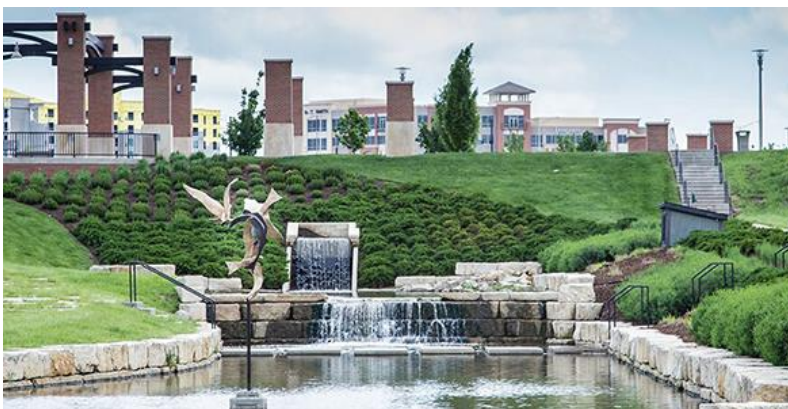
Climate resilience initiatives foster social, economic and health benefits to residents. Streets and open spaces become more accessible to the public when flooding, urban heat and other extreme weather aftereffects are alleviated. These open, safe spaces can offer residents opportunities to engage with others and foster relationships, in turn framing climate resilience investments as a social cohesion mechanism that associates with mental health and wellbeing benefits. Parks, wetlands and recreational spaces formed and preserved from climate resilience efforts can also produce physical health benefits. Research shows that residents are more likely to exercise if they live near nature, open and green spaces. Cities across the country have found success in integrating green infrastructure into recreational spaces to attract users and for its climate resilience benefits.

Green Infrastructure for Schools Guidance

The Department of Treasury's ARPA guidance includes information on promoting healthy childhood environments, such as through "investments in parks, public plazas, and other public outdoor recreation spaces." The Cities Connecting Children to Nature (CCCN), a partnership between NLC and Children & Nature Network, released the [Initial Guidance on Using American Rescue Plan Act Funds to Bring Nature's Benefits to Children](#). CCCN recommends city leaders and their partners pursue green schoolyards as a form of green infrastructure and stormwater management. Green schoolyards are nature-filled outdoor spaces that offer students, teachers, parents and community members places to play, learn, explore and grow. Designs include but are not limited to outdoor classrooms, native gardens, stormwater capture, traditional playground equipment, nature play areas, vegetable gardens, trails, trees, water features and more.

Highlighted CW Cases

Central Green Streamway (Lenexa, KS)



The City of Lenexa leveraged green infrastructure values to create a space that addressed four goals: flood prevention, water protection, habitat restoration and educational recreation. Seven step pools were installed, allowing water flow to move slower and to increase the water's oxygen levels; the step pools drain 65 acres of rainwater. The water is guided into a wetland, where native plant species further treat the stormwater and filter out pollutants. (i.e., bioremediation). The streamway was connected to existing trails and three park systems, making it an attractive public destination.

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Lawncrest Neighborhood Green and Gray Infrastructure Upgrades (Philadelphia, PA)

Governor Wolf announced earlier this year nearly \$180 million in water infrastructure to its infrastructure investment fund (PENNVEST), which funds sewer, stormwater and drinking water projects. About \$100 million of the fund would be used to create a new preliminary treatment plant located in the Lawncrest neighborhood, an Environmental Justice area, to treat wastewater and mitigate combined sewer overflows. The plant will incorporate a green roof, grit removal systems, underground water storage basins, rain gardens and more.

Multi-Area Streambank Restoration (Hendersonville, NC)



Approximately 1,000 linear feet of the City of Hendersonville's sewer line were threatened by streambank erosion. The local Mud Creek also became an impaired, turbid water body. The city plans to restore 13 urban section streams (i.e., 11,000 linear feet of urban streambank), rehabilitate the 1,000 linear feet of threatened sewer line, install educational features about Mud Creek at an adjacent park and modify the stormwater pond into a wetland. The project is expected to reduce streambank erosion, improve Mud Creek's water quality to meet water standards and amplify community engagement about Mud Creek's purpose and wastewater

education in general. The project received a 2020 recognition by the EPA.

West Washington Street Stormwater Upgrade (Champaign, IL)

The City of Champaign sought funding for one of its first green stormwater projects to address severe flooding. The city constructed a detention basin to connect storm sewers to an existing basin. A rain garden/bioretention system was installed as well, along with streetscape features, such as native species, curb cuts that drain into bioswales, and green spaces surrounding the detention basins. The project is expected to improve a variety of safe mobility options around West Washington Street and promote drainage in flood-prone areas. The project received a 2019 honorable in the PISCES program.

States & Local Governments Proposing Initiatives

Several states and local governments are currently performing resident engagement, community and stakeholder meetings, and studies to determine how to spend the ARPA funding, in what areas and on what types of projects. The following highlights a few cases:

- **City of Hoboken, NJ**: The city is receiving \$73 million in state revolving funds to execute its \$150 million comprehensive strategic green infrastructure plan. The city collaborated with regional partners to formulate this plan that will add more place-based green space and permeable surfaces throughout the city designed to capture more stormwater where it falls before it reaches the combined sewer system.

- [City of Edmonds, WA](#): The city plans to use approximately \$4.8 million in ARPA funds to reimburse city capital expenditures associated with green infrastructure projects through 2026. The projects will specifically address stormwater entering the Puget Sound, including flood control for Edmonds Marsh, water diversion for Perrinville Creek, as well as creating green streets and rain gardens.
- [Columbia City, MO](#): The city will spend \$25 million in ARPA funds over the next two years. The city council solicited the public for ideas on how to spend the funds and shared ideas from the mayor's office. One of the mayor's recommendations included \$2.5 million for stormwater diversion along Business Loop 70 with detention ponds and trail features.

Helpful Resources

NLC staff provides guidance and support on how to approach local water infrastructure priorities. NLC's [COVID-19 Pandemic Response & Relief Hub](#) offers articles, recorded webinars, fact sheets and other resources for local governments on using ARPA funds. NLC also partners with expert organizations that can provide support on navigating wastewater and stormwater infrastructure goals.

- [WaterNow Alliance](#) is a network of local water leaders advancing sustainable, affordable, equitable and climate resilient water strategies in their communities.
- [Association of Clean Water Administrators](#) is the professional association for state, interstate and Territorial officials who are responsible for the implementation of surface water protection programs throughout the nation.
- [US Water Alliance](#) brings together stakeholders to co-create and leverage solutions to advance policies and programs that build a sustainable water future for all.

See the following resources for more information on CWSRF background and the ARPA guidance on approaching water and sewer infrastructure projects.

ARPA

- U.S. Department of Treasury's "[FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \\$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs](#)" (March 10, 2021)
- U.S. Department of Treasury's "[Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions](#)" (2021)
- U.S. Department of Treasury's, "[Interim Final Rule: Coronavirus State and Local Fiscal Recovery Funds](#)" (May 17, 2021)

EPA

- [CWSRF Overview of Clean Water State Revolving Fund Eligibilities](#) (2016)
- [Fact Sheet: Protecting Public Health and Water Quality with the Clean Water State Revolving Fund](#) (2016)
- [Fact Sheet: Supporting Cybersecurity Measures with the Clean Water State Revolving Fund](#) (2019)
- [Report: Green Infrastructure Opportunities that Arise During Municipal Operations](#) (2015)
- [Technical Brief: Drought Resilience and Water Conservation Efforts](#) (2016)
- [Water Infrastructure and Resiliency Finance Center](#) is an information and assistance center, identifying water infrastructure financing approaches that help communities reach their public health and environmental goals.

If you have general questions about the Coronavirus State and Local Fiscal Recovery Funds, please email the U.S. Department of Treasury at SLFRP@treasury.gov or call 844-529-9527.

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ARPA Drinking Water Infrastructure Fact Sheet

The American Rescue Plan Act (ARPA), signed into law by President Biden on March 11, 2021, provided \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to state, local, territorial and Tribal governments. Water and sewer infrastructure investments marked one of the six ways that funds could be used for recovery and to address climate change impacts. The U.S. Department of Treasury's ARPA Interim Final Rule, issued on May 10, 2021, identified drinking water infrastructure projects as eligible if they met the U.S. Environmental Protection Agency's (EPA) Drinking Water State Revolving Fund (DWSRF) projects eligibility criteria.

The DWSRF identifies six project categories:

- 1. Treatment:** projects to install and upgrade facilities to improve drinking water quality
- 2. Transmission and Distribution:** projects to rehab, replace, or install pipes to improve water pressure to safe levels or to prevent contamination caused by leaky or broken pipes
- 3. Consolidation:** projects to connect 2+ water systems
- 4. Storage:** projects to install or upgrade finished water storage tanks to prevent contamination from entering distribution systems
- 5. Source:** projects to rehab wells or develop eligible sources to replace contaminated sources
- 6. Creation of New System:** projects to construct a new system to serve homes with contaminated individual wells or consolidate existing systems into a new regional water system

This fact sheet highlights major U.S. challenges in drinking water infrastructure, the DWSRF program, available GIS tools to meet ARPA's DWSRF criteria, highlighted cases and helpful resources.

Major Drinking Water Challenges

Lead in Drinking Water

Lead enters drinking water most notably from corroded lead piping, such as lead service lines, faucets and fixtures. Lead piping is prominently found in older cities where homes were built before 1986. DWSRF guidance highly recommends service line replacements as a mitigating measure to drinking water contamination. Older cities, such as the City of Buffalo, established its Replace Old Lead Lines (ROLL) Program to replace water services lines with breaks and leaks in 2019. The pilot program allowed 180 homes to have lead service lines replaced. The city continues to strategize how to replace the estimated 40,000 homes serviced by over 150 miles of lead servicing lines. Many other cities across the country are striving to take similar action.

The National League of Cities (NLC) and the Lead Service Line Replacement Collaborative (LSLRC) collaborated to help municipal leaders identify opportunities to reduce exposure to lead in drinking water and replace lead service lines. A three-part tele-town halls series hosted by the organizations delved deeper into EPA's Lead and Copper Rule, shared best practices among local government peers and offered expert Q&As. The series can be viewed [here](#).

Contamination Protection for Source Water

Source water regards water that is provided to public water supplies, as well as private wells that were sourced directly from the water bodies (e.g., rivers, streams, lakes, etc.). Protecting source water is essential to prevent contamination and preserve water supplies. Contamination to source water requires higher water treatment, subsequently associated with high costs. The DWSRF program covers a wide variety of source water protection (SWP) initiatives.

Examples of SWP Actions



Water Conservation and Reuse

Water recycling, or water reuse, acts as an alternative to drawing upon the existing water supply. Reclaimed water can be used for water systems' treatment, transmission and distribution. Water reuse can occur in two ways:

- Unplanned regards claiming water that already incurs used water (e.g., a river that receives treated wastewater discharges).
- Planned water reuse requires water systems to integrate infrastructure that is compatible with hosting recycled water (e.g., reclaimed wastewater effluent systems, filter backwash recycling and any projects that replace potable water with non-potable sources).

Fostering Overall Resilience

ARPA's water and sewer infrastructure goals aim to not only address outdated systems but also to cultivate resilience to the effects of climate change. The DWSRF identifies three resilience criteria that project planning or design could address:

1. Natural or human-created vulnerabilities to water systems and their safe water delivery capacity
2. Recovery abilities from disruptions to safe water delivery
3. Natural disaster and other disruption events (e.g., flooding, droughts and earthquakes)

Drought

Drought events have continued to increase in the U.S., particularly in the west and southwest regions. These events are also more severe and longer over time, influencing water availability and quality. Drought events can hinder drinking water systems through lacking system pressure, pipe breakage from soil shrinkage and loss of recharge capability or capacity for recovery. The DWSRF identifies several project categories to mitigate water loss, such as:

- **Intakes:** reposition, relocation, elevation, alternative, backup
- **Interconnection** to other water systems
- **Source water protection:** purchase recharge area, implementation of protective measures, including permeable surfaces
- **Water recycling and water reuse:** replace potable sources with non-potable sources, reclaimed wastewater effluent systems (treatment, distribution, and storage), filter backwash recycling
- **Wells:** additional, replacement, deepening, and rehabilitation; new pumps for deeper wells

Drinking Water Cybersecurity

Water treatment plants are experiencing growing hacking threats to water facilities. A hacker attempted to poison part of the San Francisco Bay Area water supply in January 2021¹. The hacker was able to enter the system by acquiring the login credentials of a former employee delete several programs used to treat drinking water. The breach was not discovered until the next day, but before poison was released. In other cases, however, hacks were not found until after a release. A hacker increased the water lye presence by a factor of 100 in Oldsmar, Florida. This level could have not only poisoned residents but also corroded the pipes. The Oldsmar facility, and countless other treatment facilities, only host one IT staff member, who is responsible for managing a wide variety of IT tasks from infrastructure to the acquisition of technology. Mounting cybersecurity concerns coupled with limited IT staff dedicated solely to cybersecurity monitoring illustrate a critical threat. The DWSRF highlights three main cybersecurity measures to promote resilience against attacks:

- **Risk and Resilience Assessments**
 - Analyze the security of the electronic, computer or other automated systems used for water systems.
 - Create, update and maintain emergency preparedness plans for water systems.
- **Training**
 - Facilitate sessions on cybersecurity awareness, preparedness and response.
 - Develop cybersecurity policies and procedures
 - Perform tabletop exercises and full-scale emergency scenarios
- **Equipment and Infrastructure**
 - Upgrade equipment and infrastructure to meet water systems cybersecurity needs

1 Collier, Kevin (2021, June 17). "A Hacker Tried to Poison a Calif. Water Supply. It Was as Easy as Entering a Password." *NBC News*, [nbcnews.to/3duc49q](https://www.nbcnews.com/3duc49q)

Leveraging Esri GIS Products for Resilience & Efficiency

Esri is creating products to support local leaders' water resilience and cybersecurity measures. Guidance and tools are available on using GIS products to manage drinking water, wastewater, stormwater and small/rural systems. Highlighted tools include:

- **Arc Hydro**: a mapping tool to visualize and analyze topographic, hydrographic and hydrologic data. Users can assess water quality, estimate water availability, plan for flood prevention, learn about the natural environment in their region and manage water resources.
- **ArcGIS Utility Network**: a comprehensive mapping tool to manage utility networks. Real-world assets (e.g., connectivity, containment, and structural attachments) can be modeled for an accurate representation of the network system. Network diagrams can also create multilevel representations of the network. Users can create, configure, analyze and edit their local utility network. Users can also easily and securely share information with others.
- **Digital Twins**: a virtual representation of real-world physical objects, processes, relationships or behaviors. In a GIS context, digital twins are typically virtual models of real-world assets or natural systems, along with the information models, data, reports, analyses and user experiences intended to capture the current state, monitor performance and predict future outcomes.
- **ArcGIS Pro**: supports data visualization, advanced analysis, and authoritative data maintenance in 2D, 3D and 4D. It supports data sharing across a suite of ArcGIS products, and enables users to work across the ArcGIS system through Web GIS.
- **ArcGIS Solutions**: the starting place to implement a software as a service (SaaS) or utility network-based water distribution mapping and data management system. Add additional capabilities to your implementation, such as optimizing water main break response and informing stakeholders about lead service pipes.

EPA developed an online mapping tool called the [Drinking Water Mapping Application to Protect Source Waters \(DWMAPS\)](#) to support government and utility water professionals in protecting drinking water. The tool allows users to pinpoint potential contamination sources, find data for water assessments, evaluate spills and releases, and promote drinking water protection activities.

Denver Water's Lead Reduction Program

Denver Water, the City of Denver's water utility company, launched the Lead Reduction Program in 2020. The program aims to identify, inventory and remove between 64,000 to 84,000 lead service lines in the next 15 years. The team's GIS staff built a records inventory in Esri ArcGIS Pro through compiling locations from the utility billing database, a utility employee's handwritten records on lead lines and information about construction permits issued by the city and county. The team then collaborated with Esri staff and an environmental consulting firm for additional records on lead service lines and to migrate data from ArcGIS Desktop into ArcGIS Pro. Leveraging GIS products and collaborating with Esri staff allowed Denver Water to have a master spatial representation of all service lines that would need replacing, how to undertake the replacing of lead service lines and visualization that could easily be shared with necessary collaborators. The program is expected to save the City of Denver \$50 million in the 15-year program period.

Highlighted DW Cases

[Emergency Management Tabletop Exercise \(Maine\)](#)

The Maine Rural Water Association, DWSRF staff, Maine Emergency Management Agency and Maine Department of Environmental Protection collaborated to enact a tabletop exercise. In tabletop exercises, in which team members discuss their roles in an emergency, the Maine team performed the scenario of a rolled tanker truck with contamination impacts to a nearby river. The scenario concluded with the team learning it had information gaps on how to respond to the situation and a framework to mitigate similar risks. The team committed to performing additional tabletop exercises from seeing its value in identifying gaps and better responses to emergency situations.

[Water Meter Installation \(Sacramento, CA\)](#)

The City of Sacramento installed 40,000 water meters throughout the city to better understand and meet growing water demand. The effort supported customer-level water conservation and allowed the local utility to more efficiently pinpoint leaks and areas of system water loss. The project enabled the city to meet the compliance standards of the California Water Measurement Law and achieve goals outlined in the city's Sustainability Master Plan.

[Water Reuse Feasibility Study \(Lawton, OK\)](#)

Water usage restrictions were enforced to address growing drought concerns in the City of Lawton, OK. Understanding that this was not a long-term solution, the Lawton Water Authority conducted a study to evaluate the feasibility of water reuse viability. Aquifer storage recharge, direct potable reuse and indirect potable reuse were evaluated as options.

States & Local Governments Proposing Initiatives

Several states and local governments are currently performing resident engagement, community and stakeholder meetings and studies to determine how to spend the ARPA funding, in what areas and on what types of projects. The following highlights a few cases:

- [Flagler County, FL](#): Flagler County plans to spend 54% of the first half of its approximate \$22 million of ARPA funds on water and sewer infrastructure projects, including expanding water infrastructure access to neighborhoods of low-income and creating a stormwater plan.
- [Vermont](#): Governor Phil Scott released a proposal that allocated \$170 million for water and sewer over three years of 2023-2025. The funding would cover stormwater retrofits, water/wastewater/pretreatment, combined sewer overflow abatement/elimination, dam safety, and residential water infrastructure upgrades.
- [City of Jackson, MS](#): the City of Jackson is expected to receive \$47 million in ARPA funding and use a portion of it to address its outdated water system. The city was unable to supply safe drinking water for over a month after an extreme freeze in February 2021. City officials are seeking to raise \$1 billion to overhaul the system for the necessary upgrades.

Helpful Resources

NLC staff provides guidance and support on how to approach local water infrastructure priorities. NLC's [COVID-19 Pandemic Response & Relief Hub](#) offers articles, recorded webinars, fact sheets and other resources for local governments on using ARPA funds. NLC also partners with expert organizations that can provide support on navigating drinking water infrastructure goals.

- [WaterNow Alliance](#) is a network of local water leaders advancing sustainable, affordable, equitable and climate resilient water strategies in their communities.
- [Association of State Drinking Water Administrators](#) is the professional association serving state drinking water programs.
- [US Water Alliance](#) brings together stakeholders to co-create and leverage solutions to advance policies and programs that build a sustainable water future for all.

See the following resources for more information on DWSRF background and the ARPA guidance on approaching drinking water infrastructure.

ARPA

- U.S. Department of Treasury's "[FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \\$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs](#)" (March 10, 2021)
- U.S. Department of Treasury's "[Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions](#)" (2021)
- U.S. Department of Treasury's, "[Interim Final Rule: Coronavirus State and Local Fiscal Recovery Funds](#)" (May 17, 2021)

EPA

- [DWSRF Eligibility Handbook](#) (2017)
- [Technical Brief: Drought Resilience and Water Conservation Efforts](#) (2016)
- [Fact Sheet: Supporting Cybersecurity Measures with the Clean Water State Revolving Fund](#) (2019)
- [Fact Sheet: Protecting Source Water with the Drinking Water State Revolving Fund Set-Asides](#) (2019)
- [Fact Sheet: Addressing Water Reuse with the Drinking Water State Revolving Fund](#) (2020)
- [Water Infrastructure and Resiliency Finance Center](#) is an information and assistance center, identifying water infrastructure financing approaches that help communities reach their public health and environmental goals.

If you have general questions about the Coronavirus State and Local Fiscal Recovery Funds, please email the U.S. Department of Treasury at SLFRP@treasury.gov or call 844-529-9527.

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Lead Service Line Presentation Village of Maywood

Feb. 2, 2021

About MPC's work on lead service lines

- Policy research and design
- Legislative advocacy
- Technical assistance

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Lead is a well-known health hazard

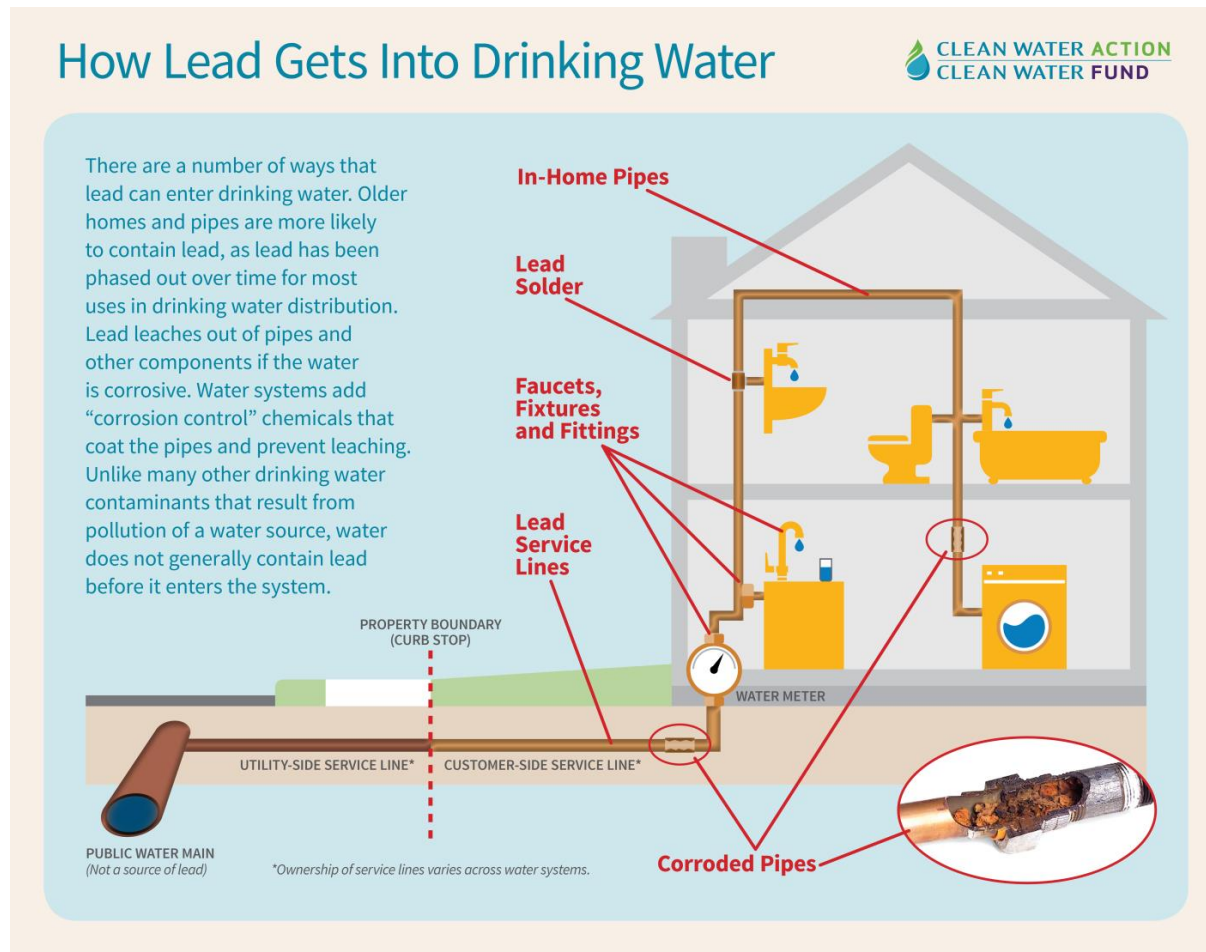
- Lead is a toxic metal that can cause serious health effects in all age groups
- Infants and Children
 - Impair normal brain and nervous system development
 - Increases learning and behavioral problems
- Adults
 - Increased risk of cardiovascular disease
 - High blood pressure
 - Kidney and nervous system problems



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An estimated 20% of a person's exposure to lead can come from drinking water; this rises to between 40 to 60% for infants who drink mostly mixed formula

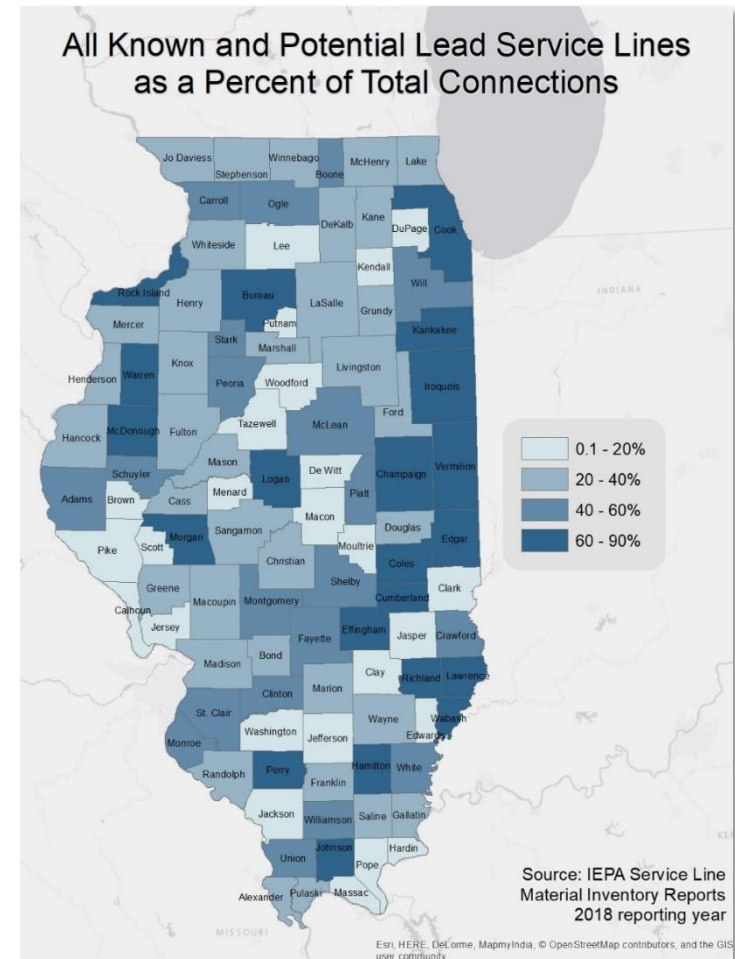
Sources of Lead in Drinking Water



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Scope of the problem in Illinois

- **Over 686,000 known lead service lines**
- **Over 1 million potential additional lead service lines**



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Lead Service Lines in Proviso Township

Community	Lead Service Lines	% Known Lead	% Potential
Bellwood (PWS)	4824	77.34%	77.34%
Berkeley (PWS)	462	24.80%	30.43%
Broadview (PWS)	151	5.12%	86.61%
Brookfield (PWS)	5671	88.55%	90.40%
Forest Park (PWS)	1867	54.40%	54.40%
Hillside (PWS)	580	23.48%	34.57%
La Grange Park (PWS)	3698	88.55%	88.55%
Maywood (PWS)	3730	59.82%	59.82%
Melrose Park (PWS)	2674	49.98%	49.98%
North Riverside (PWS)	1545	63.14%	63.14%
Northlake (PWS)	7	7.87%	7.87%
Stone Park (PWS)	8	16.00%	16.00%
Westchester (PWS)	3697	51.48%	51.48%
Western Springs (PWS)	341	7.47%	32.20%
TOTAL	29255	54.74%	62.27%

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A statewide solution: Lead service line replacement bill

- Establish a plan, funding, and timeline for Illinois water utilities to replace all lead service lines.
- Equitable, feasible process based on national best practices.
 - Identify unknown lead service lines.
 - Give those with more lead service lines more time to replace them.
 - Prioritize service line replacement at facilities used by high-risk populations, such as preschools and daycares.

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Provisions to ensure bill is equitable

- **Replace all, not some.** Bill would provide funding to cover the full cost of replacing every lead service line in Illinois.
- **Fair funding source.** All Illinois water users would pay a small fee on their water bills, but ...
- **Low-income protections.** By establishing the first Low-Income Water Assistance Plan in Illinois, income-eligible water users would receive water rate discounts.
- **Replacement plan.** Communities disproportionately affected by lead service lines should be receive funds first.
 - Focus on vulnerable populations.
 - Include rental, not just single-family homes, as well as commercial.
- **Job benefits.** Workforce equity provisions must ensure black and brown workers receive jobs generated by lead service line replacement.

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Benefits of Lead Service Line Replacement

- Over 20 years:
 - Up to **224,500 jobs** (11,225 jobs/year)
 - Up to **\$23 billion** in additional economic output (\$1.15 billion/year)
- **Save \$22,000 per line** in reduced cardiovascular deaths⁸⁷
- Prevent lead crisis
 - Legal fees
 - Bottled water
 - Broken trust

Diverse group of partners ready to support

- Metropolitan Planning Council
- Illinois Environmental Council and membership
- Prairie Rivers Council
- Chicago Black Water Council
- Chicago Environmental Justice Network

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Contact info

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Policy Manager

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312-863-6035

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AN ACT concerning safety.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 1. This Act may be referred to as the Lead Service Line Replacement and Notification Act.

Section 5. The Department of Commerce and Economic Opportunity Law of the Civil Administrative Code of Illinois is amended by adding Section 605-870 as follows:

(20 ILCS 605/605-870 new)

Sec. 605-870. Low-income water assistance policy and program.

(a) The Department shall by rule establish a comprehensive low-income water assistance policy and program that incorporates financial assistance and includes, but is not limited to, water efficiency or water quality projects, such as lead service line replacement, or other measures to ensure that residents have access to affordable and clean water. The policy and program shall not jeopardize the ability of public utilities, community water supplies, or other entities to receive just compensation for providing services. The resources applied in achieving the policy and program shall be coordinated and efficiently used through the integration of

public programs and through the targeting of assistance. The rule or rules shall be adopted within 180 days after receiving an appropriation for the program.

(b) Any person who is a resident of the State and whose household income is not greater than an amount determined annually by the Department may apply for assistance under this Section in accordance with rules adopted by the Department. In setting the annual eligibility level, the Department shall consider the amount of available funding and may not set a limit higher than 150% of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).

(c) Applicants who qualify for assistance under subsection (b) shall, subject to appropriation from the General Assembly and availability of funds by the Department, receive assistance as provided under this Section. The Department, upon receipt of moneys authorized under this Section for assistance, shall commit funds for each qualified applicant in an amount determined by the Department. In determining the amounts of assistance to be provided to or on behalf of a qualified applicant the Department shall ensure that the highest amounts of assistance go to households with the greatest water costs in relation to household income. The Department may consider factors such as water costs, household size, household income, and region of the State when

determining individual household benefits. In adopting rules for the administration of this Section, the Department shall ensure that a minimum of one-third of the funds for the program are available for benefits to eligible households with the lowest incomes and that elderly households, households with persons with disabilities, and households with children under 6 years of age are offered a priority application period.

(d) Application materials for the program shall be made available in multiple languages.

Section 10. The State Finance Act is amended by adding Section 5.938 as follows:

(30 ILCS 105/5.938 new)

Sec. 5.938. The Lead Service Line Replacement Fund.

Section 15. The Environmental Protection Act is amended by adding Section 17.12 as follows:

(415 ILCS 5/17.12 new)

Sec. 17.12. Lead service line replacement and notification.

(a) The purpose of this Act is to: (1) require the owners and operators of community water supplies to develop, implement, and maintain a comprehensive water service line material inventory and a comprehensive lead service line

replacement plan, provide notice to occupants of potentially affected buildings before any construction or repair work on water mains or lead service lines, and request access to potentially affected buildings before replacing lead service lines; and (2) prohibit partial lead service line replacements, except as authorized within this Section.

(b) The General Assembly finds and declares that:

(1) There is no safe level of exposure to heavy metal lead, as found by the United States Environmental Protection Agency and the Centers for Disease Control and Prevention.

(2) Lead service lines can convey this harmful substance to the drinking water supply.

(3) According to the Illinois Environmental Protection Agency's 2018 Service Line Material Inventory, the State of Illinois is estimated to have over 680,000 lead-based service lines still in operation.

(4) The true number of lead service lines is not fully known because Illinois lacks an adequate inventory of lead service lines.

(5) For the general health, safety and welfare of its residents, all lead service lines in Illinois should be disconnected from the drinking water supply, and the State's drinking water supply.

(c) In this Section:

"Advisory Board" means the Lead Service Line Replacement

Advisory Board created under subsection (x).

"Community water supply" has the meaning ascribed to it in Section 3.145 of this Act.

"Department" means the Department of Public Health.

"Emergency repair" means any unscheduled water main, water service, or water valve repair or replacement that results from failure or accident.

"Fund" means the Lead Service Line Replacement Fund created under subsection (bb).

"Lead service line" means a service line made of lead or service line connected to a lead pigtail, lead gooseneck, or other lead fitting.

"Material inventory" means a water service line material inventory developed by a community water supply under this Act.

"Noncommunity water supply" has the meaning ascribed to it in Section 3.145 of the Environmental Protection Act.

"NSF/ANSI Standard" means a water treatment standard developed by NSF International.

"Partial lead service line replacement" means replacement of only a portion of a lead service line.

"Potentially affected building" means any building that is provided water service through a service line that is either a lead service line or a suspected lead service line.

"Public water supply" has the meaning ascribed to it in Section 3.365 of this Act.

"Service line" means the piping, tubing, and necessary appurtenances acting as a conduit from the water main or source of potable water supply to the building plumbing at the first shut-off valve or 18 inches inside the building, whichever is shorter.

"Suspected lead service line" means a service line that a community water supply finds more likely than not to be made of lead after completing the requirements under paragraphs (2) through (5) of subsection (h).

"Small system" means a community water supply that regularly serves water to 3,300 or fewer persons.

(d) An owner or operator of a community water supply shall:

(1) develop an initial material inventory by April 15, 2022 and electronically submit by April 15, 2023 an updated material inventory electronically to the Agency; and

(2) deliver a complete material inventory to the Agency no later than April 15, 2024, or such time as required by federal law, whichever is sooner. The complete inventory shall report the composition of all service lines in the community water supply's distribution system.

(e) The Agency shall review and approve the final material inventory submitted to it under subsection (d).

(f) If a community water supply does not submit a complete inventory to the Agency by April 15, 2024 under paragraph (2)

of subsection (d), the community water supply may apply for an extension to the Agency no less than 3 months prior to the due date. The Agency shall develop criteria for granting material inventory extensions. When considering requests for extension, the Agency shall, at a minimum, consider:

(1) the number of service connections in a water supply; and

(2) the number of service lines of an unknown material composition.

(g) A material inventory prepared for a community water supply under subsection (d) shall identify:

(1) the total number of service lines connected to the community water supply's distribution system;

(2) the materials of construction of each service line connected to the community water supply's distribution system;

(3) the number of suspected lead service lines that were newly identified in the material inventory for the community water supply after the community water supply last submitted a service line inventory to the Agency; and

(4) the number of suspected or known lead service lines that were replaced after the community water supply last submitted a service line inventory to the Agency, and the material of the service line that replaced each lead service line.

When identifying the materials of construction under

paragraph (2) of this subsection, the owner or operator of the community water supply shall to the best of the owner's or operator's ability identify the type of construction material used on the customer's side of the curb box, meter, or other line of demarcation and the community water supply's side of the curb box, meter, or other line of demarcation.

(h) In completing a material inventory under subsection (d), the owner or operator of a community water supply shall:

(1) prioritize inspections of high-risk areas identified by the community water supply and inspections of high-risk facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics, and confirm service line materials in those areas and at those facilities;

(2) review historical documentation, such as construction logs or cards, as-built drawings, purchase orders, and subdivision plans, to determine service line material construction;

(3) when conducting distribution system maintenance, visually inspect service lines and document materials of construction;

(4) identify any time period when the service lines being connected to its distribution system were primarily lead service lines, if such a time period is known or suspected; and

(5) discuss service line repair and installation with

its employees, contractors, plumbers, other workers who worked on service lines connected to its distribution system, or all of the above.

(i) The owner or operator of each community water supply shall maintain records of persons who refuse to grant access to the interior of a building for purposes of identifying the materials of construction of a service line. If a community water supply has been denied access on the property or to the interior of a building for that reason, then the community water supply shall attempt to identify the service line as a suspected lead service line, unless documentation is provided showing otherwise.

(j) If a community water supply identifies a lead service line connected to a building, the owner or operator of the community water supply shall attempt to notify the owner of the building and all occupants of the building of the existence of the lead service line within 15 days after identifying the lead service line, or as soon as is reasonably possible thereafter. Individual written notice shall be given according to the provisions of subsection (jj).

(k) An owner or operator of a community water supply has no duty to include in the material inventory required under subsection (d) information about service lines that are physically disconnected from a water main in its distribution system.

(l) The owner or operator of each community water supply

shall post on its website a copy of the most recently submitted material inventory or alternatively may request that the Agency post a copy of that material inventory on the Agency's website.

(m) Nothing in this Section shall be construed to require service lines to be unearthed for the sole purpose of inventorying.

(n) When an owner or operator of a community water supply awards a contract under this Section, the owner or operator shall make a good faith effort to use contractors and vendors owned by minority persons, women, and persons with a disability, as those terms are defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, for not less than 20% of the total contracts, provided that:

(1) contracts representing at least 11% of the total projects shall be awarded to minority-owned businesses, as defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act;

(2) contracts representing at least 7% of the total projects shall be awarded to women-owned businesses, as defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act; and

(3) contracts representing at least 2% of the total projects shall be awarded to businesses owned by persons with a disability.

Owners or operators of a community water supply are encouraged to divide projects, whenever economically feasible, into contracts of smaller size that ensure small business contractors or vendors shall have the ability to qualify in the applicable bidding process, when determining the ability to deliver on a given contract based on scope and size, as a responsible and responsive bidder.

When a contractor or vendor submits a bid or letter of intent in response to a request for proposal or other bid submission, the contractor or vendor shall include with its responsive documents a utilization plan that shall address how compliance with applicable good faith requirements set forth in this subsection shall be addressed.

Under this subsection, "good faith effort" means a community water supply has taken all necessary steps to comply with the goals of this subsection by complying with the following:

(1) Soliciting through reasonable and available means the interest of a business, as defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, that have the capability to perform the work of the contract. The community water supply must solicit this interest within sufficient time to allow certified businesses to respond.

(2) Providing interested certified businesses with adequate information about the plans, specifications, and

requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(3) Meeting in good faith with interested certified businesses that have submitted bids.

(4) Effectively using the services of the State, minority or women community organizations, minority or women contractor groups, local, State, and federal minority or women business assistance offices, and other organizations to provide assistance in the recruitment and placement of certified businesses.

(5) Making efforts to use appropriate forums for purposes of advertising subcontracting opportunities suitable for certified businesses.

The diversity goals defined in this subsection can be met through direct award to diverse contractors and through the use of diverse subcontractors and diverse vendors to contracts.

(o) An owner or operator of a community water supply shall collect data necessary to ensure compliance with subsection (n) no less than semi-annually and shall include progress toward compliance of subsection (n) in the owner or operator's report required under subsection (t-5). The report must include data on vendor and employee diversity, including data on the owner's or operator's implementation of subsection (n).

(p) Every owner or operator of a community water supply

that has known or suspected lead service lines shall:

(1) create a plan to:

(A) replace each lead service line connected to its distribution system; and

(B) replace each galvanized service line connected to its distribution system, if the galvanized service line is or was connected downstream to lead piping; and

(2) electronically submit, by April 15, 2024 its initial lead service line replacement plan to the Agency;

(3) electronically submit by April 15 of each year after 2024 until April 15, 2027 an updated lead service line replacement plan to the Agency for review; the updated replacement plan shall account for changes in the number of lead service lines or unknown service lines in the material inventory described in subsection (d);

(4) electronically submit by April 15, 2027 a complete and final replacement plan to the Agency for approval; the complete and final replacement plan shall account for all known and suspected lead service lines documented in the final material inventory described under paragraph (3) of subsection (d); and

(5) post on its website a copy of the plan most recently submitted to the Agency or may request that the Agency post a copy of that plan on the Agency's website.

(g) Each plan required under paragraph (1) of subsection

(p) shall include the following:

(1) the name and identification number of the community water supply;

(2) the total number of service lines connected to the distribution system of the community water supply;

(3) the total number of suspected lead service lines connected to the distribution system of the community water supply;

(4) the total number of known lead service lines connected to the distribution system of the community water supply;

(5) the total number of lead service lines connected to the distribution system of the community water supply that have been replaced each year beginning in 2020;

(6) a proposed lead service line replacement schedule that includes one-year, 5-year, 10-year, 15-year, 20-year, 25-year, and 30-year goals;

(7) an analysis of costs and financing options for replacing the lead service lines connected to the community water supply's distribution system, which shall include, but shall not be limited to:

(A) a detailed accounting of costs associated with replacing lead service lines and galvanized lines that are or were connected downstream to lead piping;

(B) measures to address affordability and prevent service shut-offs for customers or ratepayers; and

(C) consideration of different scenarios for structuring payments between the utility and its customers over time; and

(8) a plan for prioritizing high-risk facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics, as well as high-risk areas identified by the community water supply;

(9) a map of the areas where lead service lines are expected to be found and the sequence with which those areas will be inventoried and lead service lines replaced;

(10) measures for how the community water supply will inform the public of the plan and provide opportunity for public comment; and

(11) measures to encourage diversity in hiring in the workforce required to implement the plan as identified under subsection (n).

(r) The Agency shall review final plans submitted to it under subsection (p). The Agency shall approve a final plan if the final plan includes all of the elements set forth under subsection (q) and the Agency determines that:

(1) the proposed lead service line replacement schedule set forth in the plan aligns with the timeline requirements set forth under subsection (v);

(2) the plan prioritizes the replacement of lead service lines that provide water service to high-risk

facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics, and high-risk areas identified by the community water supply;

(3) the plan includes analysis of cost and financing options; and

(4) the plan provides documentation of public review.

(s) An owner or operator of a community water supply has no duty to include in the plans required under subsection (p) information about service lines that are physically disconnected from a water main in its distribution system.

(t) If a community water supply does not deliver a complete plan to the Agency by April 15, 2027, the community water supply may apply to the Agency for an extension no less than 3 months prior to the due date. The Agency shall develop criteria for granting plan extensions. When considering requests for extension, the Agency shall, at a minimum, consider:

(1) the number of service connections in a water supply; and

(2) the number of service lines of an unknown material composition.

(t-5) After the Agency has approved the final replacement plan described in subsection (p), the owner or operator of a community water supply shall submit a report detailing progress toward plan goals to the Agency for its review. The

report shall be submitted annually for the first 10 years, and every 3 years thereafter until all lead service lines have been replaced. Reports under this subsection shall be published in the same manner described in subsection (l). The report shall include at least the following information as it pertains to the preceding reporting period:

(1) The number of lead service lines replaced and the average cost of lead service line replacement.

(2) Progress toward meeting hiring requirements as described in subsection (n) and subsection (o).

(3) The percent of customers electing a waiver offered, as described in subsections (ii) and (jj), among those customers receiving a request or notification to perform a lead service line replacement.

(4) The method or methods used by the community water supply to finance lead service line replacement.

(u) Notwithstanding any other provision of law, in order to provide for costs associated with lead service line remediation and replacement, the corporate authorities of a municipality may, by ordinance or resolution by the corporate authorities, exercise authority provided in Section 27-5 et seq. of the Property Tax Code and Sections 8-3-1, 8-11-1, 8-11-5, 8-11-6, 9-1-1 et seq., 9-3-1 et seq., 9-4-1 et seq., 11-131-1, and 11-150-1 of the Illinois Municipal Code. Taxes levied for this purpose shall be in addition to taxes for general purposes authorized under Section 8-3-1 of the

Illinois Municipal Code and shall be included in the taxing district's aggregate extension for the purposes of Division 5 of Article 18 of the Property Tax Code.

(v) Every owner or operator of a community water supply shall replace all known lead service lines, subject to the requirements of subsection (ff), according to the following replacement rates and timelines to be calculated from the date of submission of the final replacement plan to the Agency:

(1) A community water supply reporting 1,200 or fewer lead service lines in its final inventory and replacement plan shall replace all lead service lines, at an annual rate of no less than 7% of the amount described in the final inventory, with a timeline of up to 15 years for completion.

(2) A community water supply reporting more than 1,200 but fewer than 5,000 lead service lines in its final inventory and replacement plan shall replace all lead service lines, at an annual rate of no less than 6% of the amount described in the final inventory, with a timeline of up to 17 years for completion.

(3) A community water supply reporting more than 4,999 but fewer than 10,000 lead service lines in its final inventory and replacement plan shall replace all lead service lines, at an annual rate of no less than 5% of the amount described in the final inventory, with a timeline of up to 20 years for completion.

(4) A community water supply reporting more than 9,999 but fewer than 99,999 lead service lines in its final inventory and replacement plan shall replace all lead service lines, at an annual rate of no less than 3% of the amount described in the final inventory, with a timeline of up to 34 years for completion.

(5) A community water supply reporting more than 99,999 lead service lines in its final inventory and replacement plan shall replace all lead service lines, at an annual rate of no less than 2% of the amount described in the final inventory, with a timeline of up to 50 years for completion.

(w) A community water supply may apply to the Agency for an extension to the replacement timelines described in paragraphs (1) through (5) of subsection (v). The Agency shall develop criteria for granting replacement timeline extensions. When considering requests for timeline extensions, the Agency shall, at a minimum, consider:

(1) the number of service connections in a water supply; and

(2) unusual circumstances creating hardship for a community.

The Agency may grant one extension of additional time equal to not more than 20% of the original replacement timeline, except in situations of extreme hardship in which the Agency may consider a second additional extension equal to

not more than 10% of the original replacement timeline.

Replacement rates and timelines shall be calculated from the date of submission of the final plan to the Agency.

(x) The Lead Service Line Replacement Advisory Board is created within the Agency. The Advisory Board shall convene within 120 days after the effective date of this amendatory Act of the 102nd General Assembly.

The Advisory Board shall consist of at least 28 voting members, as follows:

(1) the Director of the Agency, or his or her designee, who shall serve as chairperson;

(2) the Director of Revenue, or his or her designee;

(3) the Director of Public Health, or his or her designee;

(4) fifteen members appointed by the Agency as follows:

(A) one member representing a statewide organization of municipalities as authorized by Section 1-8-1 of the Illinois Municipal Code;

(B) two members who are mayors representing municipalities located in any county south of the southernmost county represented by one of the 10 largest municipalities in Illinois by population, or their respective designees;

(C) two members who are representatives from public health advocacy groups;

(D) two members who are representatives from publicly-owned water utilities;

(E) one member who is a representative from a public utility as defined under Section 3-105 of the Public Utilities Act that provides water service in the State of Illinois;

(F) one member who is a research professional employed at an Illinois academic institution and specializing in water infrastructure research;

(G) two members who are representatives from nonprofit civic organizations;

(H) one member who is a representative from a statewide organization representing environmental organizations;

(I) two members who are representatives from organized labor; and

(J) one member representing an environmental justice organization; and

(5) ten members who are the mayors of the 10 largest municipalities in Illinois by population, or their respective designees.

No less than 10 of the 28 voting members shall be persons of color, and no less than 3 shall represent communities defined or self-identified as environmental justice communities.

Advisory Board members shall serve without compensation,

but may be reimbursed for necessary expenses incurred in the performance of their duties from funds appropriated for that purpose. The Agency shall provide administrative support to the Advisory Board.

The Advisory Board shall meet no less than once every 6 months.

(y) The Advisory Board shall have, at a minimum, the following duties:

(1) advising the Agency on best practices in lead service line replacement;

(2) reviewing the progress of community water supplies toward lead service line replacement goals;

(3) advising the Agency on other matters related to the administration of the provisions of this Section;

(4) advising the Agency on the integration of existing lead service line replacement plans with any statewide plan; and

(5) providing technical support and practical expertise in general.

(z) Within 18 months after the effective date of this amendatory Act of the 102nd General Assembly, the Advisory Board shall deliver a report of its recommendations to the Governor and the General Assembly concerning opportunities for dedicated, long-term revenue options for funding lead service line replacement. In submitting recommendations, the Advisory Board shall consider, at a minimum, the following:

(1) the sufficiency of various revenue sources to adequately fund replacement of all lead service lines in Illinois;

(2) the financial burden, if any, on households falling below 150% of the federal poverty limit;

(3) revenue options that guarantee low-income households are protected from rate increases;

(4) an assessment of the ability of community water supplies to assess and collect revenue;

(5) variations in financial resources among individual households within a service area; and

(6) the protection of low-income households from rate increases.

(aa) Within 10 years after the effective date of this amendatory Act of the 102nd General Assembly, the Advisory Board shall prepare and deliver a report to the Governor and General Assembly concerning the status of all lead service line replacement within the State.

(bb) The Lead Service Line Replacement Fund is created as a special fund in the State treasury to be used by the Agency for the purposes provided under this Section. The Fund shall be used exclusively to finance and administer programs and activities specified under this Section and listed under this subsection.

The objective of the Fund is to finance activities associated with identifying and replacing lead service lines,

build Agency capacity to oversee the provisions of this Section, and provide related assistance for the activities listed under this subsection.

The Agency shall be responsible for the administration of the Fund and shall allocate moneys on the basis of priorities established by the Agency through administrative rule. On July 1, 2022 and on July 1 of each year thereafter, the Agency shall determine the available amount of resources in the Fund that can be allocated to the activities identified under this Section and shall allocate the moneys accordingly.

Notwithstanding any other law to the contrary, the Lead Service Line Replacement Fund is not subject to sweeps, administrative charge-backs, or any other fiscal maneuver that would in any way transfer any amounts from the Lead Service Line Replacement Fund into any other fund of the State.

(cc) Within one year after the effective date of this amendatory Act of the 102 General Assembly, the Agency shall design rules for a program for the purpose of administering lead service line replacement funds. The rules must, at minimum, contain:

(1) the process by which community water supplies may apply for funding; and

(2) the criteria for determining unit of local government eligibility and prioritization for funding, including the prevalence of low-income households, as measured by median household income, the prevalence of

lead service lines, and the prevalence of water samples that demonstrate elevated levels of lead.

(dd) Funding under subsection (cc) shall be available for costs directly attributable to the planning, design, or construction directly related to the replacement of lead service lines and restoration of property.

Funding shall not be used for the general operating expenses of a municipality or community water supply.

(ee) An owner or operator of any community water supply receiving grant funding under subsection (cc) shall bear the entire expense of full lead service line replacement for all lead service lines in the scope of the grant.

(ff) When replacing a lead service line, the owner or operator of the community water supply shall replace the service line in its entirety, including, but not limited to, any portion of the service line (i) running on private property and (ii) within the building's plumbing at the first shut-off valve. Partial lead service line replacements are expressly prohibited. Exceptions shall be made under the following circumstances:

(1) In the event of an emergency repair that affects a lead service line or a suspected lead service line, a community water supply must contact the building owner to begin the process of replacing the entire service line. If the building owner is not able to be contacted or the building owner or occupant refuses to grant access and

permission to replace the entire service line at the time of the emergency repair, then the community water supply may perform a partial lead service line replacement. Where an emergency repair on a service line constructed of lead or galvanized steel pipe results in a partial service line replacement, the water supply responsible for commencing the repair shall perform the following:

(A) Notify the building's owner or operator and the resident or residents served by the lead service line in writing that a repair has been completed. The notification shall include, at a minimum:

(i) a warning that the work may result in sediment, possibly containing lead, in the buildings water supply system;

(ii) information concerning practices for preventing the consumption of any lead in drinking water, including a recommendation to flush water distribution pipe during and after the completion of the repair or replacement work and to clean faucet aerator screens; and

(iii) information regarding the dangers of lead to young children and pregnant women.

(B) Provide filters for at least one fixture supplying potable water for consumption. The filter must be certified by an accredited third-party certification body to NSF/ANSI 53 and NSF/ANSI 42 for

the reduction of lead and particulate. The filter must be provided until such time that the remaining portions of the service line have been replaced with a material approved by the Department or a waiver has been issued under subsection (ii).

(C) Replace the remaining portion of the lead service line within 30 days of the repair, or 120 days in the event of weather or other circumstances beyond reasonable control that prohibits construction. If a complete lead service line replacement cannot be made within the required period, the community water supply responsible for commencing the repair shall notify the Department in writing, at a minimum, of the following within 24 hours of the repair:

(i) an explanation of why it is not feasible to replace the remaining portion of the lead service line within the allotted time; and

(ii) a timeline for when the remaining portion of the lead service line will be replaced.

(D) If complete repair of a lead service line cannot be completed due to denial by the property owner, the community water supply commencing the repair shall request the affected property owner to sign a waiver developed by the Department. If a property owner of a nonresidential building or residence operating as rental properties denies a

complete lead service line replacement, the property owner shall be responsible for installing and maintaining point-of-use filters certified by an accredited third-party certification body to NSF/ANSI 53 and NSF/ANSI 42 for the reduction of lead and particulate at all fixtures intended to supply water for the purposes of drinking, food preparation, or making baby formula. The filters shall continue to be supplied by the property owner until such time that the property owner has affected the remaining portions of the lead service line to be replaced.

(E) Document any remaining lead service line, including a portion on the private side of the property, in the community water supply's distribution system materials inventory required under subsection (d).

For the purposes of this paragraph (1), written notice shall be provided in the method and according to the provisions of subsection (jj).

(2) Lead service lines that are physically disconnected from the distribution system are exempt from this subsection.

(gg) Except as provided in subsection (hh), on and after January 1, 2022, when the owner or operator of a community water supply replaces a water main, the community water supply shall identify all lead service lines connected to the water

main and shall replace the lead service lines by:

(1) identifying the material or materials of each lead service line connected to the water main, including, but not limited to, any portion of the service line (i) running on private property and (ii) within the building plumbing at the first shut-off valve or 18 inches inside the building, whichever is shorter;

(2) in conjunction with replacement of the water main, replacing any and all portions of each lead service line connected to the water main that are composed of lead; and

(3) if a property owner or customer refuses to grant access to the property, following prescribed notice provisions as outlined in subsection (ff).

If an owner of a potentially affected building intends to replace a portion of a lead service line or a galvanized service line and the galvanized service line is or was connected downstream to lead piping, then the owner of the potentially affected building shall provide the owner or operator of the community water supply with notice at least 45 days before commencing the work. In the case of an emergency repair, the owner of the potentially affected building must provide filters for each kitchen area that are certified by an accredited third-party certification body to NSF/ANSI 53 and NSF/ANSI 42 for the reduction of lead and particulate. If the owner of the potentially affected building notifies the owner or operator of the community water supply that replacement of

a portion of the lead service line after the emergency repair is completed, then the owner or operator of the community water supply shall replace the remainder of the lead service line within 30 days after completion of the emergency repair. A community water supply may take up to 120 days if necessary due to weather conditions. If a replacement takes longer than 30 days, filters provided by the owner of the potentially affected building must be replaced in accordance with the manufacturer's recommendations. Partial lead service line replacements by the owners of potentially affected buildings are otherwise prohibited.

(hh) For municipalities with a population in excess of 1,000,000 inhabitants, the requirements of subsection (gg) shall commence on January 1, 2023.

(ii) At least 45 days before conducting planned lead service line replacement, the owner or operator of a community water supply shall, by mail, attempt to contact the owner of the potentially affected building serviced by the lead service line to request access to the building and permission to replace the lead service line in accordance with the lead service line replacement plan. If the owner of the potentially affected building does not respond to the request within 15 days after the request is sent, the owner or operator of the community water supply shall attempt to post the request on the entrance of the potentially affected building.

If the owner or operator of a community water supply is

unable to obtain approval to access and replace a lead service line, the owner or operator of the community water supply shall request that the owner of the potentially affected building sign a waiver. The waiver shall be developed by the Department and should be made available in the owner's language. If the owner of the potentially affected building refuses to sign the waiver or fails to respond to the community water supply after the community water supply has complied with this subsection, then the community water supply shall notify the Department in writing within 15 working days.

(jj) When replacing a lead service line or repairing or replacing water mains with lead service lines or partial lead service lines attached to them, the owner or operator of a community water supply shall provide the owner of each potentially affected building that is serviced by the affected lead service lines or partial lead service lines, as well as the occupants of those buildings, with an individual written notice. The notice shall be delivered by mail or posted at the primary entranceway of the building. The notice may, in addition, be electronically mailed. Written notice shall include, at a minimum, the following:

(1) a warning that the work may result in sediment, possibly containing lead from the service line, in the building's water;

(2) information concerning the best practices for preventing exposure to or risk of consumption of lead in

drinking water, including a recommendation to flush water lines during and after the completion of the repair or replacement work and to clean faucet aerator screens; and
(3) information regarding the dangers of lead exposure to young children and pregnant women.

When the individual written notice described in the first paragraph of this subsection is required as a result of planned work other than the repair or replacement of a water meter, the owner or operator of the community water supply shall provide the notice not less than 14 days before work begins. When the individual written notice described in the first paragraph of this subsection is required as a result of emergency repairs other than the repair or replacement of a water meter, the owner or operator of the community water supply shall provide the notice at the time the work is initiated. When the individual written notice described in the first paragraph of this subsection is required as a result of the repair or replacement of a water meter, the owner or operator of the community water supply shall provide the notice at the time the work is initiated.

The notifications required under this subsection must contain the following statement in the Spanish, Polish, Chinese, Tagalog, Arabic, Korean, German, Urdu, and Gujarati: "This notice contains important information about your water service and may affect your rights. We encourage you to have this notice translated in full into a language you understand

and before you make any decisions that may be required under this notice."

An owner or operator of a community water supply that is required under this subsection to provide an individual written notice to the owner and occupant of a potentially affected building that is a multi-dwelling building may satisfy that requirement and the requirements of this subsection regarding notification to non-English speaking customers by posting the required notice on the primary entranceway of the building and at the location where the occupant's mail is delivered as reasonably as possible.

When this subsection would require the owner or operator of a community water supply to provide an individual written notice to the entire community served by the community water supply or would require the owner or operator of a community water supply to provide individual written notices as a result of emergency repairs or when the community water supply that is required to comply with this subsection is a small system, the owner or operator of the community water supply may provide the required notice through local media outlets, social media, or other similar means in lieu of providing the individual written notices otherwise required under this subsection.

No notifications are required under this subsection for work performed on water mains that are used to transmit treated water between community water supplies and properties

that have no service connections.

(kk) No community water supply that sells water to any wholesale or retail consecutive community water supply may pass on any costs associated with compliance with this Section to consecutive systems.

(ll) To the extent allowed by law, when a community water supply replaces or installs a lead service line in a public right-of-way or enters into an agreement with a private contractor for replacement or installation of a lead service line, the community water supply shall be held harmless for all damage to property when replacing or installing the lead service line. If dangers are encountered that prevent the replacement of the lead service line, the community water supply shall notify the Department within 15 working days of why the replacement of the lead service line could not be accomplished.

(mm) The Agency may propose to the Board, and the Board may adopt, any rules necessary to implement and administer this Section. The Department may adopt rules necessary to address lead service lines attached to noncommunity water supplies.

(nn) Notwithstanding any other provision in this Section, no requirement in this Section shall be construed as being less stringent than existing applicable federal requirements.

(oo) All lead service line replacements financed in whole or in part with funds obtained under this Section shall be considered public works for purposes of the Prevailing Wage

Public Act 102-0613

HB3739 Enrolled

LRB102 14540 CPF 19893 b

Act.

(415 ILCS 5/17.11 rep.)

Section 20. The Environmental Protection Act is amended by
repealing Section 17.11.

VILLAGE OF MAYWOOD, ILLINOIS

RESOLUTION TO TAKE DIRECT ACTION TO MITIGATE EXPOSURE TO LEAD IN DRINKING WATER

WHEREAS, every resident of Maywood deserves consistent access to dependably clean, safe, affordable drinking water; and,

WHEREAS, the Maywood Village Water Department maintains a safe and reliable potable water system that is, and continues to be, a clean source of water; and,

WHEREAS, service lines connect homes to the village's water distribution system; and,

WHEREAS, according to numbers reported to the Illinois Environmental Protection Agency, the Village of Maywood to have at least 3,730 lead-based service lines and 2,000 copper service lines with lead solder still in operation; and,

WHEREAS, the true number of lead service lines is not fully known as the only method that ensures certainty is to conduct excavations; and,

WHEREAS, there is no safe level of exposure to the heavy metal lead, as found by the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention; and,

WHEREAS, lead in drinking water is a substantial public health and environmental justice threat; and,

WHEREAS, children under the age of 6 are especially susceptible to the health effects of lead exposure, which as a potent neurotoxin can lead to lifelong intellectual, emotional, and behavioral consequences including decreased IQ, hyperactivity, hearing problems, stunted growth and learning disabilities; and,

WHEREAS, adults are also vulnerable to lead exposure, which can cause increased risk of heart attack and organ failure; and,

WHEREAS, the exposure of pregnant women to lead can cause a fetus's prenatal exposure to lead, which can result in stillbirth, miscarriage, and developmental delays; and,

WHEREAS, the costs related to this public health threat accrues to society, including but not limited to healthcare costs, increased education costs, and lost productivity,

WHEREAS, lead-based plumbing, including service lines, can convey this harmful substance into the drinking water supply; and,

WHEREAS, the largest opportunity to reduce the risk of exposure to lead in drinking water is to remove the lead service line that brings water to your home from the water main in the street; and,

WHEREAS, the U.S. Environmental Protection Agency found that partial lead service line replacement releases high levels of lead into the water supply of affected homes; and,

WHEREAS, full lead service line replacement, wherein the entire line is replaced from main to house hookup, entails costs which are unaffordable to many of the village's low-income residents; and,

WHEREAS, residents who are exposed to multiple sources of lead are at higher risk of lead exposure and frequently have access to fewer resources to mitigate the impacts of lead, according to the Centers for Disease Control and Prevention and Environmental Defense Fund; and,

WHEREAS, when making decisions and setting priorities regarding the identification, planning, and implementation of lead service line replacement programs in underserved communities, the input and inclusion of impacted residents and community organizations must be meaningfully included; and,

WHEREAS, Environmental Defense Fund reports 108 communities have publicly set a goal of eliminating lead service lines, with multiple states committing to lead service line replacement; and,

WHEREAS, the Village of Maywood believes that the provision of clean, lead free drinking water to its residents is a public purpose beneficial to the village as a whole and any benefit to any private land owner in accomplishing this purpose is incidental and subordinate to this primary public and governmental purpose;

BE IT RESOLVED, that the Village of Maywood will take direct action to mitigate exposure to lead in drinking water; and,

BE IT FURTHER RESOLVED that the Village of Maywood shall support state legislation consistent with lead service line replacement, including expressing that support to members of the Illinois General Assembly, Illinois Municipal League the West Municipal Conference, and other representative bodies of which the village is a member.



Village of
Maywood
Illinois

Village President

Nathaniel George Booker

Village Clerk

Gwaine Dianne Williams

Trustees

Antonio Sanchez

Melvin L. Lightford Sr

Shabaun Reyes Plummer

Aaron Peppers

Miguel Jones

Isiah Brandon

Village Manager

Chasity Wells-Armstrong

Village Hall

40 Madison Street

Maywood, IL 60153

Phone: 450.6300

Date

Property Owner

Address

Town, IL Zip

Re: Cook County Treasurer's Office 2018 Annual Tax Sale

Dear Property Owner,

The residents, property owners and local businesses are the main priority of the Village of Maywood elected officials, department heads and employees. In addition to the general health of all of us, the Board of Trustees and the administration are also concerned about the financial well-being of all residents and property owners.

One main indication of the financial well-being of the entire Village is the collection of property taxes. A family losing their home because of one or more delinquent property tax payments is a loss to the entire Village of Maywood; and that is the purpose of this letter and enclosures.

The Office of the Cook County Treasurer announced that the 2018 Annual Tax Sale for unpaid property taxes will resume November 8, 2021. The Treasurer's Office has published a list of properties in Maywood with delinquent taxes. Included on that list is the following property:

Address:

Property Index Number (PIN):

Tax Year: 2018

Taxpayer of Record:

For more information about delinquent taxes on this property and the 2018 Annual Tax Sale, contact the Cook County Treasurer's Office website ([Cook County Treasurer's Office - Chicago, Illinois](#)), or by telephone at (312-443-5100).

To obtain an estimate of the Cost of Redemption or other Delinquent Tax Bills, contact the Cook County Clerk, ([Estimate of Redemption | Cook County Clerk's Office](#) ([cookcountyclerk.il.gov](#)); telephone (312-603-5656).

For assistance contacting either the Cook County Treasurer's Office or the Office of the Cook County Clerk, please call the Village of Maywood Clerk's Office (708-450-6360).

Respectfully yours,

Nathaniel George Booker

Mayor and President of the Village of Maywood

COMMUNITY MEETING OPEN TO SENIORS

Attention Seniors! Please join Clerk Williams at Senior Club
SENIORS! IF YOU NEED TAX EXEMPTION ASSISTANCE, GET ON SITE AIDE
 Wednesday, September 8, 2021 @ 1pm
 Maywood Park District (921 S. 9th Ave)



Moving Maywood Forward Together | Mayor Nathaniel George Booker | nbooker@maywood-il.org

COMMUNITY MEETING OPEN TO ALL

Let's Talk About Property Tax Exemptions
 Wednesday, September 8, 2021 @ 6pm



**COOK COUNTY
GOVERNMENT**



Homeowner



Returning
Veterans



Senior Freeze



Disabled
Veterans



Senior



Long-Term
Homeowner



Disabilities



Home
Improvement



Village of Maywood
Clerk Gwaine Dianne Williams

Learn About Exemptions That May Not Be On Your Bill
 Join Us At The Village Chambers @ 125 S 5th Ave

TAX CALCULATOR	
2019 Assessed Value	9,877
2020 Property Value	145,010
2020 Assessment Level	X 10%
2020 Assessed Value	14,501
2020 State Equalizer	X 3.2234
2020 Equalized Assessed Value (EAV)	46,743
2020 Local Tax Rate	X 17.098%
2020 Total Tax Before Exemptions	7,992.12
2020 Total Tax After Exemptions	6,282.32
First Installment	2,240.49
Second Installment +	4,041.83
Total 2020 Tax (Payable in 2021)	6,282.32

Maywood is the 2nd
 highest community out
 of 134 in Cook County
 that has received these
 sharp increases. Make
 sure you have received
 your exemptions



Cook County
Clerk Karen Yarbrough

Moving Maywood Forward Together | Mayor Nathaniel George Booker | nbooker@maywood-il.org



Let's Talk About Property Taxes

Monday, September 13, 2021 @ 6pm

Village Chambers 125 S. 5th Ave

TAX CALCULATOR				TAX CALCULATOR			
2018 Assessed Value	9,877	2019 Total Tax Before Exemptions	6,240.31	2019 Assessed Value	9,877	2020 Total Tax Before Exemptions	7,992.12
2019 Property Value	98,770	Homeowner's Exemption	-2,166.70	2020 Property Value	145,010	Homeowner's Exemption	-1,709.80
2019 Assessment Level	X 10%	Senior Citizen Exemption	.00	2020 Assessment Level	X 10%	Senior Citizen Exemption	.00
2019 Assessed Value	9,877	Senior Freeze Exemption	.00	2020 Assessed Value	14,501	Senior Freeze Exemption	.00
2019 State Equalizer	X 2.9160			2020 State Equalizer	X 3.2234		
2019 Equalized Assessed Value (EAV)	28,801	2019 Total Tax After Exemptions	4,073.61	2020 Equalized Assessed Value (EAV)	46,743	2020 Total Tax After Exemptions	6,282.32
2019 Local Tax Rate	X 21.667%	First Installment	2,177.70	2020 Local Tax Rate	X 17.098%	First Installment	2,240.49
2019 Total Tax Before Exemptions	6,240.31	Second Installment +	1,895.91	2020 Total Tax Before Exemptions	7,992.12	Second Installment +	4,041.83
		Total 2019 Tax (Payable in 2020)	4,073.61			Total 2020 Tax (Payable in 2021)	6,282.32

This is the same property here in Maywood 2019 vs 2020 tax bill!

For Many Residents:

- ✓ Property Values Have Skyrocketed
- ✓ Exemptions Haven't Been Applied
- ✓ Residential Property Tax Totals Have Increase \$2K+

Maywood is the 2nd highest community out of 134 in Cook County that have received these sharp increases. Come hear from Cook County Elected Officials, because we deserve answers!



**Cook County Assessor
Fritz Kaegi**



**COOK COUNTY
GOVERNMENT**



**Cook County Board of Review
Commissioner Larry Rogers Jr.**



Village of
Maywood
Illinois

October 1, 2021

Village President

Nathaniel George Booker

Village Clerk

Gwaine Dianne Williams

Trustees

Antonio Sanchez

Melvin L. Lightford Sr

Shabaun Reyes Plummer

Aaron Peppers

Miguel Jones

Isiah Brandon

Village Manager

Chasity Wells-Armstrong

Village Hall

40 Madison Street

Maywood, IL 60153

Phone: 450.6300

Dear Village Board of Trustees,

Pastors of Christian Unity Church and Maywood residents, Jerry & Annette Barker are requesting to use the 200-building gym on Thanksgiving Day for their annual Thanksgiving Dinner and Coat Drive Giveaway. For 14 years the church has provided this experience to the Maywood residents. In the past the Maywood Park District has hosted the event. Mr. Langworthy who partnered on the initiative with the park district passed away and the park district is no longer a viable location to host.

The church is requesting to be able to use the facilities with waived fees and partnering with the village to promote it as a community collaborative event. They would like to setup the afternoon of the 24th and be on site from 9am – 3pm on Thanksgiving Day.

They are requesting to work with staff and the village board to create a successful experience that can be an annual event. Please see attached information.

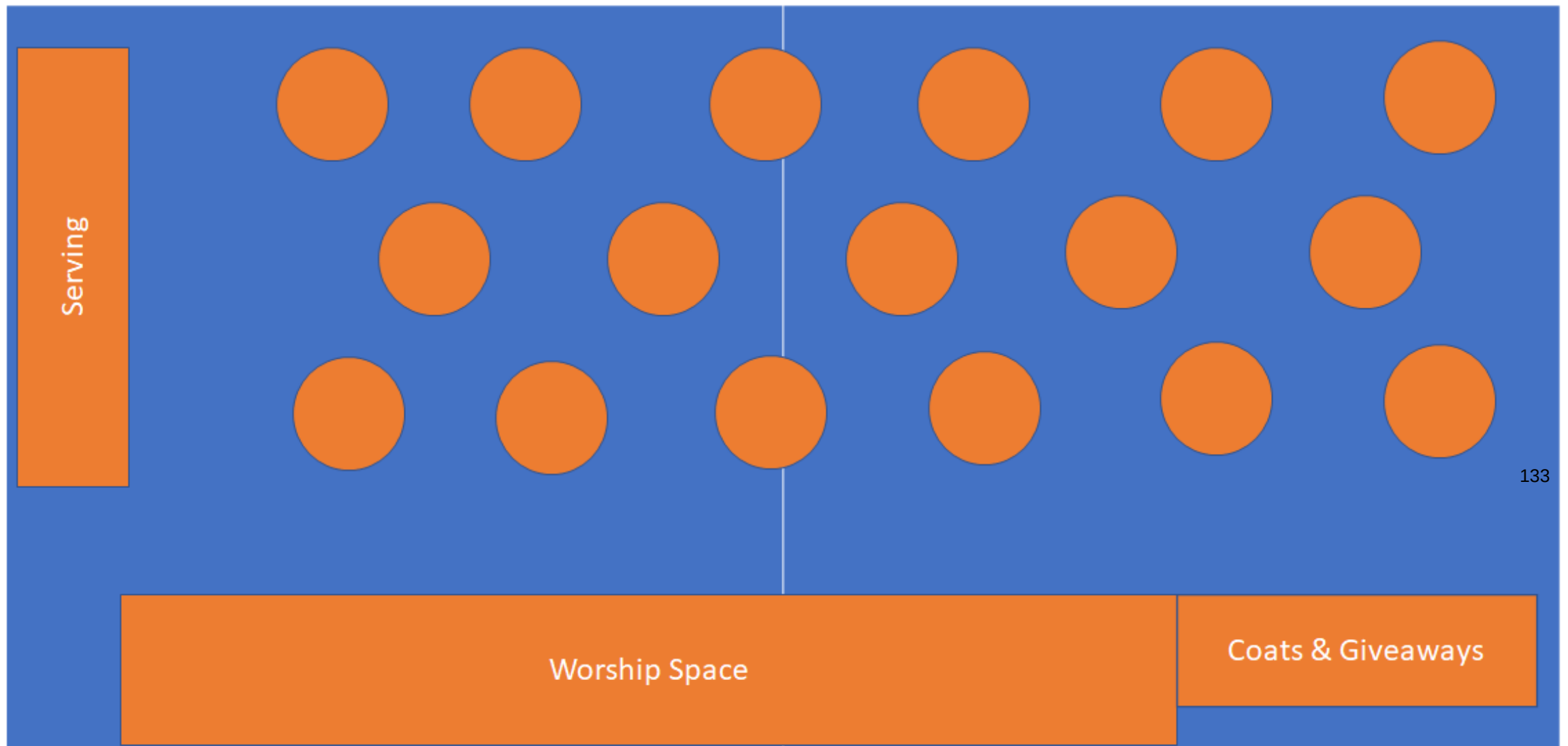
Warmest Regards,

Nathaniel George Booker

Mayor Nathaniel Goerge Booker







November 24th

- Setup and Decorate
- Leave over coats and giveaways

November 25th

9am – Arrival

11am – 12pm – Worship Service

12pm – 1pm – Eat

1pm – 2pm Giveaways

3pm – Doors Locked at 3pm

NLCU Office Hour

The Fundamentals of Budgeting with ARPA

134



Government Finance Officers Association

AMERICAN RESCUE PLAN ACT

\$350 Coronavirus State & Local Fiscal Recovery Fund

General Rules

- **Covered period:**
 - March 3, 2021 - December 31, 2024
- Costs must be:
- Obligated by December 31, 2024
- Expended by December 31, 2026

Restrictions

- Pension deposits
- Non-Federal Match for other Federal Programs
- Generally may not use funds directly to service debt, satisfy a judgment or settlement, or contribute to a “rainy day” fund.

One Hundred Seventeenth Congress
of the
United States of America

AT THE FIRST SESSION

*Began and held at the City of Washington on Sunday,
the third day of January, two thousand and twenty-one*

An Act

135

To provide for reconciliation pursuant to title II of S. Con. Res. 5.

*Be it enacted by the Senate and House of Representatives of
the United States of America in Congress assembled,*

SECTION 1. SHORT TITLE.

This Act may be cited as the “American Rescue Plan Act of 2021”.

SEC. 2. TABLE OF CONTENTS.

The table of contents for this Act is as follows:

Sec. 1. Short title.

Sec. 2. Table of contents.

TITLE I—COMMITTEE ON AGRICULTURE, NUTRITION, AND FORESTRY

Subtitle A—Agriculture

Sec. 1001. Food supply chain and agriculture pandemic response.

Sec. 1002. Emergency rural development grants for rural health care.

Sec. 1003. Pandemic program administration funds.

Sec. 1004. Funding for the USDA Office of Inspector General for oversight of COVID-19-related programs.

Sec. 1005. Farm loan assistance for socially disadvantaged farmers and ranchers.

Sec. 1006. USDA assistance and support for socially disadvantaged farmers, ranchers, forest land owners and operators, and groups.

Sec. 1007. Use of the Commodity Credit Corporation for commodities and associated expenses.

Subtitle B—Nutrition

Sec. 1101. Supplemental nutrition assistance program.

Sec. 1102. Additional assistance for SNAP online purchasing and technology improvements.

Sec. 1103. Additional funding for nutrition assistance programs.

Sec. 1104. Commodity supplemental food program.

Sec. 1105. Improvements to WIC benefits.

Sec. 1106. WIC program modernization.

Sec. 1107. Meals and supplements reimbursements for individuals who have not attained the age of 25.

Sec. 1108. Pandemic EBT program.

TITLE II—COMMITTEE ON HEALTH, EDUCATION, LABOR, AND PENSIONS

Subtitle A—Education Matters



USE OF FUNDS

- A. Public Health & Economic Impacts
- B. Premium pay for eligible workers
- C. Government services to the extent of revenue loss
- D. Investments in water, sewer and broadband infrastructure

A. Public Health and Economic Impacts

Eligible Uses	Summary
Containing/Mitigating Covid-19	• Vaccine programs, PPE, medical expenses • Enhancing public health data systems • Capital investments in public facilities to meet pandemic operational needs etc.
Behavioral Healthcare Needs	• Mental health/substance abuse treatment, crisis intervention/hotlines, services to promote access to social services etc.
Payroll/Benefits for: Public health/safety Human services Similar employees	• Eligible to the extent that the work completed was for COVID-19 response/mitigation. • Payroll and covered benefits can also be used for an employee's pension benefits as part of their payroll contribution to their pensions.

A. Public Health and Economic Impacts

Eligible Uses	Summary
Impacted Industries (Tourism/Travel/Hospitality etc.)	Implement COVID-19 mitigation/prevention measures to enable safe resumption of tourism, travel, and hospitality services
Rebuilding Public Sector Capacity to Pre-Pandemic Levels (Jan 27, 2020)	- Rehire public-sector staff - Replenishing State Unemployment Insurance trust funds
Small Business support	Loans, grants, in-kind assistance for operation continuity, mitigation/prevention, and counseling programs to rebound from the downturn

B. Premium Pay



- **Premium pay:** An amount of up to \$13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID–19 public health emergency. Such amount may not exceed \$25,000 with respect to any single eligible worker.
- **Eligible worker:** Those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each recipient may designate as critical to protect the health and well-being of the residents of their respective governments 139
- Can be provided directly, or through grants to private employers to public health/safety staff and essential workers outside the public sector:
 - Workers at food production facilities, grocery stores, and restaurants, janitors/sanitation workers, truck drivers, and warehouse workers etc.
 - Contract workers performing essential work also eligible.

C. Revenue Loss

GOVERNMENT SERVICES

- Recipients may use payments for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency.
 - Must calculate loss using Treasury's formula in the guidance.

Examples of Government Services:

- Maintenance or pay-go funded building of infrastructure, including roads
- Modernization of cybersecurity
 - Including hardware, software, and protection of critical infrastructure
- Health services
- Environmental improvements; school or educational services
- Provision of police, fire, and other public safety services

Not Allowed:

- Interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or fees or issuance costs associated with the issuance of new debt.
- Reserves or rainy day funds





D. Water, Sewer, Broadband Infrastructure

Water/Sewer

- Projects addressing climate change, drinking water infrastructure to build or update facilities, distribution, and storage systems, replacing lead service lines.
- Constructing publicly-owned treatment infrastructure, managing and treating storm water, drainage water, facilitating water reuse, and more.¹⁴¹
- Uses aligned with Environmental Protection Agency's **Clean Water Revolving Fund** and **Drinking Water State Revolving Fund** to expedite project identification.
- *Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities*



D. Water, Sewer, Broadband Infrastructure

Broadband

- Build broadband infrastructure with modern technologies in mind, specifically projects that deliver services offering: 142
 - Reliable 100 Mbps download and 100 Mbps upload speeds, unless impracticable due to topography, geography, or financial cost.
 - Assisting households to support internet access or digital literacy is an eligible use.



GFOA's Guiding Principles



1. Temporary Nature of Funds

- **Prioritizing urgent/non-recurring expenditures**
 - E.g. Critical resources towards stabilizing households and businesses or providing immediate assistance to impacted industries such as travel, tourism, and hospitality.
 - Critical Infrastructure
 - Be mindful of ongoing operational costs
- **Understanding potential risks**
 - Creating new programs or adding on to existing programs that require an ongoing financial commitment could bring challenges upon the expiration of funds.
- **Additional budget restraints**
 - If necessary to achieve/maintain structural balance in future budgets.

2. Partnering Efforts

NEW OPPORTUNITIES

- Take advantage of additional flexibility
- Larger projects
- Overlap with other recipients

ACCESS

- Expanding critical services in communities
- Consider regional initiatives

CLEAR UNDERSTANDING

- New/existing State laws
- Neighboring local recipients



A close-up photograph of a person's hands working at a desk. One hand holds a pen over a document, while the other hand is positioned near a calculator. A blue banner with white text is at the top right of the image.

3. Take Time & Careful Consideration

Covered period

Funds are divided into two tranches

Alternate source of funds

Use other dedicated grants/programs when possible

Spending plans

Ensure rollout compliments overall budgetary and financial stability

146

City of San José Roadmap Development & Recovery Plan

September 23, 2021

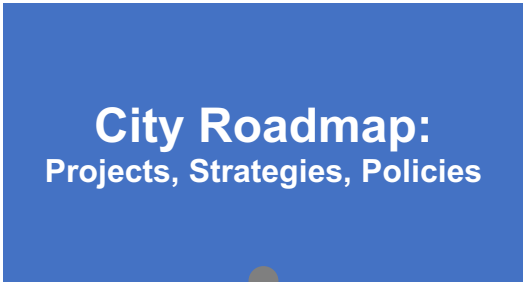
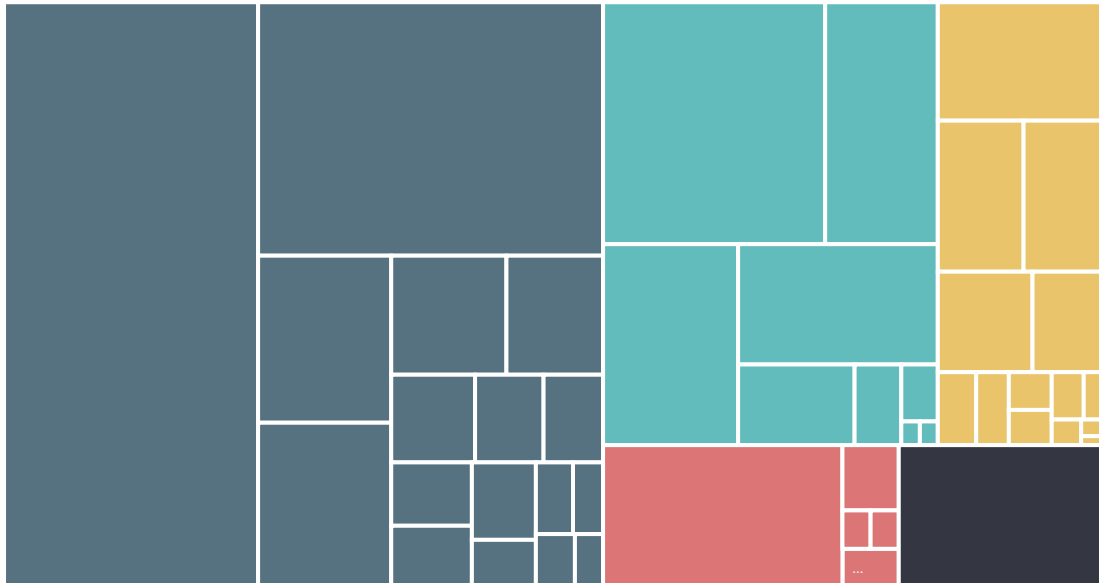
Luz Cofresí-Howe
Assistant Director of Finance



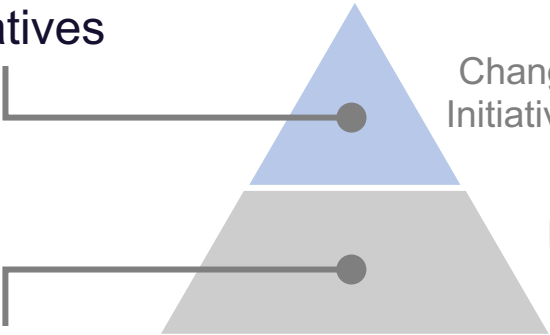
Merging + Balancing Four Sets of Priorities



How might we use the prioritization framework of a roadmap to better align our resources to tackle the most urgent and highest priority issues facing our City during the emergency period and its aftermath?

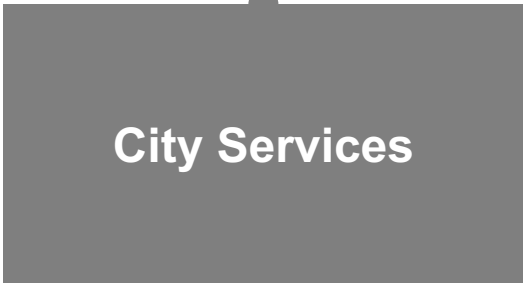


44
Initiatives



149

264
Services



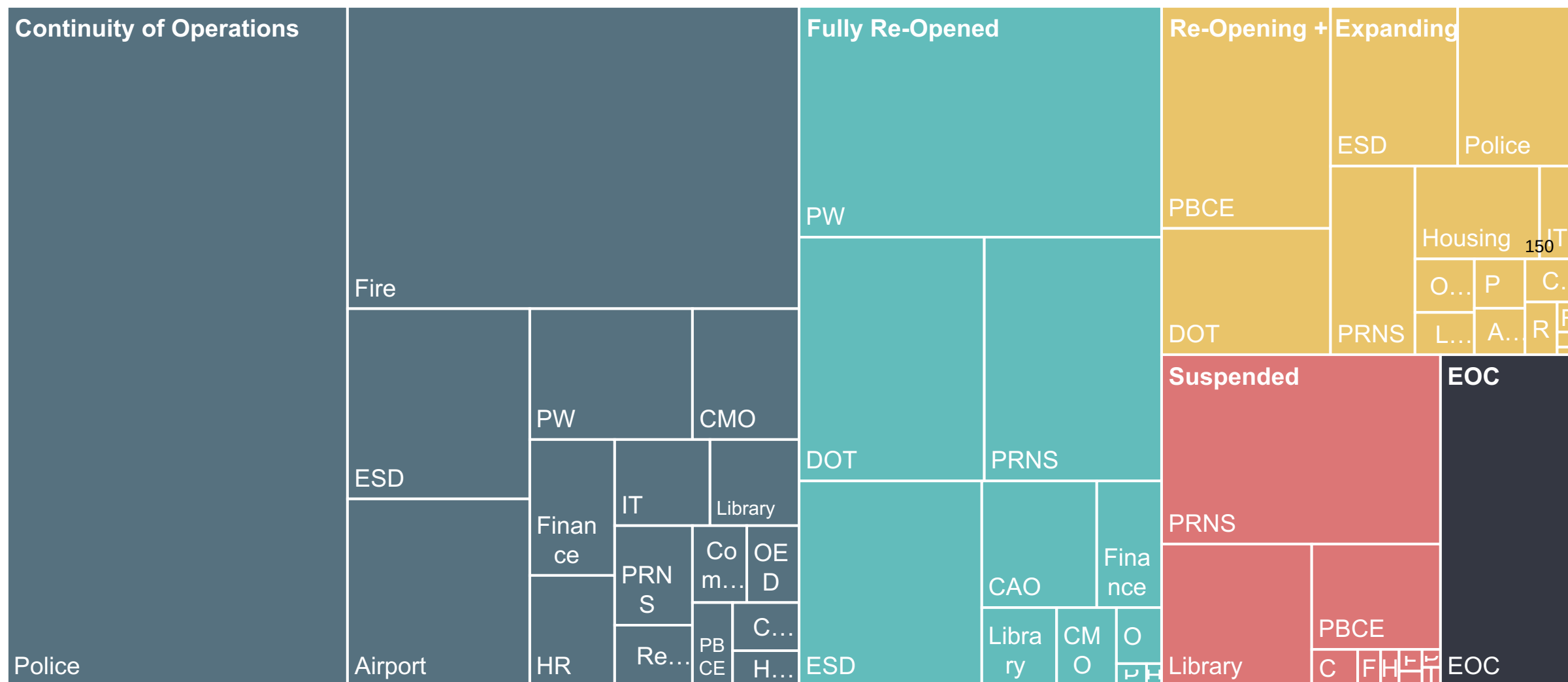
- Continuity of Operations** | 100% at SIP, Now 100%
- Fully Re-Opened** | <100% at SIP, Now 100%
- Re-Opening + Expanding** | <100% at SIP, Now 25-99%
- Suspended** | 0% at SIP, Now 0%
- EOC** | New City Services, Now 100%

City Operations Sized by Effort

Effort = # of City Staff

264 Total Services

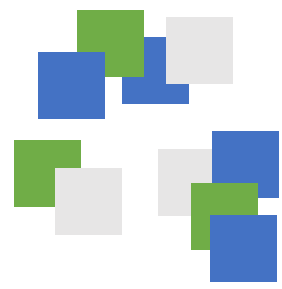
6177 Benefitted,
Budgeted FTEs



Building a Prioritized Roadmap in 4 Steps

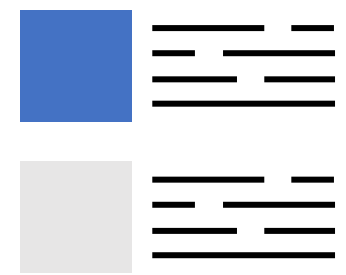
1. City Roadmap Brainstorming

Build a list of potential initiatives to be completed from now until June 30, 2021.



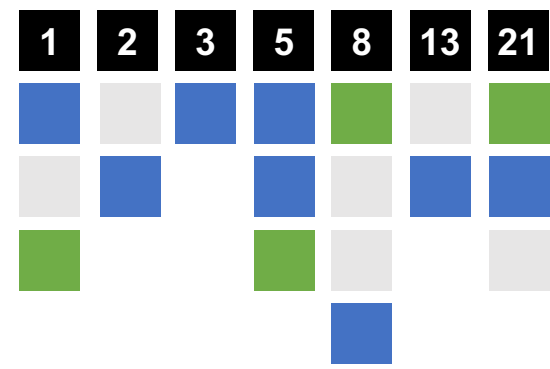
2. WSJF Attributes

Understand the Weighted-Shortest-Job-First (WSJF) attributes: community value, opportunity enablement / risk mitigation, time criticality, and job duration (see next slide for attribute descriptions)



3. Prioritization

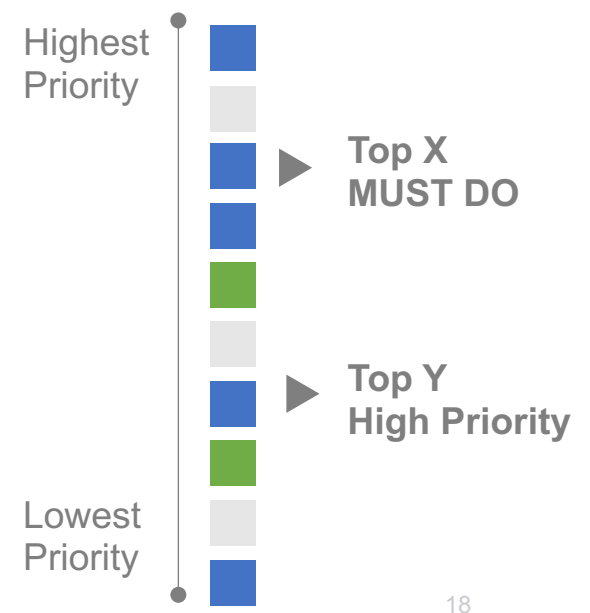
Collectively score each initiative across the four attributes: community value, opportunity enablement / risk mitigation, time criticality, and job duration



4. City Roadmap

Develop a relative prioritization of initiatives based on the scored results. Debate, refine, and produce a recommendation for City Leadership and Council.

Proposed Roadmap



Scoring each initiative across four Attributes:

Community Value

- What is the relative value to the community and how does it contribute?
- What is the community impact of this project?
- What is the magnitude of impact/change, number of people impacted, and change to the efficiency or effectiveness of service?

Opportunity Enablement / Risk Mitigation

- Does this initiative pave the way for others which need this to come first?
- Would failure to complete open the community up to risk for human, material, economic, or environmental losses?
- How likely is not completing the initiative to cause litigation against the organization?
- Does this bring in revenue?

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Time Criticality

- How important is it that this initiative gets done quickly?
- Is there a fixed deadline?
- What is the current effect on the community if we do not complete the initiative? Will they wait for us or move to another solution?

Job Duration

- How long will the initiative take to execute? How complex and how many unknowns does the initiative have?
- How many dependencies are outside of our control?
- How controversial is the initiative?

San José City Roadmap | FY20-21 | DRAFT

Legend:

COVID-19 Response

Enterprise Initiatives

Enterprise Priority	Project					Strategy		Policy	
Emergency Management + Preparedness	Continuity of City Services	Food + Necessities Distribution	Digital Inclusion					Soft-Story Building Earthquake Retrofit Policy	
Creating Housing + Preventing Homelessness <i>CPEH: Community Plan to End Homelessness</i>	Rental Assistance + Eviction Prevention <i>CPEH Strategy 2</i>	Emergency Housing Construction + Operation <i>CPEH Strategy 3</i>	Sheltering + Enhanced Encampment Services <i>CPEH Strategy 3</i>					Rental Assistance + Eviction Prevention Advocacy <i>CPEH Strategy 2</i>	Affordable Housing Siting Policy
Safe, Vibrant, + Inclusive Neighborhoods + Public Life	Community + Economic Recovery	Police Reform + Community Safety	San José 311 + Service Delivery	Waste Pick-Up BeautifySJ	Vision Zero Traffic Safety	Equity Strategy Development + Leadership	Neighborhood Services Access Strategy	Digital Privacy Policy	Smoke-Free Multi-Family Housing Policy
The Future of Downtown	Google Development	Diridon Station Area Plan				BART + High-Speed Rail Strategy		Electronic Billboards Policy	153
Building the San José of Tomorrow: Private Development Services	Align Zoning with General Plan	Development Services Transformation				Major Real Estate Development Projects		Envision 2040 General Plan Update	
Smart, Sustainable, + Reliable City: 21 st Century Infrastructure	Secure City Cybersecurity	Pavement, Fire, EOC, Transit Capital Improvements	Regional Wastewater Facility Capital Improvements	Microgrid Electrical Service for Major Development	Climate Smart American Cities Climate Challenge	Increase in SJC Air Service	Lowering PG&E Exit Fees for Clean Energy		
Enterprise Priority Foundational	Project					Strategy		Policy	
Strategic Fiscal Positioning + Resource Deployment	Federal Stimulus 4.0	Procurement Improvement				Equity Analysis of City Budget	Budget Alignment with City Roadmap		
Powered by People 2.0	Workplace Safety	Employee Health + Wellness	Drive to Digital	Effective Teams	Bargaining Unit Contract Negotiations	City Workforce Diversity + Skill Building			

Proposed Timeline for Council and Community Engagement

	Council + Community Engagement	Departments + Administration Engagement
Nov 2020	City Council Meeting • Share City Roadmap prototype • Solicit feedback • Share community engagement approach	Departments • City Roadmap Initiative Overviews with FY20-21 scope • What are you going to stop doing? • What are you going to continue? • Where do you need to shift resources?
Dec 2020		Administration • Engage Budget Office • Align City Roadmap with Deputy City Manager portfolios¹⁵⁴
Jan 2021	Community Engagement • Conduct District Virtual Town Halls with Mayor and Council Members • Solicit feedback	Departments • Once/month reporting cadence to the City Manager and Leadership Team
Feb 2021	Council Special Session • Facilitate prioritization limited by leadership/resource capacity • Focus on Return on Taxpayer Dollars • Debate and decide	Departments • Once/month reporting cadence to the City Manager and Leadership Team

San José City Roadmap | FY 2021-2022

Enterprise Priority
COVID-19 Pandemic: Community + Economic Recovery
Emergency Management + Preparedness
Creating Housing + Preventing Homelessness
Safe, Vibrant, + Inclusive Neighborhoods + Public Life
Building the San José of Tomorrow with a Downtown for Everyone
Smart, Sustainable, + Reliable City: 21 st Century Infrastructure

Project					
Housing Stabilization	Re-Employment + Workforce Development	Small Business Recovery	Food + Necessities Distribution	Digital Equity	Child Care
Vaccination Task Force					
Emergency Housing Construction + Operation	Sheltering + Enhanced Encampment Services				
Police Reforms Work Plan	San José 311 + Service Delivery	Encampment Waste Pick-Up BeautifySJ	Vision Zero Traffic Safety		
Align Zoning with General Plan	Development Services Transformation	Google Development	Major Real Estate Development Projects		
Pavement, Fire, EOC, Transit Capital Improvements	Regional Wastewater Facility Capital Improvements	Electrical Service for Major Development	Climate Smart American Cities Climate Challenge		

Legend

COVID-19 Response

Enterprise Initiatives

Strategy	
North San José Strategy	
Equity Strategy Development	Neighborhood Services Access Strategy
BART + High-Speed Rail Strategy	
Lowering PG&E Above Market Costs for Clean Energy	

Policy
Build Back Better + Recovery Task Force
Soft-Story Building Earthquake Retrofit Policy
Encampment Management + Safe Relocation Policy
155

Enterprise Priority Foundational
Strategic Fiscal Positioning + Resource Deployment
Powered by People

Project				
Federal + State Recovery Advocacy	Secure City Cybersecurity	Procurement Improvement	Pension Obligation Bond Analysis	
Continuity of City Services	Safe Workplace	Employee Health + Wellness	Drive to Digital	Effective Teams

Strategy	
Budgeting for Equity	City Roadmap Budgeting, Accountability, + Performance
City Workforce Diversity + Skill Building	

Policy

San José City Roadmap | FY 2021-2022

Enterprise Priority	Project					
COVID-19 Pandemic: Community + Economic Recovery	Housing Stabilization	Re-Employment + Workforce Development	Small Business Recovery	Food + Necessities Distribution	Digital Equity	Child Care
Emergency Management + Preparedness	Vaccination Task Force					
Creating Housing + Preventing Homelessness	Emergency Housing Construction + Operation	Sheltering + Enhanced Encampment Services				
Safe, Vibrant, + Inclusive Neighborhoods + Public Life	Police Reforms Work Plan	San José 311 + Service Delivery	Encampment Waste Pick-Up BeautifySJ	Vision Zero Traffic Safety		
Building the San José of Tomorrow with a Downtown for Everyone	Align Zoning with General Plan	Development Services Transformation	Google Development	Major Real Estate Development Projects		
Smart, Sustainable, + Reliable City: 21 st Century Infrastructure	Pavement, Fire, EOC, Transit Capital Improvements	Regional Wastewater Facility Capital Improvements	Electrical Service for Major Development	Climate Smart American Cities Climate Challenge		

Enterprise Priority Foundational	Project				
Strategic Fiscal Positioning + Resource Deployment	Federal + State Recovery Advocacy	Secure City Cybersecurity	Procurement Improvement	Pension Obligation Bond Analysis	
Powered by People	Continuity of City Services	Safe Workplace	Employee Health + Wellness	Drive to Digital	Effective Teams

Legend

COVID-19 Response

Enterprise Initiatives

Strategy		Policy
		Build Back Better + Recovery Task Force
		Soft-Story Building Earthquake Retrofit Policy
North San José Strategy		Encampment Management + Safe Relocation Policy
Equity Strategy Development	Neighborhood Services Access Strategy	156
BART + High-Speed Rail Strategy		
Lowering PG&E Above Market Costs for Clean Energy		

Strategy		Policy
Budgeting for Equity	City Roadmap Budgeting, Accountability, + Performance	
City Workforce Diversity + Skill Building		

Workstreams for 18 Recovery Initiatives

Housing Stabilization

- Emergency Rental Assistance
- Eviction Help Center
- Hotel Sheltering Operation + Services
- Isolation + Quarantine
- South Hall Demobilization + Housing Assistance Center

Re-Employment + Workforce Development

- Environment Resilience Corps*
- Food Distribution Resilience Corps*
- Guadalupe River Park + Coyotes Creek Clean-Up Resilience Corps*
- Learning Resilience Corps*
- Small Business Resilience Corps*
- Vaccine Champions Resilience Corps*

Food + Necessities Distribution

- Continued Food Services

Digital Equity

- Comms, Outreach, + Education*
- Community WiFi*
- Data Equity Lead*
- Device Access*

Child Care Learning Pods

- Continued Child Care Services
- San José Learns*

Small Business Recovery

- Downtown Outdoor Activities Marketing Campaign
- Downtown Pedestrian Quality of Life + Streetscape Improvement
- Quetzal Gardens Operations
- San José Abierto*
- San José Al Fresco*
- Shop Local Hub to Support Neighborhood Business Districts
- Small Business + Manufacturing Recovery Initiative*
- Small Business Direct Outreach (Spanish + Vietnamese)
- Small Business Displacement Index Study
- Small Business Grants
- Small Business Technical Assistance Revamp
- Storefront Activation Grants*
- Supplemental Arts + Cultural Funding
- Supplemental Business Development Communications
- Supplemental Economic Development Association Capacity Building
- Supplemental Legal Assistance for Tenants
- Support Festival Programming
- Underwrite Creation of New Property Business Improvement Districts
- Virtual Accelerator Program for New Businesses

Build Back Better + COVID-19 Recovery Taskforce

- City Manager's Office Recovery Team
- COVID-19 Recovery Taskforce + Community Engagement
- Emergency Public Information

Emergency Housing Construction + Operation

- Site Identification + Construction*

Sheltering + Enhanced Encampment Services

- Homeless Services Outreach Assistance + Resources (SOAR)*

Encampment Waste Pick-Up BeautifySJ

- BeautifySJ Consolidated Model*
- BeautifySJ Grants
- Downtown Automated Public Toilets
- SJ Bridge Public Restrooms*
- Vehicle Abatement Program + Proactive Patrol + Complaint Response

Vaccination Taskforce

- Vaccination Support

*Mayor's March Budget Message

Initiatives shown in colored box aligned with Group color

Other Foundational

- Continuity of City Services
- Employee Health + Wellness
- Federal + State Recovery Advocacy

Safe Workplace

- Continued Safe Workplace Program

Drive to Digital

- Hybrid Workplace
- Omnichannel Strategy, Process Engineering, + Service Automation
- OneCity Workplace

Effective Teams

- Recovery Recruiting + Hiring

Other

- San José Aspires Administrative Support*
- YIGBY Land Use Policy Development*
- Energy Saving Retrofits*

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Resident Relief (Group)		City Roadmap Initiative (2021-2022 Initial Funding)	Workstream ("Project") (in priority order) (2021-2022 Initial Funding)
2021-2022 ARP Initial Funding: \$39,249,000 2021-2022 Other Initial Funding: \$24,527,000 2021-2022 Total Initial Funding: \$63,776,000 2021-2022 Funding Gap: \$16,575,000 Future Years Funding Gap: \$22,382,000 Total Funding Gap: \$38,957,000 Total Estimated Cost: \$102,733,000		Housing Stabilization (\$26,286,000)	Emergency Rental Assistance (Housing) Launch federal Emergency Rental Assistance Program in partnership with Homeless Prevention System and Santa Clara County (\$14,511,000, which is rebudgeted from \$30.4 million received in 2020-2021)
			Eviction Help Center (Housing) Provide legal services and education for tenant information and resources (\$3,100,000)
			Isolation + Quarantine (Housing) Provide isolation and quarantine services to residents toward mitigating community spread of COVID-19 (\$1,125,000)
			South Hall Demobilization + Housing Assistance Center (Housing) Allow for demobilization of South Hall by opening a Housing Assistance Center to work with South Hall clients on the transition to alternative housing options and provide temporary housing assistance (\$3,550,000)
			Hotel Sheltering Operations + Services (Housing) Provide hotel sheltering operations and services through purchased hotel properties (\$4,000,000)
		Food + Necessities Distribution (\$21,600,000)	Continued Food Services (PRNS) Food assistance program with focus on essential grocery, prepared and shelf stable meal programs in prioritized neighborhoods; many of the local food and necessities distribution programs activated during the pandemic remain necessary and essential programs of last resort as the economy and our community recovers (\$21,600,000)
			Vaccine Champions Resilience Corps (OEM) Provide logistical support at County vaccine sites with 200 "Vaccine Champions" (\$1,840,000)
		Re-Employment + Workforce Development (\$15,890,000)	Food Distribution Resilience Corps (PRNS) Support Second Harvest Food Bank food boxing program with 120 individuals from the San José Conservation Corps (\$6,400,000)
			Environment Resilience Corps (PRNS) Undertake environmental stewardship projects such as tree planting, defensible space and fuel reduction, biofuel maintenance, and trail maintenance, including community engagement and organizing, with individuals employed or hosted by San José Conservation Corp and other strategic partners (\$3,760,000)
			Guadalupe River Park + Coyotes Creak Clean-Up Resilience Corps (PRNS) Support varying levels of clean up, landscape maintenance and stewardship along the Guadalupe River Park and Trail and Coyote Creek system and aligned parks (\$1,400,000)
			Learning Resilience Corps (Library) Provide accelerated learning growth and extended education support at schools, non-profits, and City libraries to assist younger youth in recovering with learning during the COVID-19 pandemic (\$1,370,000)
			Small Business Resilience Corps (OED) Provide training in technology areas as such social media, digital marketing, e-commerce, and website design and provide case management and supportive services to the youth, placing and applying technological skills with small businesses impacted by the COVID-19 pandemic (\$1,120,000)

Resident Relief (Group)		City Roadmap Initiative (2021-2022 Initial Funding)	Workstream ("Project") (in priority order) (2021-2022 Initial Funding)
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			Small Business Resilience Corps (OED) Provide training in technology areas as such social media, digital marketing, e-commerce, and website design and provide case management and supportive services to the youth, placing and applying technological skills with small businesses impacted by the COVID-19 pandemic (\$1,120,000)

SAVE

PRINT



Project Name:

City Roadmap Project:

City Enterprise Priority:

CSLFRF Expenditure Category:

Funding Amount: Amount allocated towards evidence-based interventions:

City Managing Department:

New and/or Existing Project: ☒ New ☐ Existing

Project Purpose:

Evidence-Based Intervention? ☒ Yes ☐ No

Program Evaluation ☐ Yes ☒ No

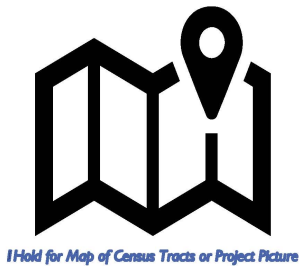
Primarily Serving Disadvantaged Communities? ☒ Yes ☐ No

Timeline (approximate): **Start:** **End:**

Program Manager: **Email:**

Fiscal Manager: **Email:**

Project Website (if available):



Project Description

A collaborative effort of local and state funded rental relief programs to assist COVID-19 impacted landlords and tenants during California's eviction moratorium which sunsets on September 30, 2021. Both programs are open and taking applications to support 100% back rent from April 1, 2020 and up to three months of forward rent.

The local program is a partnership comprised of the City of San Jose, County of Santa Clara and about 50 non-profit partners lead by Destination: Home and Sacred Heart Community Service, called the Santa Clara County Homelessness Prevention System, COVID-19 response. This program supports extremely low-income residents below 30% AMI with rent relief.

The State of CA has a complimentary program that is targeted to support tenants above 30% AMI and below 80% AMI.

Project Name: Eviction Center

Racial Equity and Inclusion

Center racial equity in assessing needs, developing and implementing programs, and measuring outcomes to ensure that programs serve the individuals and families who have been most disproportionately impacted by COVID-19 and the pandemic-induced recession.

Eligibility & Performance Indicators

Eligibility Criteria

Landlords and tenants financially impacted by COVID-19 pandemic.

Qualified Census Tract (QCT)? Yes ☐ No ☒

City-Wide? Yes ☒ No ☐

If QCT, please list census tract(s):

Key Performance Indicators

Output Measure(s)
(at least one required)

Number of applicants applying for rental assistance
Number of applicants approved for rental assistance
Percentage of applicants by race/ethnicity?

Outcome Measures
(at least one required)

Percentage of completed applications
Amount of Award?
Breakdown percentage of identified categories?

Project Name: Eviction Center

MANDATORY Key Performance Indicators for this and Future Reports

- ☒ Number of households receiving eviction prevention services (including legal representation)
- ☒ Number of affordable housing units preserved or developed
- ☒ Number of workers enrolled in sectoral job training programs
- ☒ Number of workers completing sectoral job training programs
- ☒ Number of people participating in summer youth employment programs



City of San José
Recovery Plan

State and Local Fiscal Recovery Funds

2021 Report

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Recovery Plan Category: EC 2 : Negative Economic Impacts
2.5 : Household Assistance: Eviction Prevention
Funding amount: \$ 3,100,000 **Timeline:** 07/01/2021 to 12/31/2022
City Roadmap: Housing Stabilization
City Enterprise Priority: COVID-19 Pandemic: Community + Economic Recovery
Managing Department: Housing
Existing or New Project: New
Purpose: Provide outreach engagement, emergency rental assistance, legal assistance and tenants' rights to impacted tenants and landlords in the rental community while targeting low and extremely low income households.
Qualified Census Tracts: Citywide
Use of Evidence: Evidence-Based Intervention based on City research

DESCRIPTION

A collaborative effort of local and state funded rental relief programs to assist COVID-19 was made available to landlords and tenants during California's eviction moratorium which sunsets on September 30, 2021. Both programs are open and taking applications to support 100% back rent from April 1, 2020 and up to three months of forward rent.

The local program is a partnership comprised of the City of San José, County of Santa Clara and about 50 non-profit partners lead by Destination: Home and Sacred Heart Community Service, called the Santa Clara County Homelessness Prevention System, COVID-19 response. This program supports extremely low-income residents below 30% AMI with rent relief.

The State of CA has a complimentary program that is targeted to support tenants above 30% AMI and below 80% AMI.

RACIAL EQUITY AND INCLUSION

Center racial equity in assessing needs, developing and implementing programs, and measuring outcomes to ensure that programs serve the individuals and families who have been most disproportionately impacted by COVID-19 and the pandemic-induced recession.

PERFORMANCE MEASURES

Mandatory Key Performance Indicators	Output Measures	Outcome Measures
- Number of people or households receiving eviction prevention services (including legal representation) - Number of affordable housing units preserved or developed	- Number of applicants applying for rental assistance - Number of applicants approved for rental assistance - Percentage of applicants by race/ethnicity	- Percentage of completed applications - Amount of Award - Breakdown percentage of identified categories



City of San José Roadmap Development & Recovery Plan

Thank you!

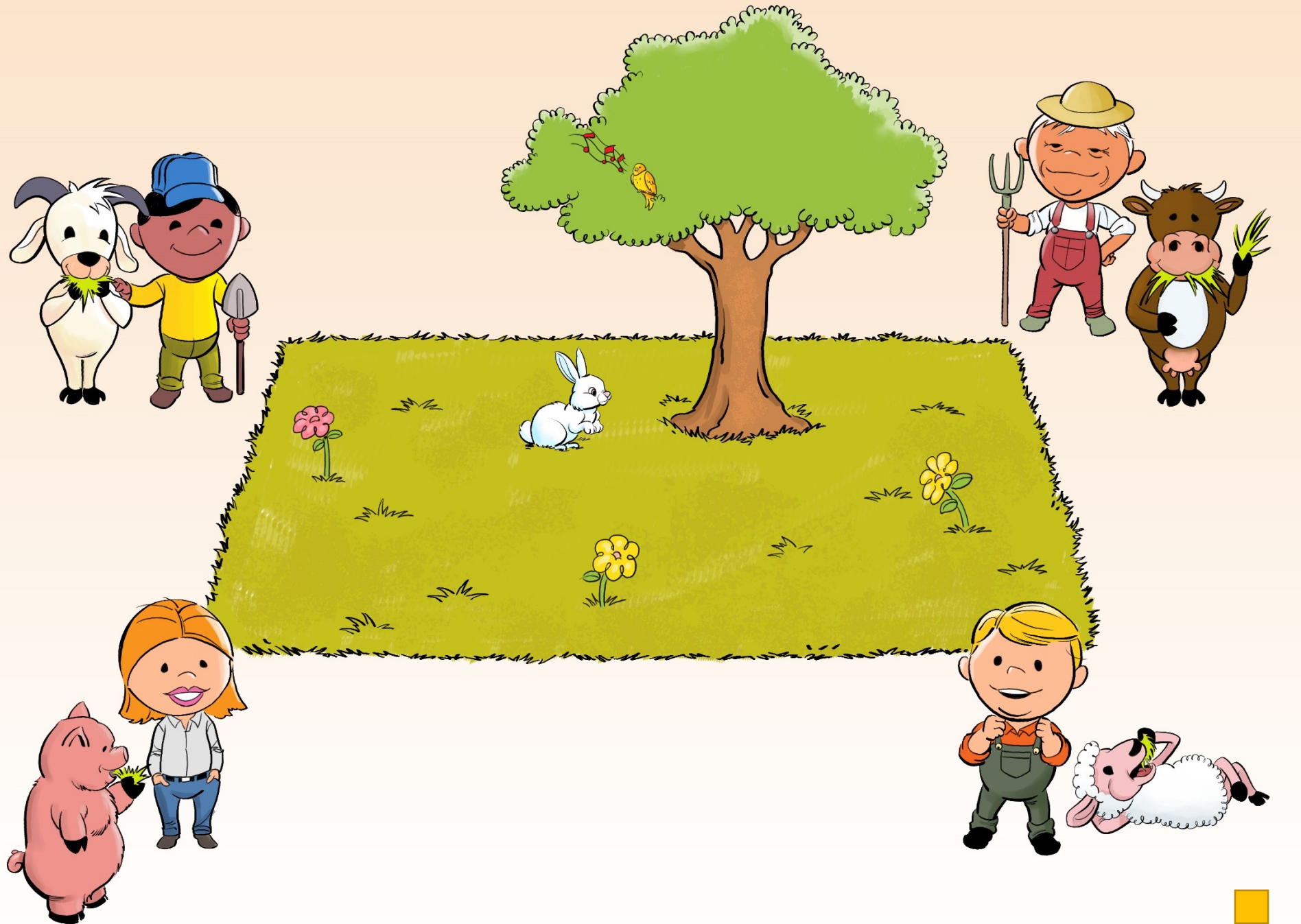


Financial Foundations For Thriving Communities

And ARPA



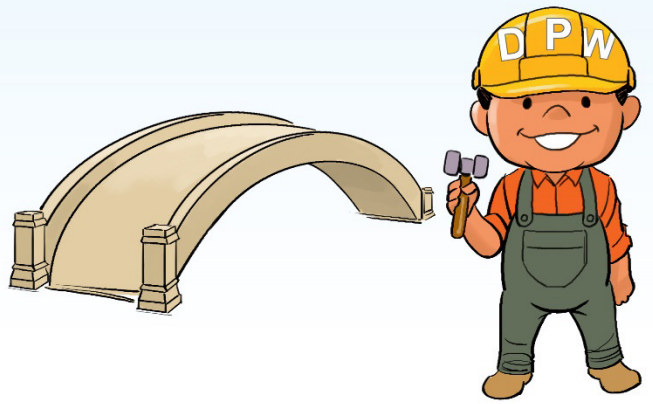
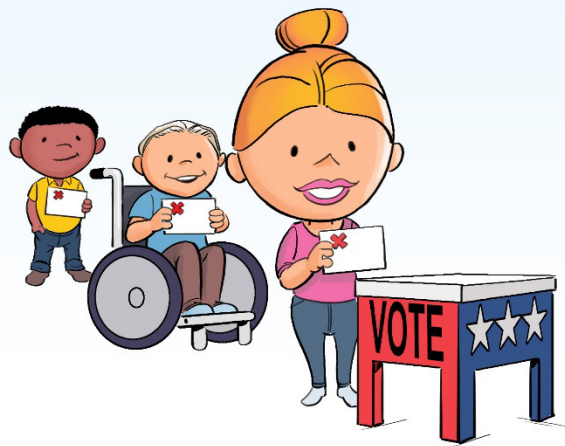
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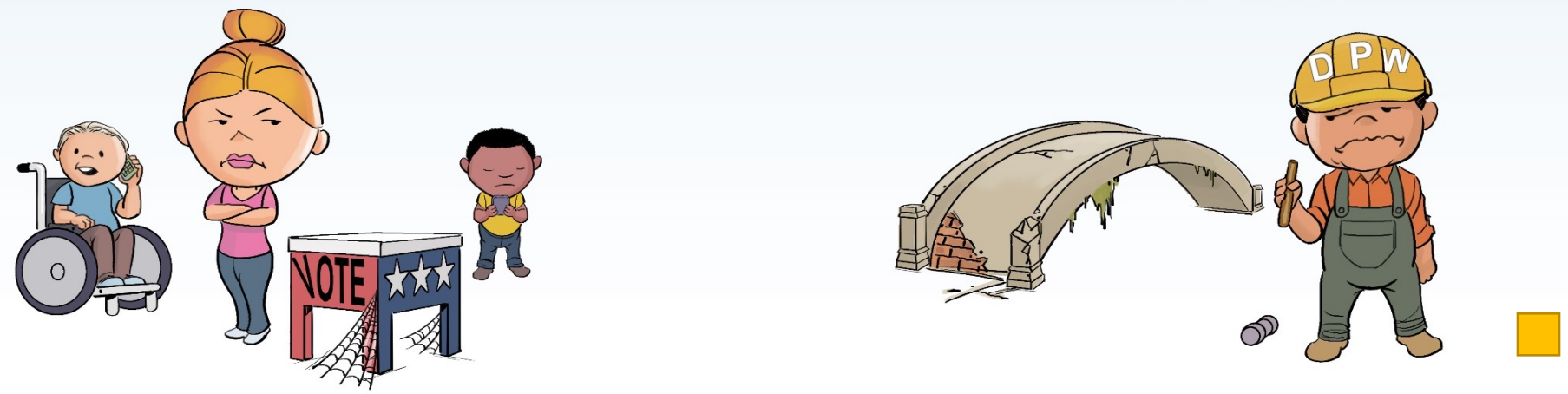




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- **FINANCIAL FOUNDATIONS FRAMEWORK**

Pillar 1
ESTABLISH LONG-TERM VISION

Give people a reason to cooperate.

Pillar 2
BUILD TRUST AND OPEN COMMUNICATION

Create the conditions for cooperation.

Pillar 3
USE COLLECTIVE DECISION MAKING

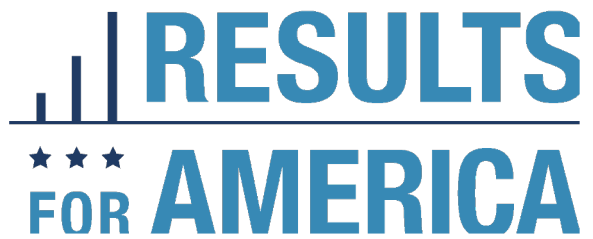
Develop forums for participation.

Pillar 4
CREATE CLEAR RULES

Reinforce constructive behavior.

Pillar 5
TREAT EVERYONE FAIRLY

Promote and protect mutual trust and respect.



Building political will. Developing policy solutions. Driving adoption.

Results for America is creating standards of excellence, supporting policymakers in implementation and mobilizing champions committed to investing in what works.

Building Government Residents Can Count On

Launched by Bloomberg Philanthropies in 2015, What Works Cities helps local governments across the country improve residents' lives by using data and evidence effectively to tackle pressing challenges.

What Works Cities | Bloomberg Philanthropies

OUR PROGRAMS:

- **Improve the lives of more residents** in more cities by 173 supporting the adoption of effective interventions
- **Help cities build the muscles** of identifying, adapting, and adopting effective interventions from outside the city
- Develop the capabilities to identify, elevate, and **rapidly scale and evaluate the impact of promising innovations**
- **Establish proven models** for spreading promising solutions across cities, and **broadly share these models** to inform other efforts to scale impact

CITY BUDGETING FOR EQUITY & RECOVERY

The **City Budgeting for Equity and Recovery (CBER)** program *from What Works Cities* provides a unique opportunity for budget and finance leaders in cities to:

- 1 **Learn** from other municipal finance experts
- 2 **Problem solve** with a network of peers
- 3 **Share ideas** and solutions on pressing fiscal challenges, and
- 4 **Receive** implementation support for a viable course of action for the city



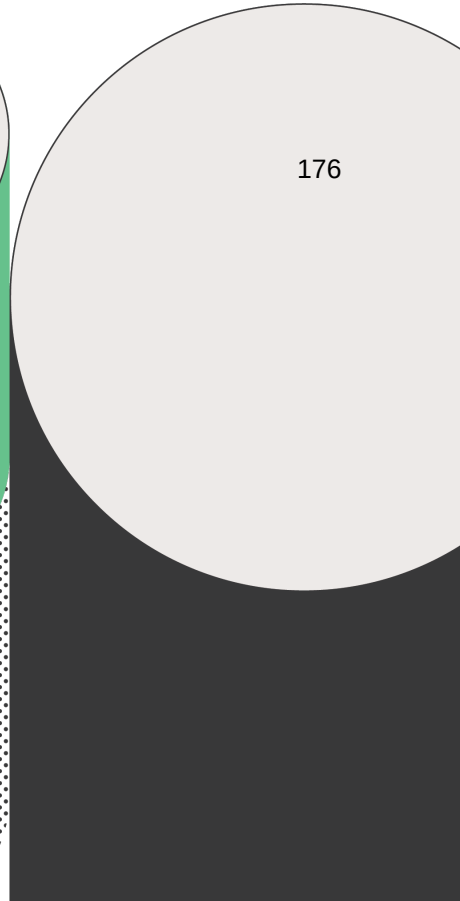
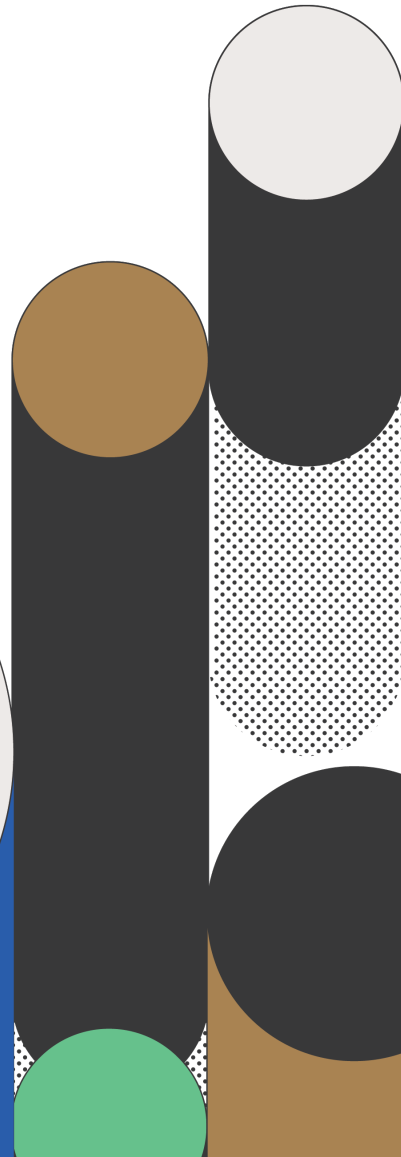
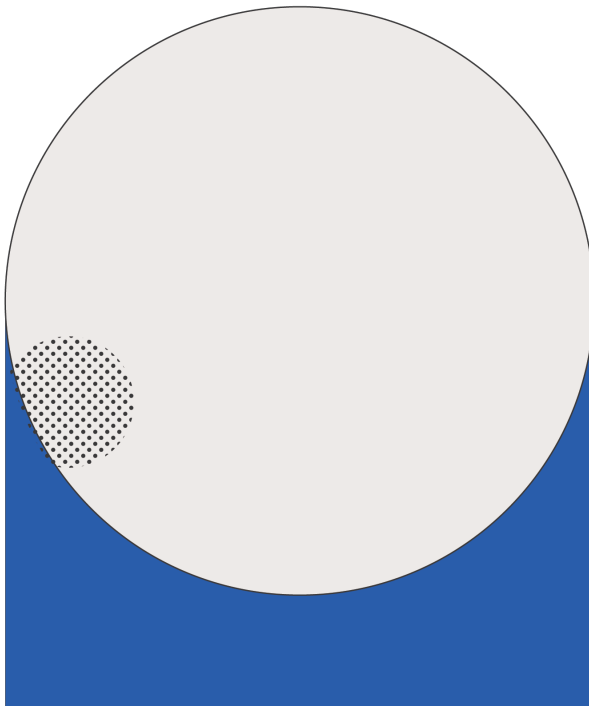
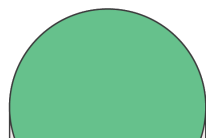
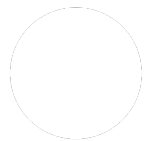
28 U.S. cities have committed to budgeting for equity and recovery in their communities



- | | |
|-----------------|----------------|
| Tacoma | Toledo |
| Denver | Springfield |
| West Palm Beach | Providence |
| Lincoln | Tampa |
| Columbus | Chula Vista |
| Syracuse | Savannah |
| Akron | Pueblo |
| Chattanooga | Birmingham |
| Columbia | Austin |
| Durham | Salt Lake City |
| Peoria | New Orleans |
| Rochester | Oakland |
| Fort Collins | Seattle |
| Madison | Philadelphia |

Pillar 1

Long-Term vision



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TENSION

This is a once in a lifetime bounty of resources – don't blow it

Never use one-time money to fund ongoing needs

How about just restoring the programs we cut last year?

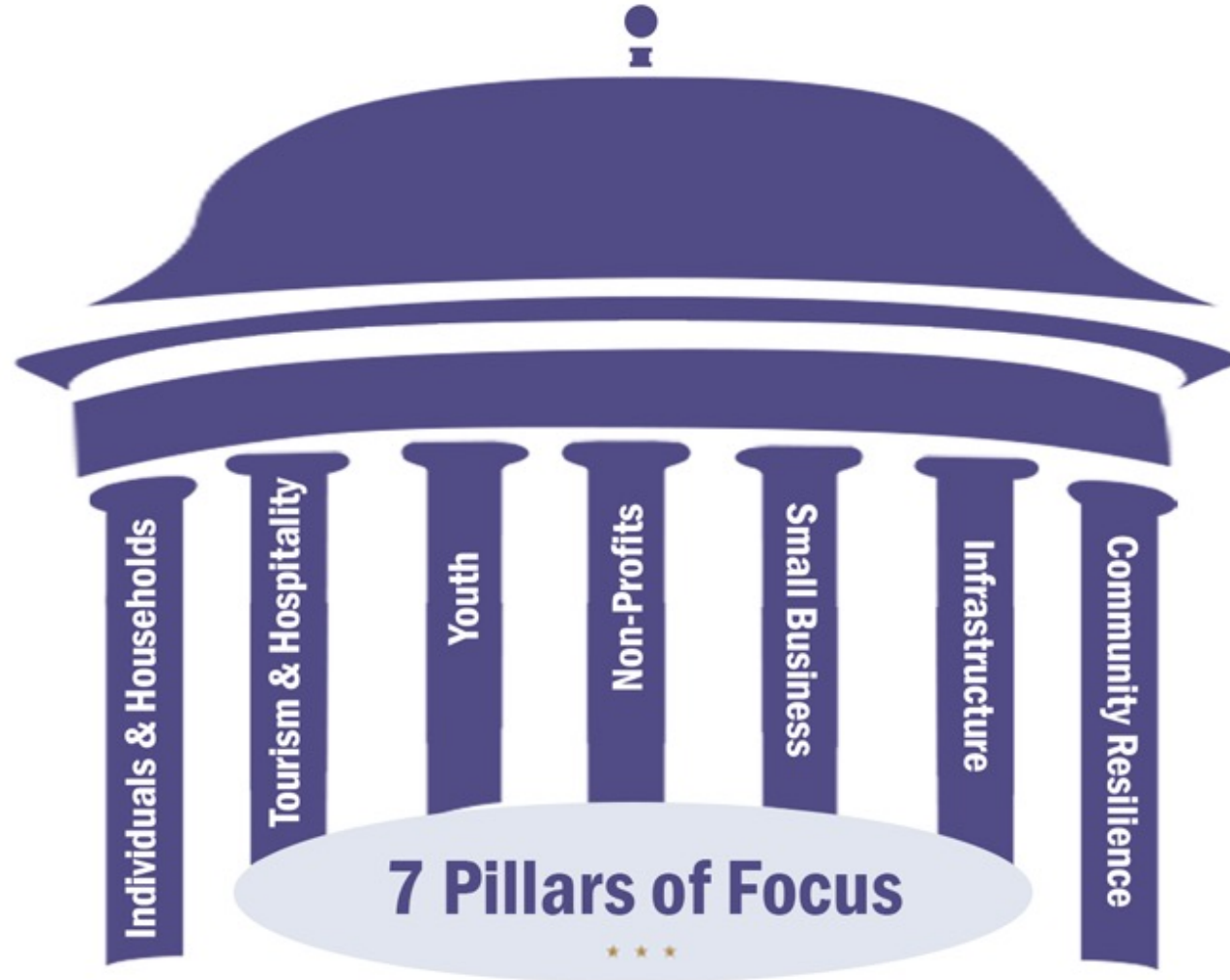
Businesses are barely hanging in there

We have an adopted budget right now that includes layoffs

People need relief



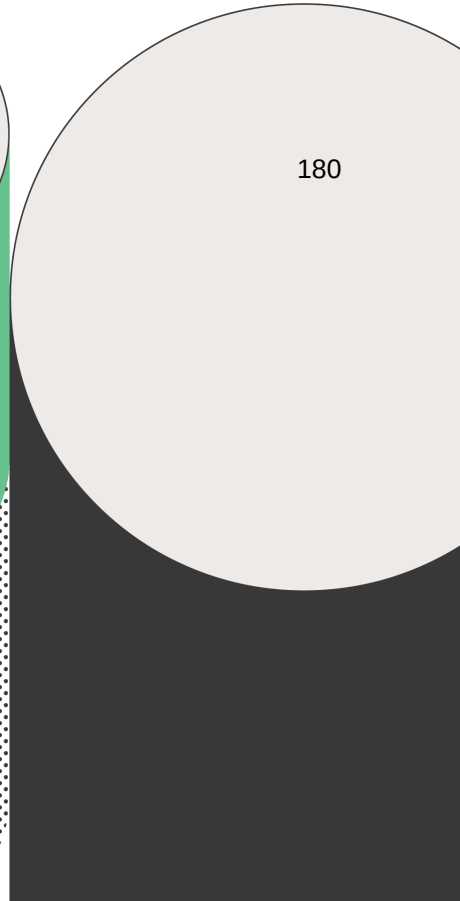
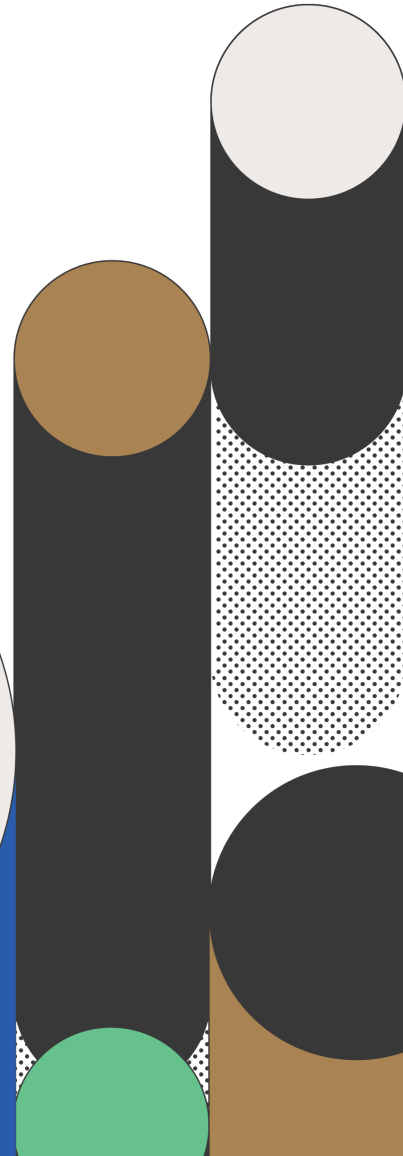
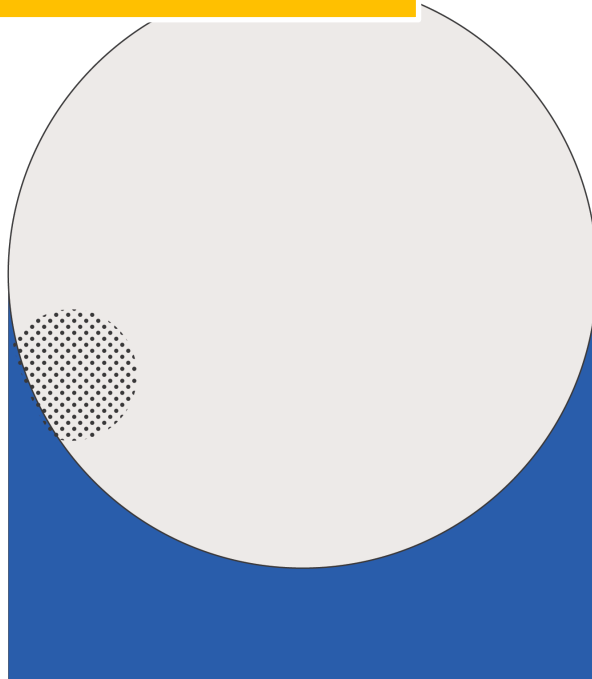
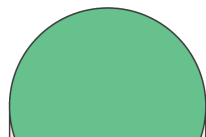
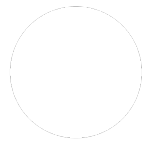
American Rescue Plan Act



Individuals and Households	Youth	Small Business	Non-Profits	Tourism and Hospitality	Community Resilience
Childcare and Work Force Development	Quality childcare for 0-18 years	New and existing job expansion	Strengthening nonprofits - innovation and collaboration	Position Pueblo as a safe and healthy place to visit.	Providing opportunities for job access and job success
Equity approach in accessing resources and services. Ensure that funded projects are not discriminating against any groups.	Education engagement	Job creation	Fundraising to meet critical expenses and rebuild.	Improve access to wayfinding resources.	Prioritizing mental health overall and substance abuse
Access to Necessities (Food,Housing)	Wellness programs and activities including mental health, physical and outdoor activities	Small business aid sustainability	Mental health	Support those organizations forced to close.	Catching up children and young people, who fell behind on education; supporting parents
Increase overall access to all resources.	Access to programs and resources for the underserved.	Keep business local and bringing more in		Provide resources to encourage local workers to join careers in tourism and hospitality related jobs.	Immediate and long-term access and navigation of resources
Help those most affected by COVID.		Small business resilience in the face of existing and new public health emergencies		Collaboration on marketing and advertising opportunities.	

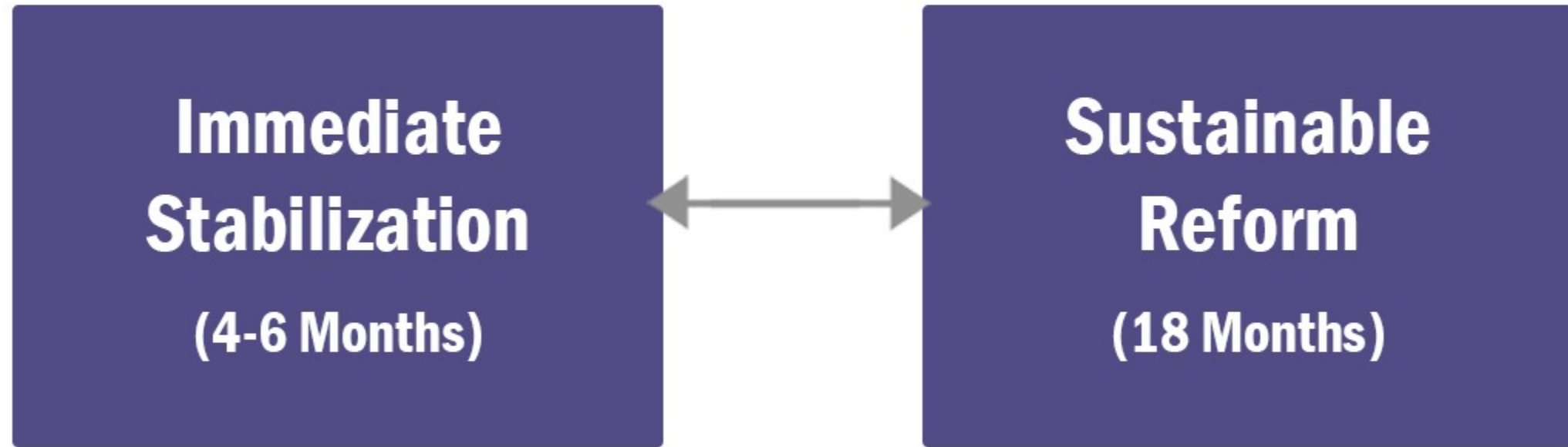
Pillar 2

Trust & open communication



American Rescue Plan Act (ARPA)

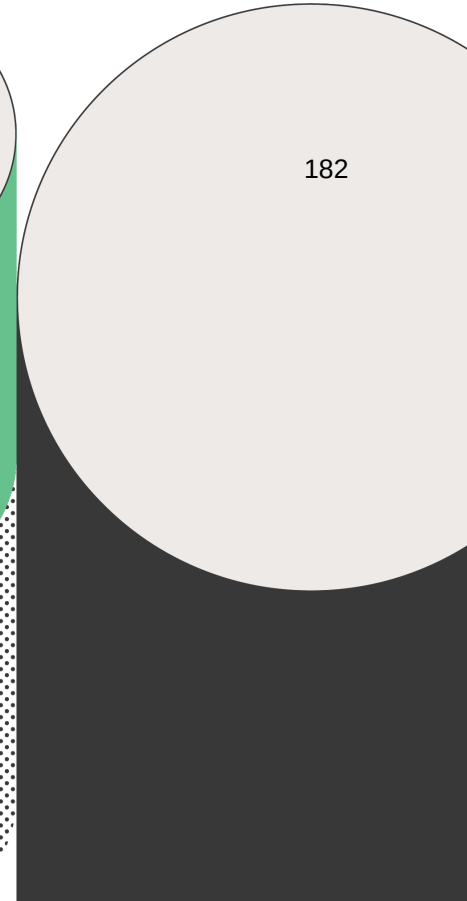
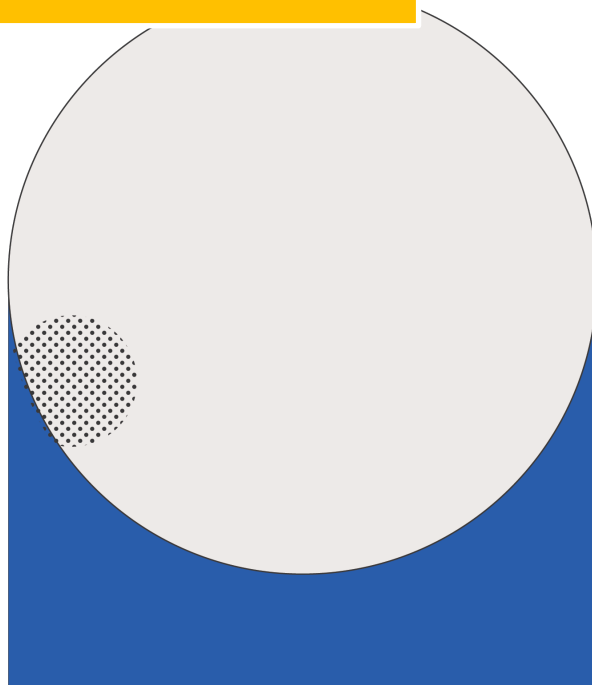
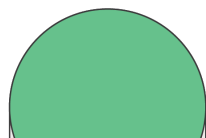
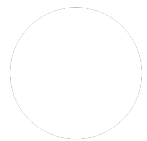
Overview of Implementation Framework



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Pillar 3

collective decision-making



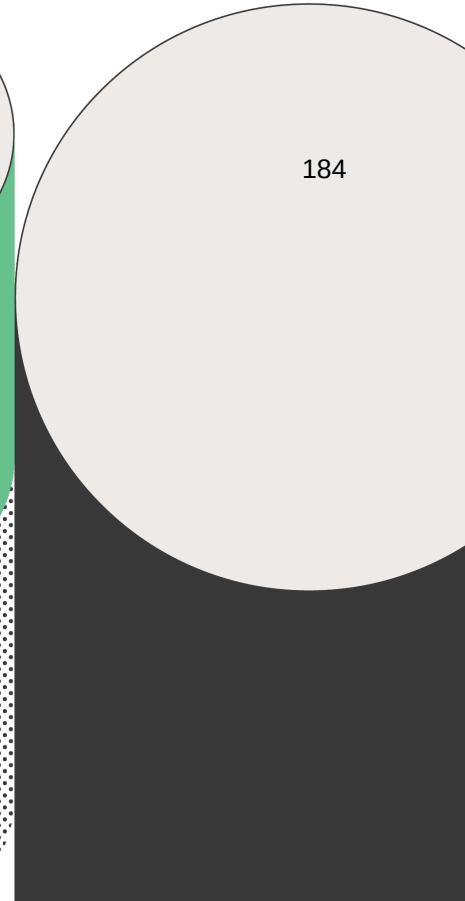
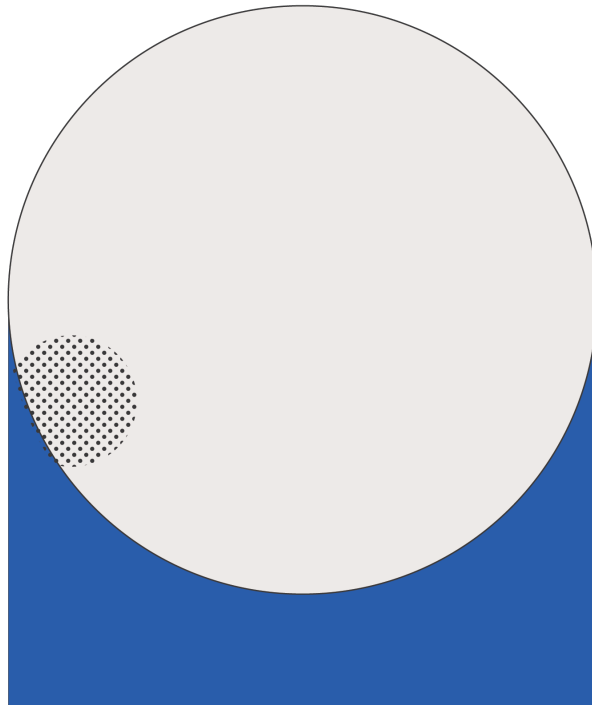
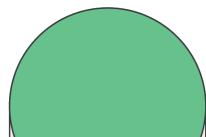
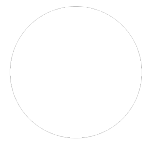
Strategies to Sequence & Optimize Funds

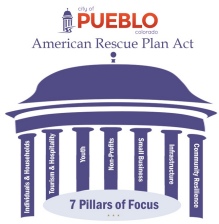


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Pillar 4

clear rules





ARPA Scoring Matrix

Pillar Name: _____

Project Name: _____

Evaluator Print Name: _____

Evaluator Signature: _____

									
	Eligibility	Complexity	Cost	Community Benefitting	Equity	Evidence of Sustainability	Due Diligence Companion Funds	Census Track Eligibility (Internal Task Force ONLY)	Infrastructure (Internal Task Force ONLY)
0	Does not meet Treasury guidelines	Highly Complex: Requires 12+ months to implement	\$2M+	Less than 25% of Community Benefitting	No impact on Pillar equity goals	No funding identified for multi-year program sustainability	No Evidence of Matching Funding Sources	Does not Meet Census Track Eligibility	Does not align with Federal draft legislation
2	Likely meets Treasury guidelines	Medium Complex: Requires 3-12 months to implement	\$500,000 to \$2M	26% to 50% of Community Benefitting	Some impact on Pillar equity goals	Possible funding identified for multi-year program sustainability	Some Evidence of Matching Funding Sources	Likely Meets Census Track Eligibility	May align with Federal draft legislation
4	Clearly meets Treasury guidelines	Light Complex: Can be implemented in 3 months or less	\$0 to \$500,000	Majority of Community (51%+) Benefitting	High impact on Pillar equity goals	Funding has been identified for multi-year program sustainability	Clear Evidence of Matching Funding Sources	Clearly Meets Census Track Eligibility	Likely aligns with Federal draft legislation

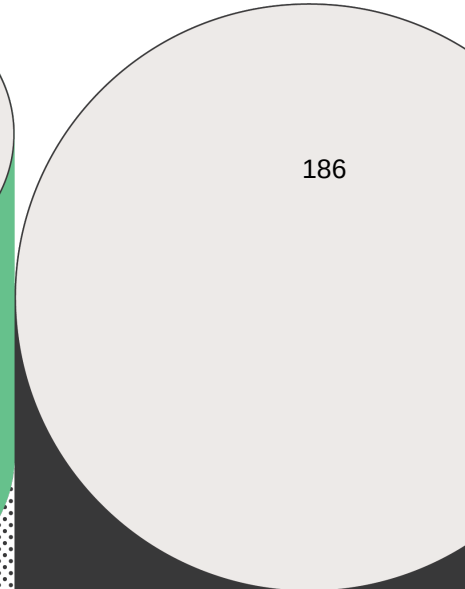
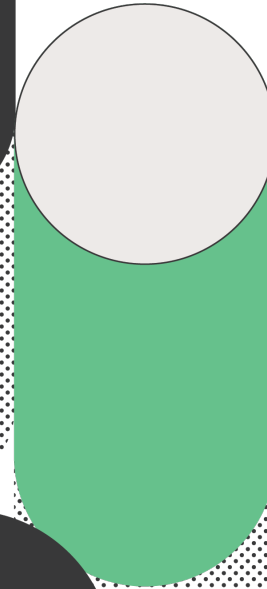
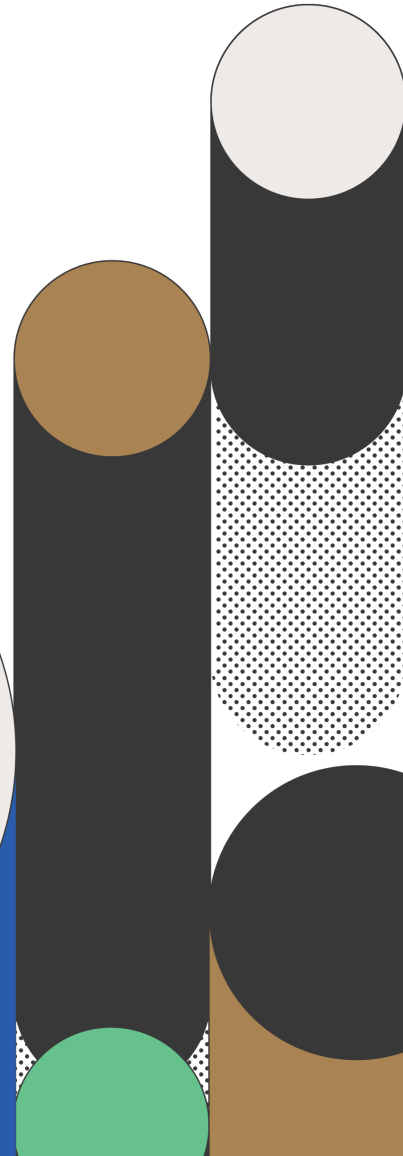
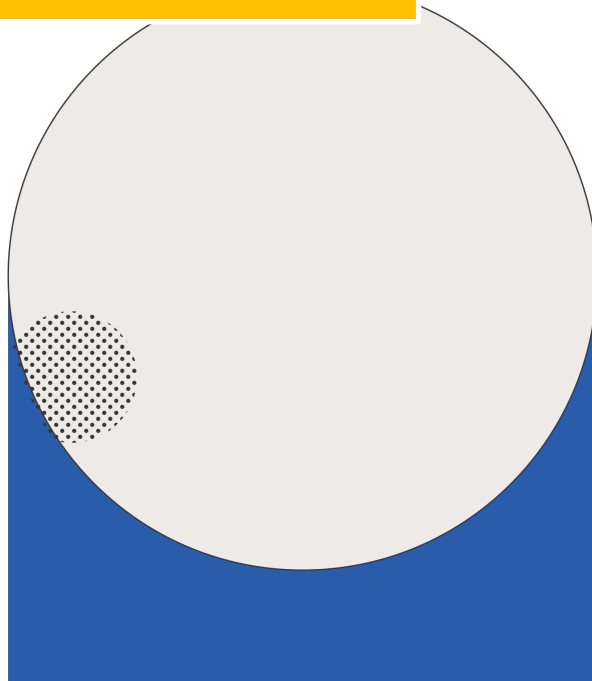
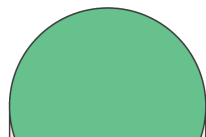
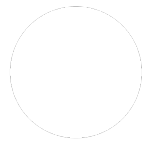
*Programs with the highest “score” to be considered as most impactful and of the highest priority

*Sustainability – Defined as “ability to fund program beyond one-time use of ARPA funds”

*Matching Funds – Defined as “other companion funding sources” (ie: Federal, State, Private, Non-profit)

Pillar 5

Treat people fairly



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City of Pueblo + Pueblo County \$1M *Reading Program Partnership*



- Youth ages 0-17, who reside in Pueblo County, can earn \$100 by checking out 10 items from the library and providing a response about the items borrowed.
- Program purpose is to allocate ARPA funds to support youth education and create incentives and opportunities for youth to “catch up” from learning time loss due to COVID



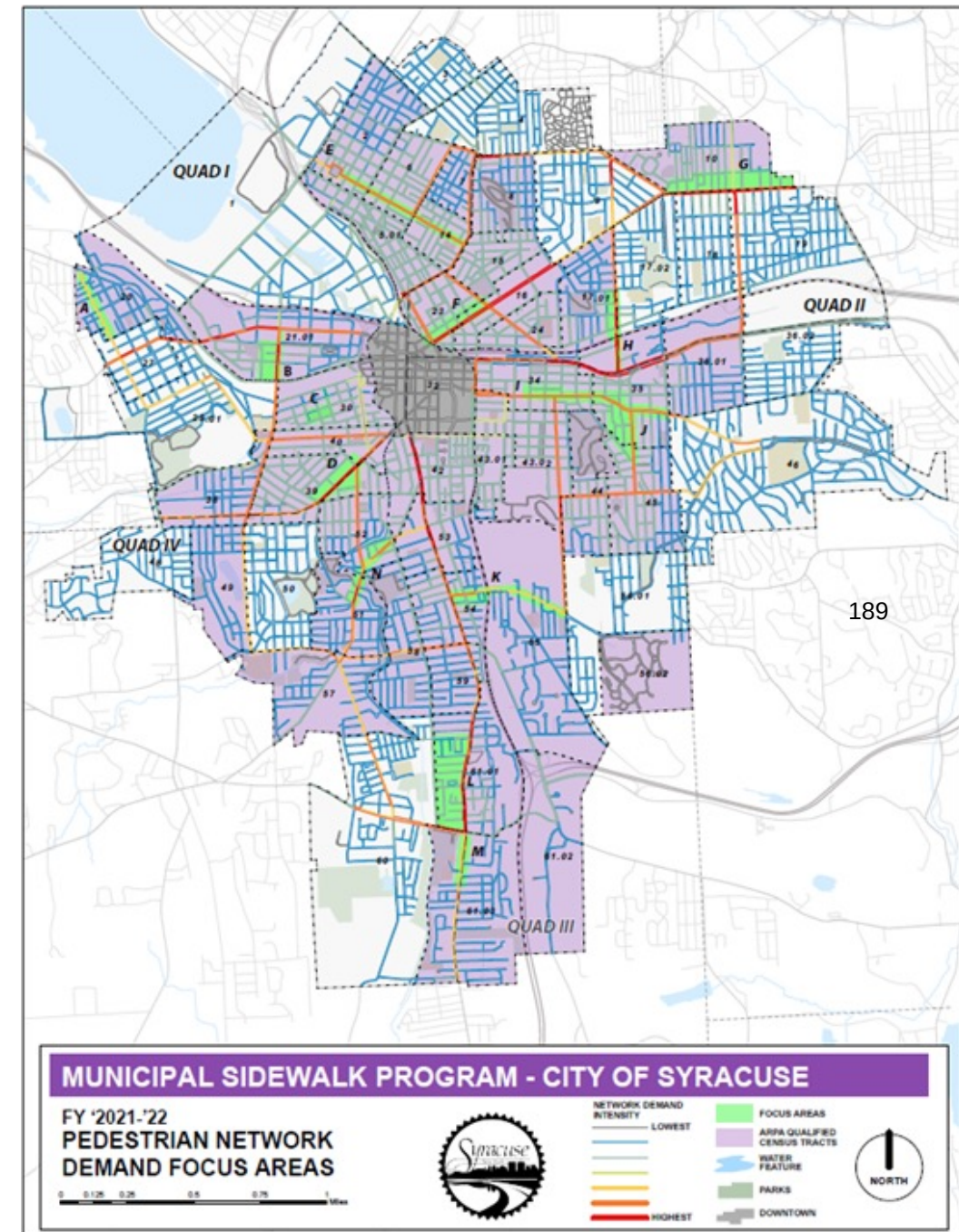
Sidewalk Program

Using \$4.5M in ARPA funding for Year 1

Key Lessons

Use ARPA funds to create platform for future development. Sidewalks improve mobility, but also open opportunities for tree planting, bike sharing spaces, and even support workforce development

Use ARPA funding to reduce financial impact. City is phasing in user fees, forgiving prior condemnations, and avoiding debt it would otherwise incur



**GUIDANCE FOR THE CORONAVIRUS
CAPITAL PROJECTS FUND**
*FOR STATES, TERRITORIES & FREELY
ASSOCIATED STATES*

U.S. Department of the Treasury





GUIDANCE FOR THE CORONAVIRUS CAPITAL PROJECTS FUND FOR STATES, TERRITORIES & FREELY ASSOCIATED STATES

U.S. Department of the Treasury | September 2021

INTRODUCTION

The U.S. Department of the Treasury (Treasury) is issuing this guidance regarding the Coronavirus Capital Projects Fund (Capital Projects Fund), established by Section 604 of the Social Security Act (the Statute), as added by Section 9901 of the American Rescue Plan Act of 2021 (American Rescue Plan). This guidance provides a summary of project eligibility and terms and conditions, as well as information about the process for applying for a grant under the Capital Projects Fund program. This guidance may be updated, revised, or modified, and Treasury may waive these standards to the extent permitted by law.

The American Rescue Plan appropriated \$10 billion to Treasury to provide payments to States, territories, freely associated states, and Tribal Governments “to carry out critical capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the Coronavirus Disease (COVID-19).” Treasury has separately published the allocations available to each eligible entity in accordance with Section 604(b), which is available at: treasury.gov/CPF.

Although this is not a competitive grant program, States, territories, and freely associated states must submit an Application and a Grant Plan; for Tribal Governments, the Application also serves as their Grant Plan.

The Capital Projects Fund allows for investment in high-quality broadband infrastructure as well as other connectivity infrastructure, devices, and equipment. Treasury encourages consultation with the statewide entity or office that oversees broadband planning and implementation, where such an entity or office exists, when planning for the use of Capital Projects Fund grant funding. In addition to supporting broadband, it also provides flexibility for each State, territory, freely associated state, and Tribal Government to make investments in other Capital Projects designed to directly enable work, education, and health monitoring and that meet Treasury’s other criteria. The Capital Projects Fund also provides flexibility for each Recipient to identify communities to be served by Capital Projects, so long as the Recipient can demonstrate that said communities have critical needs related to work, education, and health monitoring that the Capital Project intends to address.

Treasury expects many Recipients will choose to use Capital Projects Fund grant funding for Broadband Infrastructure Projects. The COVID-19 public health emergency highlighted that access to high-quality internet can enable work, education, and health access, and that individuals and communities that lack affordable access to such high-quality internet are at a marked disadvantage. Investing in broadband for communities sensitive to or that have historically experienced these inequities will be critical for improving digital equity and opportunity, especially in the case of communities that currently lack access to the affordable, reliable, high-quality broadband internet that is necessary for full participation in school, healthcare, employment, social services, government programs, and civic life.



I. AWARD TERMS AND CONDITIONS

This Section describes the overall structure and terms of the assistance, including key information on Eligible Applicants, allocations, Capital Projects eligible for funding, eligible and ineligible costs, labor practices, and the period of performance. This guidance is not intended to provide a comprehensive listing of the award terms and conditions. Such terms and conditions will be contained in the Grant Agreement.

A. ELIGIBLE APPLICANTS

Section 604 identifies States, certain territories and freely associated states, and Tribal Governments, as the entities eligible to apply for a Capital Projects Fund grant (“Eligible Applicants”).

- Eligible states (“States”) are each of the 50 states, the District of Columbia, and Puerto Rico.¹
- The seven eligible territories and freely associated states are the United States Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.²
- An eligible Tribal government³ is the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of this Act pursuant to Section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131).⁴ The State of Hawaii, for exclusive use of the Department of Hawaiian Home Lands and the Native Hawaiian Education Programs to assist Native Hawaiians, is also eligible to apply for funding under this funding category.

Capital Projects Fund Recipients may award funds to Subrecipients, such as other levels or units of government (e.g., municipalities or counties), non-profits, or private entities. For example, for Broadband Infrastructure Projects, Subrecipients may include co-operatives, electric utilities, and other entities that build or operate broadband networks, including networks that are owned, operated by, or affiliated with local governments.⁵

¹ Section 604(d)(2).

² Section 604(b)(1)(B).

³ Section 604(d)(3) of the Capital Projects Fund Statute provides that the term “Tribal government” has the same meaning given to the term in Section 602(g).

⁴ Available at <https://www.federalregister.gov/documents/2021/01/29/2021-01606/indian-entities-recognized-by-and-eligible-to-receive-services-from-the-united-states-bureau-of>.

⁵ Subrecipients receive a subaward from a Recipient to carry out a Capital Project on behalf of the Recipient with the Recipient’s federal award funding. Recipients are responsible for monitoring and overseeing Subrecipients’ use of funds and other activities related to the award to ensure that the Subrecipient complies with the statutory and regulatory requirements and the terms and conditions of the award. Recipients remain responsible for reporting to Treasury on their Subrecipients’ use of funds.



B. ALLOCATIONS

Section 604 provides for a total of \$10 billion for Treasury to make grants to Eligible Applicants to carry out critical Capital Projects and directs the Secretary of the Treasury to make grants to the Eligible Applicants in accordance with the allocation formula set forth in the Statute.

Treasury separately published on its website the allocations for each Eligible Applicant, along with the methodology used for implementing the statutory allocation formula. These documents can be accessed at: treasury.gov/CPF.

C. PROJECT ELIGIBILITY

Section 604 authorizes Capital Projects Fund Recipients to use Capital Projects Fund grant funds for critical Capital Projects that directly enable work, education, and health monitoring in response to the COVID-19 public health emergency. Such Projects include remote options.

For a Capital Project to be an eligible use of Capital Projects Fund grant funds, it must meet all of the following criteria:

1. The Capital Project invests in capital assets designed to directly enable work, education, and health monitoring.
2. The Capital Project is designed to address a critical need that resulted from or was made apparent or exacerbated by the COVID-19 public health emergency.
3. The Capital Project is designed to address a critical need of the community to be served by it.

a) Presumptively Eligible Projects

- **Broadband Infrastructure Projects.** The construction and deployment of broadband infrastructure projects ("Broadband Infrastructure Projects") are eligible for funding under the Capital Projects Fund program if the infrastructure is designed to deliver, upon project completion, service that reliably meets or exceeds symmetrical download and upload speeds of 100 Mbps. If it would be impracticable, because of geography, topography, or excessive cost, for a Broadband Infrastructure Project to be designed to deliver services at such a speed, the Project must be designed so that it reliably meets or exceeds 100 Mbps download speeds and between 20 Mbps and 100 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds. Treasury encourages Recipients to focus on projects that will achieve last-mile connections. Recipients considering funding middle-mile projects are encouraged to have commitments in place to support new and/or improved last-mile service.

Recipients are encouraged to prioritize investments in fiber-optic infrastructure where feasible, as such advanced technology better supports future needs. Treasury also encourages Recipients to prioritize Projects that involve broadband networks owned, operated by or affiliated with local governments, non-profits, and co-operatives—providers with less pressure to generate profits and with a commitment to serving entire communities.

Treasury strongly encourages that the chief executive of the Eligible Applicant and/or the authorized representative consult with the statewide entity or office that oversees



broadband planning and implementation, where such an entity or office exists, when planning for the use of Capital Projects Fund grant funds.

Recipients are encouraged to address affordability as a barrier to full use of the internet when developing their Program Plans for Broadband Infrastructure Projects. Affordability of broadband is necessary to directly enable its use by all Americans. Therefore, when selecting Broadband Infrastructure Projects for Capital Projects Fund grant funding, Recipients are required to consider whether the broadband service options offered by recipients of Capital Projects Fund grant funding will be affordable to their target markets in the proposed service area. Recipients are also encouraged to consult with the community as part of the process they undertake to consider affordability and are required to publish the description of their process for considering affordability in their project selection process. Additionally, Recipients are encouraged to require that services provided by a Capital Projects Fund-funded Broadband Infrastructure Project include at least one low-cost option offered at speeds that are sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients will be required to report pricing data as part of program performance and monitoring.

Recipients are also required to ensure that the service provider for a completed Capital Projects Fund-funded Broadband Infrastructure Project participate in federal programs that provide low-income consumers with subsidies on broadband internet access services. Initially, Recipients will be required to ensure that completed service offerings funded by the Capital Projects Fund allow subscribers in the service area to utilize the Federal Communications Commission's (FCC) Emergency Broadband Benefit (EBB) program. Once the FCC's EBB program has terminated, Treasury will identify any other program(s) that service providers must participate in to meet this requirement. Treasury will not identify programs that would require the service provider to be designated as an eligible telecommunications carrier.

Investments in Capital Projects must be carried out in ways that comply with applicable federal laws, including the 2019 National Defense Authorization Act (NDAA). Among other requirements contained in 2 C.F.R. Part 200, 2 C.F.R. 200.216 implements certain provisions of the NDAA and contains prohibitions on the use of grant funds to procure or obtain certain telecommunications and video surveillance services or equipment provided or produced by designated entities, including certain entities owned or controlled by the People's Republic of China. In addition, 2 C.F.R. 200.471 provides that certain telecommunications and video surveillance costs associated with 2 C.F.R. 200.216 are unallowable.

Recipients must explain why the communities they have identified to be served by Broadband Infrastructure Projects have a critical need for those projects as is related to access, affordability, reliability, and/or consistency. Additional discussion and explanation of critical needs can be found in Section I.C.c.3. Recipients are encouraged to prioritize projects that are designed to provide service to households and businesses not currently served by a wireline connection that reliably delivers at least 100 Mbps of download speed and 20 Mbps of upload speed. To the extent Recipients are considering deploying broadband to locations where there are existing enforceable federal or state funding commitments for reliable wireline service at speeds of at least 100 Mbps of download speed and 20 Mbps of upload speed, the Recipient should ensure that the Capital Projects Fund grant funding will not be used for costs that will be reimbursed by the other federal or



state funding stream(s). That is, Capital Projects Fund grant funds must be used only for complementary purposes. Recipients must ensure there is additional public benefit and a justification for using additional public funding to deploy to those locations. Treasury encourages Recipients to use all available federal and state datasets when making these determinations.

When determining the communities to be served by Broadband Infrastructure Projects, Recipients may choose to consider any available data including but not limited to documentation of existing broadband internet service performance, federal and/or state collected broadband data, user speed test results, interviews with community members and business owners, reports from community organizations, and any other information they deem relevant.

In evaluating such data, Recipients may take into account a variety of factors, including whether users actually receive internet service at or above speed thresholds at all hours of the day, whether factors other than speed such as latency or jitter, or deterioration of the existing connections make their user experience unreliable, and whether the existing service is being delivered by legacy technologies, such as copper telephone lines (typically using Digital Subscriber Line technology) or early versions of cable system technology (DOCSIS 2.0 or earlier), and other factors related to the services to be provided by Broadband Infrastructure Projects. Recipients may consider the actual experience of current broadband customers when making their determinations; and whether there is a provider serving the area that advertises or otherwise claims to offer broadband at a given speed is not dispositive.

- **Digital Connectivity Technology Projects.** The purchase and/or installation of devices and equipment to facilitate broadband internet access are eligible for funding under the Capital Projects Fund program where affordability has been identified by the Recipient as a barrier to broadband adoption and use. Permitted devices and equipment include laptops, tablets, and desktop personal computers⁶ for distribution to members of the public through a short- or long-term loan program or to be made available for use in public facilities. Permitted equipment includes equipment installed as part of public wi-fi infrastructure (e.g., access points, repeaters, routers).

Ownership of the equipment must be maintained by the Recipient or a Subrecipient.

Recipients must explain why the communities they have identified to be served by Digital Connectivity Technology Projects have a critical need for those projects. Additional discussion and explanation of critical needs can be found in Section I.C.c.3.

When determining the communities to be served by Digital Connectivity Technology Projects, Recipients may choose to consider any available data including but not limited to documentation of existing broadband internet service performance and pricing; federal and/or state collected broadband data; user speed test results; federal and/or state collected data, such as the American Community Survey, the U.S. Department of

⁶ Devices, such as phones and televisions, that do not permit users to fully participate in work (e.g., by providing access to fully functional remote video conferences, and necessary work applications), school (e.g., by allowing full participation in remote video classrooms and group projects, as well as the ability to draft and edit complex writing assignments), and health monitoring activities would not qualify as eligible Digital Connectivity Technology Projects under the Capital Projects Fund program.



Commerce – National Telecommunications and Information Administration’s Indicators of Broadband Need Map, or the U.S. Department of Housing and Urban Development’s Qualified Census Tracts, related to internet use, device ownership, income, and poverty; interviews with community members and business owners; reports from community organizations; and any other information they deem relevant.

- **Multi-Purpose Community Facility Projects.** Projects to construct or improve buildings that are designed to jointly and directly enable work, education, and health monitoring are eligible for funding under the Capital Projects Fund program. Examples of Multi-Purpose Community Facility Projects are:
 - Projects to construct or improve full-service community schools that provide a comprehensive academic program to their students and adult education in the community at large; health monitoring to their students and the community; and workforce training or career counseling services that provide community members with the knowledge needed to engage in work, including digital literacy training programs.
 - Projects to construct or improve libraries that provide public access to the internet for purposes including work, education, and health monitoring such as offering digital skills programs and support for community members engaging in virtual learning.
 - Projects to construct or improve community health centers that, in addition to engaging in health monitoring, provide a broader range of services to the communities they serve, including activities such as access to job counseling employment services, as well as health education classes or internship programs for medical professionals.

Projects must be designed to jointly and directly enable work, education, and health monitoring, but these activities need not be the exclusive function or purpose of the Project. For example, a building, such as a library or community center providing the public with access to computers with high-speed internet service, can meet this criterion even if the completed Project is also used for other functions, such as community recreational activities.

Recipients must explain why the communities they have identified to be served by Multi-Purpose Community Facility Projects have a critical need for such projects.

When determining the communities to be served by Multi-Purpose Community Facility Projects, Recipients may choose to consider any available data, including, but not limited to federal and/or state collected data, such as the American Community Survey or the U.S. Department of Housing and Urban Development’s Qualified Census Tracts, related to internet use, device ownership, income, poverty, health, education, and employment; interviews with community members and business owners; reports from community organizations; documentation of existing facilities providing similar or identical services to those the Capital Project is intended to provide; and any other information they deem relevant.

Treasury will require Recipients to commit that the Capital Projects will provide services or activities that directly enable work, education, and health monitoring for at least five years from the completion of the Project.



b) Ineligible Projects and Projects Not Presumed to be Eligible

General infrastructure projects, such as highways, bridges, transit systems, and ports, are ineligible under the Capital Projects Fund program. General construction and improvement of hospitals and traditional schools are not presumed to be eligible, although, there may be opportunities for such projects to receive funding under the Capital Projects Fund program if they meet the project eligibility criteria. Such projects will be reviewed on a case-by-case basis.

c) Case-by-Case Review

In addition to the presumptively eligible Capital Projects described above, a Recipient may propose a different use of funds. Such a use must meet each of the statutory criteria. The Recipient must demonstrate that its Project satisfies the criteria below.

1. The Project invests in capital assets designed to directly enable work, education, and health monitoring.

Investments in Capital Assets

Capital Project or Project means the construction, purchase, and installation of, and/or improvements to capital assets⁷ where the costs of such assets are capitalized or depreciated, including ancillary costs necessary to put the capital asset to use.

Examples of capital assets include buildings, towers, digital devices and equipment, fiber-optic lines, and broadband networks. Examples of ancillary costs include project costs related to project planning and feasibility, broadband installation, and community engagement, broadband adoption, digital literacy, and training associated with a planned or completed Project funded by the Capital Projects Fund program.

Projects that are Designed to Directly Enable Work, Education, and Health Monitoring

A Capital Project is designed to directly enable all three activities (work, education, and health monitoring) if the Project is designed to, upon completion, be used by community members while engaged in work, education, and health monitoring or activities to obtain the knowledge or skills to engage in such activities.

Projects must directly enable all three activities of work, education, and health monitoring.

- **Work:** Activities to help community members engage in employment, search for employment, and/or develop the requisite skills and knowledge to become employed (e.g., participate in career counseling programs, workforce training programs, as well as gain access to internet websites to search for and apply to jobs).

A Project is not considered to directly enable work simply because individuals are

⁷ Treasury does not intend for the definition of capital assets, as defined under Uniform Guidance, to limit eligible investments under Capital Projects.



employed at the location of the completed Capital Project; rather, the asset itself must enable new and further employment opportunities beyond employment at the location of the completed Project. In addition, job creation related to project construction and operations (e.g., employment of construction workers) would not satisfy this requirement.

- **Education:** Activities to acquire knowledge and/or skills, undertaken as part of a person's participation in school, an academic program, extracurricular program, social-emotional development program for students or youths, internship, or professional development program, or in another educational environment.
- **Health Monitoring:** Services to monitor an individual's health, including with respect to either physical or behavioral health.

Health monitoring activities are often conducted as part of telemedicine appointments with a healthcare provider, but these activities can be conducted in a variety of other ways, such as during in-person appointments with health care providers or as part of community health screening programs.

Recipients must show that the Project is designed to jointly and directly enable work, education, and health monitoring; however, these activities need not be the exclusive function or purpose of the Project. For example, construction of a building, such as a community center or library providing the public with access to computers with high-speed internet service, can meet this criterion even if the completed Project is also used for other functions, such as community recreational activities.

To directly enable all three activities, the result of the Capital Project should be assets that offer affordable services or are otherwise publicly accessible (e.g., public wi-fi).

Directly Enabling Work, Education, and Health Monitoring after Completion of the Project

Project eligibility is defined by the services that the completed Projects are designed to provide. The exact services or activities may change over time, so long as the Capital Project directly enables all three activities of work, education, and health monitoring for at least five years from the completion of the Project.

2. The Project will be designed to address a critical need that results from or was made apparent or exacerbated by the COVID-19 public health emergency.

Projects must be designed to address impediments to community members' ability to directly engage in work, education, and health monitoring that resulted from or were made apparent or exacerbated by the COVID-19 public health emergency.

Recipients are expected to first identify one or more impediments to participation in work, education, and health monitoring that resulted from or were made apparent or exacerbated by the COVID-19 public health emergency and then identify how any such impediments would be remediated with the Project.

Recipients have broad latitude to identify the specific conditions and circumstances that have



impeded their community members' ability to access work, education, and health monitoring activities and services during the COVID-19 public health emergency and must be prepared to provide a description of such conditions and circumstances in their Grant Plan. Recipients are encouraged to solicit input from and engage with community members when identifying these circumstances and conditions.

Treasury recognizes that there are some common impediments that were experienced by communities across the country. As an example, potential exposures to the virus and public health mitigation measures have made safely accessing work, school, and health monitoring resources more difficult for many communities during the COVID-19 public health emergency. The pandemic laid bare the limitations on access to high-quality, affordable, and reliable internet experienced by many Americans, including individuals living in rural America, Tribal communities, and low- and moderate-income communities, and increased reliance on high-quality internet for access to services is expected to remain a feature of American life even after the pandemic subsides. As such, Projects that enable remote access to services (e.g., Broadband Infrastructure Projects, public computer facilities) meet the requirement to remediate a need that resulted from or was made apparent or exacerbated by the COVID-19 public health emergency.

3. The Project is designed to address a critical need in the community to be served by it.

The Project must be designed to address a critical need for the Project in the community to be served by it. Communities with a critical need for the Project include those that do not have access to the resources or services that are provided by the Project, whether because of the physical absence or insufficiency within the community of the type of resources provided by the Project, or because access to those resources is unaffordable, resulting in impediment(s) to participation in work, education, and health monitoring that were caused or exacerbated by the COVID-19 public health emergency.⁸

Recipients have broad latitude to identify communities with a critical need for a Capital Project. In assessing whether a community has such a need, Recipients may consider the existing capacity, service quality, and ability to meet any relevant health, safety, or performance standards for the relevant service to be provided.

Recipients are strongly encouraged to consider individuals and communities in greatest need in identifying communities to be served by a Capital Project.⁹ Historically disadvantaged communities have experienced disproportionately poor work, education, and health outcomes, in part due to lack of access to equitable resources and opportunities in these areas.

When determining the individuals and communities with a critical need that will be served by a proposed Capital Project, Recipients may choose to consider any available data including federal and/or state collected data; interviews with community members and business owners; reports from community organizations; documentation of existing facilities providing similar or identical services to those the Capital Project is intended to provide; and any other information they deem

⁸ Tribal Governments may identify communities with a critical need that are or are not located on Tribal lands.

⁹ Targeting relief is in line with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government," which laid out an Administration-wide priority to support "equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality."



relevant.

D. ELIGIBLE AND INELIGIBLE COSTS

Allowable costs are determined in accordance with the cost principles identified in 2 C.F.R. Part 200, Subpart E.¹⁰ Federal funds committed to an award may only be used to cover allowable costs incurred during the period of performance and for allowable closeout costs incurred during the grant closeout process. Cost sharing is not a requirement for the use of these funds.

a) Program Administrative Costs

Absent Treasury's express consent, Program Administrative Costs over the period of performance may not exceed the greater of five (5) percent of the total amounts of the grant received under the Capital Projects Fund, or \$25,000. The five percent limitation on administrative expenses includes the combined total of indirect costs and direct administrative costs charged to an award. The term "Program Administrative Costs" is defined as the costs of administering the Capital Projects Fund grant funding by a Recipient, providing technical assistance to potential Subrecipients, and complying with grant administration and audit requirements. Recipients may request a higher limit on Program Administrative Costs by providing a rationale for the use of additional funds for administrative purposes.

Consistent with 2 C.F.R. 200.414(f), Recipients that do not have a current negotiated indirect cost rate may elect to charge indirect costs to an award pursuant to a de minimis rate of up to ten percent of modified total direct costs (MTDC) for program administration, in which case a negotiated indirect cost rate agreement is not required.

Recipients may use their negotiated cost rate agreement so long as the total of all administrative costs incurred by the Recipient and any subrecipient, whether direct or indirect costs, do not exceed any applicable limit on Program Administrative Costs.

As described in 2 C.F.R. 200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both.

b) Project Costs

A Recipient may use funds to cover costs incurred during the period beginning March 15, 2021, for one or more eligible Projects. For pre-award costs incurred after March 15, 2021, but prior to execution of the Grant Agreement, Recipients are required to provide reasonable assurance that the costs were incurred pursuant to the negotiation of and in anticipation of the Capital Projects Fund award and are necessary for the efficient and timely performance of the Project. Such costs are allowable only to the extent they would have been allowable if incurred after the date of the Capital Projects Fund award and only with the written approval of Treasury.

Project costs are not limited to new construction. For example, Project costs can involve

¹⁰ The government has established a set of principles for determining eligible or allowable costs. Allowable costs are determined in accordance with the cost principles applicable to the entity incurring the costs. For example, the allowability of costs incurred by State, local or Tribal Governments is determined in accordance with the provisions of 2 C.F.R. Part 200, Subpart E.



improvements and repairs to buildings to permit the buildings to be used for eligible purposes.

Eligible Project Costs. Below is a non-exhaustive list of eligible costs:

- Costs associated with completing the grant or Application and Grant Plan;
- Pre-project development costs and uses, including data-gathering, feasibility studies, community engagement and public feedback processes, equity assessments and planning, and needs assessments; permitting, planning, architectural design, engineering design, and work related to environmental, historical, and cultural reviews;
- Costs of repair, rehabilitation, construction, improvement, and acquisition of real property, equipment (e.g., devices and office equipment), and facilities (e.g., telecommunications equipment, including infrastructure for backhaul, middle, and last mile networks);
- Cost of long-term leases (for terms greater than one year) of facilities required to provide qualifying broadband service, including indefeasible right-of-use (IRU) agreements and capital leases;
- Personnel costs including salaries and fringe benefits for staff and consultants required for carrying out a Capital Project (such as project managers, program directors, subject matter experts, equity consultants, grant administrators, financial analysts, accountants, and attorneys);
- Ancillary costs necessary to operationalize and put the capital assets to full use, including costs to increase broadband adoption and improve digital literacy;
- Costs associated with monitoring of and reporting on Projects in compliance with Treasury requirements, including award closeout costs;
- Costs associated with collecting and measuring performance data and conducting activities needed to establish and maintain a performance management and evaluation regime related to Projects funded by the Capital Projects Fund program.

Ineligible Project Costs. Unless otherwise permitted by Treasury, Capital Projects Fund grant funds may not be used for the following purposes:

- Acquisition of spectrum licenses;
- Operating expenses, other than grant administration costs;
- Short-term operating leases;
- Payment of interest or principal on outstanding debt instruments, or other debt service costs incurred prior to March 15, 2021;
- Fees or issuance costs associated with the issuance of new debt;
- Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding; or
- To support or oppose collective bargaining. This does not affect the ability to use funds to comply with 41 C.F.R. 60-1.4.

E. STRONG LABOR PRACTICES IN CONSTRUCTION

It is important that investments in Capital Projects be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Projects funded by the Capital Projects Fund must comply with all applicable federal laws and regulations, and with all requirements for state, local, and Tribal laws and ordinances to the extent that such requirements



do not conflict with federal laws.

While the federal Davis-Bacon Act prevailing wage rate requirements do not apply to Projects funded solely by the Capital Projects Fund program, except for Capital Projects Fund-funded construction Projects undertaken by the District of Columbia,¹¹ Treasury encourages Recipients to ensure that Capital Projects incorporate strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries. Treasury further encourages Recipients to prioritize employers (including contractors and subcontractors) without recent violations of federal and state labor and employment laws as a further measure that may minimize project disruptions and delays.

Among other requirements contained in 2 C.F.R. 200, Appendix II, all contracts made by a Recipient or Subrecipient in excess of \$100,000 that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). And as noted below in Section III.C, Treasury will seek information from Recipients on their workforce plans and practices related to Capital Projects Fund Projects, as well as information about subcontracted entities.

Further, Treasury encourages Recipients to prioritize in their procurement decisions employers who can demonstrate:

- Their workforce meets high safety and training standards, including professional certification, licensure and/or robust in-house training;
- Prioritization in hiring of local workers and/or workers from historically disadvantaged communities;
- Direct employment of their workforce, or policies and practices in place to ensure contractors and subcontractors meet high labor standards; and
- No recent violations of federal and state labor and employment laws.

F. PERIOD OF PERFORMANCE

All funds must be expended by December 31, 2026, which is the end of the period of performance. Recipients must return to Treasury any grant funds that are not used by the end of the period of performance on December 31, 2026. Treasury may, in its sole discretion, grant extensions to the period of performance upon request from Recipients.

¹¹ Neither the Davis-Bacon Act nor Davis-Bacon Act related provisions requirements apply to projects funded solely with award funds from the Capital Projects Fund, except for Capital Projects Fund-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds (Capital Projects Fund or otherwise) to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be subject to the requirements of the Davis-Bacon Act, when Capital Projects Fund grant funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as “baby Davis-Bacon Acts”) may apply to projects.



II. GRANT PROCESS FOR STATES, TERRITORIES & FREELY ASSOCIATED STATES

This section provides a summary of the steps for states, territories, and freely associated states to access Capital Projects Fund grant funds. The process for requesting Capital Projects Fund grant funding involves three main steps, described in detail below.

1. Submission of an Application to Treasury establishing Applicant eligibility.
2. Execution of a Grant Agreement with Treasury.
3. Submission of Grant Plans to Treasury, which will be used by Treasury to assess proposed use of funds for alignment with Capital Projects Fund objectives and requirements.

A. REQUIREMENTS

For an Application and Grant Plan to be approved, each Applicant must:

- Demonstrate that it is an Eligible Applicant;
- Demonstrate that funds will be used for eligible Capital Projects, including how the funds will address critical needs of the communities to be served;
- Provide a Grant Plan for use of the funds;
- Demonstrate that program performance will be measured in a robust manner, measuring outputs and outcomes for Projects and Programs, through a program evaluation plan;
- Comprehensively respond to all Application and Grant Plan requirements; and
- Provide additional information as required by Treasury.

B. APPLICATION CONTENTS

a) Requested Grant Amount

Eligible Applicants must specify the amount of Capital Projects Fund grant funding that they wish to receive, not to exceed their allocated amount (see Section I.B above). Eligible Applicants may request this amount or a smaller amount and may reduce their requested amount at a later date. However, Eligible Applicants may not increase their total requested amount after 365 days following the date that Treasury begins accepting Applications via the Capital Projects Fund Portal (“Capital Projects Fund Portal Launch”).

b) Requested Amount for Program Administrative Costs

Eligible Applicants must specify the amount of Capital Projects Fund grant funding for Program Administrative Costs that they wish to have access to following execution of the Grant Agreement. This amount may not generally exceed five percent of the total requested grant amount, or \$25,000, whichever is greater. Recipients may request a higher limit on Program Administrative Costs by providing a rationale for the use of additional funds for administrative purposes. If Eligible Applicants request less than five percent of the total grant amount at the time of their Application, they may request the remaining amount at a later date.

c) Designation Letter

If applicable, the Application must include a designation letter signed by the chief executive of the Eligible Applicant (e.g., State Governor) that identifies and delegates authority, as appropriate, to an authorized representative. The authorized representative is the individual who will sign the



necessary certifications, submit the Application, and sign the Grant Agreement on behalf of the Eligible Applicant.

d) Points of Contact

The authorized representative may designate one or more points of contact to communicate with Treasury regarding the Capital Projects Fund Application and Grant Plans.

e) Eligibility and Payment Information

The Eligible Applicant must provide their IRS Employer Identification Number (EIN), and their Dun & Bradstreet D-U-N-S Number, a unique nine-digit identification number linked to the Eligible Applicant's physical location. Eligible Applicants will also be required to provide bank account information necessary to make Capital Projects Fund grant payments, and may be asked to provide additional information to allow Treasury to establish eligibility.

C. SUBMITTING APPLICATIONS

Accessing the Capital Projects Fund Portal. To gain access to the Capital Projects Fund Portal and submit an Application, the authorized representative and/or points of contact (see Section II.B.c and Section II.B.d), as appropriate, must have a registered username and password through the ID.me identity verification service. ID.me is an approved Treasury service provider. ID.me registration requires a one-time identity verification process that involves validation of multiple forms of identification (e.g., passports) using a mobile phone camera. All personally identifiable information provided to ID.me is encrypted and disclosed only with the express consent of the user. Users who are not able to validate their identity using ID.me should contact the Capital Projects Fund (see Section V).

Application Form. Applications will only be accepted through the Capital Projects Fund Portal, accessible at: <https://portal.treasury.gov/>. A .pdf sample of the Application content will be available on the Treasury website at: treasury.gov/CPF.

Application Deadline. Eligible Applicants must complete the Application by December 27, 2021 to receive funding under the Capital Projects Fund. Treasury will post the specific dates on its website during which it will accept Capital Projects Fund Applications. Failure to submit a timely Application may result in the forfeiture of grant funds. Eligible Applicants have additional time, as outlined in Section II.F, to submit subsequent detailed Grant Plans.

Eligibility. Only eligible entities may apply, and only one Application shall be accepted from each eligible entity. Eligible Applicants should coordinate internally to ensure that only one Application is submitted.

D. EXECUTION OF AGREEMENTS

Treasury Determinations. Treasury will review Applications for completeness and Applicant eligibility. Treasury will also review additional required or requested material as well as any other reasonable supplementary information submitted by Eligible Applicants. Treasury may consult with other U.S. Government agencies in reaching its Application determinations, but final determinations will be at Treasury's sole discretion.



Grant Agreements. Once Treasury has validated Application completeness and Applicant eligibility, the Eligible Applicant's authorized representative (see Section II.B.c) will execute a Grant Agreement. The Grant Agreement will, among other things, contain terms and conditions related to the following:

- Roles and responsibilities;
- Grant payments;
- Eligible uses of funds (see Section I.C.);
- Period of performance, which ends on December 31, 2026;
- Accounting and reporting requirements;
- Compliance requirements and remedies for noncompliance, including but not limited to return of funds where appropriate;
- Audits, recordkeeping, and internal controls; and
- Other terms required or permitted by federal law.

E. PAYMENT OF FUNDS FOR PROGRAM ADMINISTRATIVE COSTS

After executing a Grant Agreement, Recipients will have access to the amount of funds requested in the Application for Administrative Costs, in an amount up to five percent of the total amount of the grant, or \$25,000, whichever is greater (unless Treasury has specifically authorized a higher amount). If an Eligible Applicant requested less than five percent of the total grant amount at the time of its Application, it may request the remaining amount at a later date.

F. GRANT PLAN CONTENTS

Recipients must submit a plan for deploying Capital Projects Fund grant funding (the Capital Projects Fund Grant Plan or Grant Plan) within 365 days of the Capital Projects Fund Portal Launch, providing information on the Recipient's intended uses of Capital Projects Fund funds. Recipients will be able to submit Grant Plans requesting funding up to the amount that was stated in their Application (see Section II.B.a). Treasury may publicly share information from the Grant Plan.

A Grant Plan will consist of an executive summary, an Allocation Table showing the broad categories of Capital Projects the Recipient seeks to undertake using Capital Projects Fund grant funds (e.g., Broadband Infrastructure Projects, Digital Connectivity Technology Projects, Multi-Purpose Community Facility Projects) and how much the Recipient intends to spend on each such category, and one or more Program Plans. Each Program Plan is intended to provide more detailed information on a particular type of Capital Project(s) the Recipient intends to undertake, and constitutes an Eligible Applicant's request for funding for those Capital Projects. For example, a State might file a Grant Plan that indicates that it intends to spend funding on broadband deployment throughout the State, and a Program Plan that provides detailed information on its deployment plan for only some of the counties in the State. Later, it could file Program Plans detailing its deployment plans for other counties in the State.

After submitting a Grant Plan, that includes at least one Program Plan, Recipients may submit additional Program Plans on a rolling basis throughout the 365-day submission window so that Recipients can seek funding for a particular Capital Project (or Projects) when the Recipient is ready. Treasury will assess and approve each Program Plan separately and will separately provide access to funds for each Program Plan when approved. For example, a Recipient with



two Program Plans may submit, receive Treasury approval, and have access to funds for one Program Plan in December 2021, and then submit, receive Treasury approval, and have access to funds for the second Program Plan in March 2022.

Recipients should reference the Capital Projects Fund Portal for specific instructions and required information.

G. SUBMITTING CAPITAL PROJECTS FUND GRANT PLANS

Grant Plan Submission. Recipients will submit Grant Plans by logging into the Capital Projects Fund Portal (see Section II.C for full access instructions).

Grant Plan Deadline. After Capital Projects Fund Portal Launch, the Capital Projects Fund Portal will be open for 365 days for Recipients to submit Grant Plans. To be considered, complete Grant Plans must be submitted through the Capital Projects Fund Portal by this deadline, after which the Capital Projects Fund Portal will be closed to new Grant Plans. The deadline will be posted on the Capital Projects Fund website at the address provided below at Section V. Treasury will not consider Grant Plans submitted after the deadline, including any draft Grant Plans in the Capital Projects Fund Portal that were not completed and submitted by the deadline. Funding for Programs (as described the Recipient's Allocation Table) for which no complete Program Plan is received by the deadline will be considered forfeited by the Recipient, unless Treasury, in its sole discretion, grants a deadline waiver.

Updating Grant Plans. Recipients may submit updates to Grant Plans, or portions thereof (i.e., Allocation Table and Program Plans) through the Capital Projects Fund Portal. Updates to Grant Plans will be subject to review and approval by Treasury.

H. REVIEWING GRANT PLANS

Treasury Determinations. Treasury will review Grant Plans for completeness and consistency with Capital Projects Fund requirements (Recipient eligibility will be assessed during review of the Application (see Section II.D)). Treasury will review Grant Plans, including additional required or requested material, and any other reasonable supplementary information submitted by Recipients to assess whether the Recipient will fulfill the requirements and objectives of the Capital Projects Fund. Treasury may consult with other U.S. Government components in reaching its determinations, but final Grant Plan determinations will be at Treasury's sole discretion.

Each Program Plan will be evaluated for alignment with Capital Projects Fund requirements and will be assessed independently from the Recipient's other Program Plans. Treasury may review and approve Grant Plans in whole or in part.

Grant Plan Reviews and Approvals. If Treasury approves a Grant Plan only in part, the Recipient will be provided an opportunity to provide further information or address deficiencies identified by Treasury. Treasury may also return a Grant Plan to the Recipient with recommendations for improvement and resubmission to Treasury for reconsideration. Treasury may, in its discretion, allow Grant Plan deadline extensions for those plans undergoing remediation related to consistency with project eligibility criteria. It is the Recipient's responsibility to be responsive to Treasury communications and submit complete and accurate information by the stated deadlines to receive timely consideration and a definitive response. Failure to comply with Treasury's deadlines and information requests could jeopardize access to full Capital Projects Fund grant



funding.

Timing of Reviews. Following Capital Projects Fund Portal Launch, Treasury will review Grant Plans upon receipt. Recipients are encouraged to submit Grant Plans as soon as possible after the Capital Projects Fund Portal Launch to expedite Treasury review and subsequent access to funds.

I. PROGRAM PAYMENTS

After Treasury approves a Grant Plan in whole or in part, Treasury will inform the Recipient of the schedule for payments to the Recipient for purposes of the approved portions of the plan. The amounts, timing, and conditions of such payments will be determined by Treasury in its sole discretion.

J. APPLICATION AND GRANT PLAN ASSISTANCE

Treasury is available to answer questions about the grant process and the Capital Projects Fund in general; e-mail correspondence is preferred. The Capital Projects Fund program contact information is provided below at Section V. Treasury may also host webinars and post FAQs on its website.



III. OTHER REQUIREMENTS

This Section provides a summary of other requirements that Recipients must meet, including construction, reporting, and compliance requirements. Treasury will release detailed reporting and compliance requirements soon after the Capital Projects Fund Portal Launch.

A. PUBLIC REPORTING

Treasury is required by transparency laws to disclose the names of Capital Projects Fund Recipients and the amounts of Capital Projects Fund grants, and Treasury may disclose other information provided by Recipients in their Applications or Grant Plans to the public. Treasury will post this information on its website and report this information on the usaspending.gov website, which allows the public to see how the federal government has distributed COVID-19 relief funding.

B. COMPLIANCE REQUIREMENTS FOR CONSTRUCTION

Projects funded by the Capital Projects Fund must comply with all applicable federal environmental laws. Generally, the National Environmental Policy Act does not apply to Projects funded by the Capital Projects Fund.¹² Prior to funding a Capital Project, Recipients may complete an environmental checklist, to be made available on the Capital Projects Fund website, to determine whether certain environmental laws apply. Generally, Capital Projects that do not involve construction activities will not be subject to federal environmental review requirements.

Projects must reach substantial completion before December 31, 2026. Substantial completion is defined as the date for which the Project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational. Recipients may request extensions beyond this timeframe to the extent that factors outside of the Recipient's control have impacted Project delivery timelines. Treasury will approve extension requests on a case-by-case basis.

C. REPORTING

In general, Recipients will be responsible for satisfying the following reporting requirements:

- *Project and Expenditure Reports* submitted quarterly to Treasury that include data regarding Projects, expenditures, Project status, subawards, civil rights compliance, equity indicators, community engagement efforts, programmatic data such as geospatial data for Broadband Infrastructure Projects, and other measures as determined by Treasury. To provide public transparency on whether Projects are using practices that promote on-time and on-budget delivery, Treasury will seek information from Recipients on their workforce plans and practices related to Capital Projects Fund Projects, as well as information about subcontracted entities.
- *Performance Reports* submitted on an annual basis and demonstrating the outcomes of the Capital Projects Fund-financed grant programs. Reports must include data related to Project and Program outputs and outcomes against the stated objectives of the Recipient's Grant Plan. Costs associated with collecting and measuring performance data and

¹² Projects supported with payments from the Capital Projects Fund may still be subject to NEPA review if they are also funded by or otherwise involve actions from other federal programs or agencies.



conducting activities needed to establish and maintain a performance management and evaluation regime, including program evaluations¹³ conducted in support of Performance Report requirements, are eligible under the Capital Projects Fund.

Treasury will release detailed reporting guidance soon after the Capital Projects Fund Portal Launch.

D. OVERSIGHT

Recipients and Subrecipients will be subject to audit or review by the Treasury Inspector General and Government Accountability Office.

E. APPLICATION OF UNIFORM GUIDANCE

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 apply to the Capital Projects Fund grant, except for any provisions Treasury may determine are inapplicable to an award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

F. SANCTIONS

In the event of a Recipient's noncompliance with applicable law or Capital Projects Fund program requirements or guidance, Treasury may impose additional conditions on the receipt of additional Capital Projects Fund funds by the Recipient, terminate further payments from the Capital Projects Fund, seek the repayment of previous Capital Projects Fund payments, or take other available remedies pursuant to 2 C.F.R. 200.339.

G. CONFIDENTIALITY OF ELIGIBLE APPLICANT INFORMATION

Treasury may publicly share information from the Application. Eligible Applicants are encouraged not to include any confidential or proprietary information in their Applications. If any such information is included, Eligible Applicants must identify and label it.

H. CIVIL RIGHTS COMPLIANCE

Recipients of federal financial assistance from Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of federal funds. Those requirements include ensuring that entities receiving federal financial assistance from Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 C.F.R. part 28; Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 C.F.R. part 23.

¹³ For additional information on example program evaluation standards and practices, please see OMB M-20-12, available at: <https://www.whitehouse.gov/wp-content/uploads/2020/03/M-20-12.pdf>.



In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from Recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 C.F.R. part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 C.F.R. part 42, provide for the collection of data and information from Recipients (see 28 C.F.R. 42.406). Treasury may request that Recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

I. COMPLIANCE WITH APPLICABLE LAWS

Recipients are responsible for complying with all applicable federal, Tribal, and state laws.



IV. DEFINITIONS

Treasury will apply the following definitions for purposes of this guidance. These definitions supplement and interpret certain terms in Section 604(b) of the Statute. Terms not defined herein shall have the definitions contained in Uniform Guidance

- (a) “Allocation Table” means a summary of all contemplated funding sources and uses for Program funded with Capital Projects Fund grant funding.
- (b) “Application” means the form hosted on the Capital Projects Fund Portal where Applicants will demonstrate eligibility, provide information, and respond to requirements necessary for receiving a Capital Projects Fund Grant.
- (c) “Broadband Infrastructure Project” has the meaning set forth in Section I.C.a.
- (d) “Capital Project” or “Project” has the meaning set forth in Section I.C.c.
- (e) “Capital Projects Fund Grant Plan” or “Grant Plan” means a plan for deploying Capital Projects Fund grant funding that is submitted by a Recipient as part of the request for funding.
- (f) “Capital Projects Fund Portal” means the electronic submissions portal where Eligible Applicants can submit their Application, Capital Projects Fund Grant Plan, and other information necessary to receive a Capital Projects Fund award. The Capital Projects Fund Portal may be reached at: <https://portal.treasury.gov/>.
- (g) “Capital Projects Fund Portal Launch” means the date at which Treasury begins accepting Applications via the Capital Projects Fund Portal to receive Capital Projects Fund grant funding.
- (h) “Digital Connectivity Technology Project” has the meaning set forth in Section I.C.a.
- (i) “Eligible Applicant” has the meaning set forth in Section I.A.
- (j) “Grant Agreement” means the standardized agreement executed between the Eligible Applicant’s authorized representative and Treasury that outlines the terms and conditions of the funds, reporting and recordkeeping, and other requirements.
- (k) “Multi-Purpose Community Facility Project” has the meaning set forth in Section I.C.a.
- (l) “Program” means one or more Capital Projects with common characteristics (e.g., a group of Multi-Purpose Community Facility Projects that directly enable work, education, and health monitoring) for which an Eligible Applicant is seeking funding under the Capital Projects Fund.
- (m) “Program Administrative Cost” means the costs incurred by a Recipient related to the administration of Capital Projects Fund awards, the provision of technical assistants to potential Sub-recipients, and compliance with grant administration and audit requirements.
- (n) “Program Plan” means a plan submitted by a Recipient containing a description of a



Program for which the Recipient is seeking funding under the Capital Projects Fund.

- (o) “State” has the meaning set forth in Section I.A.
- (p) “Statute” means Section 604 of the Social Security Act.
- (q) “Treasury” means the U.S. Department of the Treasury.
- (r) “Tribal Government” means the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of this Act pursuant to Section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131) and the State of Hawaii (for exclusive use of the Department of Hawaiian Home Lands and the Native Hawaiian Education Programs to assist Native Hawaiians).
- (s) “Uniform Guidance” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (2 C.F.R. 200).



V. CONTACT INFORMATION

E-mail correspondence is preferred. Correspondence by mail may be subject to significant delays.

CapitalProjectsFund@treasury.gov

U.S. Department of the Treasury Attn: **Capital Projects Fund**
1500 Pennsylvania Ave NW
Washington, DC 20220

<https://www.treasury.gov/CPF>



Village of



MAYWOOD

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

Community Development

TO: Chasity Wells- Armstrong, Village Manager

cc: Mayor Nathaniel George Booker

FROM: Angela Smith, Acting Director of Community Development

DATE: October 5, 2021 -COW Agenda

RE: IML Conference

I had the opportunity to attend the IML Conference this year in person, I took the Economic Development tracking focusing on sessions that involved planning technics, infrastructure improvements along with information on TIF funds and, how to leverage and establish a new TIF. The TIF information was invaluable because although my position works directly with TIF, this will be my first experience being a part of establishing a new TIF. I was also able to attend sessions around Planning and Revitalizing of downtowns where towns went through a case study of revitalizing buildings and streetscapes in their downtowns. This session also shared information on the funding used in towns one of the Grants discussed was the Rebuild Downtown and Capital Grant program; the grant we'll be meeting on later in October. Attendance at IML was an opportunity to also catch up and hear ideas from other communities specifically I had the opportunity to meet with officials from Park Forest a community that we have been assisting with information regarding a new Interfaith Development being proposed in their town. With workload/time constraints/deadlines I had to make sure that I was very focus on areas that impact my Department I usually would attend some sessions outside of my comfort zone i.e. municipal finance, open meetings etc. but time wasn't on my side this year. Thank you for the allowing me to attend.



Village of

MAYWOOD

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

CODE ENFORCEMENT DEPARTMENT

Memorandum

To: Arlean Ireland
From: Walter Duncan
CC: Connie Thompkins, Chasity Wells-Armstrong
Date: 10/01/2021
Re: Initiatives to combat property maintenance issues with vacant or abandoned property

In response to the high number of complaints my department receives regarding property maintenance violations at vacant or abandoned properties. I have taken the following initiatives to try and help combat issues that arise.

1. Vacant and or abandoned properties are now being secured in a way that makes them more difficult to regain entry.
2. we are now contacting utility companies and having service terminated at the distribution point. Without utilities this makes the property less attractive to vagrants and squatters.
3. Vacant or abandoned buildings littered with trash and debris are being referred to the Public Works Department or Village contractors for cleanup.
4. Vacant or abandoned buildings that are dangerously dilapidated are being considered for demolition.

We are continually exploring different strategies to combat issues.

Walter Duncan,
Director of Building & Code

MAYWOOD, ILLINOIS POLICE DEPARTMENT ANALYSIS: HOMELAND SECURITY AND EMERGENCY MANAGEMENT

HISTORY AND STATEMENT

The United States Department of Homeland Security is our national law enforcement agency that was born from the commitment and resolve by Americans across the country, in the wake of the September 11, 2001 terrorist attacks, to improve the management of either natural or man-made disasters or emergencies. Many cities and villages have created their own versions of Homeland Security agencies to carry out similar purposes.

A near neighbor to the Village of Maywood, the Village of Bellwood, Illinois, has an established homeland security department. It is their mission “to prepare, protect and assist the citizens of the Village of Bellwood through planning, prevention, training, mitigation, response and recovery to all hazards, natural or man-made; and to enhance the safety and security of Bellwood by working to prevent, protect against, mitigate the effects of, respond to and recover from all incidents, through a whole community, all hazards approach.”

Melrose Park, Illinois is another neighboring Village of Maywood. They also have a homeland security department with a mission “to provide well trained professionals and volunteers to respond to any emergency situation in need of assistance.” Melrose Park also provides their residents with public information to prepare them in the event of a disaster or an emergency.

Maywood’s emergency response is currently a combined effort between both the Police Department and Fire Department. Village Ordinance for Civil Emergencies (Chapter 37), Section 37.05, already exists and established an Emergency Services and Disaster Agency (ESDA) to “prevent, minimize, repair, and alleviate injury or damage” due to an emergency or hazard or actions against the country or state. There is no ESDA coordinator to manage Village interests and the position has been vacant since 2013. The last emergency plan was approved in 2014 and requires updates. In the event of an emergency, we both, Police and Fire, would have to manage that event and manage both of our perspective missions. An enhancement to an emergency response would be the formation of a homeland security department like our neighbors. These men and women who form this particular assignment would work cooperatively with police and fire services to protect our citizens. An ESDA coordinator position would then cease to exist.

Our Village can implement a “Homeland Security” entity by including similar features observed in Melrose Park and Bellwood. Selecting volunteers and providing them with specific training in all areas of hazards, threats, and incident planning, offer an opportunity for the Village to have an improved response in emergency circumstances.

MAYWOOD, ILLINOIS POLICE DEPARTMENT ANALYSIS:

HOMELAND SECURITY AND EMERGENCY MANAGEMENT

GOAL

Establish a Department of Homeland Security and Emergency Management (DHSEM) for the Village of Maywood, Illinois as a replacement for Emergency Services and Disaster Agency (ESDA).

Commentary: Maywood's Emergency Services and Disaster Agency (ESDA) exists for the Village and was formed in accordance with the Illinois Emergency Management Act (20 ILCS 33005/1 et seq) as an ordinance and passed September 1, 2004, with an amendment passing September 20, 2004. The Maywood Police Department, and the Maywood Fire Department, is seeking concurrence with the Village Board to establish a Department of Homeland Security and Emergency Management to enhance the emergency response to natural disasters and natural or man-made threats (refer to attachment 1).

ACTION REQUIRED

The President and Board of Trustees need to vote on discontinuing the Emergency Services and Disaster Agency (ESDA) and cause the establishment of the Department of Homeland Security and Emergency Management (DHSEM).

Commentary: DHSEM will operate in a para-military format under its own established policies and directives. It is being proposed that an initial start up will accommodate one (1) employee who will be paid by the Village and six (6) employees who will be volunteers for a total department staffing of seven (7). To carry out the unique roles, all DHSEM members shall become Auxiliary Police Officers which is allowable under Chapter 32, Section 32.05(refer to attachment 2).

STAFF RECOMMENDATION

Change Village Ordinance found in Chapter 37 and which established an Emergency Services and Disaster Agency (ESDA) to form a Department of Homeland Security and Emergency Management (DHSEM) entity. Authorize a start up budget not to exceed \$25,000 with \$15,000 as Department Head Compensation and \$10,000 as start-up expenses.

Commentary: The former ESDA Coordinator would become a Department Head for DHSEM and serve in the role of Chief. Other personnel would be volunteers and would not receive any compensation.

LOCATION

Vacant Village property located at 2120 South Fifth Avenue (near the corner of Fifth and Roosevelt) is a location suitable for the newly created Village Department. The site requires remediation prior to use.

MAYWOOD, ILLINOIS POLICE DEPARTMENT ANALYSIS:

HOMELAND SECURITY AND EMERGENCY MANAGEMENT

Commentary: Until a site evaluation and repair can be completed, the new Department could utilize space at the Police sub-station located in the 1100 block of Madison. As auxiliary policing staff, the DHSEM staff could assist with the area police mission. The President and Board hold the authority to identify and provide a location under Chapter 37, Section 37.05 (E). The same authority would exist under the newly formed department (refer to attachment 3).

PROPOSED FISCAL YEAR 2022 (FY22) BUDGET

Staff is recommending a start-up budget of \$25,000 with three budget lines:

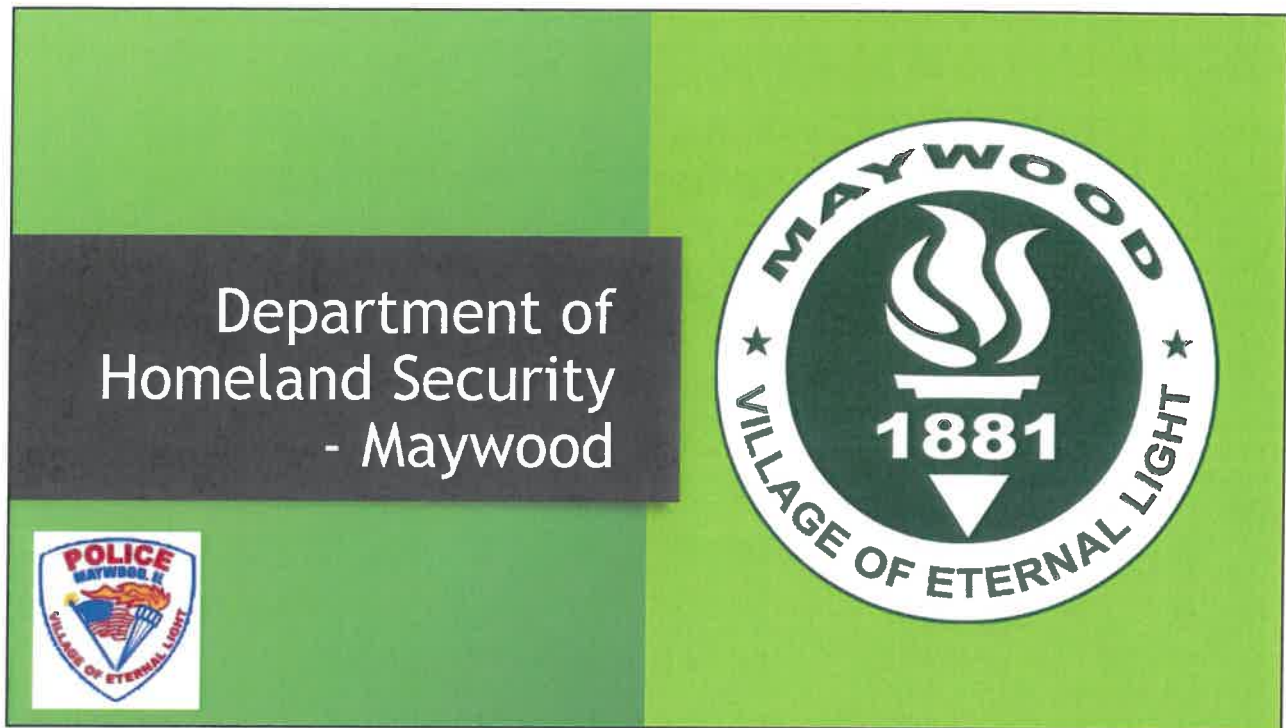
Personnel: \$15,000 (Department Head)
Equipment: \$5,000 (Tools and gear)
Contractual: \$5,000 (Training and Supplies)

Commentary: The Maywood Police Department (MPD) will identify two (2) administrative vehicles to serve as initial DHSEM fleet start-up equipment. In the next budget planning cycle, the selected Department head can identify additional equipment needs and requirements. The President and Board members should be aware the Department will be requiring approximately two (2) buses, two (2) emergency rescue units (ambulances), two (2) portable generators, and two portable lighting systems as a minimal equipment base. MPD will be looking into the assisting the newly formed Department with securing the equipment from the Law Enforcement Support Office (LESO) which facilitates the transfer of excess Department of Defense property under the authority of 10 United States Code 2576a, and before it is destroyed. MPD does recommend DHSEM secure a crew cab long bed four wheel drive vehicle to tow portable emergency equipment. If equipment from LESO is unavailable, quality pre-owned vehicles and equipment may be acquired from a variety of vendors. As an example, squad cars may be purchased at Chicago Motors, Incorporated (refer to attachment 4).

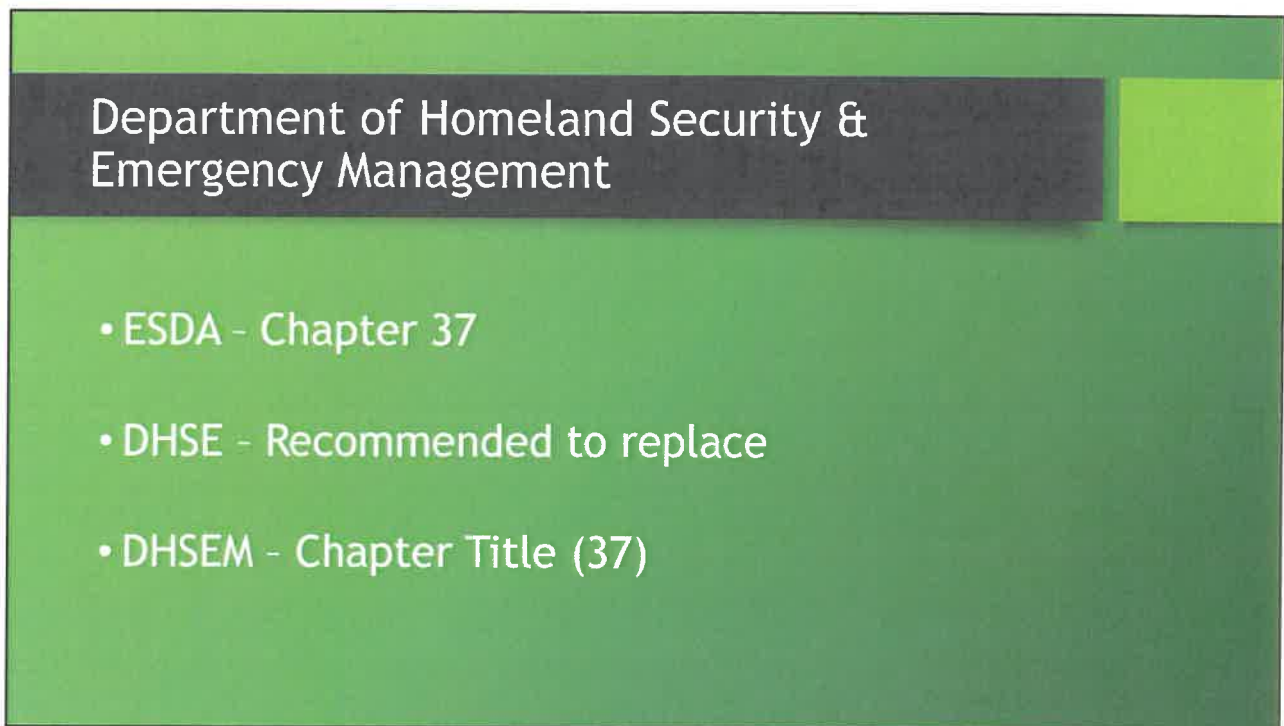
DEPARTMENT POLICY AND PROCEDURE

If the President and Board concur with establishing the new Department, staff recommends the adoption of position descriptions for Village Human Resource requirements, and a specific Policy Manual for the entity.

Commentary: Both the Maywood Police Department and the Maywood Fire Department supports language contained in a draft policy manual for DHSEM. The section labeled "Annex C" on page 53 of the manual should remain; however, at this time, MPD will not authorize firearms. All DHSEM members shall be unarmed (refer to attachment 5). Position descriptions have been updated to give the President and Board an improved understanding of titles and duties (refer to attachment 6).



1



2

Department of Homeland Security & Emergency Management

- Changed to Para Military Function
- Chief and six volunteers
- Housed at 2120 S. 5th Avenue, Maywood
 - needs repair
 - Temporary location available at 1100 block of Madison

3

Department of Homeland Security & Emergency Management

- Start-up cost
- Policy and procedures
- Nexus to Police

4

Department of Homeland Security & Emergency Management

Equipment Needs

- Six (6) automobiles
- Two (2) buses
- Two (2) rescue units
- Two (2) portable light towers
- Two (2) portable generators
- Fourteen (14) uniforms (two sets per volunteer)

5

Generators



6

Mobile Lighting



7

City Bus



8

Ambulance



9

Department of Homeland Security - Maywood

QUESTIONS?

Thank you

10

ATTACHMENT

1



Village of MAYWOOD

POLICE DEPARTMENT



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

June 17, 2021

Mayor Nathaniel George Booker
40 Madison
Maywood, Illinois 60153

Re: Department of Homeland Security and Emergency Management Proposal

Dear Mayor Booker:

On behalf of the Office of the Chief of Police and the Maywood Police Department, we humbly request for you, and the Village Board of Trustees, to act toward decommissioning the Emergency Services and Disaster Agency (ESDA) and replace it with a Department of Homeland Security and Emergency Management (DHSEM).

Activating this type of operation can support the overall mission of the Police Department and carry out the functions assigned to ESDA as outlined in Village Ordinance. The Maywood Police Department does support this change for an enhanced public safety measure.

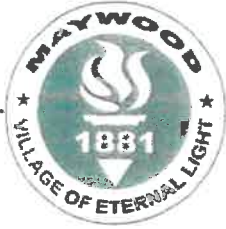
We appreciate your willingness to consider the enhancement and hope it becomes a reality. I will make myself available to both you and Board members for questions. Thank you for your attention to this important public safety matter.

Respectfully,

Valdimir Talley, Jr.
Chief, Maywood Police Department

cc: Mrs. Chasity Wells-Armstrong, Village Manager
Chief Craig Bronaugh, Fire Department
Director Layna Satchell, Finance Department
Director LaSondra Banks, Human Resources
Attorney Michael T. Jurusik, Village Attorney

Village of



MAYWOOD

FIRE DEPARTMENT

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

FIRE CHIEF - CRAIG BRONAUGH, JR.

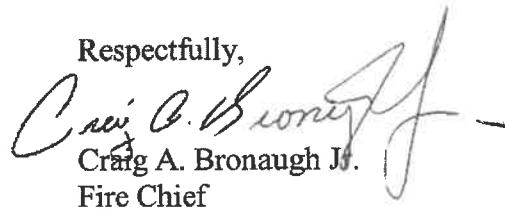
June 10, 2021

Village of Maywood
Attn: Office of the Mayor / Village Manager
125 South Fifth Avenue
Maywood, Illinois 60153

**RE: Letter of Recommendation / Maywood Department of Homeland Security and
Emergency Management**

On behalf of the Office of the Fire Chief and the Maywood Fire Department, this humble submittal serves as a formal request to initiate all necessary action(s) to activate for operation(s) the Maywood Department of Homeland Security and Emergency Management Division. The activation and operation of this division can be of support to the Fire Department during unusually present and or extensive Fire Department and Village-related emergencies. This division can also be of service for non-emergency village events/functions as well. In the event of any questions pertaining to or beyond this subject, your office has my full attention. Thank you for any consideration in advance.

Respectfully,


Craig A. Bronaugh Jr.
Fire Chief

C C: Office of the Mayor
Office of the Village Manager
Office of the Finance Manager
Office of the Police Chief
File

ATTACHMENT

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CHAPTER 32: POLICE DEPARTMENT

Section

- 32.01 Department established
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- 32.18 Payment or allowance to families or dependents of police officers killed or fatally injured in performance of their duties
- 32.19 False security system alarm rates
- 32.20 Administrative booking fee
- 32.21 Authority to dispose of lost, stolen or abandoned personal property

Cross-reference:

*Police and fire lateral hiring program,
see § 35.12*

§ 32.01 DEPARTMENT ESTABLISHED.

There is created and established a Police Department consisting of 1 Chief of Police, 3 Lieutenants, 6 Sergeants and 54 Patrol Officers (who

shall be regarded as officers of the Village) and such other personnel, such as Deputy Chief of Police and 1 or more Police Commander(s) and other employees of the Police Department, as may be from time to time provided for by the corporate authorities.

(1997 Code, § 4.01) (Ord. 89-2, passed - -; Am. Ord. 89-6, passed 5-22-1986; Am. Ord. passed 5-13-1993; Am. Ord. passed 8-30-1994; Am. Ord. C0-03-18, passed 9-8-2003)

§ 32.02 OFFICES CREATED.

There are created the respective offices of Chief of Police, Deputy Chief of Police, Commander, Lieutenant, Sergeant and Patrol Officer.
(1997 Code, § 4.02) (Ord. 86-6, passed 5-22-1986; Am. Ord. passed 8-30-1994)

§ 32.03 REGULATIONS.

The Police Chief shall make such rules and regulations for the conduct and guidance of the Police Department personnel as he shall deem advisable and such rules and regulations, when approved by the Village Manager, shall be binding on the members.
(1997 Code, § 4.04)

§ 32.04 BONDS.

Before entering upon the duties of their respective offices each officer shall execute a bond to the Village in amounts to be prescribed by the Board of Police and Fire Commissioners at the time of their appointment.
(1997 Code, § 4.05)

**§ 32.05 AUXILIARY POLICE OFFICERS;
PART-TIME POLICE OFFICERS.**

(A) The Village Manager, upon the recommendation and request of the Chief of Police, may appoint auxiliary and part-time police officers in such numbers as are deemed necessary from time to time, provided that the Village has sufficient funds available for such appointments. The qualifications of each auxiliary and part-time police officer shall, upon appointment, be forwarded to the Board of Trustees by the Village Manager.

(B) Auxiliary police officers shall not be members of the regular Police Department of the Village. Such auxiliary police members shall be assigned to aid or direct traffic within the Village, to aid in control of natural or manmade disasters, to aid in case of civil disorder as directed by the Chief of Police, and in those cases which render it impractical for members of the regular Police Department to perform the normal regular police duties, the Chief of Police is authorized to assign auxiliary police officers to perform such normal and regular police duties.

(C) Auxiliary police officers shall wear such identification symbols as shall be different and distinct from those symbols used by members of the regular Police Department.

(D) Auxiliary police officers shall at all times during the performance of their duties be subject to the direction and control of the Chief of Police.

(E) Auxiliary police officers shall not carry firearms except with the permission of the Chief of Police and while in uniform and in the performance of their duties. Such auxiliary police officers when on duty shall also be conservators of the peace and shall have the powers of conservators of the peace, including all arrest powers, as set forth in Illinois Municipal Code, 65 ILCS 5/3.1-15-25, as amended.

(F) Auxiliary police officers shall, prior to entering upon their duties, receive a course of training in the use of weapons and other police procedures as shall be appropriate in the exercise of the powers

conferred upon them. The training and course of studies shall include that mandated by the Illinois Law Enforcement Training Standards Board.

(G) Prior to their appointment, candidates for appointment to the position of auxiliary or part-time police officer shall have their fingerprints taken and shall be subject to a background check by the Police Department. No candidate may be appointed as an auxiliary or part-time police officer if that person has been convicted of a felony or other crime involving moral turpitude, as defined by the Illinois Police Training Act (50 ILCS 705/6.1), as amended. Further, candidates who might be found ineligible for the position of regular patrol officer under the criteria set forth in Chapter II, Section 3 of the Rules and Regulations of the Board of Fire and Police Commissioners of the Village of Maywood, as amended, shall be ineligible for appointment to the position of auxiliary or part-time police officer.

(H) Auxiliary and part-time police officers shall not be civil service employees of the Village and may be dismissed at any time by the Village Manager.

(I) Part-time police officers shall be members of the regular police department except for pension purposes. Part-time officers shall have all the responsibilities of a full-time officer and such specific duties as delineated in the general orders of the Police Department, but the number of hours a part-time officer may work within a calendar year is restricted. Part-time police officers shall not be assigned under any circumstances to supervise or direct full-time police officers. Part-time police officers shall not be used as permanent replacements for permanent full-time police officers.

(J) Part-time police officers shall be under the disciplinary jurisdiction of the chief of police. Part-time police officers shall comply with all applicable rules and general orders of the Police Department.

(K) Any person employed as a part-time police officer must meet the following standards:

(1) Be of good moral character, of temperate habits, of sound health, and physically and mentally able to perform assigned duties.

(2) Be at least 21 years of age.

(3) Pass a medical examination.

(4) Possess a high school diploma or GED certificate.

(5) Possess a valid State of Illinois driver's license.

(6) Possess no prior felony convictions.

(7) Any individual who has served in the U.S. military must have been honorably discharged.

(L) Part-time police officers shall be trained in accordance with the Illinois Police Training Act (50 ILCS 705/1 et seq.), the Intergovernmental Law Enforcement Officer's In-Service Training Act (50 ILCS 720/1 et seq.) and in accordance with the procedures for part-time police officers established by the Illinois Law Enforcement Training Standards Board. A part-time police officer who has not been certified under § 8.2 of the Illinois Police Training Act (50 ILCS 705/8.2) shall be directly supervised while on duty.

(1997 Code, § 4.06) (Ord. CO-02-12, passed 6-3-2002; Am. Ord. CO-2012-19, passed 6-5-2012)

§ 32.06 EXECUTION OF ORDERS OF DIRECTOR OF COMMUNITY DEVELOPMENT.

The Chief of Police shall execute all orders directed to him by the Director of Community Development so far as they relate to the preservation of the health of the Village.

(1997 Code, § 4.07) (Am. Ord. CO-09-27, passed 10-6-2009)

§ 32.07 REPORTS.

The Chief of Police shall prior to the first meeting of the Board of Trustees in January of each year make an annual report in writing to the Village Manager of the state of the Police Department with a detailed report of the transactions of the Department for the preceding year, with such statistics and suggestions in regard to the requirements of the Department as he may deem advisable; and shall also make reports of any matter or thing concerning such Department, whenever requested by the President or Board of Trustees.

(1997 Code, § 4.08)

§ 32.08 RECORD OF PERSONS ARRESTED.

It shall be the duty of the Chief of Police to keep a record of the names of all persons arrested or committed to the Village jail or county jail in a book to be provided for such purpose. Such record shall show the date of arrest or committal, the number of days imprisoned, the amount of the fine, when and to whom paid, the date of discharge or other disposition of such persons.

(1997 Code, § 4.09)

§ 32.09 POLICE SERVING PROCESS.

Any regular member of the Police Department, or auxiliary police officers, shall have power and authority, and it shall be his duty, in the Village, to serve and execute warrants and other processes for the apprehension and commitment of persons charged with the violation of any Village ordinance or any crime, misdemeanor or offense against the peace of the state or the Village, or held for examination or trial, or taken on execution for the commission of any crime, misdemeanor, or violation of any law or ordinance of the Village.

(1997 Code, § 4.10) (Ord. 56-1, passed 3-1-1956)

§ 32.10 INTERFERENCE WITH POLICE OFFICERS.

No person in the Village shall resist any member of the Police Department or any other person duly authorized to perform police duty, in the discharge of his duties, or shall in any way interfere with, prevent or hinder him in the discharge of his duty as such member, or shall offer or endeavor to do so. No person shall assist any person in the custody of any member of the Police Department to escape or attempt to escape from such custody, or attempt to rescue any person from custody.

(1997 Code, § 4.11)

§ 32.11 AID TO FIRE DEPARTMENT.

It shall be the duty of the Police Department to aid the Fire Department by giving alarms in case of

fire and clearing the streets or grounds in the immediate vicinity of the fire, so that the members of the Fire Department shall not be hindered or obstructed in the performance of their duties.

(1997 Code, § 4.12)

§ 32.12 AUTHORITY TO ARREST.

Members of the Police Department are severally authorized to arrest with or without process, or on view, any person who shall break the peace or is found violating any ordinance of the Village or any criminal law of the state, and to take such person before a proper magistrate, or if necessary, detain such person in custody over night or Sunday in the Village jail, or any other safe place, until he can be brought before a proper magistrate or court.

(1997 Code, § 4.13)

§ 32.13 ARRESTING OFFICERS AS WITNESSES.

All officers making arrests shall attend as witnesses before the court where the trial may be had and shall procure all necessary evidence in their power and furnish a list of witnesses to the court and the Corporation Counsel, and no Village officer shall be entitled to any witness fees to be taxed against the Village in any action for the violation of an ordinance where the Village is plaintiff.

(1997 Code, § 4.14)

§ 32.14 ASSISTANCE TO POLICE.

It shall be the duty of every citizen in the Village between the ages of 18 and 55, when called upon by any member of the Police Department, in case of exigency, to promptly aid and assist such officer in the execution of his police duties. Any person who shall refuse to give aid and assistance shall be punished as provided by this Code.

(1997 Code, § 4.15)

§ 32.15 POLICE PENSION FUND.

The Police Pension Fund shall operate under the provisions of 40 ILCS 5/3-101 et seq. (1997 Code, § 4.16)

§ 32.16 VILLAGE JAIL.

The place in the Village established and used as the jail, or any other place which may hereafter be established by the Board of Trustees for that purpose, is declared to be the jail. The Chief of Police shall be keeper of the jail and shall have custody of all persons confined therein and of all property pertaining thereto. (1997 Code, § 4.17)

§ 32.17 MEDICAL AND HOSPITAL CARE.

(A) Whenever the President and Board of Trustees shall appropriate a sum or sums of money for the payment of medical care and hospital treatment in case of an accident resulting in an injury to or death of a police officer (as defined in this section), employed by the Village while in the performance of his duties, in accordance with the provisions of an act of the General Assembly entitled "An Act authorizing cities and Villages to provide for the payment of allowances of money to the families or dependents of policemen and firemen killed or fatally injured while in the performance of their duties and authorizing such cities and Villages to provide medical care and hospital treatment in case of accident to policemen and firemen," approved June 27, 1921, as amended, the same shall be paid, disbursed and recouped in accordance with the following provisions.

(B) The Committee on Finance of the Village Board of Trustees is authorized, directed and empowered to provide for payment for proper medical care and hospital treatment for injuries sustained by any police officer (as defined in this section), while in the performance of his duties, and to that end may recommend to the Village Board of Trustees the authorization for payment of any such necessary expenses.

(C) It shall be the duty of the Chief of Police in the case of a police officer (as defined in this section), upon the occurrence of any injury in the performance of duty, to have immediate medical care and hospital treatment given to such officer, to make or cause to be made a complete and careful investigation of all facts surrounding the occurrence; to obtain the statements of all material witnesses; and to present a report thereof without delay to the Committee on Finance for consideration and action thereon, which consideration shall include the determination by said committee as to whether or not such injury was occasioned by the negligence of any person or by any agent or servant of such other person. Such report shall show the actual date and hour of the injury, the place of occurrence, the names and addresses of witnesses, and the apparent nature and extent of the injury. Such report shall also show all items of expense, with bills attached, together with a certificate by a doctor appointed by the Village as to the reasonableness of charges made for the services rendered, and the recommendation of the Chief of Police as to payment of such items of expense by the Village.

(D) In the event that the Committee on Finance is of the opinion, from all facts and circumstances presented to it in the report or otherwise ascertained by it, that such injury was occasioned by the negligence of some other person, or by the negligence of any agent or servant of such other person, the Committee on Finance shall so notify the Corporation Counsel; and it shall be the duty of the Corporation Counsel forthwith to demand from such other person reimbursement for the amount expended by the Village for the necessary medical care and hospital treatment of such police officer, and in default of payment of such amount so expended, the Corporation Counsel shall institute proceedings to recoup for the Village the amount so expended, as provided in the aforesaid act of the General Assembly.

(E) No payment shall be made under the provisions hereof unless satisfactory proof shall have been presented to said Committee on Finance that such injury was sustained by such police officer while in the performance of his duty.

(F) **POLICE OFFICER** is defined, for purposes of this section only, as the Chief of Police, Deputy Chief, Commanders' Lieutenants, Sergeants, Patrol Officers, Marshals, and Deputy Marshals, regardless of gender.

(G) The ordinance codified in this section supersedes any prior ordinances passed by the Board of Trustees entitling police officers to Workers' Compensation benefits, and where any provision herein is found to be in conflict with any prior ordinance regarding the same, this section and its provisions shall prevail.

(H) No common law or statutory right to recover damages against the Village for injury or death sustained by any police officer while engaged in the line of duty other than the payment of the medical care and hospital treatment provided in this section shall be available to any police officer who is covered by the provisions of this section, or to anyone wholly or partially dependent upon such police officer or to the legal representative of the estate of such police officer, or to anyone who would otherwise be entitled to recover damages for such injury or death.

(I) This section supersedes any prior ordinances passed by the President and Board of Trustees regarding the above described chapters and sections of the Maywood Village Code, and where any provision herein is found to be in conflict with any prior ordinance regarding the same, this section and its provisions shall prevail.

(40 ILCS 5/22-301 et seq.) (1997 Code, § 4.18)
(Ord. passed 5-13-1993)

§ 32.18 PAYMENT OR ALLOWANCE TO FAMILIES OR DEPENDENTS OF POLICE OFFICERS KILLED OR FATALLY INJURED IN PERFORMANCE OF THEIR DUTIES.

(A) Whenever the President and Board of Trustees shall appropriate a sum or sums of money for the payment to families or dependents, in case of a police officer (as defined in this section) who is killed or fatally injured while in the performance of his duties, in accordance with the provisions of an act of the General Assembly entitled "An Act authorizing

cities and Villages to provide for the payment of allowances of money to the families or dependents of policemen and firemen killed or fatally injured while in the performance of their duties and authorizing such cities and Villages to provide medical care and hospital treatment in case of accident to policemen and firemen," approved June 27, 1921, as amended, the same shall be paid, disbursed and recouped in accordance with the following provisions.

(B) The Committee on Finance of the Village Board of Trustees is authorized, directed and empowered to provide for payment or an allowance to said family or dependents of police officers (as defined in this section) who are killed or fatally injured, while in the performance of their duties, and to that end may recommend to the Village Board of Trustees the authorization for said payment.

(C) It shall be the duty of the Chief of Police in the case of a police officer (as defined in this section), upon the occurrence of any death or fatal injury while said officer was in the performance of duty, to make or cause to be made a complete and careful investigation of all facts surrounding the occurrence, to obtain the statements of all material witnesses and to present a report thereof without delay to the said Committee on Finance for consideration and action thereon, which consideration shall include the determination by said Committee as to whether or not such injury was occasioned by the negligence of any other person or by any agent or servant of such other person. Such report shall show the actual date and hour of the injury, the place of occurrence, the names and addresses of witnesses, and the apparent nature and extent of the injury. The Chief of Police shall make a recommendation to the Committee on Finance as to whether the decedent's family or dependents meet the requirements for the allowance espoused in this section.

(D) In the event that the Committee on Finance is of the opinion, from all facts and circumstances presented to it in the report or otherwise ascertained by it, that such injury was occasioned by the negligence of some other person, or by the negligence of any agent or servant of such other person, the Committee on Finance shall so notify the Corporation Counsel; and it shall be the duty of the Corporation

Counsel forthwith to demand from such other person reimbursement for the amount expended by the Village; and in default of payment of such amount so expended, the Corporation Counsel shall institute proceedings to recoup for the Village the amount so expended, as provided in the aforesaid act of the General Assembly.

(E) No payment shall be made under the provisions hereof unless satisfactory proof shall have been presented to said Committee on Finance that such death or fatal injury was sustained by such police officer while in the performance of his duty.

(F) Such payment to the decedent's family or dependents shall not exceed \$15,000 and payable only in case the injury arises from violence or other accidental cause and death is directly due to such cause and results within one year after such injury.

(G) The payment or allowance to the beneficiaries of the decedent officer shall be made according to the procedure delineated in 40 ILCS 5/22-302 and 22-305.

(H) **POLICE OFFICER** is defined, for purposes of this section only, as the Chief of Police, Deputy Chief, Commanders, Lieutenants, Sergeants, Patrol Officers, Marshals, and Deputy Marshals, regardless of gender.

(I) The ordinance codified in this section supersedes any prior ordinances passed by the Board of Trustees entitling police officers to Workers' Compensation benefits, and where any provision herein is found to be in conflict with any prior ordinance regarding the same, this section and its provisions shall prevail.

(J) No common law or statutory right to recover damages against the Village for injury or death sustained by any police officer while engaged in his line of duty other than the payment of the allowances of money and of the medical treatment provided in this section shall be available to any police officer who is covered by the provisions of this section, or to anyone wholly or partially dependent upon such police

officer or to the legal representative of the estate of such police officer, or to anyone who would otherwise be entitled to recover damages for such injury or death.

(40 ILCS 5/22-301 et seq.) (1997 Code, § 4.19)
(Ord. passed 5-13-1993)

§ 32.19 FALSE SECURITY SYSTEM ALARM RATES.

(A) In the event that any Village police officer responds to a security system alarm at any premises in the Village and the responding police officer or other Police Department personnel determines that the alarm was a false alarm in that the alarm system was defective or malfunctioned, the alarm was inadvertently and/or mistakenly activated by an owner, occupant or visitor to the premises, or was otherwise activated for any other reason other than an apparent attempt to enter, or entrance, onto the premises by an unauthorized person, the Police Department shall keep a log of the subject premises address and the date of each false alarm per month. If police units responding to an alarm and checking the protected premises, do not discover any evidence of unauthorized entry, or criminal activity, there shall be a rebuttable presumption that the alarm is false. Police Department records shall be prima facie evidence of the facts stated therein with regard to alarms and responses.

(B) If the alarm, when communicated to the Police Department before an officer is dispatched to investigate, is clearly identified to the Department as resulting from authorized entry, authorized system test or noncriminal cause, or any other related incident where the system operated properly, it shall not be considered a false alarm.

(C) By the fifteenth day of each month, the Police Department shall submit to the Village Finance Department a copy of the false alarm log for the previous month. On a quarterly basis, the Village Finance Department shall send an invoice to the owner(s) of the subject premises at the owner's last known address demanding payment for false alarms in accordance with the following fee schedule:

(1) First 3 false security alarms: no charge;

(2) Fourth through seventh false alarm:
\$75 per false alarm;

(3) Each subsequent false alarm: \$150 per
false alarm.

(D) The owner shall pay the full invoice amount
to the Village Cashier within 30 days of the invoice
date.

(E) If the owner fails to cause the full invoice
amount to be paid to the Village Cashier within 30
days of the invoice date, the Village Finance Director
or the Finance Director's designee may issue a
violation notice pursuant to Chapter 39 for the
owner's failure to remit payment pursuant to division
(D) of this section.

(40 ILCS 5/22-301 et seq.) (Ord. CO-00-35, passed
12-4-2000; Am. Ord. CO-2013-33, passed 4-30-2013)

§ 32.20 ADMINISTRATIVE BOOKING FEE.

An administrative fee of \$30 shall be imposed
upon an arrestee when posting bail or bond for any
criminal, Village ordinance or other bookable arrest,
including, but not limited to, warrants. The arrestee
shall be advised, in writing, prior to such release, of
the following procedure:

(A) An administrative booking fee of \$30 is
imposed upon all persons, who are processed
(photographed or fingerprinted) for any criminal,
Village ordinance or other bookable arrest, to recoup
the Police Department's cost for that service.

(B) The fee must be paid prior to release on bail
or bond. In the event that the individual does not
possess sufficient funds to pay the fee, the individual
will be released after being provided a document
stating that the fee is due and owing, and subject to
collection. An individual will not be detained solely
for his or her inability to pay the fee.

(C) Prior to release, the individual may request
to speak with a supervisor to contest whether or not
there was probable cause for the arrest.

(D) Refunds.

(1) If a court or other adjudicative body
finds that there was no probable cause for the arrest
or that the individual was not guilty on all charges, or
if all charges are withdrawn by the prosecuting
authority (non-suit, *nolle prosequi*, etc.), the
individual shall be entitled to a refund of the fee.

(2) A disposition of supervision shall be
considered equivalent to a conviction and not a
dismissal of charges.

(3) Applications for a refund must be made
in writing to the Office of the Chief of Police within
14 days of the finding or withdrawal of all charges, as
described in division (D)(1) above. The Chief of
Police shall designate an employee to determine the
validity of the application. Refund of the fee shall be
without interest.

(Ord. CO-07-11, passed 4-3-2007; Am. Ord.
CO-2013-09, passed 3-13-2013)

§ 32.21 AUTHORITY TO DISPOSE OF LOST, STOLEN OR ABANDONED PERSONAL PROPERTY.

(A) The Law Enforcement Disposition of
Property Act (765 ILCS 1030/0.01 et seq.) (the
"Act") is adopted and incorporated by reference into
this section, and the provisions of the Act shall apply
to the disposition of personal property outlined in this
section, except as amended in this section. Where
there is a conflict between the provisions of the Law
Enforcement Disposition of Property Act and the
provisions of this section enacted pursuant to the
Village's home rule authority, the provisions of this
section shall control.

(B) The Village Police Department may dispose
of all personal property of possessed by it when

possession was transferred to the Village Police Department under circumstances supporting a reasonable belief that such property was abandoned, lost or stolen or otherwise illegally possessed. Property seized during a search and retained and ultimately returned, destroyed or otherwise disposed of pursuant to order of court is not subject to this section. Property that the Chief of Police reasonably believes was abandoned, lost or stolen or otherwise illegally possessed, may be disposed pursuant to the following:

(1) Such property shall be retained in custody by the Chief of Police or his designee, who shall make reasonable inquiry and efforts to identify and notify the owner or other person, entitled to possession thereof, and shall return the property after such person provides reasonable and satisfactory proof of his ownership or right to possession and reimburses the Police Department for all reasonable expenses of such custody.

(2) Weapons that have been confiscated as a result of having been abandoned or illegally possessed may be transferred, in accordance with written direction from the Chief of Police, to the Department of State Police for use by the crime laboratory system, for training purposes, or for any other application as deemed appropriate by the Department, if no legitimate claim is made for the confiscated weapon within 6 months of the date of confiscation or within 6 months of final court disposition if such confiscated weapon was used for evidentiary purposes.

(3) If the identity or location of the owner or other person entitled to possession of the property has not been ascertained within 6 months after the Police Department obtains such possession, the Chief of Police shall effectuate the sale of the property for cash to the highest bidder at a public auction, notice of which (including time, place and a brief description of such property) shall be published at least once in a newspaper of general circulation in Cook County at least 10 days prior to such auction. However, if the Chief of Police determines that the interests of the

public would best be served thereby, he may donate property that is worth less than \$100, if the donation is approved by the Board of Trustees, to a charitable organization, rather than effectuating the sale of the property by public auction.

(4) Property offered but not sold at such public auction may be offered and sold at a subsequent public auction without further published notice.

(5) Proceeds of the sale of the property at public auction shall be deposited in the treasury of the Village for the use and benefit of the operation of the Police Department.

(6) The owner or other person entitled to possession of such property may claim and recover possession of the property at any time before its sale at public auction, upon providing reasonable and satisfactory proof of ownership or right to possession and reimbursing the Police Department for all reasonable expenses of custody thereof.

(7) Paper currency or coins that hold no historical or monetary value other than the value indicated on the face of such currency, that the Police Department has obtained and reasonably believes to be abandoned, lost or stolen or otherwise illegally possessed, shall not be subject to the auction provisions of division (B)(3) above. The Chief of Police shall make a reasonable inquiry to identify and notify the owner or other person entitled to possession of the paper currency or coins. If the identity or location of the owner or other person entitled to possession of the currency or coins has not been ascertained within 6 months after the Police Department obtains possession of the currency or coins, the Chief of Police shall deposit the paper currency or coins in the treasury of the Village, for the use and benefit of the operation of the Police Department.

(8) The Chief of Police shall maintain a written record of all personal property retained and disposed of by the Police Department under this section, which shall include:

(a) A complete inventory of the personal property, including a picture and brief description of each item or group of items;

(b) All efforts to identify and notify the owner or other person entitled to possession of such personal property;

(c) All claims made by any person that they are the owner or are otherwise entitled to the possession of such personal property;

(d) All auctions for the sale of such personal property, including the date, time, location and outcome of said auctions; and

(e) The amount of proceeds deposited into the treasury of the Village by the Police Department from the sale of such personal property.

(9) The Chief of Police shall provide a monthly report to the Village President and Board of Trustees summarizing any updates to the records required under division (B)(8) above.

(10) No person shall be responsible for consequential damages to another occasioned by an act or omission in compliance with this section.
(Ord. CO-2015-13, passed 5-19-2015)

ATTACHMENT

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§ 37.05 EMERGENCY SERVICES AND DISASTER AGENCY.

(A) *Establishment.* Under this section, the Village establishes the Emergency Services and Disaster Agency (ESDA) to prevent, minimize, repair, and alleviate injury or damage resulting from the explosion of atomic or other means from without or by means of sabotage or other disloyal actions within, or from fire, flood, earthquake, telecommunications failure, or other natural or technological causes, in accordance with the Illinois Emergency Management Act (the Act) (20 ILCS 3305/1 et seq.).

(B) *Composition.* The ESDA shall consist of the Coordinator thereof and any additional members as may be selected by the Coordinator, with the advice and consent of the President and Board of Trustees. The Coordinator and members of the ESDA serve on a voluntary basis. The Chief of Police and Chief of the Fire Department shall be permanent members of the ESDA.

(C) *Coordinator.* The Coordinator of the ESDA shall be appointed by the Village President and shall serve until removed by same. The Coordinator shall have direct responsibility for the organization, administration, training, and operations of the ESDA, subject to the direction and control of the Village President as provided by statute.

(D) *Oath.* Every person appointed to serve in any capacity in the ESDA organization shall, before entering upon his duties, execute a written oath in substantially the form set forth in Section 20 of the Act (20 ILCS 3305/20), before the Coordinator or other person authorized to administer oaths in the state (20 ILCS 3305/20). The oath shall be filed with the Coordinator.

(E) *Office space.* The Village President and Board of Trustees are authorized to designate space in a Village building, or elsewhere, as may be provided for by the Village President and Board of Trustees, for the ESDA as its office.

(F) *Functions and duties.* The ESDA shall perform all ESDA functions within the Village as prescribed in and by the Act (20 ILCS 3305/1 et seq.), the State Emergency Operations Plan, and programs, orders, rules, and regulations as may be promulgated by the Illinois Emergency Management Agency (IEMA) and by local ordinance, and, in addition, shall perform those duties outside the corporate limits as may be required pursuant to any mutual aid agreements with other political subdivisions as provided by the Act (20 ILCS 3305/1 et seq.). The Coordinator shall be responsible for preparing and updating the Village's Emergency Operations Plan, which plan shall be approved by resolution of the President and Board of Trustees.

(G) *Service as mobile support team.* All or any members of the ESDA organization may be designated as members of a mobile support team created by the Director of the IEMA as provided by law, to aid and to reinforce the IEMA and emergency services and disaster agencies in areas stricken by disaster. Personnel of a mobile support team, while on duty pursuant to such a call or while engaged in regularly scheduled training exercises, shall, if they are an employee of the Village, have the powers, duties, rights, privileges and immunities, and receive the compensation incidental to their employment, and if not an employee of the Village, shall be entitled to at least \$1 per year compensation from the state.

(H) *Emergency action.* A proclamation of a disaster by the Governor shall activate the State Emergency Operations Plan and the Village's Emergency Operations Plan, and shall be authority for the deployment and use of any forces that the plan applies and for use or distribution of any supplies, equipment, and materials and facilities assembled, stockpiled, or arranged to be made available under the Act (20 ILCS 3305/1 et seq.) or other provision of law relating to disasters.

(I) *Local disaster declaration.* Only the Village President, President Pro Tem, or the President's emergency interim successor may declare a local disaster. It shall not be continued or renewed for a period in excess of 7 days except by or with the consent of the Board of Trustees. Any order or proclamation declaring, continuing, or terminating a local disaster shall be given prompt and general publicity and shall be filed promptly with the Village Clerk. The effect of a declaration of a local disaster is to activate the emergency operations plan of the ESDA and to authorize the furnishing of aid and assistance thereunder.

(J) *Mutual aid agreements.* The Coordinator of the ESDA may, in collaboration with other public agencies within the immediate vicinity, develop or cause to be developed mutual aid arrangements with other political subdivisions in the state for reciprocal disaster response and recovery assistance in case a disaster is too great to be dealt with unassisted. The mutual aid shall not, however, be effective unless and until approved by each of the political subdivisions. The arrangements shall be consistent with the State Emergency Operations Plan and state emergency management program, and, in the event of a disaster, it shall be the duty of each emergency management agency to render assistance in accordance with the provisions of the mutual aid agreements.

(K) *Reimbursement by state.* The State Treasurer may receive and allocate to the appropriate fund, any reimbursement by the state to the Village for expenses incident to training members of the ESDA as prescribed by the State Director of IEMA, compensation for services and expenses of members of a mobile support team while serving outside the Village in response to a call by the Governor or State Director, as provided by law, and any other reimbursement made by the state incident to ESDA activities as provided by law.

(L) *Purchase and expenditures.* The Village President and Board of Trustees may, on recommendation of the Coordinator or on their own motion, enter into contracts or incur obligations necessary to place the Village in a position to effectively combat any disaster, as defined in Section 4 of the Act (20 ILCS 3305/4), and to protect the public health and safety, protect property, and provide emergency assistance to victims of disasters. In the event of a disaster, the Village President and Board of Trustees may exercise the above powers, in the light of the exigencies of the disaster and, excepting mandatory constitutional requirements, without regard to the procedures and formalities normally prescribed by

law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, and the appropriation, expenditure, and disposition of public funds and property, as authorized by Section 10(j) of the Act (20 ILCS 3305/10(j)).

(Ord. C0-04-28, passed 9-1-2004; Am. Ord. C0-04-29, passed 9-20-2004)

§ 37.06 EMERGENCY SUCCESSION.

(A) In the event of an attack upon the United States or a natural or manmade disaster in the Village resulting in the unavailability of both the Village President and the elected President Pro Tem, or the unavailability of the Village President when no President Pro Tem has been elected, the duties and all of the rights and powers of the office of Village President shall be discharged by the designated emergency interim successors in the order specified below. Emergency interim successors for the office of Village President are hereby designated as follows:

- (1) Most senior Trustee available.
- (2) Village Manager.
- (3) Chief of Police.

(B) Other than taking the oath of office required in order to exercise the rights and powers and discharge the duties of the office of Village President, an emergency interim successor hereunder shall not be required to comply with any other provision of law relative to taking office. The emergency interim successor shall exercise the rights and powers and discharge the duties of the office of Village President until such time as either the President or previously elected President Pro Tem are available to resume the duties of office, or the Board of Trustees elects a President Pro Tem.

(Ord. C0-04-28, passed 9-1-2004; Am. Ord. C0-04-29, passed 9-20-2004)

§ 37.07 EMERGENCY POWERS AND SPENDING AUTHORITY.

In the event that a state of emergency exists within the Village, the Village President, President Pro Tem, or emergency interim successor to the office of Village President, may, by executive order and without the approval of the Board of Trustees, exercise such powers of the corporate authorities, including spending up to \$50,000 in Village funds, as may be reasonably necessary to respond to the emergency. For purposes of this section, a state of emergency is defined as an attack or series of attacks by an enemy of the United States causing, or which may cause, substantial damage or injury to civilian property or persons in the Village in any manner by sabotage or by the use of bombs, missiles, shellfire, or atomic, radiological, chemical, bacteriological or biological means or other weapons or processes, or a disaster involving an occurrence or threat of catastrophic and widespread injury or loss of life to Village residents or property in the Village resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, epidemic and explosion. The Village President, President Pro Tem, or emergency interim successor may not exercise the emergency spending authority granted herein without first declaring that an emergency, as defined above, exists, by setting forth, in writing and under oath, a declaration of emergency describing the nature of the emergency and detailing facts to substantiate such finding. The declaration of emergency shall be filed with the Village Clerk as soon as is practicable. The declaration of emergency, and concurrent spending and other authority, shall expire not later than the adjournment of the first regular meeting of the corporate authorities after the state of emergency is declared.

(Ord. C0-04-28, passed 9-1-2004; Am. Ord. C0-04-29, passed 9-20-2004)

§ 37.06 EMERGENCY SUCCESSION.

(A) In the event of an attack upon the United States or a natural or manmade disaster in the Village resulting in the unavailability of both the Village President and the elected President Pro Tem, or the unavailability of the Village President when no President Pro Tem has been elected, the duties and all of the rights and powers of the office of Village President shall be discharged by the designated emergency interim successors in the order specified below. Emergency interim successors for the office of Village President are hereby designated as follows:

- (1) Most senior Trustee available.
- (2) Village Manager.
- (3) Chief of Police.

(B) Other than taking the oath of office required in order to exercise the rights and powers and discharge the duties of the office of Village President, an emergency interim successor hereunder shall not be required to comply with any other provision of law relative to taking office. The emergency interim successor shall exercise the rights and powers and discharge the duties of the office of Village President until such time as either the President or previously elected President Pro Tem are available to resume the duties of office, or the Board of Trustees elects a President Pro Tem.

(Ord. C0-04-28, passed 9-1-2004; Am. Ord. C0-04-29, passed 9-20-2004)

ORDINANCE NO. CO-04-28

**AN ORDINANCE AMENDING CHAPTER 3 (VILLAGE ADMINISTRATION) OF THE
MAYWOOD VILLAGE CODE TO ADD NEW SECTIONS 3.34
(EMERGENCY SERVICES AND DISASTER AGENCY), 3.35 (EMERGENCY
SUCCESSION) AND 3.36 (EMERGENCY POWERS AND SPENDING AUTHORITY)**

WHEREAS, the Illinois General Assembly, because of the possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from the explosion in Illinois or in neighboring states of atomic or other means from without or by means of sabotage or other disloyal actions within, or from fire, flood, earthquake, telecommunications failure, or other natural or technological causes, and in order to insure that Illinois will be prepared to and will adequately deal with any disasters, preserve the lives and property of the people of Illinois and protect the public peace, health, and safety in the event of disaster, has enacted the Illinois Emergency Management Agency Act (20 ILCS 3305/1 et seq.); and

WHEREAS, said Act has as its stated purpose that all emergency management programs of Illinois be coordinated to the maximum extent with the comparable programs of the federal government, including its various departments and agencies, of other states and localities and private agencies of every type, to the end that the most effective preparation and use may be made of the nation's resources and facilities for dealing with any disaster that may occur; and

WHEREAS, said Act, to further that purpose, creates an Illinois Emergency Management Agency; and

WHEREAS, also in furtherance of its purpose, Section 10 of the Act (20 ILCS 3305/10) gives the Village the power to establish, by ordinance, an agency or department responsible for emergency management within the municipality's corporate limits; and

WHEREAS, Section 6 of the Emergency Interim Executive Succession Act (5 ILCS 275/6) provides specific authority for the adoption of an ordinance to provide for emergency interim successors to offices of local governmental units in the case of such emergencies; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the best interests of the residents of the Village of Maywood to create a Village Emergency Services and Disaster Agency to effectuate the purposes of the Act and to help safeguard the health, welfare, and safety of the residents of the Village in the event of a disaster, and to enact specific emergency succession rules and emergency spending powers.

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

SECTION 1: That the findings set forth above are incorporated by reference into this Section 1 as if fully recited herein.

SECTION 2: That Chapter 3 (Village Administration) of the Maywood Village Code is amended by inserting a new Section 3.34, which Section shall read in its entirety as follows:

"3.34 Emergency Services and Disaster Agency.

(a) Establishment. Under this Section, the Village establishes the Emergency Services and Disaster Agency (ESDA) to prevent, minimize, repair, and alleviate injury or damage resulting from the explosion of atomic

or other means from without or by means of sabotage or other disloyal actions within, or from fire, flood, earthquake, telecommunications failure, or other natural or technological causes, in accordance with the Illinois Emergency Management Act (the Act). 20 ILCS 3305/1, et seq.

(b) Composition. The ESDA shall consist of the Coordinator thereof and any additional members as may be selected by the Coordinator, with the advice and consent of the President and Board of Trustees. The Coordinator and members of the ESDA serve on a voluntary basis. The Chief of Police and Chief of the Fire Department shall be permanent members of the ESDA.

(c) Coordinator. The Coordinator of the ESDA shall be appointed by the Village President and shall serve until removed by same. The Coordinator shall have direct responsibility for the organization, administration, training, and operations of the ESDA, subject to the direction and control of the Village President as provided by statute.

(d) Oath. Every person appointed to serve in any capacity in the ESDA organization shall, before entering upon his duties, execute a written oath in substantially the form set forth in Section 20 of the Act, before the Coordinator or other person authorized to administer oaths in Illinois. 20 ILCS 3305/20. The oath shall be filed with the Coordinator.

(e) Office Space. The Village President and Board of Trustees are authorized to designate space in a village building, or elsewhere, as may be provided for by the Village President and Board of Trustees, for the ESDA as its office.

(f) Functions and Duties. The ESDA shall perform all ESDA functions within the Village as prescribed in and by the Act, the State Emergency Operations Plan, and programs, orders, rules, and regulations as may be promulgated by the Illinois Emergency Management Agency (IEMA) and by local ordinance, and, in addition, shall perform those duties outside the corporate limits as may be required pursuant to any mutual aid agreements with other political subdivisions as provided by the Act. The Coordinator shall be responsible for preparing and updating the Village's Emergency Operations Plan, which plan shall be approved by resolution of the President and Board of Trustees.

(g) Service as Mobile Support Team. All or any members of the ESDA organization may be designated as members of a mobile support team created by the Director of the IEMA as provided by law, to aid and to reinforce the IEMA and emergency services and disaster agencies in areas stricken by disaster. Personnel of a mobile support team, while on duty pursuant to such a call or while engaged in regularly scheduled training exercises, shall, if they are an employee of the Village, have the powers, duties, rights, privileges and immunities, and receive the compensation incidental to their employment, and if not an employee of the Village, shall be entitled to at least one dollar per year compensation from the State.

(h) **Emergency Action.** A proclamation of a disaster by the Governor shall activate the State Emergency Operations Plan and the Village's Emergency Operations Plan, and shall be authority for the deployment and use of any forces that the plan applies and for use or distribution of any supplies, equipment, and materials and facilities assembled, stockpiled, or arranged to be made available under the Act or other provision of law relating to disasters.

(i) **Local Disaster Declaration.** Only the Village President, President Pro Tem, or the President's emergency interim successor may declare a local disaster. It shall not be continued or renewed for a period in excess of 7 days except by or with the consent of the Board of Trustees. Any order or proclamation declaring, continuing, or terminating a local disaster shall be given prompt and general publicity and shall be filed promptly with the Village Clerk. The effect of a declaration of a local disaster is to activate the emergency operations plan of the ESDA and to authorize the furnishing of aid and assistance thereunder.

(j) **Mutual Aid Agreements.** The Coordinator of the ESDA may, in collaboration with other public agencies within the immediate vicinity, develop or cause to be developed mutual aid arrangements with other political subdivisions in Illinois for reciprocal disaster response and recovery assistance in case a disaster is too great to be dealt with unassisted. The mutual aid shall not, however, be effective unless and until approved by each of the political subdivisions. The arrangements shall be consistent with the State Emergency Operations Plan and State emergency management program, and, in the event of a disaster, it shall be the duty of each emergency management agency to render assistance in accordance with the provisions of the mutual aid agreements.

(k) **Reimbursement by State.** The State Treasurer may receive and allocate to the appropriate fund, any reimbursement by the State to the Village for expenses incident to training members of the ESDA as prescribed by the State Director of IEMA, compensation for services and expenses of members of a mobile support team while serving outside the Village in response to a call by the Governor or State Director, as provided by law, and any other reimbursement made by the State incident to ESDA activities as provided by law.

(l) **Purchase and Expenditures.** The Village President and Board of Trustees may, on recommendation of the Coordinator or on their own motion, enter into contracts or incur obligations necessary to place the Village in a position to effectively combat any disaster, as defined in Section 4 of the Act (20 ILCS 3305/4), and to protect the public health and safety, protect property, and provide emergency assistance to victims of disasters. In the event of a disaster, the Village President and Board of Trustees may exercise the above powers, in the light of the exigencies of the disaster and, excepting mandatory constitutional requirements, without regard to the procedures and formalities normally prescribed by law pertaining to the

performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, and the appropriation, expenditure, and disposition of public funds and property, as authorized by Section 10(j) of the Act. 20 ILCS 3305/10(j)."

SECTION 3: That Chapter 3 (Village Administration) of the Maywood Village Code is amended by inserting a new Section 3.35, which Section shall read in its entirety as follows:

"3.35 Emergency Succession.

In the event of an attack upon the United States or a natural or manmade disaster in the Village resulting in the unavailability of both the Village President and the elected President Pro Tem, or the unavailability of the Village President when no President Pro Tem has been elected, the duties and all of the rights and powers of the office of Village President shall be discharged by the designated emergency interim successors in the order specified below. Emergency interim successors for the Office of Village President are hereby designated as follows:

1. Most senior Trustee available
2. Village Manager
3. Chief of Police

Other than taking the oath of office required in order to exercise the rights and powers and discharge the duties of the office of Village President, an emergency interim successor hereunder shall not be required to comply with any other provision of law relative to taking office. The emergency interim successor shall exercise the rights and powers and discharge the duties of the office of Village President until such time as either the President or previously elected President Pro Tem are available to resume the duties of office, or the Board of Trustees elects a President Pro Tem.

SECTION 4: That Chapter 3 (Village Administration) of the Maywood Village Code is amended by inserting a new Section 3.36, which Section shall read in its entirety as follows:

"3.36 Emergency Powers and Spending Authority.

In the event that a state of emergency exists within the Village, the Village President, President Pro Tem, or emergency interim successor to the Office of Village President, may, by executive order and without the approval of the Board of Trustees, exercise such powers of the corporate authorities, including spending up to \$_____ in Village funds, as may be reasonably necessary to respond to the emergency. For purposes of this Section, a state of emergency is defined as an attack or series of attacks by an enemy of the United States causing, or which may cause, substantial damage or injury to civilian property or persons in the Village in any manner by sabotage or by the use of bombs, missiles, shellfire, or atomic, radiological, chemical, bacteriological or biological means or other weapons or processes, or a disaster involving an occurrence or threat of catastrophic and widespread injury or loss of life to Village residents or property in the Village resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, epidemic and explosion. The Village President, President Pro Tem, or emergency interim successor may not exercise the emergency spending authority granted herein without first declaring that an emergency, as defined above, exists, by setting forth, in writing and under oath, a declaration of emergency describing the nature of the emergency and detailing facts to substantiate such finding. The declaration of emergency shall be filed with the Village Clerk as soon as is practicable. The declaration of emergency, and concurrent spending and other authority, shall expire not later than the adjournment of the first regular meeting of the corporate authorities after the state of emergency is declared."

SECTION 5: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

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

SECTION 8: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

ADOPTED this 1ST day of SEPTEMBER, 2004, pursuant to a roll call vote as follows:

AYES: MAYOR CONNER, TRUSTEES GUZMAN, WOLL, ALEXANDER, WASHINGTON, AND SHARP.

NAYS: NONE

ABSENT: TRUSTEE PERKINS

APPROVED by the Village President on the 1ST day of SEPTEMBER, 2004.

VILLAGE PRESIDENT

ATTEST:

Ralph McNabb
VILLAGE CLERK

Published by me in pamphlet form on this 1ST day of SEPTEMBER, 2004.

Ralph McNabb
VILLAGE CLERK

ORDINANCE NO. C0-04-29

**AN ORDINANCE AMENDING CHAPTER 3 (VILLAGE ADMINISTRATION) OF THE
MAYWOOD VILLAGE CODE TO ADD NEW SECTIONS 3.34
(EMERGENCY SERVICES AND DISASTER AGENCY), 3.35 (EMERGENCY
SUCCESSION) AND 3.36 (EMERGENCY POWERS AND SPENDING AUTHORITY)**

WHEREAS, the Illinois General Assembly, because of the possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from the explosion in Illinois or in neighboring states of atomic or other means from without or by means of sabotage or other disloyal actions within, or from fire, flood, earthquake, telecommunications failure, or other natural or technological causes, and in order to insure that Illinois will be prepared to and will adequately deal with any disasters, preserve the lives and property of the people of Illinois and protect the public peace, health, and safety in the event of disaster, has enacted the Illinois Emergency Management Agency Act (20 ILCS 3305/1 et seq.); and

WHEREAS, said Act has as its stated purpose that all emergency management programs of Illinois be coordinated to the maximum extent with the comparable programs of the federal government, including its various departments and agencies, of other states and localities and private agencies of every type, to the end that the most effective preparation and use may be made of the nation's resources and facilities for dealing with any disaster that may occur; and

WHEREAS, said Act, to further that purpose, creates an Illinois Emergency Management Agency; and

WHEREAS, also in furtherance of its purpose, Section 10 of the Act (20 ILCS 3305/10) gives the Village the power to establish, by ordinance, an agency or department responsible for emergency management within the municipality's corporate limits; and

WHEREAS, Section 6 of the Emergency Interim Executive Succession Act (5 ILCS 275/6) provides specific authority for the adoption of an ordinance to provide for emergency interim successors to offices of local governmental units in the case of such emergencies; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the best interests of the residents of the Village of Maywood to create a Village Emergency Services and Disaster Agency to effectuate the purposes of the Act and to help safeguard the health, welfare, and safety of the residents of the Village in the event of a disaster, and to enact specific emergency succession rules and emergency spending powers.

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

SECTION 1: That the findings set forth above are incorporated by reference into this Section 1 as if fully recited herein.

SECTION 2: That Chapter 3 (Village Administration) of the Maywood Village Code is amended by inserting a new Section 3.34, which Section shall read in its entirety as follows:

"3.34 Emergency Services and Disaster Agency.

(a) Establishment. Under this Section, the Village establishes the Emergency Services and Disaster Agency (ESDA) to prevent, minimize, repair, and alleviate injury or damage resulting from the explosion of atomic

or other means from without or by means of sabotage or other disloyal actions within, or from fire, flood, earthquake, telecommunications failure, or other natural or technological causes, in accordance with the Illinois Emergency Management Act (the Act). 20 ILCS 3305/1, et seq.

(b) Composition. The ESDA shall consist of the Coordinator thereof and any additional members as may be selected by the Coordinator, with the advice and consent of the President and Board of Trustees. The Coordinator and members of the ESDA serve on a voluntary basis. The Chief of Police and Chief of the Fire Department shall be permanent members of the ESDA.

(c) Coordinator. The Coordinator of the ESDA shall be appointed by the Village President and shall serve until removed by same. The Coordinator shall have direct responsibility for the organization, administration, training, and operations of the ESDA, subject to the direction and control of the Village President as provided by statute.

(d) Oath. Every person appointed to serve in any capacity in the ESDA organization shall, before entering upon his duties, execute a written oath in substantially the form set forth in Section 20 of the Act, before the Coordinator or other person authorized to administer oaths in Illinois. 20 ILCS 3305/20. The oath shall be filed with the Coordinator.

(e) Office Space. The Village President and Board of Trustees are authorized to designate space in a village building, or elsewhere, as may be provided for by the Village President and Board of Trustees, for the ESDA as its office.

(f) Functions and Duties. The ESDA shall perform all ESDA functions within the Village as prescribed in and by the Act, the State Emergency Operations Plan, and programs, orders, rules, and regulations as may be promulgated by the Illinois Emergency Management Agency (IEMA) and by local ordinance, and, in addition, shall perform those duties outside the corporate limits as may be required pursuant to any mutual aid agreements with other political subdivisions as provided by the Act. The Coordinator shall be responsible for preparing and updating the Village's Emergency Operations Plan, which plan shall be approved by resolution of the President and Board of Trustees.

(g) Service as Mobile Support Team. All or any members of the ESDA organization may be designated as members of a mobile support team created by the Director of the IEMA as provided by law, to aid and to reinforce the IEMA and emergency services and disaster agencies in areas stricken by disaster. Personnel of a mobile support team, while on duty pursuant to such a call or while engaged in regularly scheduled training exercises, shall, if they are an employee of the Village, have the powers, duties, rights, privileges and immunities, and receive the compensation incidental to their employment, and if not an employee of the Village, shall be entitled to at least one dollar per year compensation from the State.

(h) **Emergency Action.** A proclamation of a disaster by the Governor shall activate the State Emergency Operations Plan and the Village's Emergency Operations Plan, and shall be authority for the deployment and use of any forces that the plan applies and for use or distribution of any supplies, equipment, and materials and facilities assembled, stockpiled, or arranged to be made available under the Act or other provision of law relating to disasters.

(i) **Local Disaster Declaration.** Only the Village President, President Pro Tem, or the President's emergency interim successor may declare a local disaster. It shall not be continued or renewed for a period in excess of 7 days except by or with the consent of the Board of Trustees. Any order or proclamation declaring, continuing, or terminating a local disaster shall be given prompt and general publicity and shall be filed promptly with the Village Clerk. The effect of a declaration of a local disaster is to activate the emergency operations plan of the ESDA and to authorize the furnishing of aid and assistance thereunder.

(j) **Mutual Aid Agreements.** The Coordinator of the ESDA may, in collaboration with other public agencies within the immediate vicinity, develop or cause to be developed mutual aid arrangements with other political subdivisions in Illinois for reciprocal disaster response and recovery assistance in case a disaster is too great to be dealt with unassisted. The mutual aid shall not, however, be effective unless and until approved by each of the political subdivisions. The arrangements shall be consistent with the State Emergency Operations Plan and State emergency management program, and, in the event of a disaster, it shall be the duty of each emergency management agency to render assistance in accordance with the provisions of the mutual aid agreements.

(k) **Reimbursement by State.** The State Treasurer may receive and allocate to the appropriate fund, any reimbursement by the State to the Village for expenses incident to training members of the ESDA as prescribed by the State Director of IEMA, compensation for services and expenses of members of a mobile support team while serving outside the Village in response to a call by the Governor or State Director, as provided by law, and any other reimbursement made by the State incident to ESDA activities as provided by law.

(l) **Purchase and Expenditures.** The Village President and Board of Trustees may, on recommendation of the Coordinator or on their own motion, enter into contracts or incur obligations necessary to place the Village in a position to effectively combat any disaster, as defined in Section 4 of the Act (20 ILCS 3305/4), and to protect the public health and safety, protect property, and provide emergency assistance to victims of disasters. In the event of a disaster, the Village President and Board of Trustees may exercise the above powers, in the light of the exigencies of the disaster and, excepting mandatory constitutional requirements, without regard to the procedures and formalities normally prescribed by law pertaining to the

performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, and the appropriation, expenditure, and disposition of public funds and property, as authorized by Section 10(j) of the Act. 20 ILCS 3305/10(j)."

SECTION 3: That Chapter 3 (Village Administration) of the Maywood Village Code is amended by inserting a new Section 3.35, which Section shall read in its entirety as follows:

"3.35 Emergency Succession.

In the event of an attack upon the United States or a natural or manmade disaster in the Village resulting in the unavailability of both the Village President and the elected President Pro Tem, or the unavailability of the Village President when no President Pro Tem has been elected, the duties and all of the rights and powers of the office of Village President shall be discharged by the designated emergency interim successors in the order specified below. Emergency interim successors for the Office of Village President are hereby designated as follows:

1. Most senior Trustee available
2. Village Manager
3. Chief of Police

Other than taking the oath of office required in order to exercise the rights and powers and discharge the duties of the office of Village President, an emergency interim successor hereunder shall not be required to comply with any other provision of law relative to taking office. The emergency interim successor shall exercise the rights and powers and discharge the duties of the office of Village President until such time as either the President or previously elected President Pro Tem are available to resume the duties of office, or the Board of Trustees elects a President Pro Tem.

SECTION 4: That Chapter 3 (Village Administration) of the Maywood Village Code is amended by inserting a new Section 3.36, which Section shall read in its entirety as follows:

"3.36 Emergency Powers and Spending Authority.

In the event that a state of emergency exists within the Village, the Village President, President Pro Tem, or emergency interim successor to the Office of Village President, may, by executive order and without the approval of the Board of Trustees, exercise such powers of the corporate authorities, including spending up to fifty thousand dollars (\$50,000.00) in Village funds, as may be reasonably necessary to respond to the emergency. For purposes of this Section, a state of emergency is defined as an attack or series of attacks by an enemy of the United States causing, or which may cause, substantial damage or injury to civilian property or persons in the Village in any manner by sabotage or by the use of bombs, missiles, shellfire, or atomic, radiological, chemical, bacteriological or biological means or other weapons or processes, or a disaster involving an occurrence or threat of catastrophic and widespread injury or loss of life to Village residents or property in the Village resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, epidemic and explosion. The Village President, President Pro Tem, or emergency interim successor may not exercise the emergency spending authority granted herein without first declaring that an emergency, as defined above, exists, by setting forth, in writing and under oath, a declaration of emergency describing the nature of the emergency and detailing facts to substantiate such finding. The declaration of emergency shall be filed with the Village Clerk as soon as is practicable. The declaration of emergency, and concurrent spending and other authority, shall expire not later than the adjournment of the first regular meeting of the corporate authorities after the state of emergency is declared."

SECTION 5: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

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

SECTION 8: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

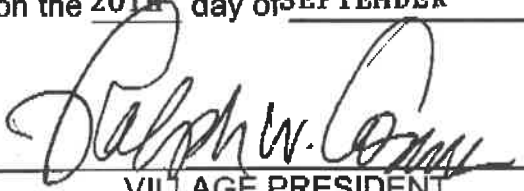
ADOPTED this 20TH day of SEPTEMBER, 2004, pursuant to a roll call vote as follows:

AYES: MAYOR CONNER, TRUSTEES GUZMAN, WOLL, PERKINS, ALEXANDER, AND WASHINGTON.

NAYS: NONE

ABSENT: TRUSTEE SHARP

APPROVED by the Village President on the 20TH day of SEPTEMBER, 2004.


VILLAGE PRESIDENT


ATTEST:

VILLAGE CLERK

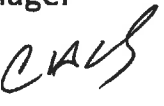
Published by me in pamphlet form on this 20TH day of SEPTEMBER, 2004.


VILLAGE CLERK

MEMORANDUM

Date: **September 30, 2021**

To: Office of the Village Manager

From: Office of the Fire Chief 

Re: **Fire Station No. 1 Roof Replacement Project**
Additional Work to be Performed

With respect to this project, attached to this Memorandum is the estimate for the additional work necessary to be performed. This additional work necessary is the result of plywood buckling caused by the plywood being improperly secured to the roof rafters. I am asking for approval of this additional / emergency work. Please let me know if you have any questions.

C C: Office of the Village Clerk
Fire Department Building Maintenance
File



Home Improvements USA®
480 Industrial Drive
Suite 108
Naperville, IL 60563
Phone: (630) 420-7619

9-30-21

Attn: Chief Craig Bronaugh Jr.
Re: Addendum to contract

This is to acknowledge a change to the roofing contract with Home Improvements USA for roofing work located at:
Maywood Firehouse #1
700 W St Charles Rd
Maywood, IL 60153

Additional work to be performed:

We will install all new plywood on center front side of building due to plywood buckling caused by plywood being improperly secured to rafters. \$13,400

Steve Tenute
President
Home Improvements USA





Village of
Maywood
Illinois

TO: Chasity Wells- Armstrong, Village Manager

CC: Mayor Nathaniel George Booker

FROM: Angela Smith, Acting Director of Community Development

DATE: October 5, 2021 – COW Agenda

RE: 201 W. Roosevelt Ave. – Shell Gas Station – Planning Commission Recommendation -- for Discussion Only

Item for Consideration by the Board of Trustees:

Board to consider the application of Petitioner, Bharuch LLC, for variations related to construction of a Gasoline Station in the C-3 General Commercial Zoning District, on the property located at 201 West Roosevelt Road, Maywood, Illinois. The specific zoning relief sought by Petitioner from the requirements set forth in the Maywood Zoning Ordinance (MZO), is as follows:

- A. A variance from Section 8.3 of the Maywood Zoning Code to allow the building to encroach into the required rear yard setback [19 feet].
- B. A variance from Section 8.3 of the Maywood Zoning Code to allow the building to encroach into the required interior side yard setback [9 feet].

Recommended Action: Planning Commission recommended approval, with conditions. To view the meeting, visit: [Village Of Maywood - YouTube](#).

Case Summary and Basis of Recommendations

TITLE: Petitioner, Bharuch LLC, for variations related to construction of a Gasoline Station in the C-3 General Commercial Zoning District, on the property located at 201 West Roosevelt Road, Maywood, Illinois. The specific zoning relief sought by Petitioner from the requirements set forth in the Maywood Zoning Ordinance (MZO), is as follows:

- A. A variance from Section 8.3 of the Maywood Zoning Code to allow the building to encroach into the required rear yard setback [19 feet].

- B. A variance from Section 8.3 of the Maywood Zoning Code to allow the building to encroach into the required interior side yard setback [9 feet].

A. Background

An application for a site plan review to construct a gasoline station with two retail spaces at 201 West Roosevelt Road has been submitted by Gregory Ziomek, agent of the owner of record, Baruch LLC, and is scheduled for the PC/ZBA meeting on September 28, 2021. The location is currently a vacant former gasoline station, located within the C-3 General Commercial Zoning District. Because of the reduced lot depth and requirements of the parking lot geometry, the applicant is seeking relief from the required rear yard setback at the alley, and the interior side yard setback abutting the retail pad to the west.

The subject lot is bounded by West Roosevelt Road to the South, Second Avenue to the east, an adjoining commercial property to the west, and an alley to the North.



Aerial Map of the Subject Property, looking towards the north from south of West Roosevelt Road, showing the existing buildings and nearby developments. The diagonal building to the left is the former White Castle fast food pad.

The applicant seeks approval of two variances related to reductions in the required setbacks due to the limited size of the lot.

The purpose of these requests is to enable the developer to construct a new Gasoline Station and minimart/ concession/fast food take-out restaurants alongside the gasoline station use, with landscaping improvements, as allowed by the reduced size of the lot.

B. Zoning Analysis and Zoning Code Requirements

Existing Zoning: C-3 General Commercial Zoning District.

Existing Land Use: Vacant and underutilized building formerly used as a gasoline station.

Proposed Land Use: Gasoline station with two walk-up fast-food counters.

Comprehensive Plan: No modifications to the Comprehensive Plan are required. The proposed use is consistent with the provisions of the Comprehensive Plan.

Maywood Zoning Ordinance (MZO) Table 8-1 includes gasoline stations and restaurants in the list of permitted uses in the C-3 Commercial District.

MZO Section 11.3.J further elaborates regulations related to gasoline stations. If any of the following items are found to be deficient during the permitting process, the zoning review will require compliance with the following applicable items:

1. Gas station canopies shall be designed with luminaires recessed under the canopy to minimize light pollution. Light intensity directly under the canopy shall not exceed ten (10) footcandles at any location. All lighting mounted under the canopy, including auxiliary lighting within signage and panels over the pumps, shall be included in the ten (10) footcandle limit.
2. All gas station driveways must be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets.
3. Gas stations may offer convenience items for sale as a secondary activity.
4. Gas stations may also include an automatic car wash with one (1) bay. Stacking spaces shall be in accordance with Section 13 (Off-Street Parking and Loading).
5. In addition, gas stations may be included accessory to a “Motor Vehicle Repair and Service Shop.” However, they shall be subject to the provisions of this section and the standards of Paragraph N (Motor Vehicle Repair and Service) below.
6. Gas stations shall not be subject to the maximum front yard requirements, when applicable. However, a minimum of five (5) foot landscaped setback shall be provided. (In this case, staff is recommending that this landscaped setback be increased to 10 feet, to mitigate the lot from the required 10-foot buffer yard which will not be able to be installed due to the request for a variance from the side yard setback)
7. The volume on all gas station monitors and speaker systems shall conform to all local noise regulations.

Items 4 and 5 are not applicable to this project. Regarding the sale of convenience items, only take-out fast-food items and concession items are proposed to be offered. No variances are requested for any of the foregoing use standards, and these provisions are subject to code enforcement action for any violations.

Per Section 4.6, the Community Development Department’s Zoning Administration Division has reviewed the site plan and has no objections to the site and landscape plan as proposed. At permitting, staff will request additional detail regarding lighting and articulation of the north façade, to assure that design standards are met, per requirements of the Code. For example, photometric plans might be requested to assure that the lighting on the north façade does not impinge on the adjacent owners, and color renderings of the north façade will be further reviewed to ensure articulation and prevent a “blank wall” effect.

Additionally, staff also recommends the minimization of the blank wall for the purposes of enhancing safety features, such as extending the perimeter fence enclosure along the lot line to enclose the rear wall within the confines of the lot, instead of using the wall face as a “fence” of sorts.

Bulk Variances

The MZO Table 8-2 of Section 8.3 stipulates bulk requirements. The project complies with all listed requirements, except for the minimum interior side yard, which required 10 feet. The project proposes a 1-foot interior side yard setback. Similarly, the minimum rear yard setback required is 20 feet, while the project proposes a rear yard setback of one (1) foot.

Based on the above information, two variances will be required. Both Zoning Code Variance requests are related to a reduction of the required interior side and rear setbacks.

Access

There is full access to the gasoline station provided by an existing curb cut with shared access with the adjoining property to the west (former White Castle property) and a main dedicated curb cut access point from 2nd Avenue to the east of the property. This portion of the road is a two-way access from the north and south.

Note: The Village Engineer has requested copies of the shared access and cross-access easements, which will be required to be submitted with the permit application as a condition of approval for the permit. Dumpster locations and final circulation are still to be determined.

The Village further recommends that the Village install a sign at the entranceway into the residential district along the north edge of the property, stipulating that traffic entering 2nd Avenue needs to access the gasoline station (preferred circulation), and be discouraged from going through the residential district, except for “local traffic only”.

There will be no direct access to the property from the alley at the rear of the property.

Attachments

1. Application Exhibits

Conditions Recommended by the Planning Commission

1. Staff recommends that the required trees and shrubs that normally would be part of the required buffer areas along the west and north lot lines of the property be installed on islands or within the required setbacks along the exterior lot lines, to mitigate this condition and that areas that normally would be acceptable as turf or grass only be used to comply with the requirement for trees and shrubs, per MZO Sections 14.11.D and 14. 12.
2. The Village Engineer has requested copies of the shared access and cross-access easements with the property to the west of the subject lot, which will be required to be submitted with the permit application as a condition of approval for the permit.
3. The Village further recommends that the Village install a sign at the entranceway into the residential district along the north edge of the property, stipulating that traffic entering 2nd Avenue needs to access the gasoline station (preferred circulation), and be discouraged from going through the residential district, except for “local traffic only”.
4. Adjacent Property: Protection of the public alley will be needed in order to construct the building directly adjacent to the alley and avoid damage.

5. Lighting: The developer has confirmed that there are not significant changes to the existing lighting, proposed lighting will be placed beneath the canopy over the pumps. Photometric signs might be requested in order to assure that lighting rays stay within the confines of the lot and do not affect the adjoining residences, especially due to the proximity of the rear wall of the building.
6. Traffic: If development-related cut-through traffic issues are a concern along 2nd Avenue(northbound), the Village can request the installation of “Local Traffic Only” signs to the north of the driveway along 2nd Avenue.

Note: *If there is a conflict between conditions, municipal, building, fire and zoning codes, the more restrictive code shall apply. Final Site Plan will be determined after approval of variances. No additional variances shall be granted.*

Concurrency Summary Report

Project Name: Shell Gasoline Station – 201 West Roosevelt Road (Bharuch LLC)
PCZBA Case # 21-002

Report Date: October 5. 2021

The proposal **is consistent** with the Comprehensive Plan, the Proposed Land Use Plan, and **shall** be required to comply in full to the Codes and Ordinances for the Village of Maywood.

ACTION:

Move Petition and Findings of Fact for Variance requests for property at 201 W. Roosevelt Ave. to the October 19, 2021, Regular Board meeting agenda for consideration and final decision.



PETITION
Plan Commission/Zoning Board of Appeals

FILE NO. _____
DATE FILED _____

1. Applicant Gregory Ziomek agent of Projekt Studio Daytime Phone 773-796-5992
Mailing Address 2810 RFD, Long Grove, IL. 60047
Email Address Gziomek@sbglobal.net
2. Owner(s) of Record Irfan Bhagat agent of Bharuch LLC Daytime Phone 847-928-9999
Mailing Address 9739 W. Irving Park Rd, Schiller Park, IL. 60176
Owner(s) of Record Mohammed Ahmed agent of Bharuch LLC Daytime Phone 847-928-9999
Mailing Address 9739 W. Irving Park Rd, Schiller Park, IL. 60176
3. Applicant is: ☐ Owner ☐ Attorney ☒ Other Agent (please specify) Architect
(Note: A letter of authorization from the owner(s) of record must be attached)
4. Applicant Relationship to owner Architect
5. Address/Location of Subject Property 201 W. Roosevelt
6. Permanent Index Number(s) of Subject Property 15-14-330-020-0000
7. Present Zoning Classification C-3 Proposed Zoning Classification (if applicable) —
8. Zoning Designations and Uses of properties to the North R-2 South N/A - outside Maywood Boundary
East C-3 West C-3
9. Current Use gas station Proposed Use (if applicable) same as existing
10. Lot Square Footage 14,031 Building Square Footage 3,206
11. Explanation of Relief requested reduce rear yard setback from 20 ft to 1 ft and
reduce interior side yard setback from 10 ft to 1 ft
12. Ordinance Section Section 8-3

APPLICATION MUST BE FILED IN TRIPLICATE (one original and 2 copies) WITH ORIGINAL SIGNATURES

I hereby certify that the above statements and all accompanying statements and drawings are true and correct to the best of my knowledge. I hereby consent to the entry in or upon the premises described in this application by any authorized official of the Village of Maywood for the purpose of securing information, posting, maintaining and removing such notices as may be required by law.

[Signature]
Applicant Signature

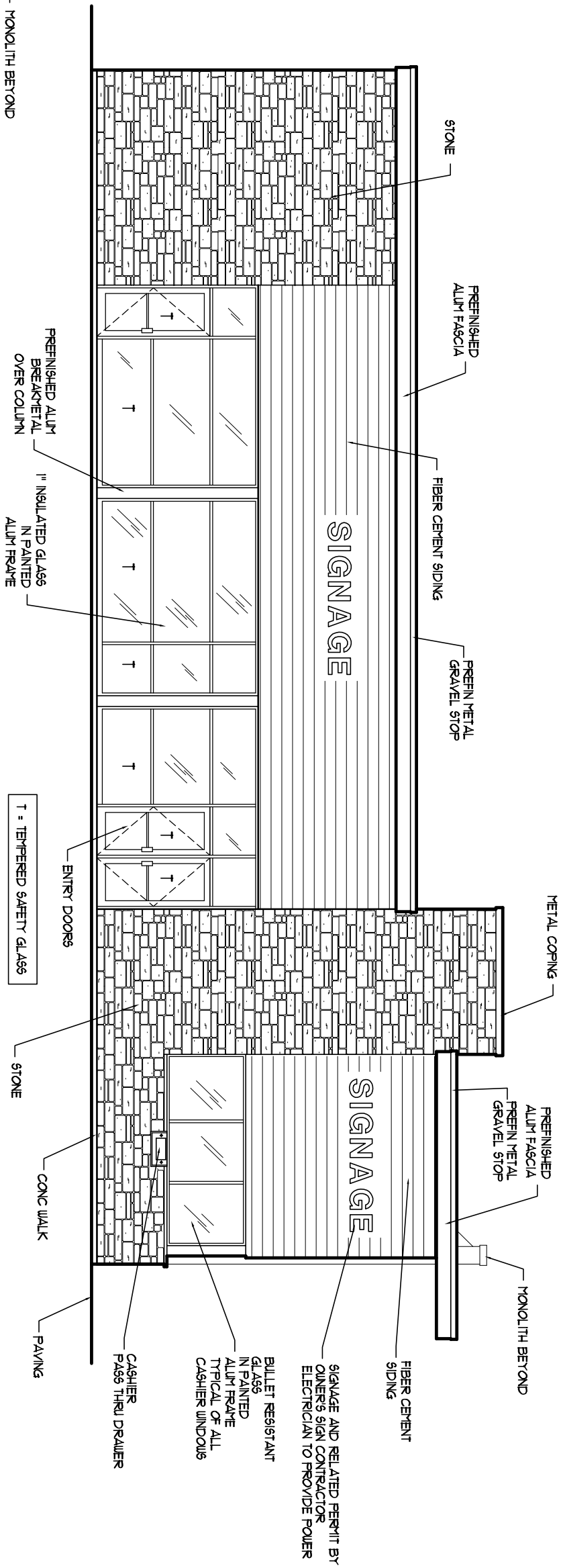
5/31/2021
Date

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

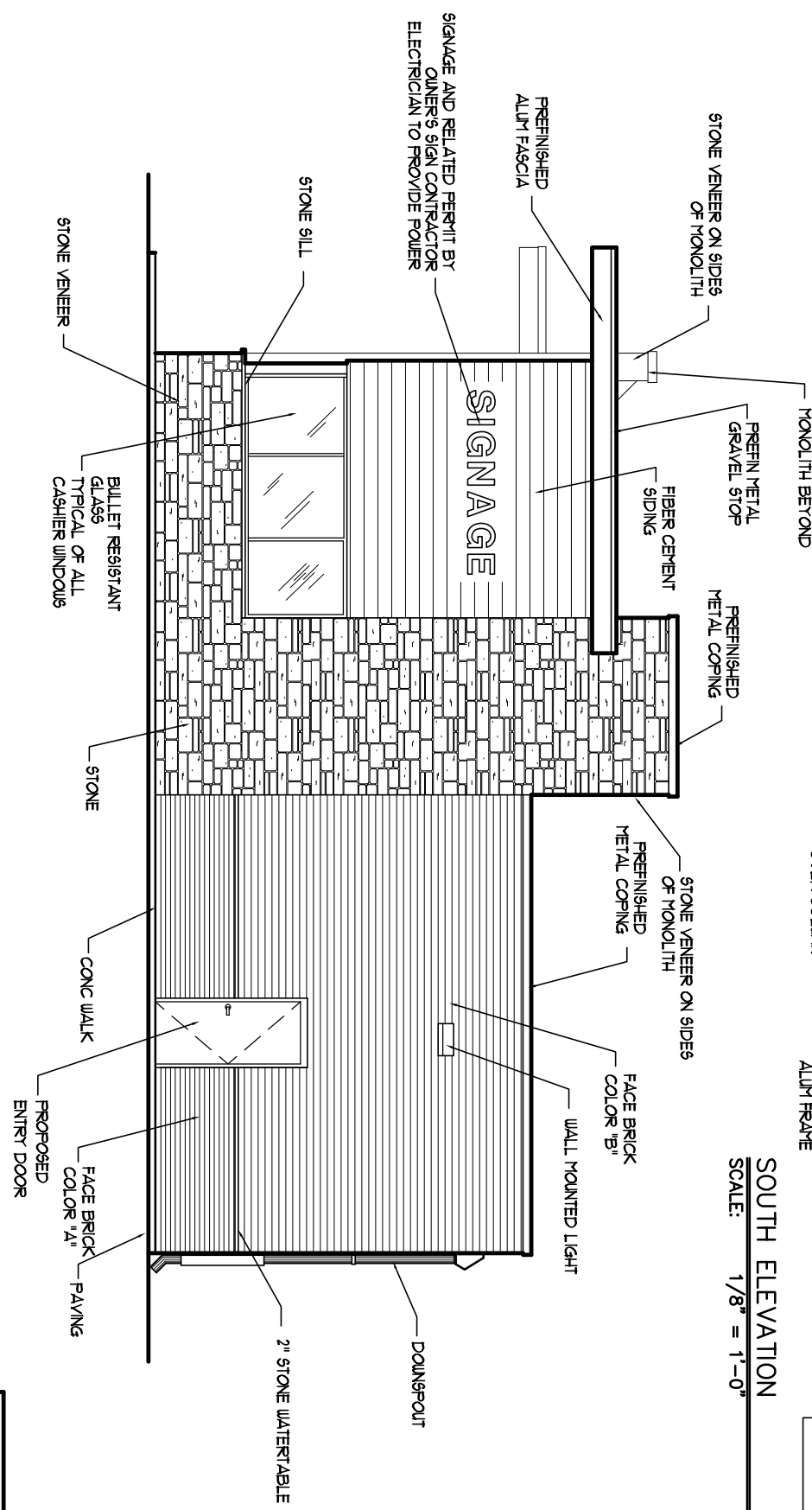


PROYEKT STUDIO, LLC
ARCHITECTURE, ENGINEERING
2810 RFD
LONG GROVE, IL 60047
773-796-2699

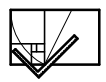
269



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"

**PROYEKT STUDIO, LLC**
ARCHITECTURE, ENGINEERING

2810 RFD
Long Grove, IL., 60047
773-796-5992 GZLOMEK@SBCGLOBAL.NET

PROPOSED
GAS STATION / MINI-MART

201 W ROOSEVELT
MAYWOOD, IL. 60153-3331

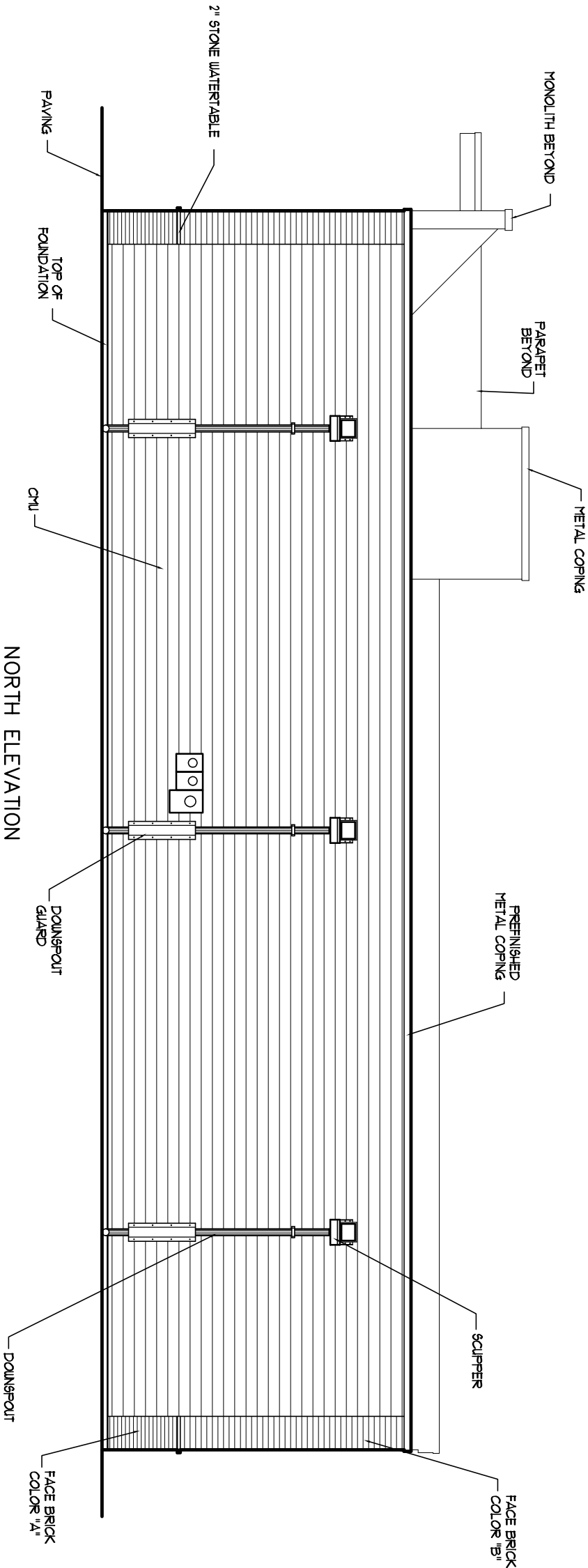
REVISIONS			DATE
NO.	DATE	DESCRIPTION	

SHEET

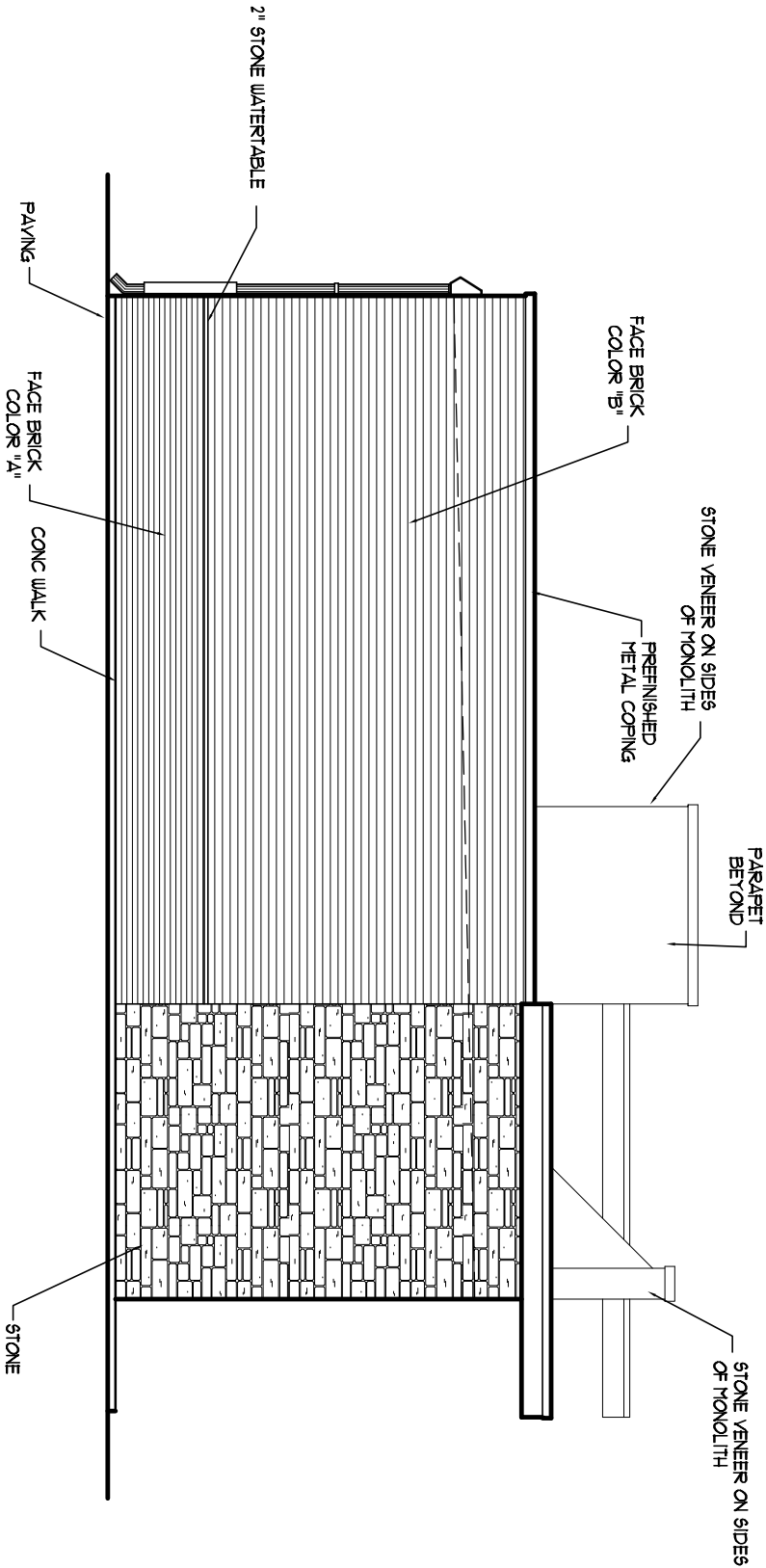
A-3

OF 4 SHEETS

270



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"



PROYEKT STUDIO, LLC

ARCHITECTURE, ENGINEERING

2810 RFD
Long Grove, IL., 60047
773-796-5992 GZLOMEK@SBCGLOBAL.NET

PROPOSED
GAS STATION / MINI-MART

201 W ROOSEVELT
MAYWOOD, IL. 60153-3331

REVISIONS			DATE
NO.	DATE	DESCRIPTION	

SHEET

2025Z

DATE 3/9/21

JOB #

Δ = 4

OF 4 SHEETS



Village of
Maywood
Illinois

TO: Chasity Wells- Armstrong, Village Manager

CC: Mayor Nathaniel George Booker

FROM: Angela Smith, Acting Director of Community Development

DATE: October 5, 2021 -COW Agenda

RE: 1215 S. 1st Avenue – Planning Commission Recommendation -- for Discussion Only

Item for Consideration by the Board of Trustees:

Board to consider the application of Petitioner, Little Bear Holdings, LLC, for a Zoning Map Amendment, and a Special Use Permit, to allow the construction of a Car Wash in the C-3 General Commercial Zoning District, on the property located at 1215 South 1st Avenue, Maywood, Illinois. The specific zoning relief sought by Petitioner from the requirements set forth in the Maywood Zoning Ordinance (MZO), is as follows:

- A. A Zoning Map Amendment to rezone a property in the C-4 Town Center Zoning District to C-3 General Commercial Zoning District.
- B. A Special Use Permit to allow a car wash in the C-3 General Commercial District.

Recommended Action: Planning Commission recommended approval, with conditions. To view the meeting meeting, visit: <https://www.youtube.com/watch?v=XMg0uYX2UA8&t=757s>

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B. Zoning Analysis and Zoning Code Requirements	3
C. Attachments	4

Case Summary and Basis of Recommendations

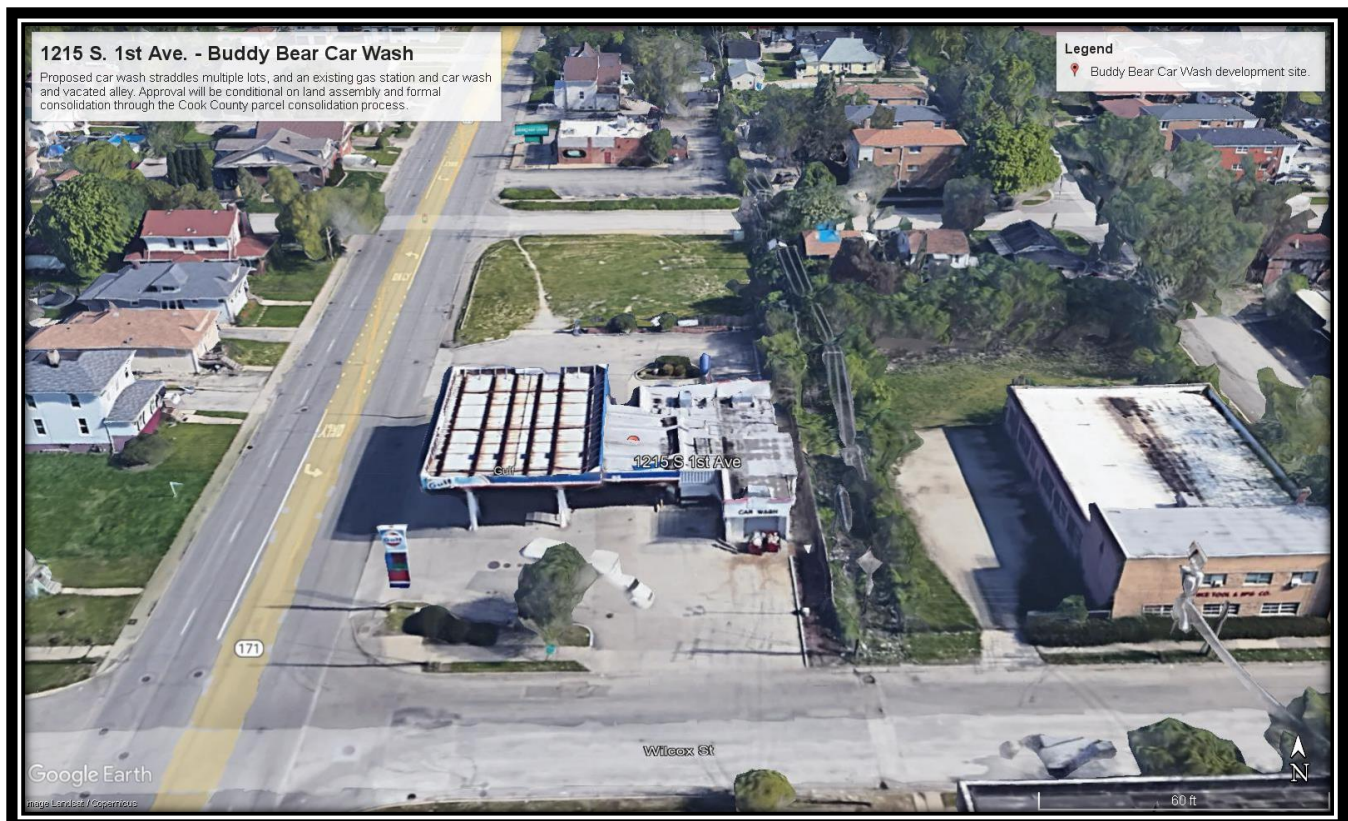
TITLE: Petitioner, Little Bear Holdings, LLC, for a Zoning Map Amendment, and a Special Use Permit, to allow the construction of a Car Wash in the C-3 General Commercial Zoning District, on the property located at 1215 South 1st Avenue, Maywood, Illinois. The specific zoning relief sought by Petitioner from the requirements set forth in the Maywood Zoning Ordinance (MZO), is as follows:

- A. A Zoning Map Amendment to rezone a property in the C-4 Town Center Zoning District to C-3 General Commercial Zoning District.
- B. A Special Use Permit to allow a car wash in the C-3 General Commercial District.

A. Background

An application for a zoning map amendment, special use and site and landscape plan review to construct a car wash at 1215 1st Avenue has been submitted by Agnes Plecka, agent of the owner of record, First Avenue Property, LLC, and is scheduled for the PC/ZBA meeting on September 28, 2021. The location straddles a couple of parcels, which will require consolidation through the Cook County process, in order to construct a building in the C-4 Town Center Commercial District. This action will require a map amendment to C-3 General Commercial followed by a Special Use Permit for a Car Wash in the C-3 General Commercial District.

The subject lots are bounded by Wilcox Street to the South, Legion Street to the North, South 1st Avenue to the West and an alley to the east. The alley has been vacated as part of the 2005 Village- Wide Alley Vacation Program.



Aerial Map of the Development Site, looking towards the north from Wilcox Street, showing the existing buildings and nearby developments.

The proposed car wash straddles multiple lots, and an existing gas station and car wash and vacated alley. Approval will be conditional on land assembly and formal consolidation through the Cook County parcel consolidation process.

The applicant seeks approval of a map amendment to a more appropriate and active zoning district, C-3 General Commercial, and the subsequent approval of a Special Use Permit. No variances for bulk are requested, and the development will be required to comply with the Maywood Zoning Ordinance in its entirety, including signage, which will be reviewed and permitted through a separate permit application. A Master Sign Plan is pending and will be submitted along with a permit application for signage.

The purpose of these requests is to enable the developer to construct a new full-service Car Wash, subject to performance standards and all other municipal ordinances, including noise abatement measures, appropriate landscaping improvements and limited circulation patterns through the adjoining residential neighborhoods.

B. Zoning Analysis and Zoning Code Requirements

Existing Zoning:

The existing zoning for these parcels is **C-4 Town Center Zoning District**.

Maywood Zoning Ordinance (MZO) Per Table 8-1, car washes are allowed only as special uses in the C-3 Commercial District. Since the property is zoned C-4 Town Center, the property will need

to be rezoned to C-3 Commercial District if a car wash is proposed.

Existing Land Use:

The existing land use for this development site includes various components: Vacant lots at the north half of the development site, and an underutilized gasoline station with inactive accessory car wash and concession store.

Proposed Land Use:

The Land Use Plan designation for this property is Community Commercial, described in the plan in the following way:

Community commercial areas include prominent corridors and local retail nodes that host retail and service uses. These uses may serve the basic needs of Maywood residents or those traveling through the community on arterial roadways. Development in these areas can include a variety of uses, such as grocery and retail stores, restaurants, professional services, small offices and medical commercial uses. Auto services may be appropriate in some areas but should be limited to blocks that have minimal impact on community identity or the aesthetic character of prominent gateway corridors. However, the ultimate goal of the Village should be to retain these uses within the community but support their relocation to industrial portions of the community, such as the St. Charles Road corridor (Maywood Comprehensive Plan, 2014, p. 47).

The proposed use of a Full-service automatic car wash with vacuum and drying area serves the purpose of the land use designation by providing auto related services. However, uses such as these should be minimized over time to avoid an “auto services row” along this portion of 1st Street. It is recommended that staff monitor development along this corridor to avoid this potential adverse impact in the future.

Per Section 4.6, the Community Development Department’s Zoning Administration Division has reviewed the site plan and has no objections to the site and landscape plan as proposed. At permitting, staff will request additional detail regarding lighting, signage, circulation, fencing and landscaping.

C. Attachments

1. Application Exhibits

Conditions Recommended by the Planning Commission

1. Traffic circulation patterns and final Master Sign Plan will reflect the need to manage traffic away from the residential districts.
2. Consolidation of all parcels and lots shall be required.
3. A Master Sign Plan shall be submitted for all signage, including monument signs, pole signs and wall signs and wayfinding signs, consistent with the Sign Code. Not variations shall be requested, and the project shall comply in all ways with the Sign Code.

4. Lighting: Photometric signs will be requested at permitting in order to assure that lighting rays stay within the confines of the lot and do not affect the adjoining residences, especially due to the proximity of the rear wall of the building.
5. The project will comply with all codes and ordinances of the Village of Maywood.

Note: *If there is a conflict between conditions, municipal, building, fire and zoning codes, the more restrictive code shall apply.*

Concurrency Summary Report

Project Name: Buddy Bear Car Wash – 1215 S. 1st Ave. (First Avenue Property LLC)
PCZBA Case # 21-003

Report Date: October 5, 2021

The proposal **is consistent** with the Comprehensive Plan, the Proposed Land Use Plan, and **shall** be required to comply in full to the Codes and Ordinances for the Village of Maywood.

ACTION:

Move Petition and Findings of Fact for a Rezone and Special Use Permit at 1215 S. 1st to the October 19, 2021, Regular Board meeting agenda for consideration and final decision.



PETITION

Plan Commission/Zoning Board of Appeals

FILE NO. _____

DATE FILED _____

1. Applicant Little Bear Holdings, LLC, an Illinois limited liability company Daytime Phone 773.632.8930
Mailing Address 3309 Harvey, Berwyn, Illinois 60402
Email Address pdegeratto@buddybearcarwash.com
2. Owner(s) of Record First Ave Property, LLC, an Illinois limited liability Daytime Phone 708-598-6800, ext. 210
Mailing Address 9501 W 144th Place, Suite 201, Orland Park, IL 60462
Owner(s) of Record _____ Daytime Phone _____
Mailing Address _____
3. Applicant is: ☐ Owner ☐ Attorney ☒ Other Agent (please specify) Contract Purchaser
(Note: A letter of authorization from the owner(s) of record must be attached)
4. Applicant Relationship to owner Contract Purchaser
5. Address/Location of Subject Property 1215 S. 1st Ave., Maywood
6. Permanent Index Number(s) of Subject Property 15-14-204-010-0000 and 15-14-204-001-0000
7. Present Zoning Classification C4 Proposed Zoning Classification (if applicable) C3
8. Zoning Designations and Uses of properties to the North C3 South C4 and C3
East C4 West C3
9. Current Use Gas Station Proposed Use (if applicable) Car Wash
10. Lot Square Footage 34,979 SF Building Square Footage 4,800 SF
11. Explanation of Relief requested Map Amendment from a C4 to a C3 District and a Special Use
12. Ordinance Section 4.2 and 4.4

APPLICATION MUST BE FILED IN TRIPLICATE (one original and 2 copies) WITH ORIGINAL SIGNATURES

I hereby certify that the above statements and all accompanying statements and drawings are true and correct to the best of my knowledge. I hereby consent to the entry in or upon the premises described in this application by any authorized official of the Village of Maywood for the purpose of securing information, posting, maintaining and removing such notices as may be required by law.

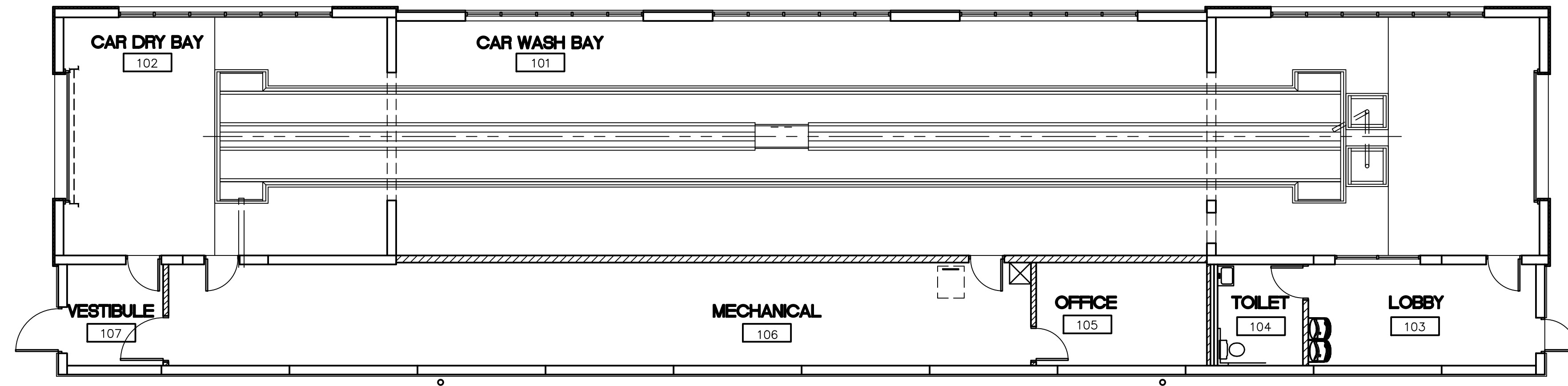
Phillip DeGuerro
Applicant Signature

9/1/2021
Date

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

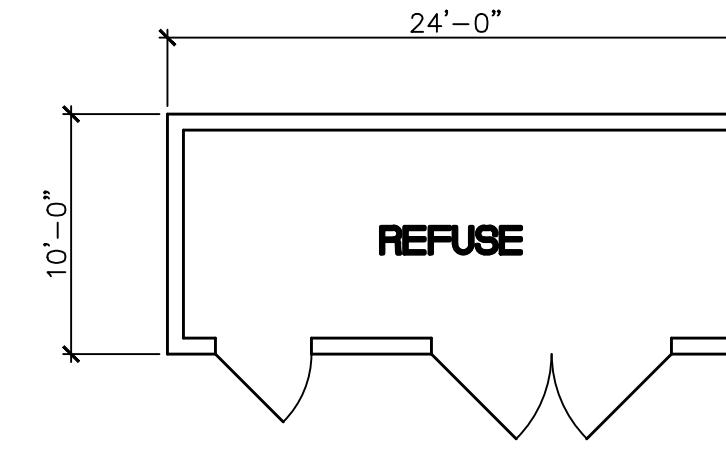
BUDDY BEAR CARWASH

FIRST AVENUE
MAYWOOD



FLOOR PLAN

SCALE: 1/8" = 1'-0"

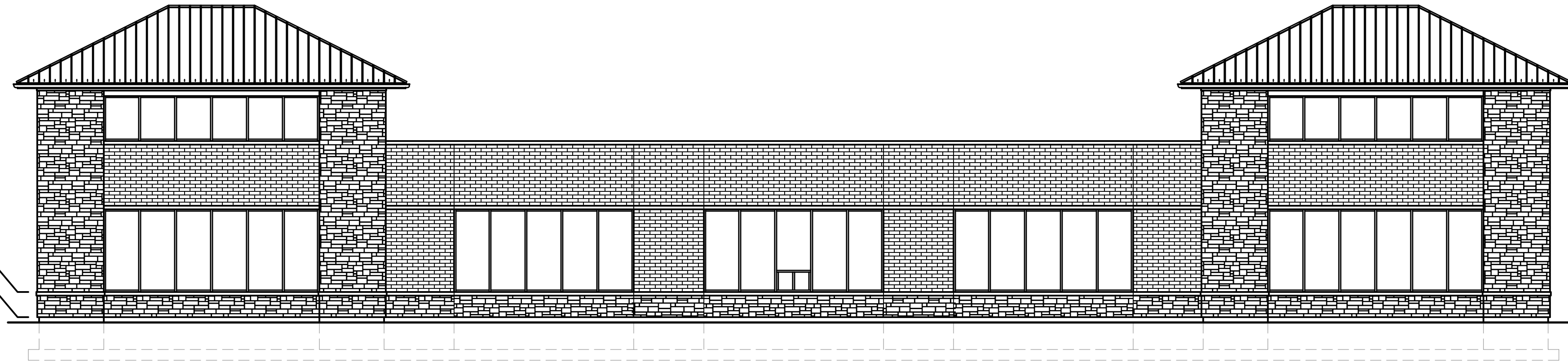


FLOOR PLAN

SCALE: 1/8" = 1'-0"



- T/ROOF
EL. 128'-4"
- T/PRECAST
EL. 121'-4"
- BTM/WINDOWS
EL. 116'-4"
- T/WINDOWS
EL. 110'-0"
- BTM/WINDOWS
EL. 102'-4"
- T/FOUNDATION
EL. 100'-0"
- FINISHED GRADE
EL. SEE CIVIL
- BTM FOOTING
EL. SEE STRUCTURE

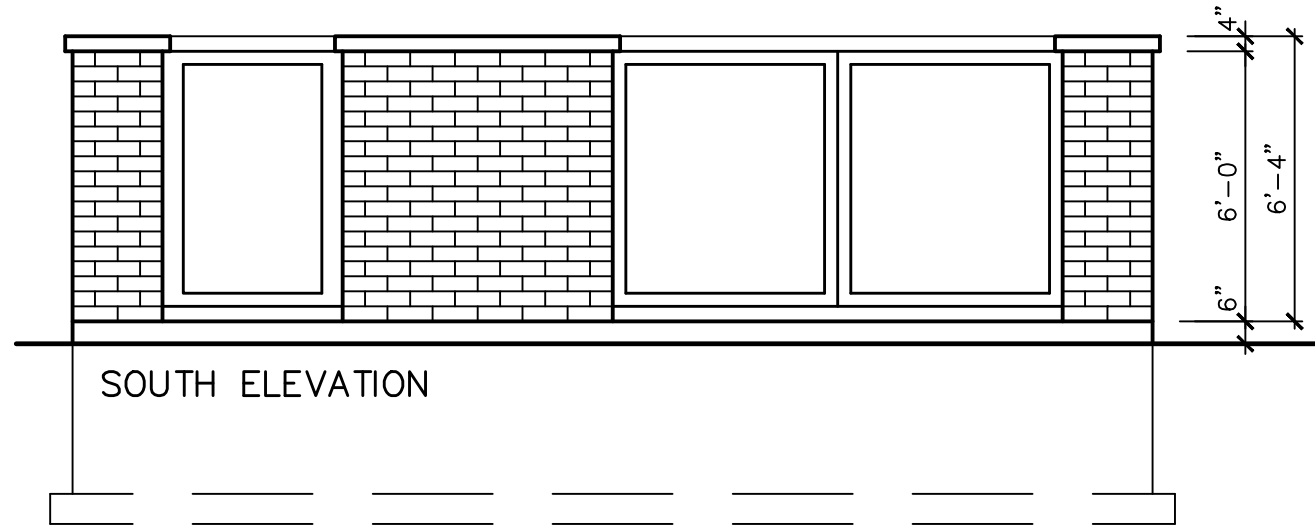


WEST ELEVATION

SCALE: 1/8" = 1'-0"

- T/ROOF
EL. 128'-4"
- T/PRECAST
EL. 121'-4"
- BTM/WINDOWS
EL. 116'-4"
- T/WINDOWS
EL. 110'-0"
- BTM/WINDOWS
EL. 102'-4"
- T/FOUNDATION
EL. 100'-0"
- FINISHED GRADE
EL. SEE CIVIL
- BTM FOOTING
EL. SEE STRUCTURE

- T/WINDOWS
EL. 110'-0"
- BTM/WINDOWS
EL. 102'-4"
- T/FOUNDATION
EL. 100'-0"
- FINISHED GRADE
EL. SEE CIVIL
- BTM FOOTING
EL. SEE STRUCTURE

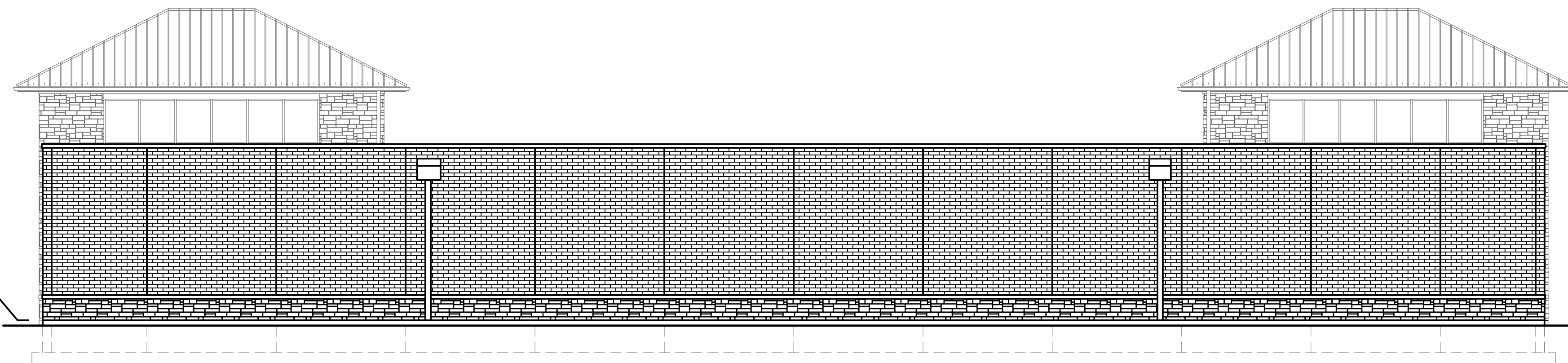


SOUTH ELEVATION

TRASH ENCLOSURE

SCALE: 1/4" = 1'-0"

- T/PRECAST PANEL
EL. 116'-0"
- T/FOUNDATION
EL. 100'-0"
- FINISHED GRADE
EL. SEE CIVIL
- BTM FOOTING
EL. SEE STRUCTURE

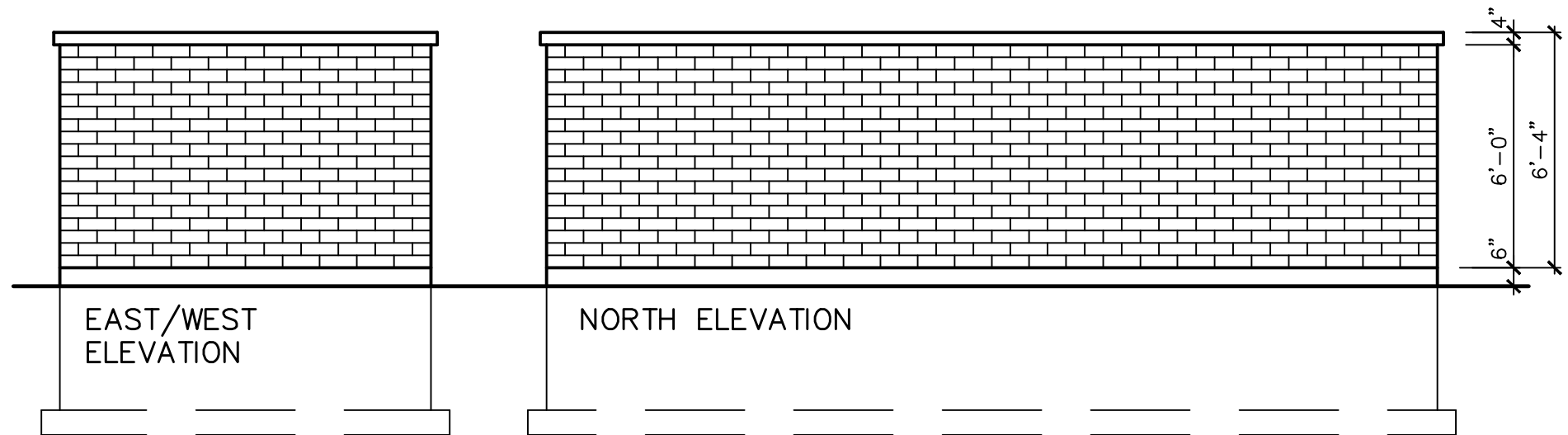


EAST ELEVATION

SCALE: 1/8" = 1'-0"

- T/PRECAST PNL.
EL. 116'-0"
- T/FOUNDATION
EL. 100'-0"
- FINISHED GRADE
EL. SEE CIVIL
- BTM FOOTING
EL. SEE STRUCTURE

- T/FOUNDATION
EL. 100'-0"
- FINISHED GRADE
EL. SEE CIVIL
- BTM FOOTING
EL. SEE STRUCTURE



EAST/WEST ELEVATION

NORTH ELEVATION

TRASH ENCLOSURE

SCALE: 1/4" = 1'-0"

- T/ROOF
EL. 128'-4"
- T/PRECAST
EL. 121'-4"
- BTM/WINDOWS
EL. 116'-4"
- T/PRECAST PNL.
EL. 116'-0"
- T/PREC. OPENING (OVERHEAD DR.)
EL. 107'-9"
- T/FOUNDATION
EL. 100'-0"
- FINISHED GRADE
EL. SEE CIVIL
- BTM FOOTING
EL. SEE STRUCTURE



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

- T/ROOF
EL. 128'-4"
- T/PRECAST
EL. 121'-4"
- BTM/WINDOWS
EL. 116'-4"
- T/WINDOWS
EL. 110'-0"
- BTM/WINDOWS
EL. 102'-4"
- T/FOUNDATION
EL. 100'-0"
- FINISHED GRADE
EL. SEE CIVIL
- BTM FOOTING
EL. SEE STRUCTURE

- T/ROOF
EL. 128'-4"
- T/PRECAST
EL. 121'-4"
- BTM/WINDOWS
EL. 116'-4"
- T/PREC. OPENING (OVERHEAD DR.)
EL. 107'-3"
- T/FOUNDATION
EL. 100'-0"
- FINISHED GRADE
EL. SEE CIVIL
- BTM FOOTING
EL. SEE STRUCTURE



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

- T/PRECAST PNL.
EL. 116'-0"

Buddy Bear Car Wash



Plate 2



Plate 1



Plate 3



Plate 4



Plate 5 birdseye view



Plate 6 birdseye view

**EXHIBIT A TO THE PETITION FOR A MAP AMENDMENT
FOR 1215 SOUTH 1ST AVENUE, MAYWOOD**

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

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

- The subject property is currently zoned C4 Town Center Zoning District. The adjacent properties to the north, northwest, west and southwest are currently zoned C3 General Commercial District. C3 District is designed to accommodate a broad range of business, service and auto-oriented commercial uses.
- The Applicant is proposing to downzone the subject property from a C4 Town Center Zoning District to a C3 General Commercial Zoning District to construct and operate a car wash business at the subject property, which will be compatible with the surrounding C3 commercial uses and will also be compatible with the existing nonconforming residential uses nearby.
- The proposed car wash is permitted in the C3 District when it is reviewed as a Special Use. The size of the property and its convenient location with frontages along 3 public ways, allows for site plan design efficiencies and an effective on-site self-contained traffic circulation, which makes the subject property suitable for the proposed car wash facility.

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

- Surrounding property is already zoned C3 Commercial District. The Applicant is proposing to downzone the subject property from the existing C4 to a C3 District.
- The proposed car wash building has been designed in compliance with the height, floor area and setback regulations of the proposed C3 District, so it will be compatible with the other existing surrounding buildings.
- As such the proposed car wash has been designed to prevent overcrowding and undue concentration of structures on the subject site.
- The proposed car wash has been designed in compliance with the Commercial District Design Standards, in terms of the façade articulation, fenestration, rooflines and entrances, so it will be compatible with other permitted uses in the C3 District.

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

- The subject property is currently zoned C4 and it had been improved with a gas station and an accessory car wash. The gas station is currently operating at a limited capacity, but the car wash building has been vacant for some time. It appears that there has been no alternative redevelopment proposal for the site under the current C4 District, which indicates that some zoning relief is needed to stimulate the redevelopment of this property.
- Since there are some nonconforming residential uses nearby, the proposed redevelopment will be in the interest of the public health, safety, and welfare, since this proposed modern and environmentally friendly car wash will be a less intense use than the existing multi-use gas station and more compatible with residential areas than some other uses permitted under the existing C4 District by right. There is an unfulfilled demand for the proposed car wash services within the community, so this proposed text amendment and the proposed special use, which will allow establishment of the proposed car wash, are in the interest of public convenience.
- The proposed car wash has been designed in compliance of all the bulk requirements of the C3 District and also in compliance with the Commercial District Design Standards, in terms of the façade articulation, fenestration, rooflines and entrances.

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

- The subject property has a unique location as it is bordered by 3 public ways, and it is situated in an established commercial district. The property had been improved and operated as a gas station with a convenience store for many years and at some point, there was an accessory car wash also operating at the subject property. With this proposal, the subject property will be converted from intense multi-use operations to a single use as a car wash facility, which will be more compatible with existing commercial uses and residential uses nearby. 1st Avenue is an arterial street and a state highway, and as such it is suitable for the proposed car wash use.
- The property is currently operated as a gas station with a convenience store and a vacant car wash building. The property appears to be underutilized, which suggests that it needs some zoning relief to stimulate its redevelopment and commercial re-use. Redeveloping the subject property as a state-of-the-art car wash will provide for a smooth transition between these auto-oriented uses and is compatible with the other existing land use patterns in the area.
- The proposed car wash facility will complement other existing commercial uses along 1st Avenue, which is located in an established commercial corridor; therefore, this proposed use will maintain orderly and compatible land use and development patterns in line with the intent of the Zoning Ordinance.
- The Applicant has a vast experience in identifying viable markets and developing and operating successful car wash business. The Applicant currently operates 12 car wash facilities in other municipalities. This proposed car wash, which will bring an attractive and needed use for the

community, complies with the Bulk requirements of the C3 District and complies with the Commercial Design Standards of the Ordinance. The site will be fully landscaped, and a new storm water management system installed. The site plan has been designed with adequate on-site parking, ample stacking and sufficient width and turn radius to accommodate anticipated traffic.

**EXHIBIT B TO THE PETITION FOR A SPECIAL USE
FOR 1215 SOUTH 1ST AVENUE, MAYWOOD**

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

- 1. The establishment, maintenance, and operation of the special use in the specific location proposed will not be unreasonably detrimental to or endanger the public health, safety or general welfare of any portion of the community.**
 - The subject property is uniquely located at the northeast corner of 1st Avenue and Wilcox St, with Legion Street running along its northern property line. As such the subject property features frontage along 3 public ways. 1st Avenue runs along an established commercial corridor. The subject property has a lot area of 34,979 square feet. Please see the enclosed Survey
 - The subject property had been improved as a gas station with a convenience store and a car wash building. The gas station is currently operating at a limited capacity, but the car wash building has been vacant for some time. The existing buildings are outdated and not up to the current standards of marketability. Since they were constructed specifically for a gas station use, they are not good candidates for adaptive commercial reuse. Consequently, the Applicant is proposing to demolish the existing improvements and redevelop the subject property with a new modern car wash facility.
 - The proposed use is compatible with the existing surrounding commercial uses, which are auto oriented. The proposed car wash will provide needed services for the community. The proposed car wash is well suited to this location and will have a positive financial impact on the neighboring businesses and will contribute and encourage development and improvement of the surrounding properties.
 - The proposed traffic circulation is mainly self-contained on the subject property and adequate measures have been or will be taken to provide efficient ingress and egress to minimize traffic congestion in the public streets. A full access driveway for the site will be provided at the southeast corner of the property on Wilcox Street. Three lanes of stacking, which accommodate 24 cars, are provided along the east side of the property, and allow access to the three pay stations. The pay stations are controlled by a computer coordinated gate system. Cars are directed through the pay station gates and into the carwash queuing lane. The queuing lane will accommodate additional 6 cars. The queuing lane provides access into the north end of the building, which is the entrance to the tunnel and exit from the south end of the building to the driveway and two exit lanes in either direction onto Wilcox Street. Along the east side of the building are provided self-serve car vacuum stations. The employee parking spaces are provided at the north end of the vacuum area. There is a masonry enclosure located at the north end of the vacuum and parking area to conceal trash containers.
 - While the facility is designed to be automated and it is not expected to have a high pedestrian traffic, any pedestrian circulation is designed specifically for the car wash to provide safe, ADA

compliant access routes between the facilities. There will be identification and directional signs provided at each corner of the site, on the building, at the entry/exit driveway and at the pay stations. A perimeter metal fence with gate and landscaping will be provided along each side of the property.

- The proposed car wash will utilize environmentally friendly procedures and use biodegradable products: Sobrite water reclaim system, which allows to reclaim 40% of the used water, Hydroflex chemical application system and Eurovac central vacuum system. There will be DRB (wash optimization software and hardware) pay stations, servers, controller and anti-collision system in place to ensure seamless operations and full customers satisfaction.
- The proposed car wash has been designed to suit the subject site's specifications and unique characteristics. The Applicant has a vast experience in operating car washes and has successfully constructed and has been operating similar models in multiple municipalities.

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

- The subject property is surrounded by C3 District to the north to the west and to the south. This proposed car wash is allowed in the C3 District when reviewed as a special use and will be compatible with the existing C3 commercial uses nearby.
- While this proposed car wash is fully automated with high tech equipment, the Applicant proposes to have 6-8 employees on-site to help customers and ensure smooth operations, for example, the employees will assist the customers to load the cars onto conveyor, maintain the site and vacuum area.
- For customers convenience, the Applicant will provide applications for contactless pay, monthly plans with RFID tags, as well as on-site pay stations, which will accept cash and credit cards.
- The proposed car wash will generally follow the hours of operation of the surrounding businesses. The proposed car wash will be open seven days between the hours of 7 AM – 9 PM.

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

- The subject property is currently improved with outdated gas station structures and car wash building, which is currently vacant. As such the subject property is underutilized, and ripe for redevelopment. Since the existing gas station structures are use-specific and as such they are not viable for adaptive re-use, the Applicant proposes to demolish the existing outdated gas station and car wash structures and redevelop this parcel with a modern car wash building of approximately 4,800 square feet, which will feature high tech car wash equipment, using Hybrid machine wash process, 16 free of charge self-serve vacuum stalls and the use of mat cleaning machines. The size of this parcel allows for stacking of 30 cars and efficient on-site circulation. There will be 3 pay stations and vending machines in the lobby.

- The Applicant has analyzed the current market conditions in the subject area and concluded that there is an unfulfilled demand for the proposed state-of-the art car wash services. This development also cross connects another Maywood business - AVW Equipment, which will be supplying the flat belt conveyor and all tunnel equipment for the car wash building.
- The site will be landscaped, and a new water storm management system will be installed. This redevelopment will not only improve the streetscape and provide needed services for the community, but it will also bring additional tax revenue to the Village. Consequently, this proposed redevelopment will not diminish or impair nearby property values.

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

- The surrounding property is zoned C3. With this proposed Special Use, the Applicant has also submitted its map amendment request, to rezone the subject property from the existing C4 District to a C3 District, which will be in-line and compatible with the existing uses nearby and with future improvements of the surrounding properties. The proposed car wash has been designed in compliance with the C3 bulk and use requirements.
- The subject property is a large parcel, with frontage on 2 public ways. The proposed site plan promotes public safety and welfare, and it is designed to preserve adequate light and air to the surrounding properties, while providing convenient ingress and egress to the subject property.
- The traffic circulation is self-contained and will not overburden public right-of-ways. The proposed facility will provide an affirmative benefit to the surrounding properties and neighborhood, both from a land use and economic standpoint, by encouraging additional commercial development in the area and by generating more tax revenue.

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

- The property has been operating as a gas station for many years and historically it also operated as a car wash in the past. A gas station with a convenience store and a car wash is an auto-oriented intense multi-use, usually generating high volume traffic, so the proposed single use car wash facility will provide smooth transition and efficient reuse of this property.
- The Applicant has been advised by its experts that this property is served by the existing infrastructure and that the existing utilities and access roads are adequate to service the proposed car wash and ensure its efficient operations. The main point of ingress and egress to the site will be via full access driveway at the southeast corner of the property on Wilcox Street. There will be 3 lanes of stacking, which accommodate 24 cars, which will run along the east side of the property and allow access to the three pay stations. Cars will be directed through the pay station gates and into the carwash queuing lane, which will accommodate additional 6 cars. The traffic circulation will be self-contained, with no adverse effect on the surrounding public

ways. In addition, the subject property will be landscaped, and a new water storm management system will be installed.

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

- The Zoning Ordinance intends that the C-3 General Commercial District is designed to accommodate more intense, auto-oriented commercial uses, which may require significant parking and traffic generation. The proposed car wash use is consistent with this intent of the Zoning Ordinance.
- The proposed improvements have been designed in compliance with the commercial district design standards, in terms of the façade articulation, fenestration, rooflines and entrances. The building facades will be constructed of architectural precast concrete and cast stone. The facades will be finished with natural earth tone colors. Similar finish materials will be used within the site on the monumental sign base, pay station surrounds and the refuse enclosure. These material finishes on the building will emphasize the two raised towers at each end of the building. The towers will visually anchor each end of the building facing each street intersection. The towers will have sloped hip rooflines that will be finished with standing seam metal roofing. The metal roofing will have a complementary primary color emphasizing the buildings intended use. The metal roof color will also be used within the site on the signs and other site elements. The windows provided along the wash bay side of the building will provide a symmetry, rhythm, and balance along the façade and between the two towers. The buildings material finish patterns will also complement the windows and the two towers. Windows will be provided on all four sides of the two towers to reinforce the buildings character on each building elevation. The windows on each end of the building will emphasize the carwash entry and exit doors. The overhead doors for entry into and exit out of the carwash by customers will be provided at each street facing end of the building. Glass storefront doors will also be provided at each street facing end of the building for employee access. Parapet walls with accenting coping will be provided at each side of the building to conceal rooftop mechanical equipment and provide for a consistent building elevation from all directions. The building has been designed to provide an aesthetically appealing appearance from all three streets bordering this project.
- The construction of the proposed car wash will be pursuant to the permits issued, in conformance with the requirements of the Zoning Ordinance and in compliance with the Building Code. The proposed construction through its effective site planning and building design will promote orderly development in the Village and will contribute to the economic growth of the subject area.



Village of
Maywood
Illinois

TO: Chasity Wells- Armstrong, Village Manager

CC: Mayor Nathaniel George Booker

FROM: Angela Smith, Acting Director of Community Development

DATE: October 5, 2021 – COW Agenda

RE: 1910 and 1927 S. 5th Ave, 1002 S. 6th Ave. – Access Health and Housing Project – Planning Commission Recommendation -- for Discussion Only

Item for Consideration by the Board of Trustees:

Board to consider the application of Petitioner, Access Health and Housing, LLC/IFF, for variations related to construction of a three-unit building in the R-5 Residential Zoning District, on the property located at 1910 S. 5th Ave. and 1927 S. 5th Ave.; and for rezoning requests and related variances for the construction of two 4-unit buildings, and a mixed-use building with at least two (2) ground-floor units for commercial use, medical use or not-for-profit office use and two (2) second floor residential units on the property located at 1002-10 S. 6th Ave., Maywood, Illinois. The specific zoning relief sought by Petitioner from the requirements set forth in the Maywood Zoning Ordinance (MZO), is as follows:

- A. A zoning map amendment from C-2 Pedestrian-Oriented Commercial Zoning District to R-4 Multi-Family Residential Zoning District, to allow the construction of two four-unit buildings, for the property located at 1002-10 South 6th Avenue, Lots 2 and 3 only.
- B. A variance from Table 7-2 to allow two four-unit buildings to encroach into the required front yard setback by 10 feet, where 25 feet are required, for the property located at 1002-10 South 6th Avenue, Lots 2 and 3 only.
- C. A variance from Section 13.2 and Table 13-1 to allow a parking reduction of one (1) space where three (3) are required, at the 1910 and 1927 South 5th Avenue properties.
- D. A variance from Table 7-2 to allow construction of a three-unit building on a substandard lot measuring 35 feet, where a 50-foot width is required, at the 1910 South 5th Avenue property.
- E. A variance from Table 7-2 to allow construction of a three-unit building on a substandard lot measuring 39.51' feet, where a 50-foot width is required, at the 1927 South 5th Avenue property.
- F. A variance from Section 13.7.C.2.a. to allow the construction of a driveway with a width of 10'6", where a minimum of 12 feet are required, at the 1910 South 5th Avenue property.
- G. A variance from Table 7-2 to allow the three-unit building to encroach into the required side yard setback by one (1) foot, where a 5-foot minimum side yard setback is required, at the 1910 South 5th Avenue property

Recommended Action: Planning Commission recommended approval, with conditions. To view the meeting, visit: [Village Of Maywood - YouTube](#).

Case Summary and Basis of Recommendations

The Petitioner, Access Health and Housing, LLC/IFF, submitted an application for variations related to construction of a three-unit building in the R-5 Residential Zoning District, on the property located at 1910 S. 5th Ave. and 1927 S. 5th Ave.; and for rezoning requests and related variances for the construction of two 4-unit buildings, and a mixed-use building with at least two (2) ground-floor units for commercial use, medical use or not-for-profit office use and two (2) second floor residential units on the property located at 1002-10 S. 6th Ave., Maywood, Illinois. The specific zoning relief sought by Petitioner from the requirements set forth in the Maywood Zoning Ordinance (MZO), is as follows:

- A. A zoning map amendment from C-2 Pedestrian-Oriented Commercial Zoning District to R-4 Multi-Family Residential Zoning District, to allow the construction of two four-unit buildings, for the property located at 1002-10 South 6th Avenue, Lots 2 and 3 only.
- B. A variance from Table 7-2 to allow two four-unit buildings to encroach into the required front yard setback by 10 feet, where 25 feet are required, for the property located at 1002-10 South 6th Avenue, Lots 2 and 3 only.
- C. A variance from Section 13.2 and Table 13-1 to allow a parking reduction of one (1) space where three (3) are required, at the 1910 and 1927 South 5th Avenue properties.
- D. A variance from Table 7-2 to allow construction of a three-unit building on a substandard lot measuring 35 feet, where a 50-foot width is required, at the 1910 South 5th Avenue property.
- E. A variance from Table 7-2 to allow construction of a three-unit building on a substandard lot measuring 39.51' feet, where a 50-foot width is required, at the 1927 South 5th Avenue property.
- F. A variance from Section 13.7.C.2.a. to allow the construction of a driveway with a width of 10'6", where a minimum of 12 feet are required, at the 1910 South 5th Avenue property.
- G. A variance from Table 7-2 to allow the three-unit building to encroach into the required side yard setback by one (1) foot, where a 5-foot minimum side yard setback is required, at the 1910 South 5th Avenue property

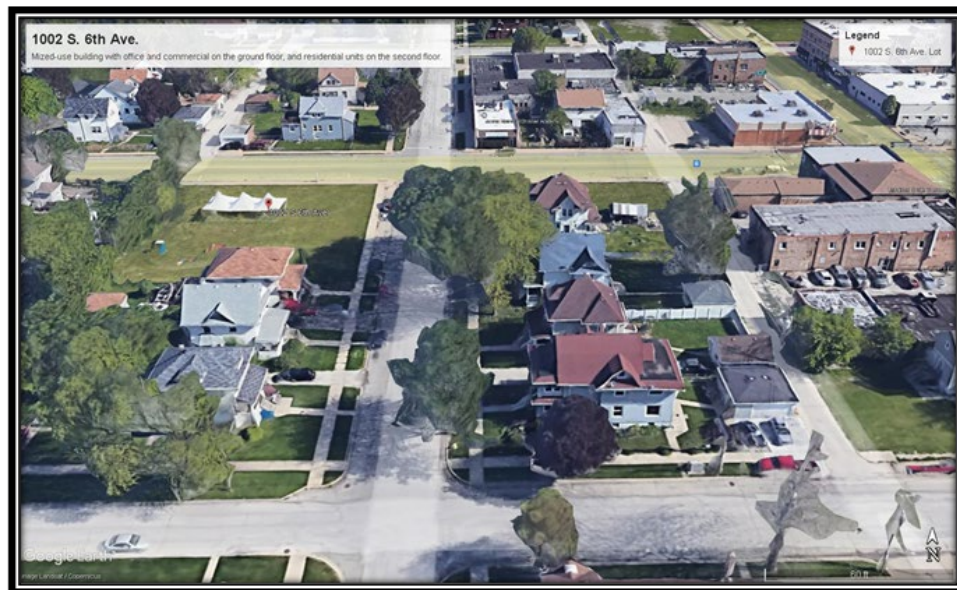
A. Background:

1002 S. 6th Ave. - Mixed-Use and Multi-Family Development

An application for a zoning map amendment and related variances to improve a bundle of lots with construction of mixed-use and residential buildings. The mixed-use building is proposed to contain two (2) ground-floor units for non-profit office use, medical use or commercial use, and two (2) residential units on the second floor. These four units are proposed to be located on the corner of 6th Avenue and Madison Street.

In addition to this mixed-use building, the developer proposes to construct two (2) multi-family residential housing buildings with four (4) units each on the lots to the south of the corner with a focus on veterans and residents with disabilities, all in substantial conformance with the site plan and building elevations submitted by the Developer, attached to this report.

Sites



1910 and 1927 S. 5th Ave.

An application for variances to improve two lots with infill housing on the 1900 block of South 5th Avenue. The project will require variance related to side yard setbacks and parking requirements based on the reduced width of these lots.



Aerial Map of the proposed residential infill development sites, looking towards the north along 5th Avenue, from Harvard Street, showing the existing buildings and nearby developments.

B. Existing Zoning

The existing zoning for the parcels at 1002 S. 6th Ave. is **C-2 Pedestrian-Oriented Commercial Zoning District**. The mixed-use building (Lot 1) is proposed to remain a C-2 Pedestrian-Oriented Commercial development projects, while the residential four-unit buildings are proposed to be rezoned to R-4 Multi-Family Residential (Lots 2 and 3 only – see developer provided materials).

The existing zoning for 1910 and 1927 S. 5th Ave. is set at R-5 Multi-Family Residential Zoning District for both parcels. The proposal does not include a proposed map amendment for either of these lots.

C. Zoning Relief and Special Permissions.

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

- (i) 1002 S. 6th Ave (C-2) Lot 1 - Reciprocal access and use easements will be recorded to allow vehicular access to adjacent parking areas on Lots 2 and 3, as well as the shared use of a trash enclosure on Lots 2 and 3.
- (ii) 1002 S. 6th Ave (C-2) Lot 2 & Lot 3 – Rezoning/Zoning Map Amendment - Requesting rezoning anticipated Lots 2 and 3 from C-2 to R-4 Multi-Family Residential Zoning District to match the adjacent R-4 Multi-Family residential zoning in the area.
- (iii) 1002 S. 6th Ave - Setback relief - Requesting front yard setback relief of 10'-0" to provide a buffer between the parking area and residential buildings at the backs of the property and a transition from the C-2 district to the adjacent R-4 District along South 6th Ave; 25'-0" is required per Table 7-2 of the Maywood Zoning Ordinance; 15'-0" has been provided.
- (iv) 1910 and 1927 S. 5th – Parking Relief – Requesting a parking reduction of one (1) space from the three (3) required per Table 13-1 of the Village's Zoning Ordinance.
- (v) 1910 and 1927 S. 5th Ave – Lot Width Relief – Lot width relief of ten and one-half (10.5) feet from the fifty (50) foot width required by Table 7-2 of the Village's Zoning Ordinance.

D. Attachments

1. *Application Exhibits*

Conditions Recommended by the Planning Commission

- 1. None

Note: *If there is a conflict between conditions, municipal, building, fire and zoning codes, the more restrictive code shall apply.*

Concurrency Summary Report

Project Name: Access Housing and Health Project 1910 and 1927 S. 5th Ave. and 1002 S. 6th Ave. (IFF) PCZBA Case # 21-004

295

Report Date: October 5, 2021

The proposal **is consistent** with the Comprehensive Plan, the Proposed Land Use Plan, and **shall** be required to comply in full to the Codes and Ordinances for the Village of Maywood.

ACTION:

Move Petition and Findings of Fact for a Rezone and Special Use Permit at 1910 and 1927 S. 5th Ave, 1002 S. 6th Ave. to the October 19, 2021 Regular Board meeting agenda for consideration and final decision.



PETITION

Plan Commission/Zoning Board of Appeals

FILE NO. _____

DATE FILED _____

1. Applicant Little Bear Holdings, LLC, an Illinois limited liability company Daytime Phone 773.632.8930
Mailing Address 3309 Harvey, Berwyn, Illinois 60402
Email Address pdegeratto@buddybearcarwash.com
2. Owner(s) of Record First Ave Property, LLC, an Illinois limited liability Daytime Phone 708-598-6800, ext. 210
Mailing Address 9501 W 144th Place, Suite 201, Orland Park, IL 60462
Owner(s) of Record _____ Daytime Phone _____
Mailing Address _____
3. Applicant is: ☐ Owner ☐ Attorney ☒ Other Agent (please specify) Contract Purchaser
(Note: A letter of authorization from the owner(s) of record must be attached)
4. Applicant Relationship to owner Contract Purchaser
5. Address/Location of Subject Property 1215 S. 1st Ave., Maywood
6. Permanent Index Number(s) of Subject Property 15-14-204-010-0000 and 15-14-204-001-0000
7. Present Zoning Classification C4 Proposed Zoning Classification (if applicable) C3
8. Zoning Designations and Uses of properties to the North C3 South C4 and C3
East C4 West C3
9. Current Use Gas Station Proposed Use (if applicable) Car Wash
10. Lot Square Footage 34,979 SF Building Square Footage 4,800 SF
11. Explanation of Relief requested Map Amendment from a C4 to a C3 District and a Special Use
12. Ordinance Section 4.2 and 4.4

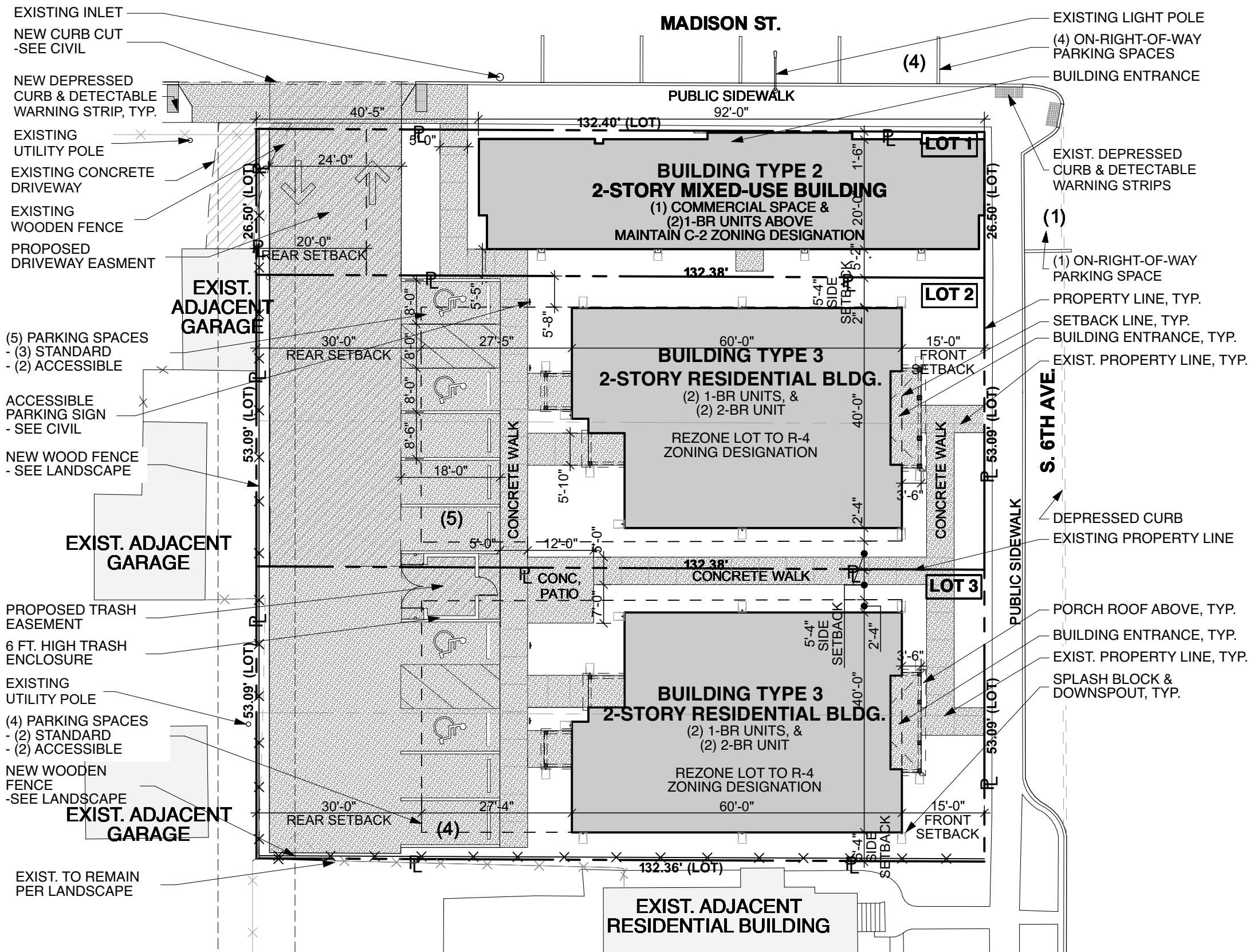
APPLICATION MUST BE FILED IN TRIPLICATE (one original and 2 copies) WITH ORIGINAL SIGNATURES

I hereby certify that the above statements and all accompanying statements and drawings are true and correct to the best of my knowledge. I hereby consent to the entry in or upon the premises described in this application by any authorized official of the Village of Maywood for the purpose of securing information, posting, maintaining and removing such notices as may be required by law.

Shelly D. DeSanto
Applicant Signature

9/1/2021
Date

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



A SITE PLAN - 1002 S. 6TH AVE
SCALE: 1" = 20'

PROPOSED PARCEL COMBINATION

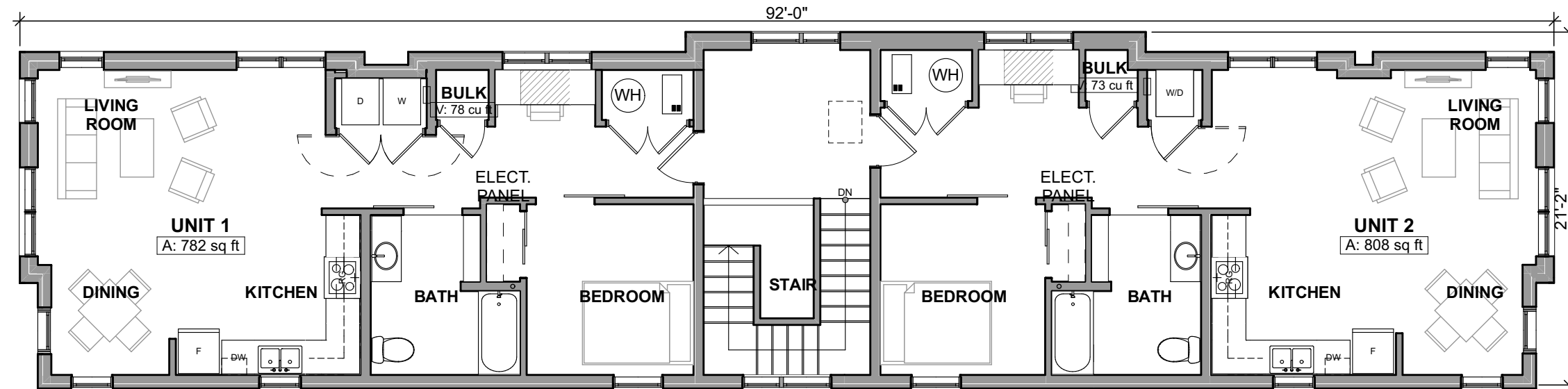
LOT 1:	
PIN NO:	15-14-102-009 (EST. SIZE 26.50'x132.00')
LOT 2:	2 PARCELS TO BE COMBINED
PIN NO:	15-14-102-010 (EST. SIZE 26.50'x132.00')
PIN NO:	15-14-102-011 (EST. SIZE 26.50'x132.00')
LOT 3:	2 PARCELS TO BE COMBINED
PIN NO:	15-14-102-012 (EST. SIZE 26.50'x132.00')
PIN NO:	15-14-102-013 (EST. SIZE 26.50'x132.00')

SITE & ZONING DATA - MAYWOOD, IL

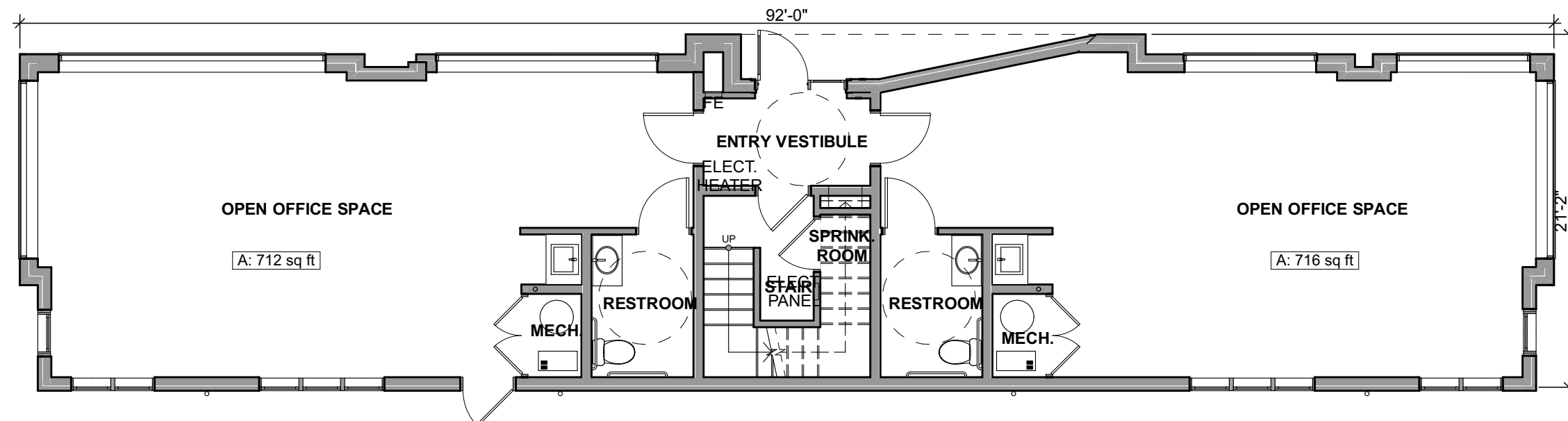
LOCATION	1002 S. 6TH AVE - LOT 1	
ZONING DISTRICT	C-2 (PED.-ORIENTED COMM.)	
SITE AREA	0.08 ACRES (3,499 S.F.)	
DESCRIPTION	PERMITTED/REQUIRED	ACTUAL
BUILDING HEIGHT:	40'-0"	24'-1"
NO. OF STORIES:	3	2
NO. OF RESIDENTIAL UNITS:	3	2
NO. OF PARKING SPACES:	2*	5
NO. OF ACCESS. PARKING SPACES:	0	0
MAX. BUILDING COVERAGE:	N/A	N/A
LOCATION	1002 S. 6TH AVE - LOT 2	
ZONING DISTRICT	R-4 (MULTI-FAMILY RES.)	
SITE AREA	0.16 ACRES (7,023 S.F.)	
DESCRIPTION	PERMITTED/REQUIRED	ACTUAL
BUILDING HEIGHT:	45'-0"	22'-6"
NO. OF STORIES:	4	2
NO. OF RESIDENTIAL UNITS:	6	4
NO. OF PARKING SPACES:	4	5
NO. OF ACCESS. PARKING SPACES:	2	2
MAX. BUILDING COVERAGE:	60%	31%
LOCATION	1002 S. 6TH AVE - LOT 3	
ZONING DISTRICT	R-4 (MULTI-FAMILY RES.)	
SITE AREA	0.16 ACRES (7,027 S.F.)	
DESCRIPTION	PERMITTED/REQUIRED	ACTUAL
BUILDING HEIGHT:	45'-0"	22'-6"
NO. OF STORIES:	4	2
NO. OF RESIDENTIAL UNITS:	6	4
NO. OF PARKING SPACES:	4	4
NO. OF ACCESS. PARKING SPACES:	2	2
MAX. BUILDING COVERAGE:	60%	31%

*PER 13.12.B.2, PARKING FOR NON RESIDENTIAL USE IS EXEMPT FROM PROVISIONS IN TABLE 13-1.

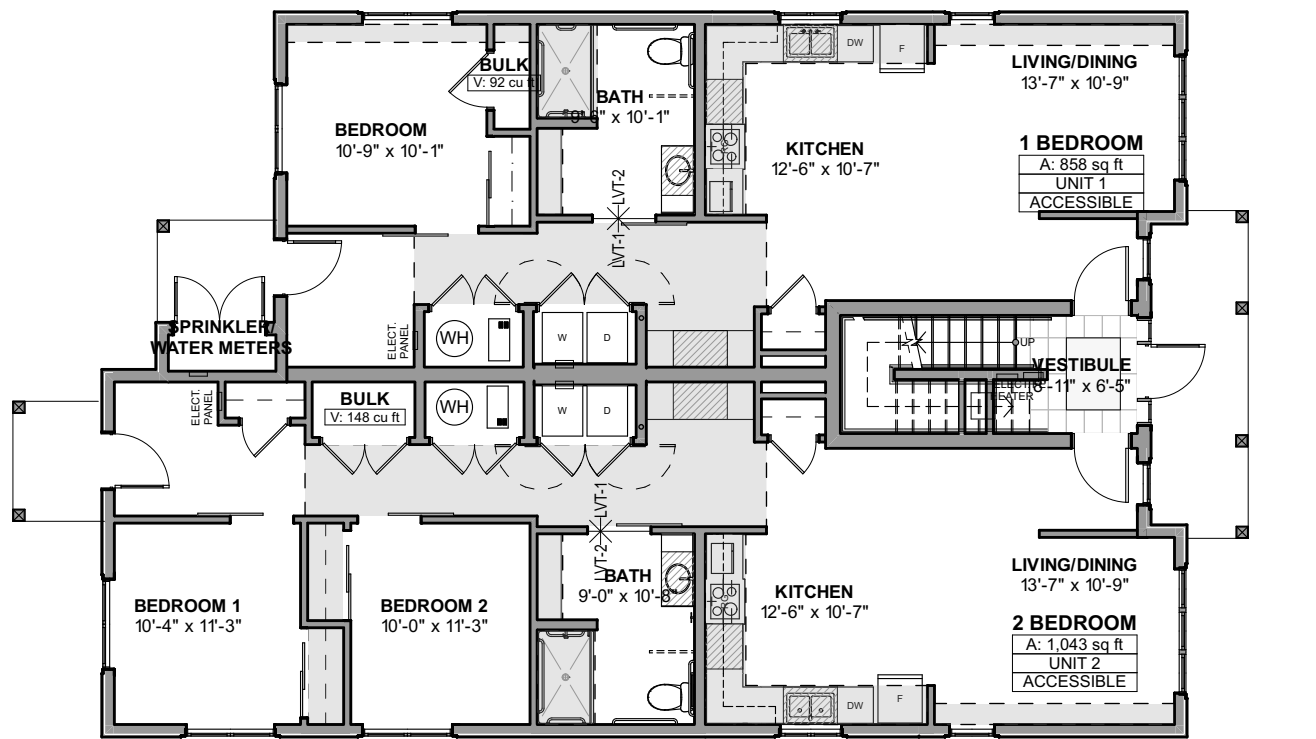
A1.1



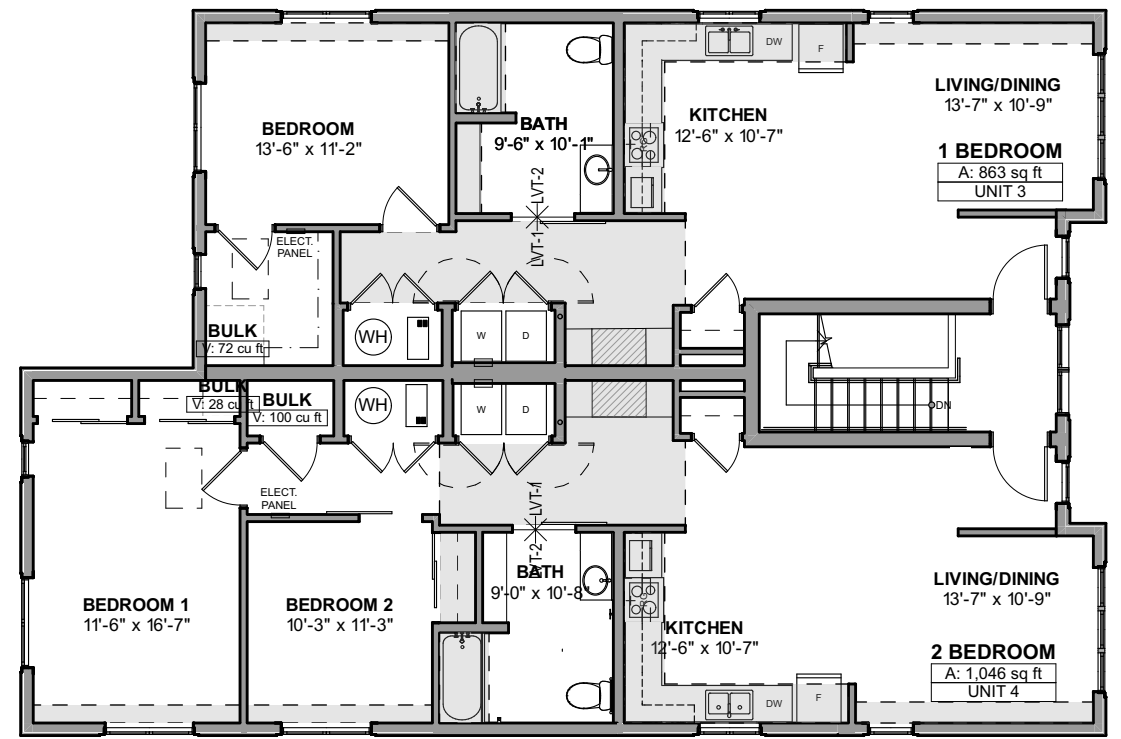
A 2ND FLOOR PLAN - BUILDING TYPE 2
 SCALE: 1/8" = 1'-0"
 0 4' 8' 16'



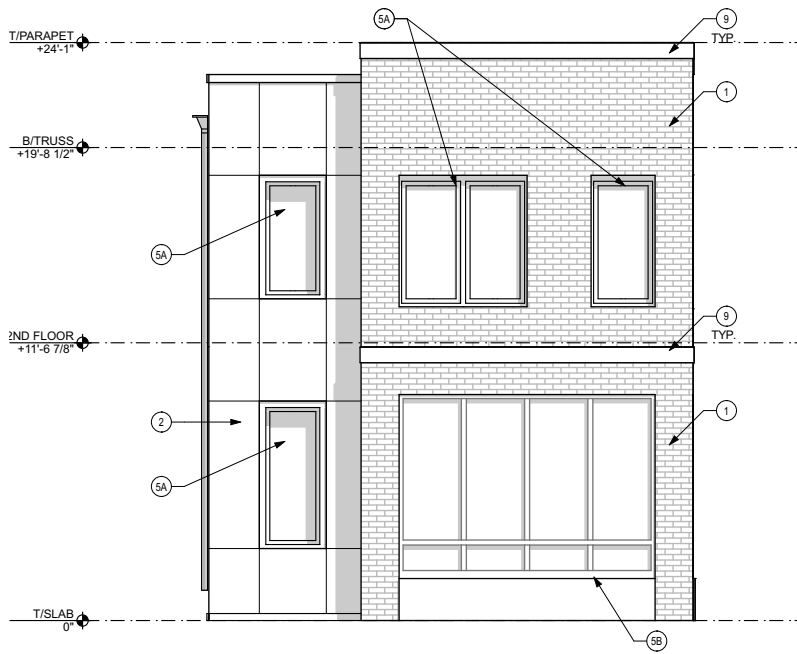
B 1ST FLOOR PLAN - BUILDING TYPE 2
 SCALE: 1/8" = 1'-0"
 0 4' 8' 16'



A 1ST FLOOR PLAN - BUILDING TYPE 3
SCALE: 3/32" = 1'-0"
0 8' 16' 24'

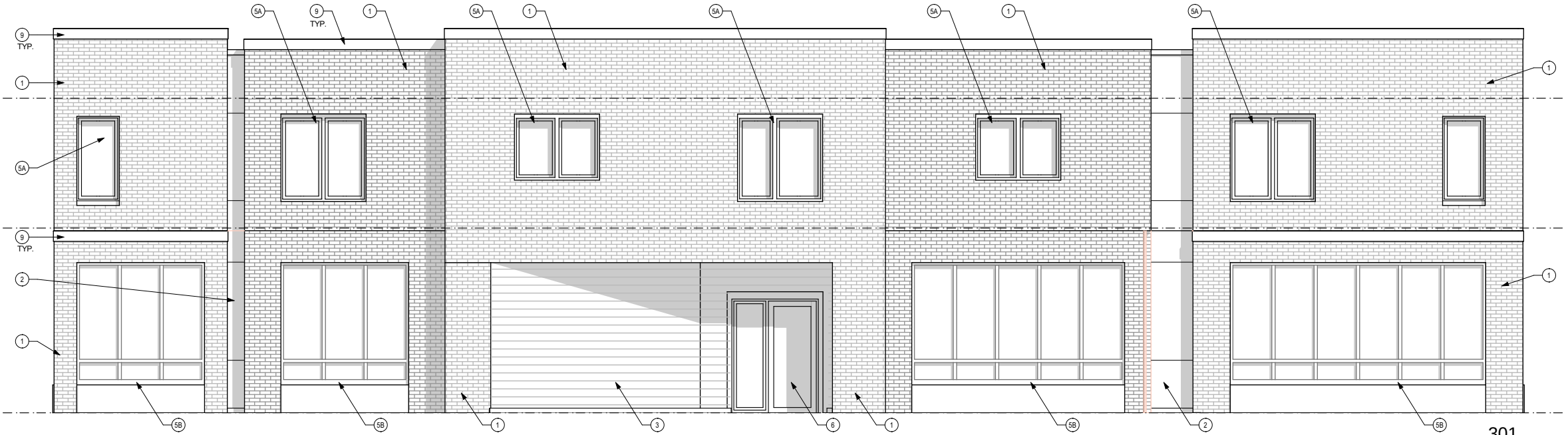


B 2ND FLOOR PLAN - BUILDING TYPE 3
SCALE: 3/32" = 1'-0"
0 8' 16' 24'



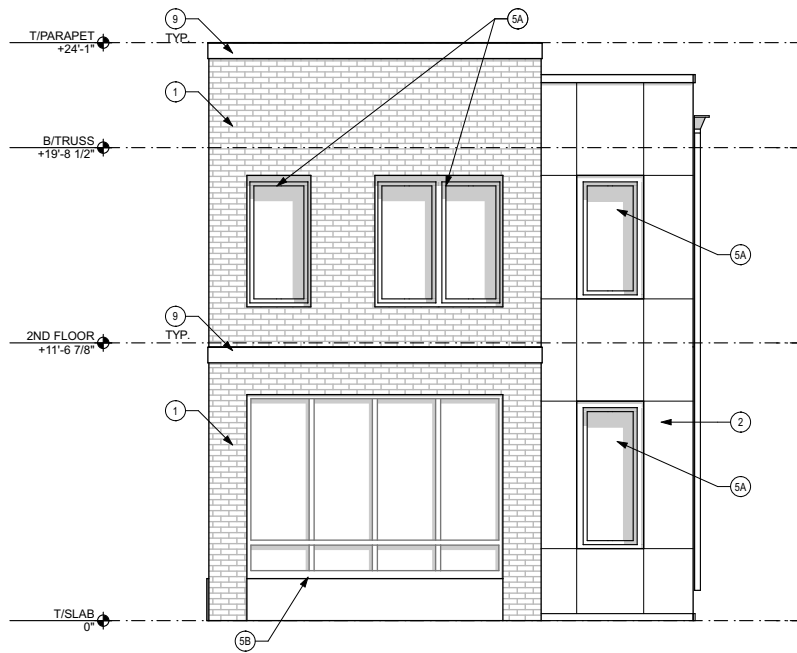
1 BUILDING TYPE 2 -
FRONT ELEVATION

SCALE: 1/8" = 1'-0"



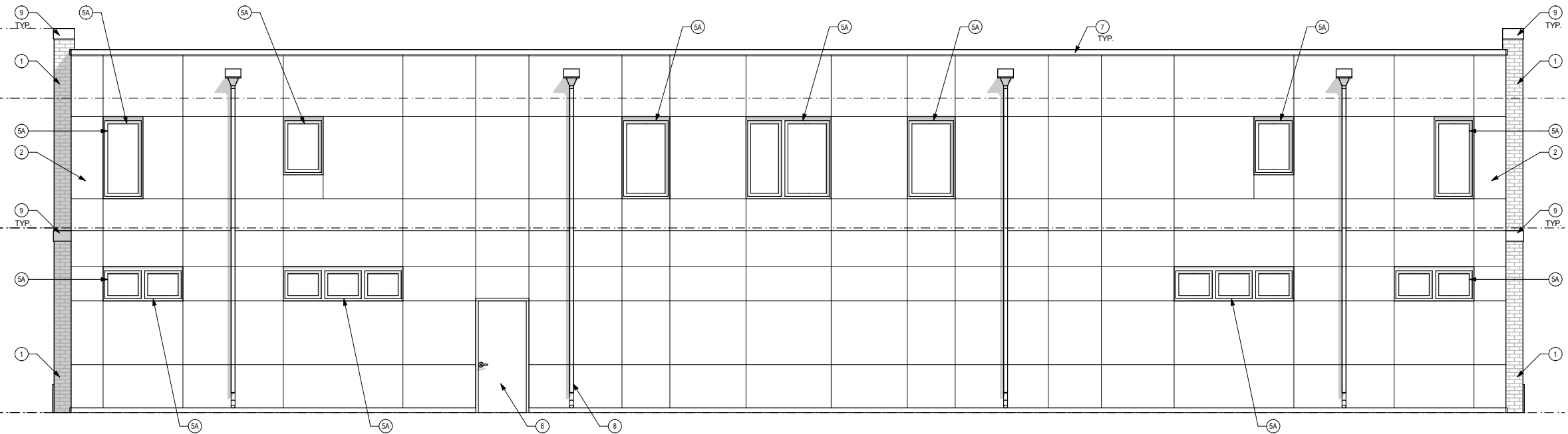
3 BUILDING TYPE 2 -
SIDE ELEVATION

SCALE: 1/8" = 1'-0"



2 BUILDING TYPE 2 -
REAR ELEVATION

SCALE: 1/8" = 1'-0"



4 BUILDING TYPE 2 -
SIDE ELEVATION

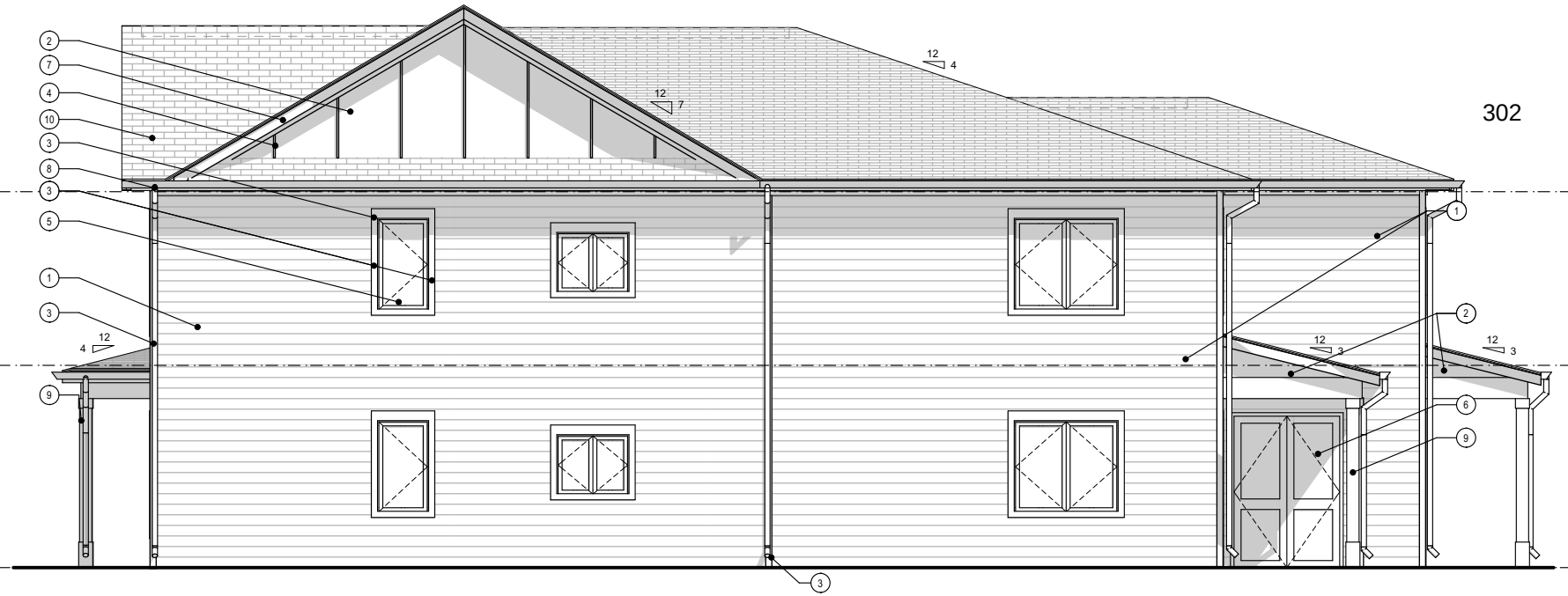
SCALE: 1/8" = 1'-0"

ELEVATION MATERIAL KEY

- | | |
|--|--|
| 1 - STANDARD SIZE FACE BRICK
- 2 1/4"(H) X 3 5/8"(D) X 7 5/8"(L)
- MANUF., COLOR & TEXTURE BY ARCHITECT | 5B - ALUMINUM STOREFRONT WINDOW |
| 2 - FIBER CEMENT PANEL SIDING - COLOR #1
- JAMES HARDIE "HARDIEPANEL" - SMOOTH FINISH | 6 - PRE-FINISHED DOOR |
| 3 - FIBER CEMENT SIDING - NICHHA | 7 - PRE-FINISHED ALUMINUM PARAPET COPING |
| 4 - EASY TRIM ALUMINUM TRIM
- COLOR MATCH TO HARDIE PANEL COLOR | 8 - PRE-FINISHED ALUMINUM SCUPPER AND 4" CORrugATED RECTANGULAR DOWNSPOUT |
| 5A - PRE-FINISHED WINDOW UNIT | 9 - 7 5/8"(H) CAST STONE TRIM/HEAD - SMOOTH FINISH, COLOR BY ARCH. |



A BUILDING TYPE 3 -
FRONT ELEVATION
SCALE: 1/8" = 1'-0"



B BUILDING TYPE 3 -
SIDE ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION MATERIAL KEY	
1 - FIBER CEMENT LAP SIDING - JAMES HARDIE "HARDIEPLANK" CEDAR MILL FINISH, 4" EXPOSURE	6 - PRE-FINISHED DOOR
2 - FIBER CEMENT PANEL SIDING - COLOR #1 - JAMES HARDIE "HARDIEPANEL" - SMOOTH FINISH	7 - PRE-FINISHED ALUMINUM FASCIA AND SOFFIT
3 - FIBER CEMENT TRIM BOARD - JAMES HARDIE 5/4 "HARDIETRIM" NT3 BOARDS, SMOOTH FINISH	8 - PRE-FINISHED ALUMINUM GUTTER AND 4" CORRUGATED RECTANGULAR DOWNSPOUT
4 - EASY TRIM ALUMINUM TRIM - COLOR MATCH TO HARDIE PANEL COLOR	9 - FIBER CEMENT WRAPPED COLUMN AND TRIM
5 - PRE-FINISHED WINDOW UNIT	10 - ASPHALT SHINGLE ROOFING



A BUILDING TYPE 3 -
REAR ELEVATION

SCALE: 1/8" = 1'-0"



B BUILDING TYPE 3 -
SIDE ELEVATION

SCALE: 1/8" = 1'-0"

ELEVATION MATERIAL KEY

- | | |
|---|--|
| 1 - FIBER CEMENT LAP SIDING - JAMES HARDIE "HARDIEPLANK" CEDAR MILL FINISH, 4" EXPOSURE | 6 - PRE-FINISHED DOOR |
| 2 - FIBER CEMENT PANEL SIDING - COLOR #1 - JAMES HARDIE "HARDIEPANEL" - SMOOTH FINISH | 7 - PRE-FINISHED ALUMINUM FASCIA AND SOFFIT |
| 3 - FIBER CEMENT TRIM BOARD - JAMES HARDIE 5/4 "HARDIETRIM" NT3 BOARDS, SMOOTH FINISH | 8 - PRE-FINISHED ALUMINUM GUTTER AND 4" CORRUGATED RECTANGULAR DOWNSPOUT |
| 4 - EASY TRIM ALUMINUM TRIM - COLOR MATCH TO HARDIE PANEL COLOR | 9 - FIBER CEMENT WRAPPED COLUMN AND TRIM |
| 5 - PRE-FINISHED WINDOW UNIT | 10 - ASPHALT SHINGLE ROOFING |

A3.3



1002 S. 6TH AVE - VIEW FROM CORNER

A4.1

ACCESS HEALTH & HOUSING

Various Locations
Maywood, Illinois 60153
9/21/21



305

1002 6TH AVE - VIEW FROM STREET

A4.2

ACCESS HEALTH & HOUSING

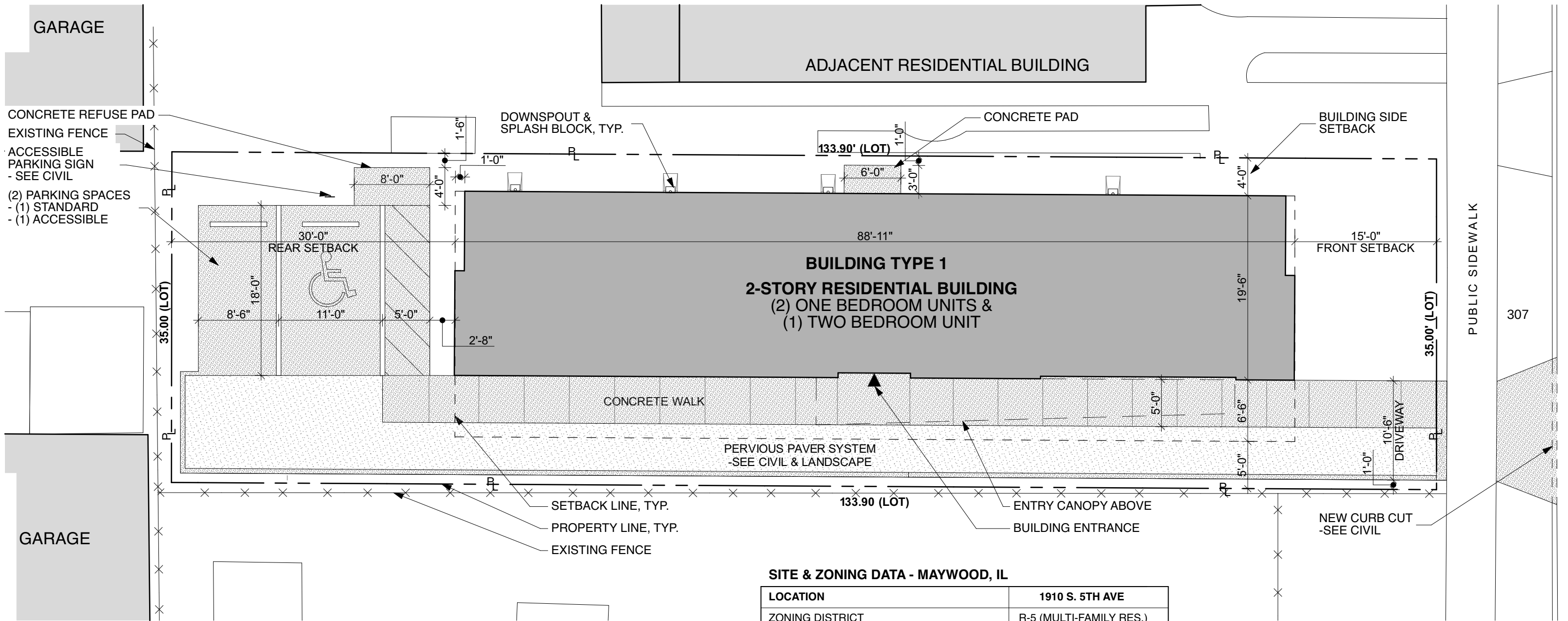
Various Locations
Maywood, Illinois 60153
9/21/21



1002 6TH AVE - PARKING VIEW

A4.3

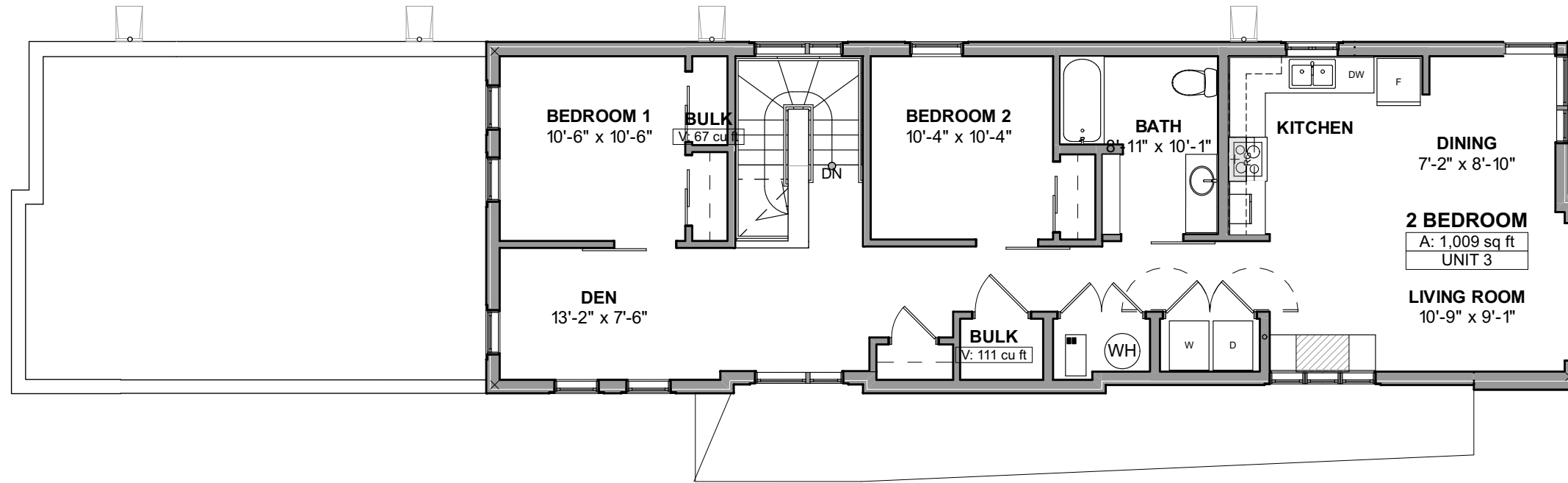
ACCESS HEALTH & HOUSING



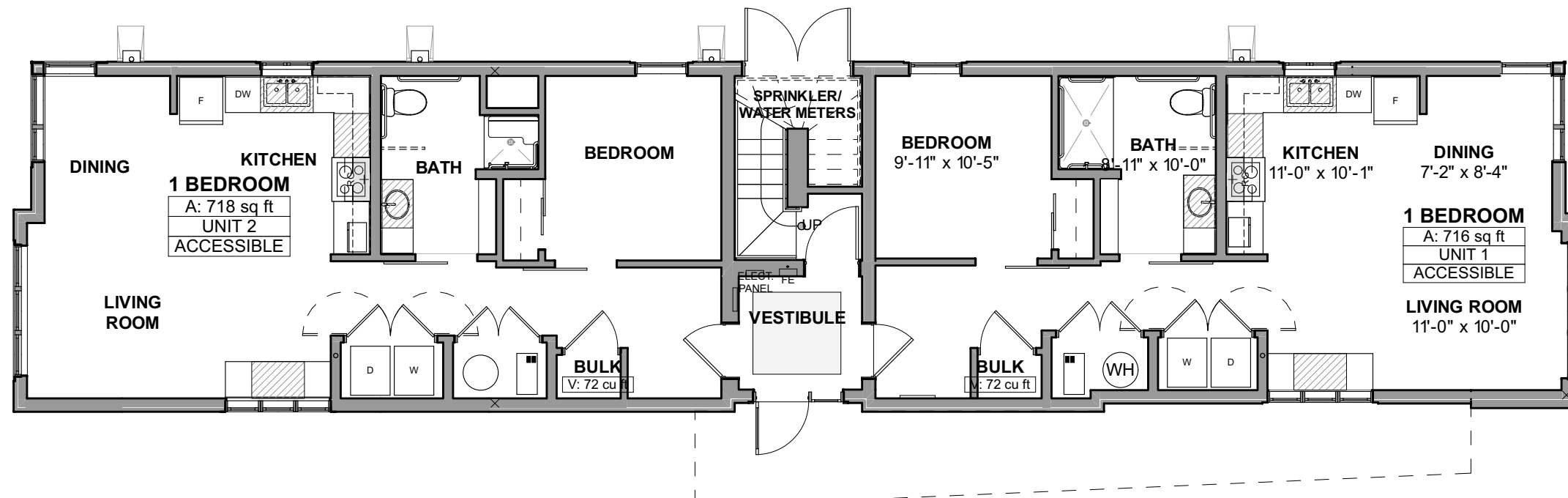
A SITE PLAN - 1910 S 5TH AVE
SCALE: 1" = 10'

SITE & ZONING DATA - MAYWOOD, IL

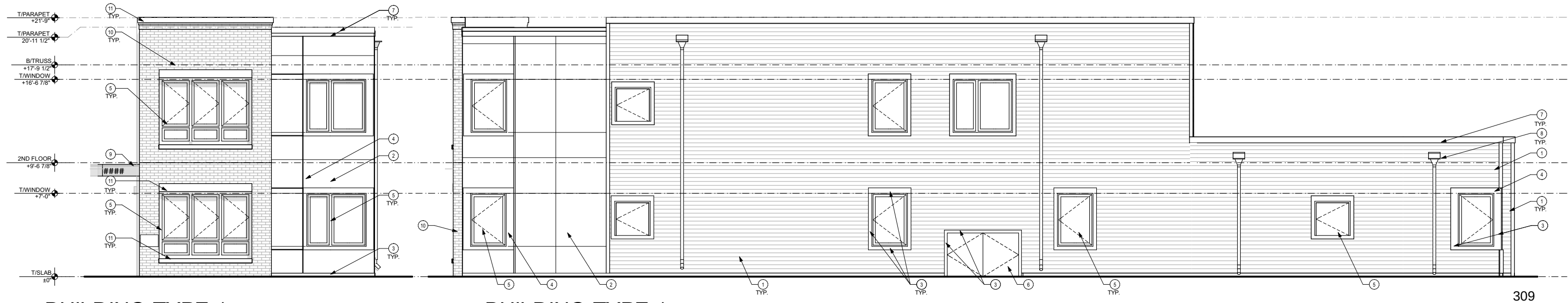
LOCATION	1910 S. 5TH AVE	
ZONING DISTRICT	R-5 (MULTI-FAMILY RES.)	
SITE AREA	0.11 ACRES (4,688 S.F.)	
DESCRIPTION	PERMITTED/ REQUIRED	ACTUAL
BUILDING HEIGHT:	65'-0"	21'-10"
NO. OF STORIES:	6	2
NO. OF RESIDENTIAL UNITS:	3+	3
NO. OF PARKING SPACES:	3	2
NO. OF ACCESSIBLE PARKING SPACES:	1	1
MAX. BUILDING COVERAGE:	65%	37%
MAX. IMPERVIOUS SURFACE COVERAGE:	70%	61%



A 2ND FLOOR PLAN - BUILDING TYPE 1
SCALE: 1/8" = 1'-0"

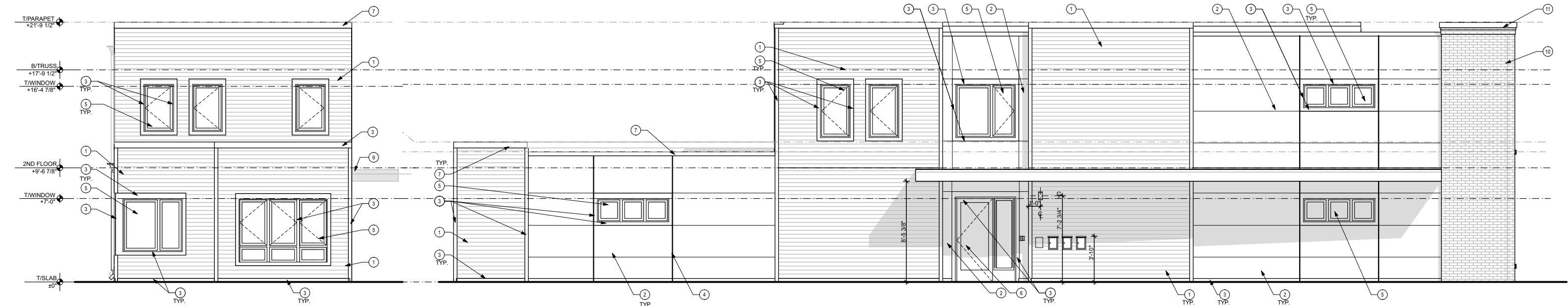


B 1ST FLOOR PLAN - BUILDING TYPE 1
SCALE: 1/8" = 1'-0"



A BUILDING TYPE 1 -
FRONT ELEVATION
SCALE: 1/8" = 1'-0"

D BUILDING TYPE 1 -
SIDE ELEVATION
SCALE: 1/8" = 1'-0"



B BUILDING TYPE 1 -
REAR ELEVATION
SCALE: 1/8" = 1'-0"

C BUILDING TYPE 1 -
SIDE ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION MATERIAL KEY	
1 - FIBER CEMENT LAP SIDING - JAMES HARDIE "HARDIEPLANK" CEDAR MILL FINISH, 4" EXPOSURE	6 - PRE-FINISHED DOOR
2 - FIBER CEMENT PANEL SIDING - COLOR #1 - JAMES HARDIE "HARDIEPANEL" - SMOOTH FINISH	7 - PRE-FINISHED ALUMINUM PARAPET COPING
3 - FIBER CEMENT TRIM BOARD - JAMES HARDIE 5/4 "HARDIETRIM" NT3 BOARDS, SMOOTH FINISH	8 - PRE-FINISHED ALUMINUM SCUPPER AND 4" CORRUGATED RECTANGULAR DOWNSPOUT
4 - EASY TRIM ALUMINUM TRIM - COLOR MATCH TO HARDIE PANEL COLOR	9 - ROOF CANOPY W/ ALUMINUM FASCIA
5 - PRE-FINISHED WINDOW UNIT	10 - STANDARD SIZE FACE BRICK
	11 - CAST STONE TRIM

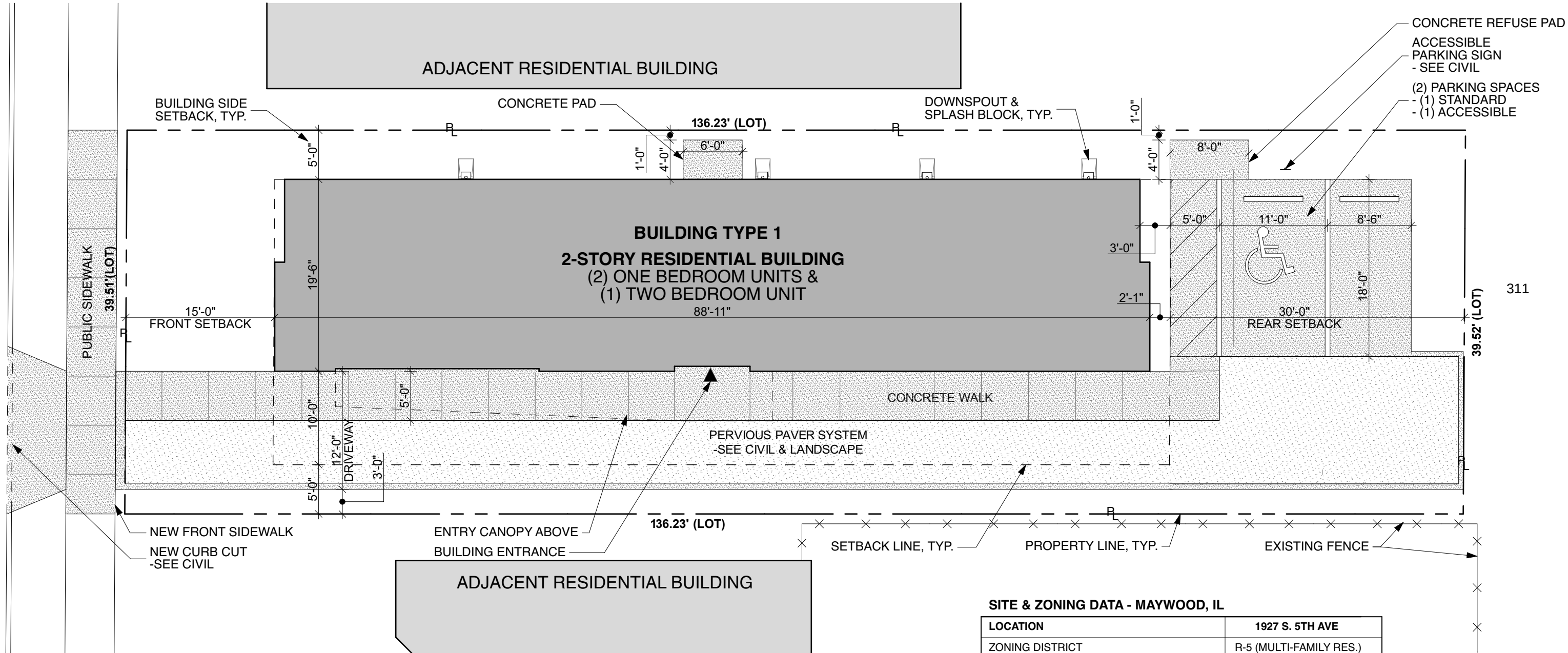
A3.1



1927 S. 5TH AVE - STREET VIEW (BUILDING TYPE 1) (1910 S. 5TH AVE SIMILAR)

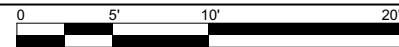
A4.1

S. 5TH AVE



A SITE PLAN - 1927 S 5TH AVE

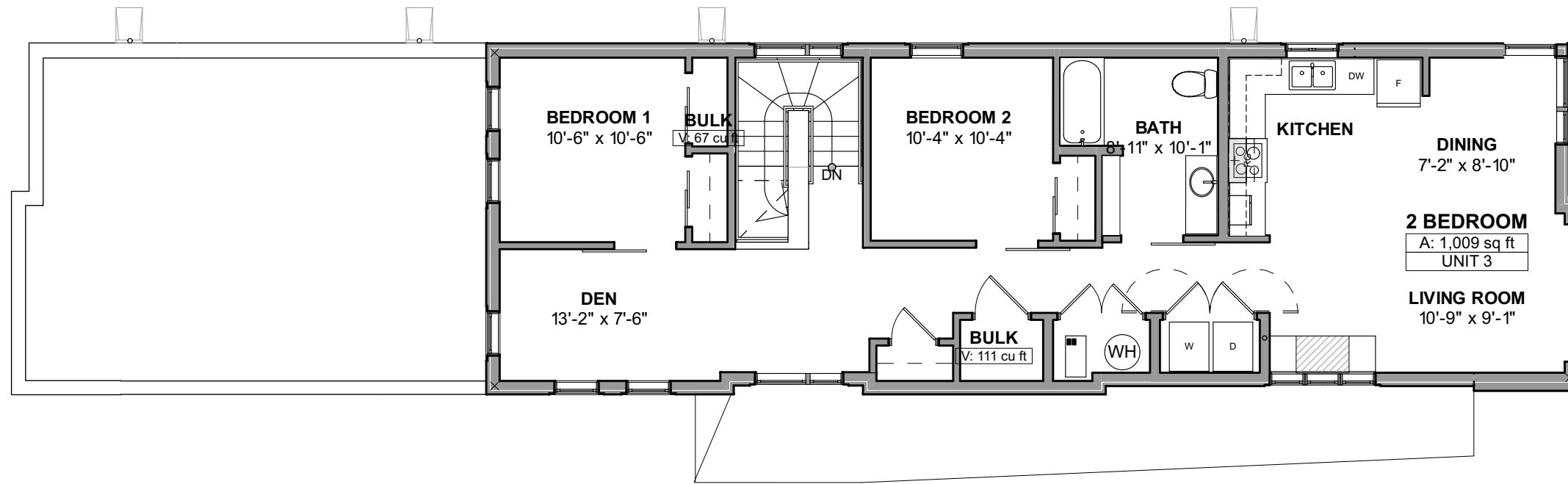
SCALE: 1" = 10'



SITE & ZONING DATA - MAYWOOD, IL

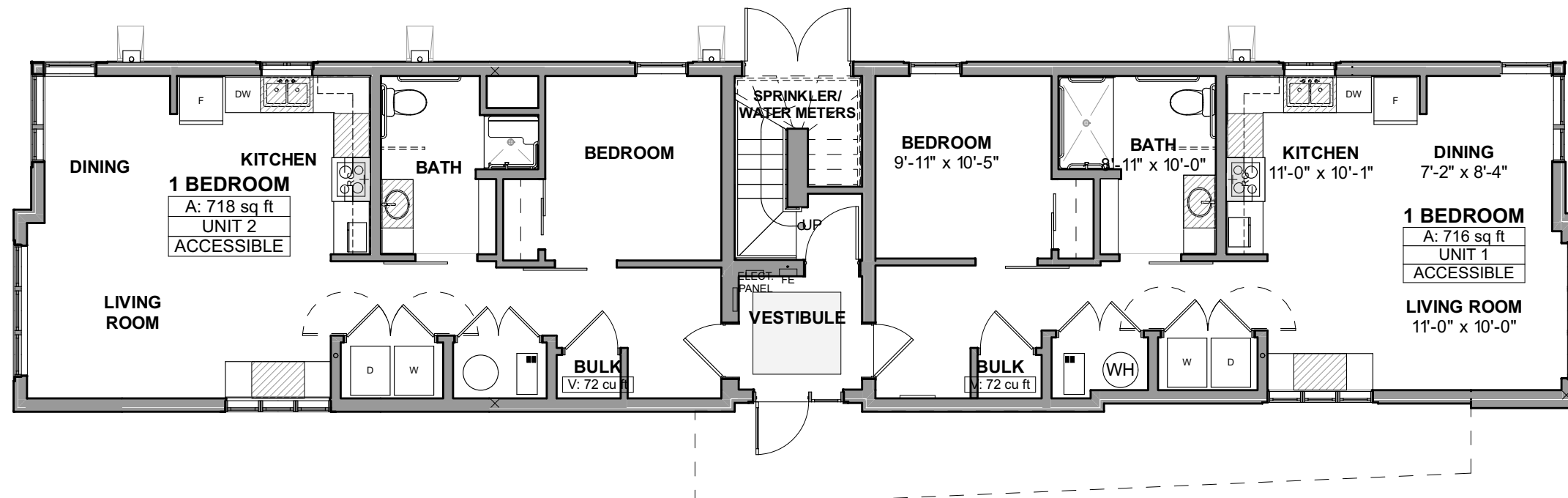
LOCATION	1927 S. 5TH AVE	
ZONING DISTRICT	R-5 (MULTI-FAMILY RES.)	
SITE AREA	0.13 ACRES (5,383 S.F.)	
DESCRIPTION	PERMITTED/REQUIRED	ACTUAL
BUILDING HEIGHT:	65'-0"	21'-10"
NO. OF STORIES:	6	2
NO. OF RESIDENTIAL UNITS:	3+	3
NO. OF PARKING SPACES:	3	2
NO. OF ACCESSIBLE PARKING SPACES:	1	1
MAX. BUILDING COVERAGE:	65%	32%
MAX. IMPERVIOUS SURFACE COVERAGE:	70%	53%

A1.2



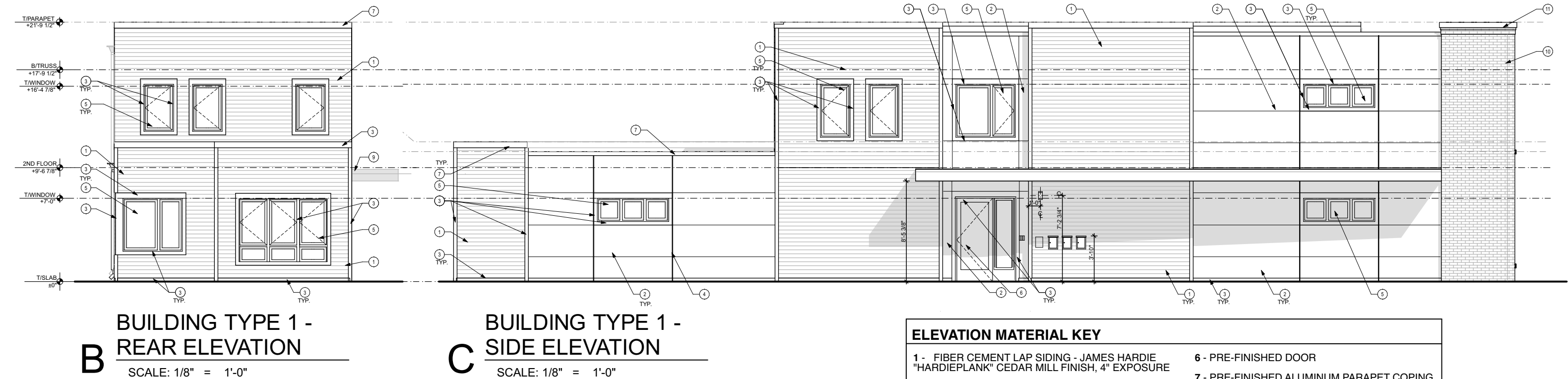
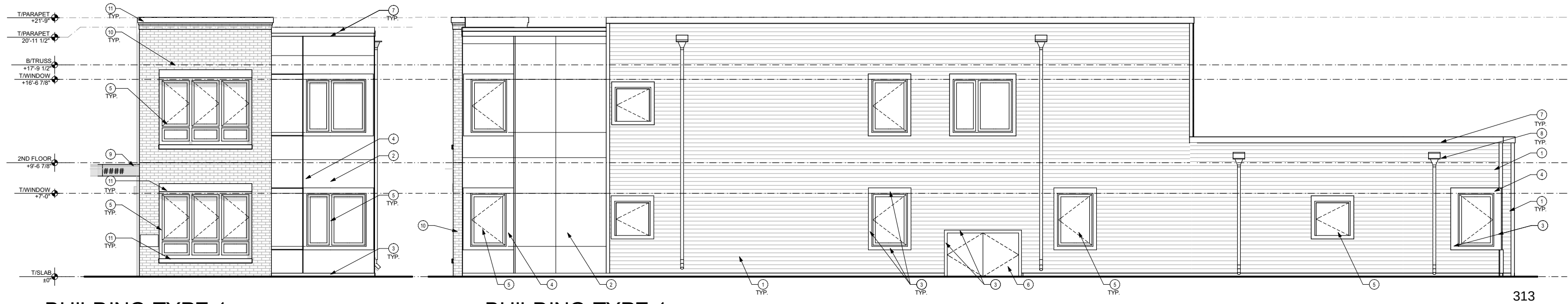
312

A 2ND FLOOR PLAN - BUILDING TYPE 1
SCALE: 1/8" = 1'-0"



B 1ST FLOOR PLAN - BUILDING TYPE 1
SCALE: 1/8" = 1'-0"

A2.1



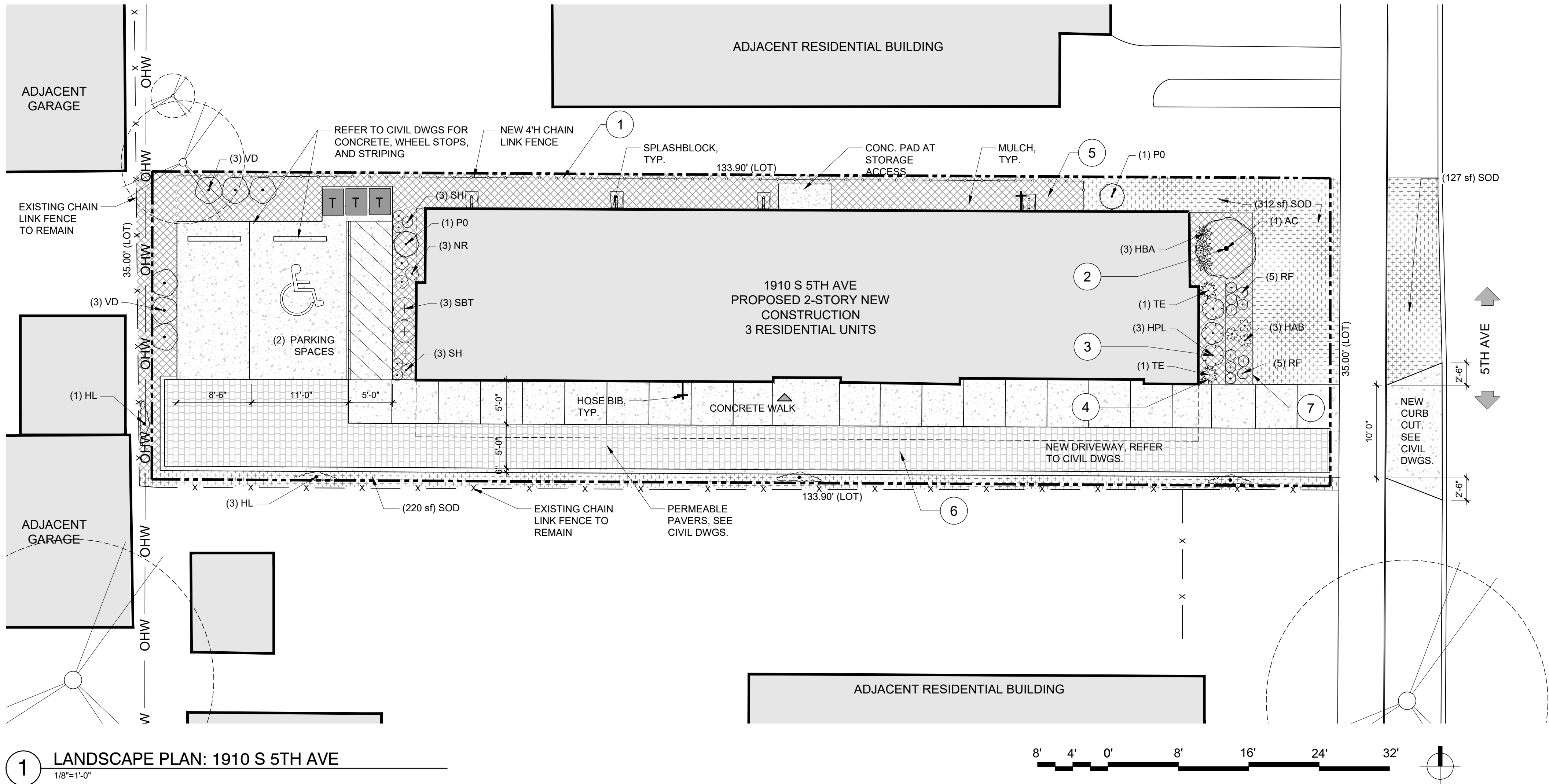
ELEVATION MATERIAL KEY	
1 - FIBER CEMENT LAP SIDING - JAMES HARDIE "HARDIEPLANK" CEDAR MILL FINISH, 4" EXPOSURE	6 - PRE-FINISHED DOOR
2 - FIBER CEMENT PANEL SIDING - COLOR #1 - JAMES HARDIE "HARDIEPANEL" - SMOOTH FINISH	7 - PRE-FINISHED ALUMINUM PARAPET COPING
3 - FIBER CEMENT TRIM BOARD - JAMES HARDIE 5/4 "HARDIETRIM" NT3 BOARDS, SMOOTH FINISH	8 - PRE-FINISHED ALUMINUM SCUPPER AND 4" CORRUGATED RECTANGULAR DOWNSPOUT
4 - EASY TRIM ALUMINUM TRIM - COLOR MATCH TO HARDIE PANEL COLOR	9 - ROOF CANOPY W/ ALUMINUM FASCIA
5 - PRE-FINISHED WINDOW UNIT	10 - STANDARD SIZE FACE BRICK
	11 - CAST STONE TRIM

A3.1

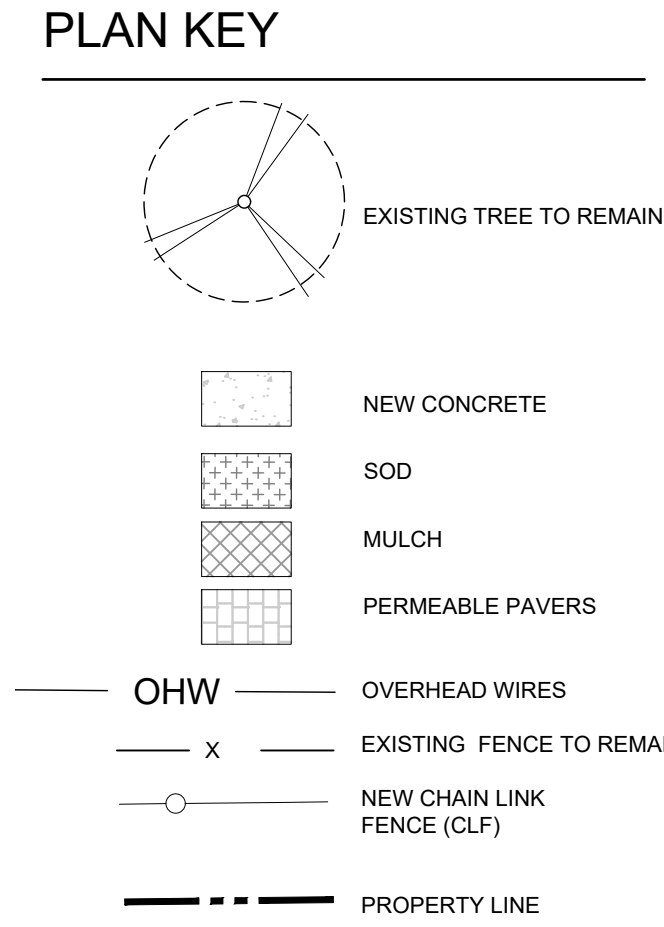


1927 S. 5TH AVE - STREET VIEW (BUILDING TYPE 1)

A4.1



PLANT SCHEDULE 1910 S 5TH AVE					
ORNAMENTAL TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE CONTAINER
	AC	1	Amelanchier canadensis	Canadian Serviceberry	8' Ht. B&B
DECIDUOUS & EVERGREEN SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE CONTAINER
	HPL	3	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	3 gal. B&B OR CONTAINER
	P0	2	Physocarpus opulifolius 'Donna May'™	Little Devil Ninebark	5 gal. B&B OR CONTAINER
	SBT	3	Spiraea betulifolia 'Tor'	Birchleaf Spirea	3 gal. B&B OR CONTAINER
	TE	2	Taxus x media 'Everlow'	Everlow Yew	18" Ht. B&B
	VD	6	Viburnum dentatum 'Blue Muffin'	Southern Arrowwood	5 gal. B&B OR CONTAINER
PERENNIALS - PLANT AS SHOWN	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE CONTAINER
	HAB	3	Heuchera villosa 'Autumn Bride'	Autumn Bride Coral Bells	1 gal. Pot
	HBA	3	Hosta x 'Blue Angel'	Blue Angel Plantain Lily	1 gal. Pot
	NR	3	Nepeta racemosa 'Blue Wonder'	Blue Wonder Catmint	1 gal. Pot
	RF	10	Rudbeckia fulgida	Coneflower	1 gal. Pot
	SH	6	Sporobolus heterolepis	Prairie Dropseed	1 gal. Pot
VINES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE CONTAINER
	HL	4	Humulus lupulus	Hops	1 gal. Pot
SOD	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE CONTAINER
	SOD	791 sf	Poa pratensis	Kentucky Bluegrass Mix	sod Transplant



REFERENCE NOTES SCHEDULE 1910 S 5TH AVE			
SYMBOL	DESCRIPTION	QTY	DETAIL
1	NEW CHAIN LINK FENCE	106 lf	1/3.0
2	TYP. ORN. TREE PLANTING - SEE PLANT SCHEDULE FOR QTYS.		4/3.0
3	TYP. SHRUB PLANTING - SEE PLANT SCHEDULE FOR QTYS.		5/3.0
4	TYP. PERENNIAL PLANTING - SEE PLANT SCHEDULE FOR QTYS.		6/3.0
SYMBOL	DESCRIPTION	QTY	DETAIL
5	PLANTED OR MULCH AREA	590 sf	
6	PERMEABLE PAVING	767 sf	3/3.0
7	TYP. CULTIVATED BED EDGE	50 lf	7/3.0

MAYWOOD LANDSCAPE DIVERSITY REQUIREMENTS

MAYWOOD LANDSCAPE ORDINANCE PLANT LIST DIVERSITY REQUIREMENTS / TABLE 14-1			
Total # of plants per plant type	Max. of any species	Min. of any species	Min. # of species
1-4	100%	n/a	1
5-10	60%	40%	2
11-15	45%	20%	3
16-75	40%	10%	5
76-	25%	5%	8

EACH PLANT CATEGORY MEETS THE DIVERSITY STANDARDS
REQUIRED BY THE LANDSCAPE ORDINANCE.

PLAN NOTES

- SEE L1.0 FOR GENERAL AND PLANTING NOTES.

ACCESS HEALTH & HOUSING

1910 & 1927 S. 5th Ave.
Maywood, Illinois 60153

WORN JERABEK WILTSE
ARCHITECTS, P.C.

401 West Superior St., Suite 400
Chicago, IL 60654
PH: 312.642.5587 FAX: 312.642.4189 www.wjwarchitecture.com

CONSULTANT INFORMATION:



FIELDWORK DESIGN GROUP
1770 W. Berens Ave | Suite 100A | Chicago, IL 60613
773-588-1419 office | 773-255-8828 cell
megan@fieldworkdesigngroup.com

GENERAL NOTES:

NO.	ISSUED FOR:	DATE
1	100% DESIGN DEVELOPMENT	11/20/20
2	BID/PERMIT/HDA REVIEW	12/16/20

NOT FOR CONSTRUCTION

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STAMP

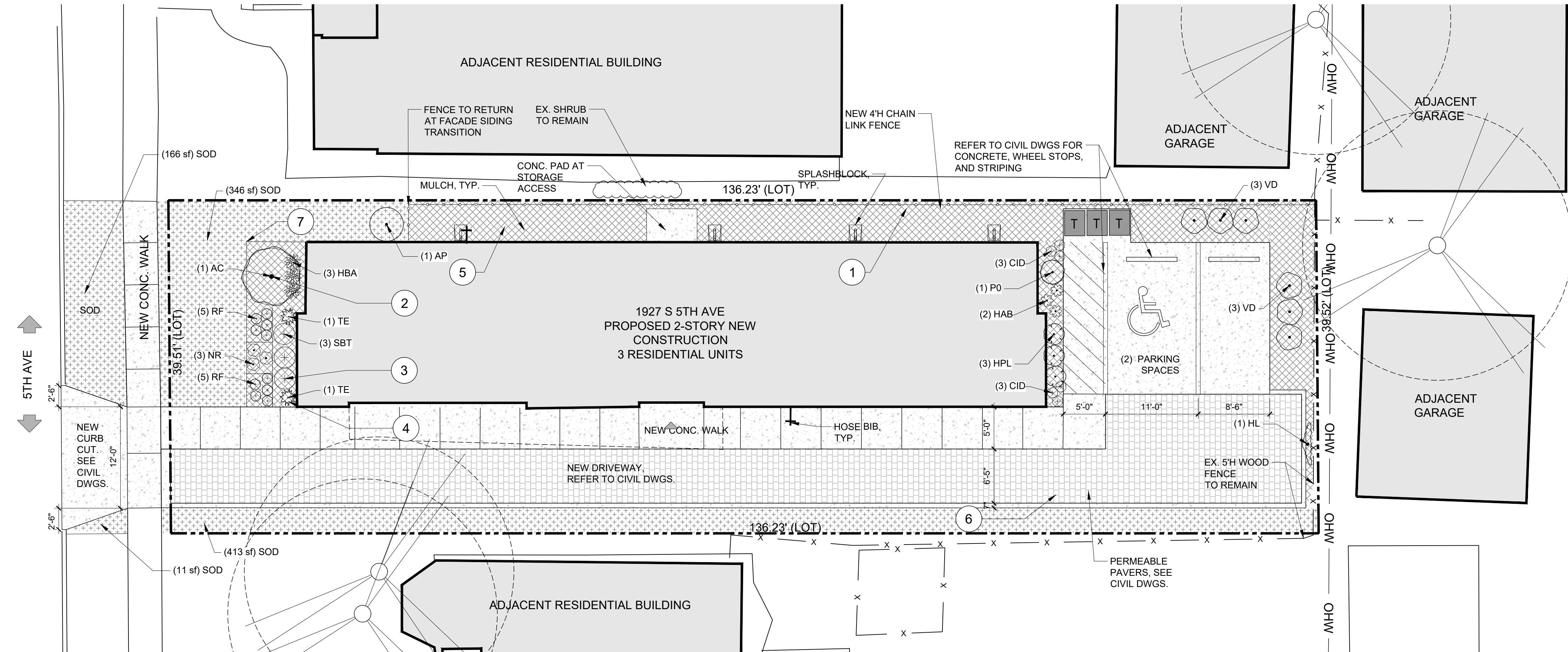


EXPIRATION DATE: 11.30.2022

SHEET NAME:

LANDSCAPE PLAN 1910 S. 5TH AVE.

PROJECT NUMBER:	SHEET NUMBER:
19856	L2.1
DR. BY: RP	
CK. BY: MW	

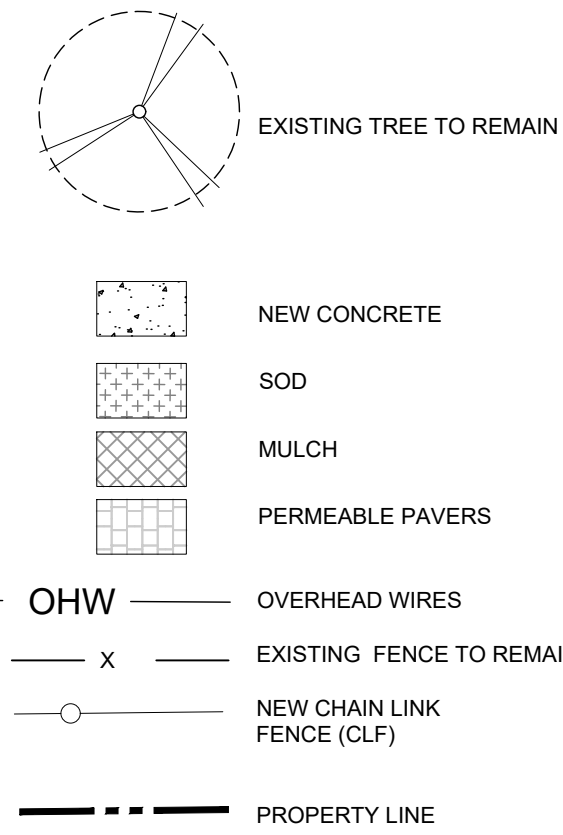


1 LANDSCAPE PLAN: 1927 S 5TH AVE
1/8"=1'-0"

PLANT SCHEDULE 1927 S 5TH

ORNAMENTAL TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	AC	1	Amelanchier canadensis	Canadian Serviceberry	8' Ht.	B&B
DECIDUOUS & EVERGREEN SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	AP	1	Aesculus parviflora	Bottlebrush Buckeye	30" Ht.	B&B OR CONTAINER
	HPL	3	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	3 gal.	B&B OR CONTAINER
	P0	1	Physocarpus opulifolius 'Donna May' TM	Little Devil Ninebark	5 gal.	B&B OR CONTAINER
	SBT	3	Spiraea betulifolia 'Tor'	Birchleaf Spirea	3 gal.	B&B OR CONTAINER
	TE	2	Taxus x media 'Everlow'	Everlow Yew	18" Ht.	B&B
	VD	6	Viburnum dentatum 'Blue Muffin'	Southern Arrowwood	5 gal.	B&B OR CONTAINER
PERENNIALS - PLANT AS SHOWN	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	CID	6	Carex morrowii 'Ice Dance'	Ice Dance Japanese Sedge	1 gal.	Pot
	HAB	3	Heuchera villosa 'Autumn Bride'	Autumn Bride Coral Bells	1 gal.	Pot
	HBA	3	Hosta x 'Blue Angel'	Blue Angel Plantain Lily	1 gal.	Pot
	NR	3	Nepeta racemosa 'Blue Wonder'	Blue Wonder Catmint	1 gal.	Pot
	RF	10	Rudbeckia fulgida	Coneflower	1 gal.	Pot
VINES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	HL	1	Humulus lupulus	Hops	1 gal.	Pot
SOD	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	SOD	936 sf	Poa pratensis	Kentucky Bluegrass Mix	sod	Transplant

PLAN KEY



REFERENCE NOTES SCHEDULE 1927 S 5TH

SYMBOL	DESCRIPTION	QTY	DETAIL
1	NEW CHAIN LINK FENCE	112 lf	1/L3.0
2	TYP. ORN. TREE PLANTING - SEE PLANT SCHEDULE FOR QTYS.		4/L3.0
3	TYP. SHRUB PLANTING - SEE PLANT SCHEDULE FOR QTYS.		5/L3.0
4	TYP. PERENNIAL PLANTING - SEE PLANT SCHEDULE FOR QTYS.		6/L3.0
SYMBOL	DESCRIPTION	QTY	DETAIL
5	PLANTED OR MULCH AREA	624 sf	
6	PERMEABLE PAVING	1,017 sf	3/L3.0
7	TYP. CULTIVATED BED EDGE	52 lf	7/L3.0

MAYWOOD LANDSCAPE DIVERSITY REQUIREMENTS

MAYWOOD LANDSCAPE ORDINANCE PLANT LIST			
DIVERSITY REQUIREMENTS / TABLE 14-1			
Total # of plants per plant type	Max. of any species	Min. of any species	Min. # of species
1-4	100%	n/a	1
5-10	60%	40%	2
11-15	45%	20%	3
16-75	40%	10%	5
76-	25%	5%	8

EACH PLANT CATEGORY MEETS THE DIVERSITY STANDARDS REQUIRED BY THE LANDSCAPE ORDINANCE.

PLAN NOTES

- SEE L1.0 FOR GENERAL AND PLANTING NOTES.

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CONSULTANT INFORMATION:



FIELDWORK DESIGN GROUP
1770 W. Benson Ave. | Suite 100A | Chicago, IL 60613
773-588-1419 office | 773-255-8828 cell
megan@fieldworkdesigngroup.com

GENERAL NOTES:

NO.	ISSUED FOR:	DATE
1	100% DESIGN DEVELOPMENT	11/20/20
2	BID/PERMIT/HDA REVIEW	12/16/20

NOT FOR
CONSTRUCTION

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STAMP

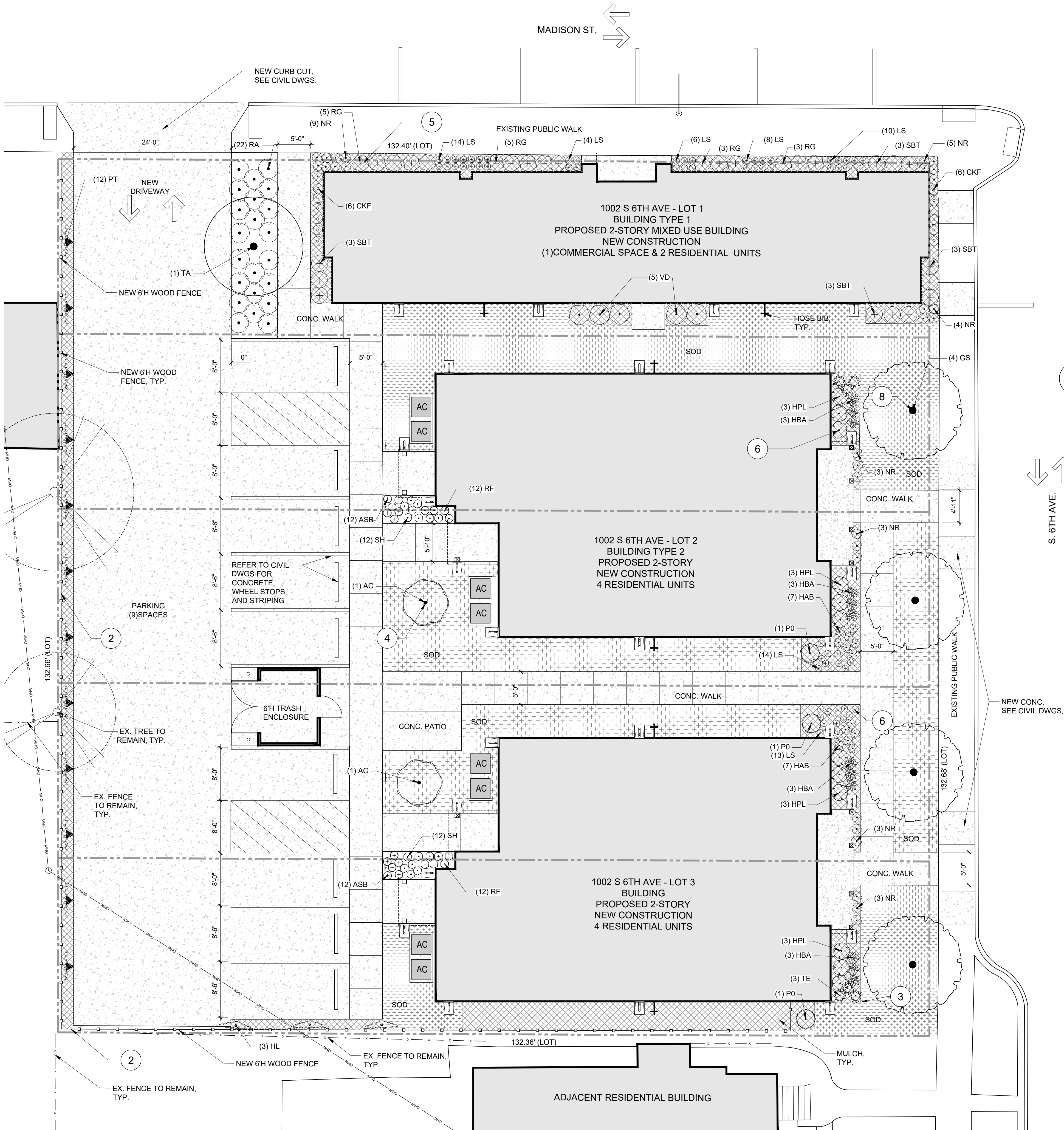


EXPIRATION DATE: 11.30.2022

SHEET NAME:

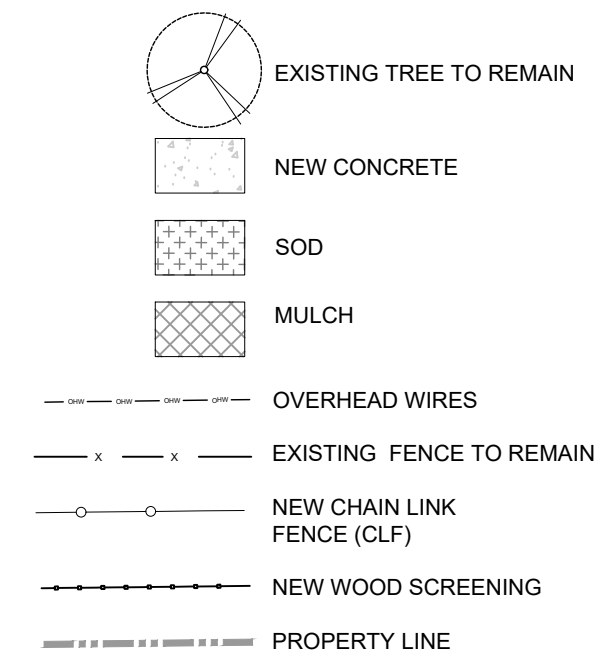
LANDSCAPE PLAN
1927 S. 5TH AVE.

PROJECT NUMBER: 19856	SHEET NUMBER: L2.2
DR. BY: RP	
CK. BY: MW	



1 LANDSCAPE PLAN: 1002 S. 6TH AVE.
1/8"=1'-0"

PLAN KEY



PLAN NOTES

1. SEE L1.0 FOR GENERAL AND PLANTING NOTES.

MAYWOOD LANDSCAPE DIVERSITY REQUIREMENTS

MAYWOOD LANDSCAPE ORDINANCE PLANT LIST			
DIVERSITY REQUIREMENTS / TABLE 14-1			
Total # of plants per plant type	Max. of any species	Min. of any species	Min. # of species
1-4	100%	n/a	1
5-10	60%	40%	2
11-15	45%	20%	3
16-75	40%	10%	5
76+	25%	5%	8

EACH PLANT CATEGORY MEETS THE DIVERSITY STANDARDS REQUIRED BY THE LANDSCAPE ORDINANCE.

PLANT SCHEDULE 1002 S. 6TH AVE

DECIDUOUS TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	GS	4	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Locust	2.5" Cal.	B&B
	TA	1	Tilia americana x euchlora 'Redmond'	Redmond Linden	3" Cal.	B&B
ORNAMENTAL TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	AC	2	Amelanchier canadensis	Canadian Serviceberry	8' Ht.	B&B
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	HPL	12	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	3 gal.	B&B OR CONTAINER
	P0	3	Physocarpus opulifolius 'Donna May' TM	Little Devil Ninebark	5 gal.	B&B OR CONTAINER
	RA	22	Rhus aromatica 'Gro-Low'	Gro-Low Sumac	3 gal.	B&B OR CONTAINER
	RG	16	Ribes alpinum 'Green Mound'	Dwarf Alpine Currant	3 gal.	B&B OR CONTAINER
	SBT	12	Spiraea betulifolia 'Tor'	Birchleaf Spirea	3 gal.	B&B OR CONTAINER
	TE	6	Taxus x media 'Everlow'	Everlow Yew	18" Ht.	B&B
	VD	5	Viburnum dentatum 'Blue Muffin'	Southern Arrowwood	5 gal.	B&B OR CONTAINER
PERENNIALS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	ASB	24	Allium x 'Summer Beauty'	Summer Beauty Allium	1 gal.	Pot
	CKF	12	Calamagrostis x acutiflora 'Stricta'	Feather Reed Grass	1 gal.	
	HAB	14	Heuchera villosa 'Autumn Bride'	Autumn Bride Coral Bells	1 gal.	Pot
	HBA	12	Hosta x 'Blue Angel'	Blue Angel Plantain Lily	1 gal.	Pot
	LS	69	Liriope spicata	Creeping Lily Turf	1 gal.	Pot
	NR	30	Nepeta racemosa 'Blue Wonder'	Blue Wonder Catmint	1 gal.	Pot
	RF	24	Rudbeckia fulgida	Coneflower	1 gal.	Pot
	SH	24	Sporobolus heterolepis	Prairie Dropseed	1 gal.	Pot
VINES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	HL	3	Humulus lupulus	Hops	1 gal.	Pot
	PT	12	Parthenocissus tricuspidata	Japanese Creeper	3 gal.	
SOD	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	SOD	2,797 sf	Poa pratensis	Kentucky Bluegrass Mix	sod	Transplant

REFERENCE NOTES SCHEDULE 1002 S. 6TH AVE

SYMBOL	DESCRIPTION	QTY	DETAIL
	TYP. 6'H WOOD FENCING	247 lf	2/L3.0
	TYP. CULTIVATED BED EDGE	102 lf	9/L3.0
	ORN. TREE PLANTING - SEE PLANT SCHEDULE FOR QTYS		6/L3.0
	TYP. SHRUB PLANTING - SEE PLANT SCHEDULE FOR QTYS.		7/L3.0
	TYP. PERENNIAL PLANTING - SEE PLANT SCHEDULE FOR QTYS.		8/L3.0
	TYP. SHADE TREE - SEE PLANT SCHEDULE FOR QTYS		5/L3.0
SYMBOL	DESCRIPTION	QTY	DETAIL
	PLANTED OR MULCHED AREA	1,172 sf	

ACCESS
HEALTH &
HOUSING

1010 S. 8th Ave. & 1002 S. 6th Ave.
Maywood, Illinois 60153

**WORN JERABEK WILTSE
ARCHITECTS, P.C.**

401 West Superior St., Suite 400
Chicago, IL 60654
PH: 312.642.5587 FAX: 312.642.4189 www.wjwarchitecture.com

CONSULTANT INFORMATION:



FIELDWORK DESIGN GROUP
1770 W. Berens Ave | Suite 100A | Chicago, IL 60613
773-588-1419 office | 773-255-4828 cell
megan@fieldworkdesigngroup.com

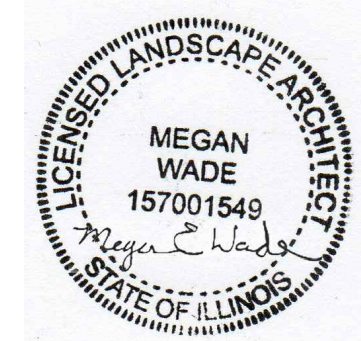
GENERAL NOTES:

NO.	ISSUED FOR:	DATE
1	100% DESIGN DEVELOPMENT	11/20/20
2	BID/PERMIT/HDA REVIEW	12/16/20

NOT FOR
CONSTRUCTION

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STAMP



EXPIRATION DATE: 11.30.2022

SHEET NAME:

LANDSCAPE PLAN
1002 S. 6TH AVE.

PROJECT NUMBER:	SHEET NUMBER:
19856	
DR. BY: RP	L2.2
CK. BY: MW	

Village of Maywood
Fiscal Accountability and Government Transparency
Agenda: Regular Committee Meeting Minutes
Monday, September 20, 2021, 5:30pm
COUNCIL CHAMBERS
125 SOUTH 5TH Avenue
Maywood, IL 60153

1. Call to Order at 5:33pm
2. Roll Call
 - a. Present: Chair Miguel Jones, Co-Chair Isiah Brandon, and Director Lanya Satchel
 - b. Village Manager Mrs. Wells-Armstrong and Clerk Williams were also in attendance.
3. Pledge of Allegiance
4. Finance Director Report
 - a. Director Satchel discussed August 2021 preliminary revenue/expense amounts
 - b. Director Satchel will email FAGT committee reports as available and will address questions in FAGT meetings if needed. A consolidated presentation can be used in Village Board meetings
5. Committee Chair Report
 - a. Welcome to our new committee!
 - b. As of 9/20/2021, the committee will consist of three members: Chair Miguel Jones, Co-Chair Isiah Brandon, and Director Lanya Satchel. The FAGT committee is willing to add committee members or subcommittees as deemed necessary.
 - c. Trustee Brandon read new ordinance
6. Public Comment - No public comment
7. New Business Items
 - a. Standard meeting date for new fiscal accountability and government transparency committee
 - i. FAGT agreed to meet on the third Monday of each month
 - b. GFOA COA (Governmental Finance Officers Association – Certificate of Achievement) for Excellence in Financial Reporting debrief. (3 min)
 - i. Tabled GFOA COA discussion item to the next meeting
 - c. New accounting system progress update (5 min)
 - i. Director Satchel expressed status of the new accounting system. Covid restrictions impacted the effectiveness of previous training regarding the new system. Director Satchel believes in person training is a better alternative. Additional hours may be needed for more training to get more comfortable with the system's features and capabilities.
 - d. Baker Tilly Financial Audit Report internal control findings status update (5 min)
 - i. The committee agreed to review Baker Tilly's internal auditors report to level set on expectations on control findings.

- e. Maywood Fest 2021 Sponsorship Revenue/Expense Breakdown (10 min)
 - i. Director Satchel presented preliminary numbers. There are still outstanding revenues from the carnival and a few invoices still owed to the Maywood Park District. FAGT committee to follow up next month for update.
 - ii. The Village of Maywood offered village services for the Maywood Fest such as public works & police department services. Hours worked during the Maywood Fest will be compensated utilizing standard payroll process, to be assigned to applicable General Fund salary & overtime line item.
- f. Water Relief Fund follow-up. (5 min)
 - i. Fund has approximately \$1,100 available. Discussions around amending eligibility criteria for residents & future water relief contributions from grantors and private donors happened. We will follow up at our next FAGT meeting

8. Old Business: None

9. Adjournment at 6:34pm

**Minutes of the
Village of Maywood Board of Trustees
Ordinance and Policy Committee Meeting
Monday, September 27, 2021**

Call To Order

The Ordinance and Policy Committee meeting of September 27, 2021, was called to order by Trustee Shaubaun Reyes-Plummer, Chair, at 5:45 p.m. in the Council Chambers at 125 South 5th Avenue, Maywood, IL 60153.

Roll Call

Upon roll call, the following answered Present: Trustee Antonio Sanchez, Village Clerk Gwaine Dianne Williams, and Trustee Reyes-Plummer.

Pledge of Allegiance

All stood to recite the Pledge of Allegiance.

Committee Chair Report

None

Public Comments

None

New Business

- a. Discussion of Mobile Merchant Ordinance Amendment – discussion on issues to consider if Chapter 115: Peddlers, Solicitors, Itinerant Vendors and Canvassers is amended to include Mobile Merchants. The definition that may also include a new category for mobile merchant is Section 115:01 - Peddler. Recommend the Board of Trustees discuss the type of restrictions that would be placed; for example, locations the mobile merchant would be allowed to park and sell, time restrictions (during the day/evening), days of the week and number of sales per locations. Keeping in mind the established brick and mortar businesses incur cost of doing business at their location (rent/mortgage & taxes); the license fee for the mobile merchant would have to be commiserate somehow to be fair. The mobile merchant would be subject to all other requirements to secure the license should one be created.
- b. Discussion on Village of Maywood Street Parking throughout the community – Traffic Regulations (Chapter 71), Parking Schedules (Chapter 76 of Title 7-Traffic) was recently amended (CO2021-24) to address parking in the business district as well as overnight parking. This addressed the concerns specifically in the 800 Block of 4th, 5th and 6th Avenues. Other resident complaints noted in previous public meetings have been

nuisance parking in neighborhoods where the occupants do not live, the loudness of the car radio and apparent loitering of the occupants throughout the day and night. Village code appears to cover the issues; however, enforcement may be the solution. Recommend the Board of Trustees consider referring this issue to the Policing and Public Safety Committee for further discussion.

- c. Discussion on business and residential policies and ordinances voiced as a concern – concerns given to this Committee were same as noted in item b, no additional discussion.

Old Business

None

Adjournment

Moved by Trustee Sanchez, seconded by Trustee Reyes-Plummer to adjourn. Meeting adjourned by unanimous voice vote at 5:24 p.m.

Meeting Recorder,

Gwaine Dianne Williams
Maywood Village Clerk

ORDINANCE NO. CO-2021-24

**AN ORDINANCE AMENDING
CHAPTER 72 (STOPPING, STANDING AND PARKING) AND
CHAPTER 76 (PARKING SCHEDULES) OF TITLE VII (TRAFFIC CODE),
INCLUDING SCHEDULE IV (LIMITED PARKING), OF THE MAYWOOD VILLAGE CODE**

WHEREAS, the Village of Maywood (the “Village”) is a home rule unit pursuant to the provisions of Article VII, Section 6(a) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

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

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

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

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to make certain amendments to Chapter 71 (Traffic Regulations) and Chapter 76 (Parking Schedules) of Title 7 (Traffic) of the Maywood Village Code concerning the adoption, posting and enforcement of certain on-street parking regulations and restricted parking signs and the issuance of residential-only permits in and around the 800 Blocks of 4th Avenue, 5th Avenue and 6th Avenue for the 5th Avenue Business Corridor due to the impact of residents with vehicles residing at the Interfaith Mixed-Use Redevelopment Project and the limited amount of on-street parking for local businesses operating within the 5th Avenue Business Corridor (the “Code Amendments”) as follows:

- A. 2-Hour Parking / Customer Parking Only Signs on the North Side of Warren Street from the West Line of 4th Avenue to the East Line of the North-South Public Alley that is West of the West Line of 5th Avenue;
- B. 2-Hour Parking / Customer Parking Only Signs with Residential-Only Overnight Parking on the South Side of Warren Street from the West Line of 4th Avenue to the East Line of the North-South Public Alley that is West of the West Line of 5th Avenue;
- C. 2-Hour Parking / Customer Parking Only Signs with Residential-Only Overnight Parking on the North Side of School Street from the West Line of 5th Avenue to the East Line of the North-South Public Alley that is West of the West Line of 5th Avenue; and
- D. No Overnight Parking Signs (11:00 P.M. to 6:00 A.M.) on the East Side and West Side of 6th Avenue between the South Line of Warren Street and the North Line of School Street;

and

WHEREAS, as a home rule unit of local government, the Village may regulate property and property owners located within the corporate boundaries of the Village; and

WHEREAS, pursuant to its home rule authority granted under Article VII, Section 6 of the Illinois Constitution of 1970, and the authority granted under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/) and the Illinois Vehicle Code (625 ILCS 5/15), the Village President and Board of Trustees find that adopting the Code Amendments set forth below is in the best interests of the Village, the Village residents, business owners, property owners and the public.

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

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Schedule IV (Limited Parking Zones) of Chapter 72 (Stopping, Standing and Parking) of Title VII (Traffic Code) of the Maywood Village Code is amended as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

“SCHEDULE IV. LIMITED PARKING.

In accordance with § 72.26, the following are designated limited parking zones: ***

(I) Parking Restrictions for the 800 Blocks of 4th Avenue, 5th Avenue and 6th Avenue:

- A. 2-Hour Parking / Customer Parking Only Signs on the North Side of Warren Street from the West Line of 4th Avenue to the East Line of the North-South Public Alley that is West of the West Line of 5th Avenue;
- B. 2-Hour Parking / Customer Parking Only Signs with Residential-Only Overnight Parking on the South Side of Warren Street from the West Line of 4th Avenue to the East Line of the North-South Public Alley that is West of the West Line of 5th Avenue;
- C. 2-Hour Parking / Customer Parking Only Signs with Residential-Only Overnight Parking on the North Side of School Street from the West Line of 5th Avenue to the East Line of the North-South Public Alley that is West of the West Line of 5th Avenue; and
- D. No Overnight Parking Signs (11:00 P.M. to 6:00 A.M.) on the East Side and West Side of 6th Avenue between the South Line of Warren Street and the North Line of School Street.”

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

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

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

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

SECTION 7: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as required by law.

ADOPTED this 21st day of September, 2021, pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: None

APPROVED by me this 21st day of September, 2021 and attested by the Village Clerk that same day.


Nathaniel George Booker, Village President

ATTEST:


Gwaine Dianne Williams, Village Clerk



Published by me in pamphlet form this 22nd day of September, 2021.


Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. CO-2021-24

**AN ORDINANCE AMENDING
CHAPTER 72 (STOPPING, STANDING AND PARKING) AND
CHAPTER 76 (PARKING SCHEDULES) OF TITLE VII (TRAFFIC CODE),
INCLUDING SCHEDULE IV (LIMITED PARKING), OF THE MAYWOOD VILLAGE CODE**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 21st day of September, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 21st day of September, 2021.

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

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford,
A. Peppers and I. Brandon

NAYS: None

ABSENT: None

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 22nd day of September, 2021.

[SEAL]



Gwaine Dianne Williams
Gwaine Dianne Williams, Village Clerk



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

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

DD 312 984 6432
mtjurusik@ktjlaw.com

www.ktjlaw.com

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jursik
DATE: September 29, 2021
RE: Independent Contractor Agreement with WL Networking, LLC

Per the direction of Village Manager Chasity Wells-Armstrong, I have enclosed the following documents for consideration and action at an upcoming Committee of the Whole Meeting and Village Board Meeting:

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN WL NETWORKING, LLC AND THE VILLAGE OF MAYWOOD RELATIVE TO LIMITED INFORMATION TECHNOLOGY SERVICES, with a copy of the Agreement attached as Exhibit "1"

WL Networking, LLC, and its principal, Wade LeBeau, will be contracted to provide certain information technology services, including but not limited to: boxcast/live stream capabilities for chamber meetings, government access channel, enhanced website, and phone system support. The Scope of Services to be performed by the Consultant is listed at Exhibit "A" of the Agreement. There is no fixed duration or term for the Agreement as it can be terminated at any time (Section 6). At Section 3, the annual Fee for Services shall be earned and payable for actual completed services rendered on a prorated 365 day basis and shall be invoiced on a monthly basis (e.g., \$37,200.00 per year = \$3,100.00 per month; \$101.92 per day). The Agreement requires certain minimum coverage amount of general liability and property insurance, errors and omissions insurance, or professional liability insurance and employment practices liability insurance (Section 5).

If there are any questions, please feel free to contact me.

Michael

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
Chasity Wells-Armstrong, Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Roseann M. Bautista, Director of Human Resources (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

**AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WL NETWORKING, LLC AND THE VILLAGE OF MAYWOOD
RELATIVE TO LIMITED INFORMATION TECHNOLOGY SERVICES**

This **INDEPENDENT CONTRACTOR AGREEMENT** (the "Agreement") is made this ____ day of October, 2021, by and between the Village of Maywood (the "Village"), an Illinois municipal corporation, with its principal office at 40 Madison Street, Maywood, Illinois 60153, and WL Networking, LLC (the "Consultant"), for purposes of the Consultant providing certain information technology services to the Village in the role of information technology consultant. The Village and the Consultant are at times referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Village and the Consultant are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970 and Section 8-1-7(b) of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, and pursuant to the Village's statutory authority and powers, the Parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant to perform the following professional services, as identified below (the "Services"):

Consultant Name ("Consultant")	<u>WL Networking, LLC</u>
Address	<u>1136 N. Erickson Drive</u>
City, State, Zip	<u>Kankakee, Illinois 60901</u>
Phone	<u>312-961-1122</u>
Email	<u>support@wlnetworking.com</u>
Services/Position Description	<u>Information Technology Services</u>
Fee for Services	<u>\$37,200.00 per year (earned and payable for actual services completed on a prorated 365 day basis and invoices on a monthly basis)</u>
Term and Service Completion Date	<u>subject to termination per Section 6.C. below</u>

B. Representations of Consultant. The Consultant represents that he/she/it is financially solvent, has the necessary financial resources and adequate, competent support staff, and is sufficiently experienced and competent to perform and complete the Services that are set forth in the **Scope of Services** attached hereto as **Exhibit "A" ("Services")** in a manner consistent with the standards of professional practice, care and diligence practiced by professionals who perform services of a similar nature.

C. Independent Contractor. The Consultant is retained by the Village only for the purposes and

to the extent set forth in this Agreement, and the Consultant's relationship to the Village shall, during the term of this Agreement and period of its Services hereunder, be that of an independent contractor.

1. **Non-Exclusive Arrangement.** This Agreement creates a non-exclusive, independent contractor arrangement, and the Village, in its sole discretion, reserves the right to hire other individuals or firms to perform some or all of the Services, in support of or in lieu of the Contractor performing the Services.

2. **Scheduling and Performance of Services.** The Consultant, in its discretion, shall be free to set the schedule regarding the performance of the Services and shall be free to dispose of such portion of the Consultant's entire time, energy and skill during regular business hours when the Consultant is not obligated to devote time to performing his/her/its Services hereunder to the Village, in such manner as the Consultant sees fit and to such persons, firms or corporations as the Consultant deems advisable, provided such scheduling and performance of the Services results in the timely and efficient delivery of the Services without interruption of the Village's and its employees' ability to perform its/their functions and duties.

3. **Skill Level.** It is acknowledged that, at all times, the Consultant is separate and independent from the Village and that the Consultant will utilize a high level of skill necessary to perform the Services assigned to him/her/it under this Agreement.

4. **No Village Employee Status.** The Consultant shall not be considered as having an employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable federal, State, local and other taxes, income taxes or FICA taxes. The Consultant shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village. As an independent contractor, it is the responsibility of the Consultant to file all necessary tax returns (federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in his profession. As an independent contractor, the Consultant agrees that he/she/it is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Agreement is terminated or if he/she/it is injured performing any Services under this Agreement. The Consultant agrees to assume all risk of death, illness and injury relative to performing any Services under this Agreement. The Consultant is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Illinois Worker's Compensation Act (820 ILCS 305/1, *et seq.*).

5. **Equipment.** The Consultant shall provide all of his/her/its own equipment required for the performance of the Services under this Agreement.

6. **Other Work.** The Contractor shall retain the right to perform services for others during the term of this Agreement so long as these Services: (i) are not inconsistent or incompatible with the Contractor's obligations under this Agreement; or (ii) do not violate any provisions of this Agreement.

7. **Certifications and Licensure of Contractor.** The Contractor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise. Failure to notify

the Village Manager of a loss, suspension, expiration or official removal of certification or licensure or the lack of required training shall be grounds for the suspension or termination of this Agreement. Upon request, the Contractor shall submit accurate copies of all pertinent licensure or certifications to the Village Manager, or his/her designee.

8. **No Joint Venture; Partnership.** This Agreement shall not render the Contractor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose. The Contractor is and will remain an independent contractor in its relationship to the Village. The Contractor agrees to exercise the highest degree of professionalism and to utilize its/his/her expertise in providing the Services under this Agreement.

9. **Contractor's Own Insurance.** In accordance with the below provisions of this Agreement, the Contractor, at its own cost, shall obtain and maintain its own liability insurance (including professional liability insurance) relative to any Services that the Contractor and its employees perform under this Agreement. The Contractor's insurance certificates, policies and endorsements shall name the Village and the Village Affiliates (as defined below) as additional insureds for all liability insurance coverages.

10. **Sexual Harassment/Discrimination Policy.** The Contractor shall comply with Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

SECTION 2. SCOPE OF SERVICES.

A. **Services.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services as set forth in the **Scope of Services** attached hereto as **Exhibit "A"**.

B. **Commencement; Term; and Service Completion Date.** The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). **The Consultant shall diligently and continuously perform the Services until the completion of the Services or upon the termination of this Agreement, or, if applicable, any portion of the Services or Additional Services shall be completed on or before the "Services Completion Date" as mutually agreed to in writing by the Parties ("Term").** The Parties may mutually agree, in writing, to modify the Term or the Service Completion Date. The Consultant shall be responsible for completion of all work within the Term and by the Service Completion Date, notwithstanding any strike or other work stoppage by employees of either the Consultant or the Village.

C. **Reporting.** Upon request, the Consultant shall report to the Village Manager, or his/her designee, regarding the progress of the Services during the Term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Fee for Services.** The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount stated on Page 1 of this Agreement or such other amount agreed to mutually in writing by the Parties. No claim for additional compensation shall be valid unless made in accordance with Section 3.D. or Section 3.E. of this Agreement. Only the Village Manager, in his/her sole discretion, has the authority to approve additional hours of work beyond the maximum hours of work per week (i.e., additional compensation) under the terms of this Agreement. The annual Fee for Services shall be earned and payable for actual completed services rendered on a prorated 365 day basis and shall be invoiced on a monthly basis (e.g., \$37,200.00 per year = \$3,100.00 per month; \$101.92 per day).

B. **Invoices and Payment.** The Consultant shall submit monthly invoices in an approved Village format to the Village Manager for the actual fees earned and eligible reimbursable costs incurred by the

Consultant in performing the Services through the date of the invoice. The amount billed in each invoice shall be for completed Services (i.e., no prepayment for Services yet to be performed). The Village shall pay to the Consultant the amount billed within thirty (30) calendar days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted, type of work performed per classification and actual out-of-pocket costs incurred, shall submit such records in support of its invoices, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement.

D. Claim for Additional Fees for Services.

1. The Consultant shall provide written notice to the Village Manager of any claim for additional compensation for Additional Services (defined below), that are outside of the agreed-upon Services listed in **Exhibit "A"** and the agreed-upon monthly Fee for Services stated at Page 1 of this Agreement, that are requested by the Village within five (5) calendar days after the request for Additional Services by the Village.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1. of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation or as the authorization to perform the Additional Services; and (b) any changes in the Fee for Services shall be valid only upon written amendment pursuant to Section 6.J. of this Agreement.

3. Regardless of the decision of the Village Manager relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village Manager, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the Village or anyone associated with the Village, except upon the prior written consent of the Village Manager.

F. Taxes, Benefits and Royalties. Each payment by the Village to the Consultant includes all applicable federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Services, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use on, or the incorporation into, the Services of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Consultant.

SECTION 4. CONFIDENTIAL INFORMATION, NON-COMPETE AND NON-SOLICITATION.

A. Confidential Information. The term "Confidential Information" shall mean information in the possession of or under the control of the Village relating to the technical, business or corporate affairs of the Village; the names, addresses or other personal information of persons who are adults or minors and are also participants and registrants in programs or services offered by the Village; the Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. The Village's Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other

than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to, or be directly or indirectly exposed to, Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village Manager or his/her designee. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 4.B. shall survive the termination of this Agreement.

SECTION 5. INSURANCE AND INDEMNIFICATION.

A. Insurance – Village. The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits, for or on behalf of the Consultant relative to his/her/its performance of the Services under this Agreement.

B. Insurance – Consultant. The Consultant, at his/her/its own cost, shall provide all of his/her/its own insurance coverages as applicable to the Services being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits, for or on behalf of the Consultant relative to his/her/its performance of the Services under this Agreement. The insurance coverages shall be written on the comprehensive form and as an "occurrence" policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Consultant in writing, but in no case shall such dollar amount of coverages be less than:

- A. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- B. Umbrella Coverage – \$1,000,000
- C. Property Damage – \$500,000 per occurrence
- D. Errors and omissions insurance or professional liability: \$1,000,000
- E. Workers' Compensation – Statutory

[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion].

The Consultant shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Agreement, copies of which are incorporated herein and attached hereto as **Exhibit "B"** and made a part hereof. The Village shall have the right to approve the coverage and the

carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

The Consultant's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Agreement. Said insurance shall provide that the insurance provided by the Consultant shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Consultant's insurance. In the event of the cancellation of any insurance policy required herein, or upon the Consultants failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the Consultant shall be primary to the Village's own insurance. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 5.B. shall survive the termination of this Agreement.

C. Indemnification. To the fullest extent permitted by Illinois law, the Consultant shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Consultant's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Consultant or anyone or entity directly or indirectly employed by the Consultant for whose acts Consultant may be liable.

To the fullest extent permitted by Illinois law, the Village shall indemnify, defend and hold harmless the Consultant from all claims, demands, lawsuits, actions, costs (including litigation expenses and Consultant's attorneys' fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Village's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Village or anyone or entity directly or indirectly employed by the Village for whose acts the Village may be liable.

Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 5.C. shall survive the termination of this Agreement.

D. Waiver and Assumption of Liability. The Consultant assumes all liability for personal injuries or illness of any kind or death that might occur to himself/herself/itself while acting under this Agreement. The Consultant assumes all liability and responsibility for his\her\its personal property while performing any work or Services under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 5.D. shall survive the termination of this Agreement.

E. No Personal Liability. No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement. Notwithstanding any provision in this Agreement to the contrary, the operation of this Section 5.E. shall survive the termination of this Agreement.

SECTION 6. GENERAL PROVISIONS.

A. Conflict of Interest. The Consultant represents and certifies that, to the best of his/her/its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the Term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

B. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1, *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1, *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1, *et seq.* The Consultant represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at Village's option, be null and void.

C. Termination. Either Party may terminate this Agreement at any time for any reason upon written notice to the non-terminating Party. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to the date of the termination notice, provided that the Consultant is not in default under this Agreement.

D. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Services, and with all applicable statutes, ordinances, rules and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.* The Consultant shall also comply with all conditions of any federal, State or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105.

2. **Liability for Noncompliance.** The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's or any of its

subcontractors' performance of, or failure to perform, the Services or any part thereof.

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

E. Default. If it should appear at any time that the Consultant has failed or refused to perform, or has delayed in the performance of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within five (5) business days after the Consultant's receipt of written notice of such Event of Default from the Village Manager, or his/her designee, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

F. No Third-Party Agreements Without Village Approval. The Village shall not be liable to any vendor or third party for any agreements of any kind made by the Consultant without the knowledge and approval of the Village Manager.

G. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with direction and such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

H. News Releases. The Consultant shall not issue any news releases, advertisements or other public statements regarding the Services or this Agreement or use the Village's logos or trademarks or service marks without the prior written consent of the Village Manager.

I. Ownership. All documents of any kind, including any photos, reports, information, participant registration lists, team lists, participant consent forms, medical consent forms, and any other data or information, in any form, worked on in cooperation with anyone employed by, retained by or affiliated with the Village or its contractors or prepared, collected or received from the Village by the Consultant in connection with any or all of the Services performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. In consideration of payment of the Fee for Services, the Consultant releases all copyright, proprietary or intellectual property rights in such Documents that he/she/it produced or prepared and transfers all his/her/its ownership rights in such

Documents to the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village Manager.

J. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

K. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other Party.

L. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors and assigns.

M. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) personally; (2) by a reputable overnight courier; or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four (4) business days following deposit in the U.S. mail, via certified mail, return receipt requested, as evidenced by a return receipt. By notice complying with the requirements of this Section 6.M., each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Additionally, notices sent by any other means (i.e., facsimile, email, etc.) may be acceptable subject to written confirmation of both the transmission and receipt of the notice.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Chasity Wells-Armstrong, Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153
Phone: 708-450-6301
Email: cwells-armstrong@maywood-il.org

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address: **SEE CONTACT INFORMATION LISTED ON PAGE ONE ABOVE.**

N. Provisions Severable. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

O. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

P. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Venue for any litigation shall be in the Circuit Court of Cook County, Illinois.

Q. Authority to Execute. The Parties both represent that this Agreement has been approved by their respective corporate boards and the persons executing this Agreement have been properly authorized to do so by its corporate authorities.

R. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

S. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall be determined to be in its best interests from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

T. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

U. Freedom of Information Act. Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to collect and review the records to decide what information is or is not exempt from disclosure. The Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including, but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 6.U. shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Maywood, and the Consultant have signed this Agreement, and the date of the last signatory will be the effective date of this Agreement and that date has been entered on the first page of this Agreement.

VILLAGE OF MAYWOOD,
an Illinois municipal corporation

Consultant:
WL NETWORKING, LLC

BY: _____
Nathaniel George Booker
Village President

BY: _____
Wade LeBeau
President

Date: _____, 2021

Date: _____, 2021

ATTEST: _____
Gwaine Dianne Williams
Village Clerk

ATTEST: _____
Name: _____
Title: _____

Date: _____, 2021

Date: _____, 2021

Exhibit "A"

SCOPE OF SERVICES

The Consultant will be responsible for completing the following Services for the Village of Maywood:

- Livestream programming, setup, and maintenance.
- Broadcast announcements on all Social Media.
- Keyword/description embedding as needed.
- Website work will consist of developing, programming, maintaining, and updating.

The Consultant will be also responsible for completing certain other Services for the Village of Maywood, as agreed to in writing, by the Village Manager and the Consultant from time to time.

Exhibit “B”

Insurance Certificates

(attached)

RESOLUTION NO. R-2021 _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WL NETWORKING, LLC AND THE VILLAGE OF MAYWOOD
RELATIVE TO LIMITED INFORMATION TECHNOLOGY SERVICES**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village") desire to enter into "An Independent Contractor Agreement for Professional Services Between WL Networking, LLC and The Village of Maywood Relative To Limited Information Technology Services" (the "Agreement"), including, but not limited to, boxcast/live stream capabilities for chamber meetings, government access channel, enhanced website, and phone system support and such other assignments agreed to in writing by the Village Manager and the Consultant. A copy of the Agreement is attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, WL Networking, LLC (the "Consultant") is an Information Technology (IT) consulting company that has experience in providing IT services to its clients and desires to enter into the Agreement to serve in the role of IT consultant to the Village. The Consultant will be an independent contractor and not a Village employee; and

WHEREAS, the Scope of Services to be performed by the Consultant under the Agreement are set forth at **Exhibit "A"** of the Agreement and the annual Fee for Services is \$37,200.00. The annual Fee for Services shall be earned and payable for actual completed services rendered on a prorated 365 day basis and shall be invoiced on a monthly basis (e.g., \$37,200.00 per year = \$3,100.00 per month; \$101.92 per day); and

WHEREAS, the President and Board of Trustees of the Village, a home rule Illinois municipal corporation, have the authority to enter into the attached Agreement pursuant to their home rule powers and statutory contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970 and Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), and find that entering into the Agreement is in the best interests of the Village, its residents, business owners and the public.

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

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

SECTION 2: The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the final version of an agreement entitled

“Independent Contractor Agreement for Professional Services Between WL Networking, LLC and The Village of Maywood Relative To Limited Information Technology Services”, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. A copy of the Agreement is attached hereto as **Exhibit “1”** and made a part hereof.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize and direct the President, the Village Clerk or the Village Manager, or their designees, to execute the attached Agreement and such other documents as are necessary to fulfill the Village’s obligations under the Agreement, and further authorize the payment of all expenses and costs that are necessary to fulfill the Village’s obligations under the Agreement

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of October, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "1"

**AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WL NETWORKING, LLC AND THE VILLAGE OF MAYWOOD
RELATIVE TO LIMITED INFORMATION TECHNOLOGY SERVICES**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WL NETWORKING, LLC AND THE VILLAGE OF MAYWOOD
RELATIVE TO LIMITED INFORMATION TECHNOLOGY SERVICES**

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Gwaine Dianne Williams, Village Clerk

[SEAL]



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

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

DD 312.984.6432
mtjurusik@ktjlaw.com

www.ktjlaw.com

September 1, 2021

**TENTATIVE VILLAGE OF MAYWOOD FISCAL ADOPTION SCHEDULE
FOR 2021 REAL ESTATE TAX LEVY AND 2022/2023 OPERATING BUDGET**

Monthly Actions Required by the Village's Fiscal and Investment Policy

Finance Director and Village Treasurer forward to the Board of Trustees a report on the state of the Village's investment portfolio, which shall include a review of the performance of the portfolio and a projection of future performance based upon the prior year's results. [Fiscal and Investment Policy (FIP) § IX(1)(a)].

By the 21st day of each month, the Finance Director shall prepare a budget-to-actual report for such month for (1) all funds of the Village, taken together, (2) the Village's Water and Sewer Fund and (3) the Village's Garbage Fund. [FIP § IX(4)(a)].

Prior to the second meeting of the Village Board each month (or, if the second meeting of the Board precedes the 21st day, at the first meeting of the Village Board during the next month), the Fiscal Accountability & Government Transparency shall meet to review the monthly budget-to-actual cash flow statement with the Finance Director. [FIP § IX(4)(a)].

At the second meeting of the Village Board each month (or, if no meeting is held, at the first meeting held by the Village Board during the next month), the Finance Director or Fiscal Accountability & Government Transparency shall report to the Village Board with respect to such monthly budget-to-actual cash flow statement and the proposed action, if any, to be taken by the Village with respect to the remainder of the then-current fiscal year as a result of such monthly budget-to-actual cash flow statement. [FIP § IX(4)(a)].

Quarterly Actions Required by the Village's Fiscal and Investment Policy

By the 30th day of the month following the end of the fiscal quarter, the Finance Director shall submit to the Village Board a report showing the actual versus budgeted revenues and expenses for such fiscal quarter (a "quarterly budget-to-actual cash flow statement"). [FIP § IX(4)(b)].

Maywood's Budget Operates on a Fiscal Year Basis:

May 1st to April 30th

[1st Quarter: May to July; 2nd Quarter: August to October;

3rd Quarter: November to January; and 4th Quarter: February to April]

2021

October, 2021 Committee of the Whole ("COW") Meeting and Village Board Meeting

Presentation by Fiscal Accountability & Government Transparency, Village Manager and Finance Director of Estimated 2021 Real Estate Tax Levy.

October, 2021 – Action

Within 180 days after the end of the fiscal year, the Finance Director shall provide to the Board of Trustees a copy of the statement of financial position of the Village as of the end of the most recently-completed fiscal year, along with the related statements required by the Investment Policy, all as audited or reviewed by the Village Auditor. [FIP § IX(3)(b)].

November, 2021 – COW Meeting and Regular Meeting of the Board of Trustees

November 3, 2021 COW Meeting: Presentation by Village Manager and Finance Director of final Estimated 2021 Real Estate Tax Levy.

November 16, 2021 Village Board Meeting: Approval of a Resolution Estimating Amount of 2021 Real Estate Tax Levy [35 ILCS 200/18-60; **2021 Tax Levy Estimate must be determined by the Village Board at least 20 days prior to adoption of Tax Levy Ordinance**].

Late November, 2021 – Actions

If a Truth in Taxation Public Hearing is necessary because the estimated tax levy will exceed 105% of last year's final aggregate levy, including any amount abated before extension, publish notice of December 1, 2021 Truth In Taxation Public Hearing in Local Paper [35 ILCS 200/18-70 and 18-75; notice must be published not more than 14 nor less than 7 days before the public hearing; target publication date: *Chicago Sun Times* or *Chicago Tribune*: Wednesday, November 24, 2021 and *Village Free Press*: Wednesday, November 24, 2021]. If estimated tax levy is less than 105%, no hearing need be held, but it is recommended for transparency's sake.

Late November, 2021 – Action

Finance Director submits to the COW / Village Board a report showing the actual versus budgeted revenues and expenses for such fiscal quarter (a "quarterly budget-to-actual cash flow statement"). [FIP § IX(4)(b)].

December 7, 2021 – COW Meeting of the Board of Trustees

Conduct the 2021 Real Estate Tax Levy Public Hearing (Truth In Taxation) [35 ILCS 200/18-70].

Early December, 2021 – Fiscal Accountability & Government Transparency Meeting(s)

Review and consider changes to the Tax Levy per direction of the Village Board as a result of December 1, 2021 Tax Levy Hearing (**only if necessary**).

December 14, 2021 – Regular Meeting of the Board of Trustees

Approval of the 2021 Real Estate Tax Levy Ordinance.

Week of December 13, 2021 – Filing Date

The 2021 Real Estate Tax Levy Ordinance must be filed with the Cook County Clerk's Office no later than the Last Tuesday of the Calendar Year [65 ILCS 5/8-3-1; 35 ILCS 200/18-90].

Because of the Holidays, it is advisable to file a certified copy of the Tax Levy Ordinance on or prior to Friday, December 17, 2021.

Week of December 20, 2021 – Actions

If adopted Real Estate Tax Levy exceeds Estimated Levy, the Village must publish notice of adopted Real Estate Tax Increase within 15 days of adoption of Real Estate Tax Levy Ordinance [35 ILCS 200/18-85].

Finance Director and Community Development Department Director must send to Cook County Assessor's Office copies of final occupancy permits for all new construction within the Village issued in 2021 so that "new growth" can be captured. **[This should be done quarterly or semi-annually.]**

2022

NOTE: YEAR 2021/2022 BUDGET AMENDMENT PROCESS CONTINUES THROUGH APRIL 30, 2022 TO ACCOUNT FOR GRANTS, OTHER UNANTICIPATED REVENUES AND EXPENSES.

January/February/March/April, 2022 – Fiscal Accountability & Government Transparency Meetings and COW Meetings

Staff and Fiscal Accountability & Government Transparency review of Draft FY 2022/2023 Operating Budget in preparation of Public Hearing.

Prior to February 28, 2022 – Action

Finance Director submits to the COW / Village Board a report showing the actual versus budgeted revenues and expenses for such fiscal quarter (a "quarterly budget-to-actual cash flow statement"). [FIP § IX(4)(b)].

March/April, 2022 – Actions

Publish Notice of March or April, 2022 Public Hearing on Draft FY 2022/2023 Operating Budget [per 65 ILCS 5/8-2-9.9, publish at least one week prior to hearing in local newspaper].

Publication of Draft FY 2022/2023 Operating Budget by Village Clerk in pamphlet form [per 65 ILCS 5/8-2-9.9, required to be published at least 10 days prior to adoption of final Budget and at least one week prior to public hearing].

Note: Budget must contain "Estimate of Revenues" pertaining to the revenues that the Village anticipates receiving during the fiscal year covered by the FY 2022/2023 Operating Budget. The Finance Director must certify the revenue estimate in the Budget document.

Early March or Early April, 2022 – COW Meeting of the Board of Trustees

Conduct Public Hearing on Draft FY 2022/2023 Operating Budget [65 ILCS 5/8-2-9.9] and close Public Hearing.

Mid-March or Mid-April, 2022 – Fiscal Accountability & Government Transparency Meeting(s)

Review and make changes to Budget as a result of Public Hearing.

Mid to Late March or April, 2022 – Regular Meeting of the Board of Trustees

Adoption of FY 2022/2023 Operating Budget [per 65 ILCS 5/8-2-9.4, the Operating Budget must be adopted before the start of the new Fiscal Year, which begins on May 1, 2022].

Post IMRF Notice of “Summary Statement” of total compensation packages for each Village employee having a total compensation package that exceeds \$75,000 per year --- **within six (6) days of approving the Operating Budget.**

Late April or Early May, 2022 – Filing Date

FY 2022/2023 Operating Budget **must be filed within 30 days of adoption** with the Cook County Clerk [35 ILCS 200/18-50].

Prior to May 31, 2022 – Action

Finance Director submits to the Village Board a report showing the actual versus budgeted revenues and expenses for such fiscal quarter (a “quarterly budget-to-actual cash flow statement”). [FIP § IX(4)(b)].

OMA Notice of IMRF Employee Compensation Packages

Section 7.3 of the Illinois Open Meetings Act (5 ILCS 120/7.3) (“OMA”) requires two postings be maintained by public bodies who have employees that are members of IRMF, and the postings must be updated on an “as needed” basis. **These two Notice requirements are mandated by Public Act 97-609, which became effective on January 1, 2012:**

1. Posting of a “Summary Statement” of total compensation packages for each Village employee having a total compensation package that exceeds \$75,000 per year needs to be posted per the attached Notice --- **within six (6) days of approving each annual budget.**
2. Posting of a “Summary Statement” of total compensation packages for each Village employee having a total compensation package that exceeds \$150,000 per year needs to be posted per the attached Notice --- **at least six (6) days before approving an employee’s compensation package that is equal to or in excess of \$150,000 per year, the employer must post on its website the total compensation package for that employee** (e.g., six (6) days in advance of a new Executive Director’s employment contract being approved by the Board of Directors, this Notice must be updated to reflect the contract under consideration).

In the past, I have provided Village staff with template Notices for placement on Village letter head and posting as required by Section 7.3 of OMA.

The Summary Statements should include the Village job titles / positions and the dollar amount of total compensation package associated with the job title / positions.

Section 7.3 of the Open Meetings Act: Duty to post information pertaining to benefits offered through the Illinois Municipal Retirement Fund.

- (a) **Within 6 business days after an employer participating in the Illinois Municipal Retirement Fund approves a budget, that employer must post on its website the total compensation package for each employee having a total compensation package that exceeds \$75,000 per year.** If the employer does not maintain a website, the employer must post a physical copy of this information at the principal office of the employer. **If an employer maintains a website, it may choose to post a physical copy of this information at the principal office of the employer in lieu of posting the information directly on the website; however, the employer must post directions on the website on how to access that information.**
- (b) **At least 6 days before an employer participating in the Illinois Municipal Retirement Fund approves an employee's total compensation package that is equal to or in excess of \$150,000 per year, the employer must post on its website the total compensation package for that employee.** If the employer does not maintain a website, the employer shall post a physical copy of this information at the principal office of the employer. **If an employer maintains a website, it may choose to post a physical copy of this information at the principal office of the employer in lieu of posting the information directly on the website; however, the employer must post directions on the website on how to access that information.**
- (c) For the purposes of this Section, **"total compensation package" means payment by the employer to the employee for salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted.**

If there are any questions, please contact me.

Mike

cc: Village President Nathaniel George Booker and Board of Trustees
Gwaine Dianne Williams, Village Clerk
Chasity Wells-Armstrong, Village Manager
Lanya Satchell, Finance Director
Steve Kuptz, Village Treasurer
Michael A. Marrs



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CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION
MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jursik
DATE: September 29, 2021
RE: First Addendum to Village Manager Employment Agreement for Chasity Wells-Armstrong

Per the direction of the Village Board at the September 21, 2021 Village Board Meeting, I have enclosed the following documents for review and discussion by the Village Board during the October 5, 2021 Committee of the Whole Meeting:

1. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST ADDENDUM TO THE 2021 EMPLOYMENT AGREEMENT ENTERED INTO WITH VILLAGE MANAGER CHASITY WELLS-ARMSTRONG, with a copy of the FIRST ADDENDUM attached as **Exhibit "A"** to the Resolution.
2. NOTICE OF POSTING IN COMPLIANCE WITH SECTION 7.3 OF THE ILLINOIS OPEN MEETINGS ACT (5 ILCS 120/7.3) (Village Employees With Total Compensation Packages of \$150,000+ per year)

NOTE: Per Section 7.3 of the Illinois Open Meetings Act (5 ILCS 120/7.3) (Village Employees With Total Compensation Packages of \$150,000+ per year), **at least six (6) days before an employer participating in the Illinois Municipal Retirement Fund approves an employee's total compensation package that is equal to or in excess of \$150,000 per year, the employer must post on its website the total compensation package for that employee. The required Notice must be posted at Village Hall and on the Village website at least six (6) days prior to the October 19, 2021 Village Board Meeting at which the enclosed Resolution is voted on.**

The First Addendum amends Subsection 6.D.vii. (Compensation; Employee Benefits; Mileage Reimbursement for Business Travel; Village Owned Vehicle) of the Employment Agreement as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

Mileage Reimbursement for Business Travel; Village Owned Vehicle: While CWA resides outside of the 15-mile radius of the Village's corporate boundaries, the Village agrees to provide CWA with a monthly commuter benefit allowance to assist with the daily cost of commuting to and from Village Hall in an amount of Two Hundred and No/ 100 Dollars (\$200.00) per month; this benefit shall terminate once CWA moves into a residence within the 15-mile residency radius area. During the Term of this Agreement, subject to budgetary constraints as determined by the Village Board, the Village will provide a Village automobile to CWA to be used for daily business purposes at no cost to CWA (e.g., CWA shall not be obligated to pay for insurance, maintenance and repairs due to normal street usage (customary wear and tear) and fuel in relation to operating the automobile), except that CWA shall be responsible for any damage to

the automobile that is caused, in whole or in part, by CWA's negligence or misuse of the automobile. While residing within the 15-mile residency radius area, CWA may use the Village-provided automobile (a) to commute to and from her residence and the Village each day and (b) for limited personal use and travel within the metropolitan Chicago area (e.g., 25 miles from Village Hall). If personal use of the vehicle is necessary for some reason, CWA agrees to document any personal usage of the vehicle (mileage and dates), provide such documentation to the Village, and agrees that she is liable for the income tax liability associated with such personal use of the vehicle. Notification to and prior approval from the Village Board for business use of the Village automobile outside of Illinois must be made prior to traveling out-of-state. The provision and use of the automobile shall be made under an accountable plan as defined in Internal Revenue Code Section 62 and its applicable regulations, as amended. Commencing in October 2021, the Village agrees to provide CWA with a vehicle allowance benefit in an amount of Five Hundred and No/100 Dollars (\$500.00) per month; this vehicle allowance benefit shall terminate once the Village provides CWA with a Village-owned automobile for use as provided for in this Subsection.

If there are any questions, feel free to contact me.

Mike

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
Chasity Wells-Armstrong, Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Roseann M. Bautista, Director of Human Resources (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.).

RESOLUTION NO. ____

**RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A FIRST ADDENDUM TO THE 2021 EMPLOYMENT AGREEMENT
ENTERED INTO WITH VILLAGE MANAGER CHASITY WELLS-ARMSTRONG**

WHEREAS, on June 8, 2021, with the passage of Resolution No. R-2021-22, the Corporate Authorities of the Village of Maywood ("Village" or "Corporate Authorities") and Chasity Wells-Armstrong approved and entered into an Employment Agreement for Chasity Wells-Armstrong ("CWA") to serve as the Village Manager and to perform all of the customary duties of the Village Manager position in accordance with the provisions of Title III (Administration), Chapter 30 (Village Administration), Section 30.04 (Village Manager) of the Maywood Village Code ("2021 Employment Agreement"); and

WHEREAS, the President and Board of Trustees of the Village agree to approve and authorize the execution of a First Addendum to the 2021 Employment Agreement for CWA to continue to serve as the Village Manager, subject to an amendment to Subsection 6.D.vii. (Compensation; Employee Benefits; Mileage Reimbursement for Business Travel; Village Owned Vehicle) of the Employment Agreement that provides CWA with a vehicle allowance benefit in an amount of Five Hundred and No/100 Dollars (\$500.00) per month commencing in October 2021. This vehicle allowance benefit shall terminate once the Village provides CWA with a Village-owned automobile for use as provided for in the Employment Agreement. A copy of the First Addendum to the 2021 Employment Agreement is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, Chasity Wells-Armstrong desires to continue to work as the Village Manager of the Village of Maywood and agrees to perform all of the customary duties of Village Manager in accordance with the provisions of Title III (Administration), Chapter 30 (Village Administration), Section 30.04 (Village Manager) of the Maywood Village Code and the attached First Addendum to the 2021 Employment Agreement; and

WHEREAS, the President and Board of Trustees of the Village have the authority to enter into the attached First Addendum to the 2021 Employment Agreement pursuant to their home rule power, as provided by Article VII, Section 6(a) of the Illinois Constitution of 1970, and their statutory powers set forth in Sections 5-3-7 and 8-1-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 8-1-7); and

WHEREAS, in regard to the attached First Addendum to the 2021 Employment Agreement, the Village has complied with the six (6) calendar day prior-posting requirement set forth in Section 7.3 of the Illinois Open Meetings Act (5 ILCS 120/7.3) (effective January 1, 2012), which imposes a duty on all municipal employers who participate in the Illinois Municipal Retirement Fund ("IMRF") to post on its website or in the Village Hall the total compensation packages of employees whose total compensation packages are equal to or in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per year; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to approve the attached First Addendum to the 2021 Employment Agreement for Chasity Wells-Armstrong to continue to serve as Village Manager, and to authorize the execution of the attached First Addendum to the 2021 Employment Agreement.

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

SECTION 1: Each of the recitals above is incorporated by reference into this Section 1.

SECTION 2: Pursuant to the Village's home rule powers, as provided by Article VII, Section 6(a) of the Illinois Constitution of 1970, and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 8-1-7), the President and Board of Trustees of the Village of Maywood approve and authorize the execution of the attached "First Addendum to the 2021 Employment Agreement Entered Into With Village Manager Chasity Wells-Armstrong" ("First Addendum") for Chasity Wells-Armstrong to continue to serve as the Village Manager and to perform all of the customary duties of the Village Manager position in accordance with the provisions of Title III (Administration), Chapter 30 (Village Administration), Section 30.04 (Village Manager) of the Maywood Village Code, subject to the terms set forth in the First Addendum. A copy of the First Addendum is attached hereto as **Exhibit "A"** and made a part hereof.

SECTION 3: The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, and the Village Manager, or her designee, to execute the final version of the attached First Addendum, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the First Addendum. The President and Board of Trustees of the Village of Maywood further authorize the payment of all costs that are necessary to fulfill the Village's obligations under the First Addendum.

SECTION 4: The President and Board of Trustees of the Village of Maywood further authorize and direct the Village Clerk, the Village Manager and/or the Village Attorney, or their designees, to transmit executed originals or certified copies of this Resolution and the First Addendum to all parties that are entitled to receive such documents.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this ____ day of October, 2021.

Nathaniel George Booker, Village President

ATTEST:

Gwayne Dianne Williams, Village Clerk

Exhibit "A"

**FIRST ADDENDUM TO THE 2021 EMPLOYMENT AGREEMENT
ENTERED INTO WITH VILLAGE MANAGER CHASITY WELLS-ARMSTRONG**

(attached)

**FIRST ADDENDUM TO
THE 2021 EMPLOYMENT AGREEMENT ENTERED INTO
WITH VILLAGE MANAGER CHASITY WELLS-ARMSTRONG**

THIS FIRST ADDENDUM, entered into this ___ day of October, 2021, in Maywood, Cook County, Illinois, by and between the Village of Maywood, an Illinois municipal corporation (the "Village" or "Corporate Authorities of the Village"), and Chasity Wells-Armstrong ("CWA") is made to an Employment Agreement that was entered into by the Parties and approved by the Corporate Authorities of the Village by Resolution No. R-2021-22 on June 8, 2021 (the "Employment Agreement"). This First Addendum modifies the Employment Agreement as follows:

1. **AMENDMENT OF SECTION 6 (COMPENSATION)**. Subsection 6.D.vii. (Compensation; Employee Benefits; Mileage Reimbursement for Business Travel; Village Owned Vehicle) of the Employment Agreement is amended as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

vii. **Mileage Reimbursement for Business Travel; Village Owned Vehicle:** While CWA resides outside of the 15-mile radius of the Village's corporate boundaries, the Village agrees to provide CWA with a monthly commuter benefit allowance to assist with the daily cost of commuting to and from Village Hall in an amount of Two Hundred and No/ 100 Dollars (\$200.00) per month; this benefit shall terminate once CWA moves into a residence within the 15-mile residency radius area. During the Term of this Agreement, subject to budgetary constraints as determined by the Village Board, the Village will provide a Village automobile to CWA to be used for daily business purposes at no cost to CWA (e.g., CWA shall not be obligated to pay for insurance, maintenance and repairs due to normal street usage (customary wear and tear) and fuel in relation to operating the automobile), except that CWA shall be responsible for any damage to the automobile that is caused, in whole or in part, by CWA's negligence or misuse of the automobile. While residing within the 15-mile residency radius area, CWA may use the Village-provided automobile (a) to commute to and from her residence and the Village each day and (b) for limited personal use and travel within the metropolitan Chicago area (e.g., 25 miles from Village Hall). If personal use of the vehicle is necessary for some reason, CWA agrees to document any personal usage of the vehicle (mileage and dates), provide such documentation to the Village, and agrees that she is liable for the income tax liability associated with such personal use of the vehicle. Notification to and prior approval from the Village Board for business use of the Village automobile outside of Illinois must be made prior to traveling out-of-state. The provision and use of the automobile shall be made under an accountable plan as defined in Internal Revenue Code Section 62 and its applicable regulations, as amended. Commencing in October 2021, the Village agrees to provide CWA with a vehicle allowance benefit in an amount of Five Hundred and No/100 Dollars (\$500.00) per month; this vehicle allowance benefit shall terminate once the Village provides CWA with a Village-owned automobile for use as provided for in this Subsection.

2. **MISCELLANEOUS.**

- A. This First Addendum is meant to supplement the terms of the Employment Agreement. In all respects, except as specifically amended by this First Addendum, the Employment Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Employment Agreement and this First Addendum, the terms of this First Addendum shall supersede and control.
- B. This First Addendum constitutes the entire understanding between and among the Parties with respect to the subject matter contained herein and supersedes any and all prior understandings and/or agreements between the Parties, whether written, oral or otherwise.
- C. This First Addendum shall be effective on the date that the last signatory executes this First Addendum (the "Effective Date"), which date shall be entered on page 1 hereof.

IN WITNESS WHEREOF, this First Addendum has been approved by the Corporate Authorities of the Village of Maywood, at a Special Village Board Meeting held on October __, 2021, by the passage of a Resolution authorizing the approval of this First Addendum. The duly authorized representatives of the Village of Maywood have signed and dated this First Addendum below. Chasity Wells-Armstrong has read and understands the terms of this First Addendum, has voluntarily signed and dated this First Addendum, and has had her signature notarized by a Notary Public.

VILLAGE OF MAYWOOD

Nathaniel George Booker, Village President

Date: _____, 2021

ATTEST:

Gwayne Dianne Williams, Village Clerk

Date: _____, 2021

CHASITY WELLS-ARMSTRONG

Chasity Wells-Armstrong

Date: _____, 2021

ATTEST:

Notary Public

Date: _____, 2021

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A FIRST ADDENDUM TO THE 2021 EMPLOYMENT AGREEMENT
ENTERED INTO WITH VILLAGE MANAGER CHASITY WELLS-ARMSTRONG**

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Gwaine Dianne Williams, Village Clerk

[SEAL]

PUT ON VILLAGE OF MAYWOOD LETTERHEAD

**NOTICE OF POSTING IN COMPLIANCE WITH SECTION 7.3
OF THE ILLINOIS OPEN MEETINGS ACT (5 ILCS 120/7.3)
(Village Employees With Total Compensation Packages of \$150,000+ per year)**

The following document has been posted on the Village's website and in the Village Hall in order to comply with the provisions of Section 7.3 of the Illinois Open Meetings Act (5 ILCS 120/7.3):

- Summary Statement of all Village employees whose total compensation package is equal to or in excess of \$150,000 per year.

NAMES OF EMPLOYEES:

1. Chasity Wells-Armstrong (Village Manager) (2021 Salary: \$155,500.00; Housing Allowance: None; Monthly Vehicle Allowance: \$500.00; Incentive for Declining Village's Health Insurance Program: Not to exceed \$10,000.00 per year; Professional Development: \$6,000.00 per year; 457 Plan Match: Village matches employee contributions up to a maximum amount of 2% of annual salary; Health Insurance Premium: None (unless coverage under spouse's plan ends, then \$22,000.00 family health insurance premium per year; 4 personal days per year; 20 vacation days per year; and 6 sick days per year).
2. Craig Bronaugh (Fire Chief) (2021 Salary: \$130,832.00; Professional Development: \$2,000.00 per year; 457 Plan Match: TBD by the Village Board as part of each Annual Budget; Health Insurance Premium: \$22,000.00 family health insurance premium per year; 4 personal days per year; 20 vacation days per year; and 6 sick days per year).
3. Lanya Satchell (Finance Director) (2021 Salary: \$119,974.40; Professional Development: \$2,000.00 per year; 457 Plan Match: TBD by the Village Board as part of each Annual Budget; Health Insurance Premium: \$22,000.00 family health insurance premium per year; 4 personal days per year; 20 vacation days per year; and 6 sick days per year).

Section 7.3 of the Open Meetings Act: Duty to post information pertaining to benefits offered through the Illinois Municipal Retirement Fund.

- (a) Within 6 business days after an employer participating in the Illinois Municipal Retirement Fund approves a budget, that employer must post on its website the total compensation package for each employee having a total compensation package that exceeds \$75,000 per year. If the employer does not maintain a website, the employer must post a physical copy of this information at the principal office of the employer. If an employer maintains a website, it may choose to post a physical copy of this information at the principal office of the employer in lieu of posting the information directly on the website; however, the employer must post directions on the website on how to access that information.
- (b) At least 6 days before an employer participating in the Illinois Municipal Retirement Fund approves an employee's total compensation package that is equal to or in excess of \$150,000 per year, the employer must post on its website the total compensation package for that employee. If the employer does not maintain a website, the employer shall post a physical copy of this information at the principal office of the employer. If an employer maintains a website, it may choose to post a physical copy of this information at the principal office of the employer in lieu of posting the information directly on the website; however, the employer must post directions on the website on how to access that information.

(c) For the purposes of this Section, "total compensation package" means payment by the employer to the employee for salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted.

Posted by Village Manager Chasity Wells-Armstrong

Posting date: October 11, 2021.

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood

FROM: Michael T. Jurusik

DATE: September 29, 2021

RE: Intergovernmental Agreement with The Metropolitan Water Reclamation District Of Greater Chicago For Design, Construction, Operation And Maintenance Of The Combined Sewer Separation Improvements Project

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

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS (Cost Sharing For 2021 I-290 Corridor Storm Relief Project)
(Note: The Agreement is attached to the Resolution as Exhibit "A")

Summary of Agreement, Project and Project Funding

This Project has changed in size and cost due to the increase in funding availability since the last report at the July 2021 Village Board Meeting. The updated Project will be constructed in phases and now involves funding from Cook County as well as the Metropolitan Water Reclamation District Of Greater Chicago ("District" or "MWRDGC"). The estimated Total Project Cost is now \$7,500,000.00, with Cook County contributing \$3,500,000.00 in construction costs under a separate intergovernmental agreement, which will be presented at a later date this fall, and MWRDGC contributing \$4,000,000.00 to the Project. There are no matching fund obligations for the Village regarding this Project.

The enclosed Agreement with the MWRDGC is a cost sharing arrangement relating to the design, construction, operation and maintenance of the I-290 Corridor Storm Relief Project (the "Project"). The Project consists of sewer designing and engineering for the installation of storm relief sewers in the central area of the Village of Maywood, Illinois.

Under the Agreement, the cost sharing allocation for the construction costs of the Project is a 100% (MWRDGC) / 0% (Village) split. The MWRDGC agrees to reimburse the Village for one hundred percent (100%) of the total construction cost of the Project not to exceed \$4,000,000.00.

Please note that a redlined version of the Agreement is enclosed for review and action by the Village Board. The District will provide a clean, final version for execution by the Village officials.

A summary of the “Key Provisions and Village Obligations Set Forth in the Agreement” is attached at the end of this Memorandum, which imposes very specific compliance requirements, obligations and penalties on the Village as part of receiving and using the MWRDGC funds for the Project. Failure to comply with the terms of the Agreement will subject the Village to a denial of Project funds or the return of the MWRDGC’s Project funding.

The Agreement has the following attached Exhibits (some of which contain compliance obligations for the Village):

Exhibit 1:	Project Vicinity Map and Project Conceptual Drawing
Exhibit 2:	MWRDGC’s Purchasing Act, 70 ILCS 2605/11.1-11.24
Exhibit 3:	MWRDGC’s Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) (“MPLA”)
Exhibit 4:	Affirmative Action Ordinance, Revised Appendix D
Exhibit 5:	Veteran’s Business Enterprise Contracting Policy, Appendix V
Exhibit 6:	M/W/SBE Utilization Plan
Exhibit 7:	VBE Commitment Form
Exhibit 8:	Affirmative Action Status Report
Exhibit 9:	Operation and Maintenance Plan, Inspection Log
Exhibit 10:	Project site property interest documents or Affidavit

If there are any questions, please contact me.

Mike

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
Chasity Wells-Armstrong, Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Angela Smith, Acting Director of Community Development (w/ encls.)
John West, Public Works Director (w/ encls.)
Bill Peterhansen, Village Engineer (w/ encls.)

**2021 INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE
OF THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS**

Summary of Key Provisions and Village Obligations Set Forth in the 2021 Intergovernmental Agreement:

NOTE: The Agreement imposes very specific compliance requirements, obligations and penalties on the Village as part of receiving and using the MWRDGC funds for the Project. Failure to comply with the terms of the Agreement will subject the Village to the return of the District's Project funding. The Agreement has eight (8) attached Exhibits **(some of which contain compliance obligations for the Village):**

Exhibit 1:	Project Vicinity Map and Project Conceptual Drawing
Exhibit 2:	MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24
Exhibit 3:	MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) ("MPLA")
Exhibit 4:	Affirmative Action Ordinance, Revised Appendix D
Exhibit 5:	Veteran's Business Enterprise Contracting Policy, Appendix V
Exhibit 6:	M/W/SBE Utilization Plan
Exhibit 7:	VBE Commitment Form
Exhibit 8:	Affirmative Action Status Report
Exhibit 9:	Operation and Maintenance Plan, Inspection Log
Exhibit 10:	Project site property interest documents or Affidavit

Article 1. Incorporation of Recitals - No Comments.

Article 2. Scope of Work

Section 2: The Village, at its cost, shall prepare the Construction Documents (e.g., drawings, specifications, and details.

Section 4: The Village will provide MWRDGC with a copy of thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents for MWRDGC's approval as to the Public Benefit.

Section 5: Upon execution of this Agreement and until commencement of Project construction, the Village will provide monthly updates to MWRDGC on (1) the status and progress of Project design; and (2) the schedule for Bid Advertisement and Award for the Project.

Section 7: Upon award of any Project-related construction contracts, the Village will provide monthly updates to MWRDGC as to (1) construction progress; and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days upon final completion of the construction project.

Section 8: After construction, the Village will provide MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.

Section 11: To the extent practicable, the Village, its agents, contractors, or employees will use MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, MWRDGC will provide biosolids free of charge. The Village may be required to arrange and pay for the transportation necessary to deliver the biosolids to the Project area.

Sections 12 and 13: The Village shall publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village.

- The Village shall comply with the applicable standards of the District's Purchasing Act, 70 ILCS 2605/11.1-11.24, and Multi-Project Labor Agreement (See, **Exhibits 2 and 3** of the Agreement) when advertising and awarding the construction contracts.
- The Village shall require a "payment bond" and a "performance bond" for all Project-related construction contracts consistent with the applicable standards of Exhibit 2 of the Agreement. The Village may impose more stringent requirements than those contained in **Exhibit 2** when awarding Project-related construction contracts, but in no event shall the Village requirements fall below the District's applicable general standards.
- The Village need not include the attached **Exhibit 2** as part of its bid documents. However, the Village is responsible for ensuring that these applicable minimum requirements are met. **[NOTE: Exhibit 2 and their obligations should be referenced in and attached to the bid documents.]**

Sections 14 and 17: The Village shall comply with the District's Affirmative Action goals with respect to that portion of the cost of the Project for which the District has contributed funds.

- The determination as to whether the Village has complied with these Affirmative Action goals is solely in the District's discretion. If the Village's fails to fully comply with these Affirmative Action goals, as determined by the District, the District may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to meet the Affirmative Action goal(s).

Section 15: The Village shall comply with the applicable portions of District's Affirmative Action Requirements and Affirmative Action Ordinance (See Exhibit 4 of the Agreement).

- Affirmative Action goals for the Project are: 20% of the total amount of reimbursement to be provided by the District for the Project for Minority-Owned Business Enterprises, 10% of the total amount of reimbursement to be provided by the District for the Project for Women-Owned Business Enterprises, and 10% of the total amount of reimbursement to be provided by the District for the Project for Small Business Enterprises. **[NOTE: Exhibit 4 and its obligations should be referenced in and attached to the bid documents.]**

Section 16: The Village should meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement to be provided by MWRDGC for the Project should be applied to work performed by Veteran-owned Small Business Enterprises ("VBE").

Section 18: The Village must comply with the applicable portions of MWRDGC's Veteran's Business Enterprise ("VBE") Contracting Policy Requirements (attached to this Agreement as Exhibit 5).

Section 19: In order to evidence compliance with the District's Affirmative Action Requirements, the Village must submit the following items to the District's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan (**See Exhibit 6 of the Agreement**); and (2) a letter from a certifying agency that verifies the vendors' MBE/WBE/SBE/VBE status. Failure to timely submit a Utilization Plan or certifying letter may result in a payment delay and/or denial.

Section 20: Together with each and every Reimbursement Request, the Village must submit to MWRDGC the following: (1) a MBE/WBE/SBE and VBE Status Report ("Status Report"), attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.

Section 21: The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

Section 22: The Village, at its cost, shall provide the final design of the Project, land acquisition and remediation, and construction oversight and administrative support for the Project.

Section 23: The Village shall submit an Operation and Maintenance Plan (hereinafter the "O&M Plan") for the District's review and approval. The O&M Plan shall be included as part of the Agreement as Exhibit 9.

Sections 24 and 25: The District shall reimburse the Village for one hundred and 00/100 percent (100.0%) of the total construction cost of the Project, but in no event will that amount exceed \$4,000,000.00.) (the "Maximum Reimbursement Amount"). All reimbursement provided by the District shall be used exclusively for the construction of the Project. The Village will be responsible for securing funding or contributing its own funds for all remaining costs necessary to construct the Project in accordance with the Construction Documents. For purposes of this Agreement, "construction" shall mean all work necessary to build the Project as depicted in the Construction Documents. The Village shall be solely responsible for change orders, overruns or any other increases in cost of the Project. The District shall disburse funds to the Village in accordance with the following schedule:

- a. Fifteen percent (15%) at receipt of Reimbursement Request for fifteen percent (15%) completion of construction;
- b. Fifteen percent (15%) at receipt of Reimbursement Request for thirty percent (30%) completion of construction;
- c. Fifteen percent (15%) at receipt of Reimbursement Request for forty-five percent (45%) completion of construction;
- d. Fifteen percent (15%) at receipt of Reimbursement Request for sixty percent (60%) completion of construction;
- e. Fifteen percent (15%) at receipt of Reimbursement Request for seventy-five percent (75%) completion of construction;
- f. Fifteen percent (15%) at receipt of Reimbursement Request for ninety percent (90%) completion of construction; and

- g. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover fifty-four and 35/100 percent (54.35%) of the Project cost will be paid upon receipt of invoices for final completion and after final inspection by MWRDGC.

Every 30 days from the start of construction until its completion, the Village must submit to the District's Diversity Administrator the following: (1) an Affirmative Action Status Report ("Status Report") attached to this Agreement as Exhibit 7; (2) full or partial lien waivers from the participating MBE/WBE/SBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.

Article 3. Permits and Fees – No Comments.

Article 4. Property Interests

Section 2: Prior to construction, the Village shall acquire any temporary or permanent easements, license agreements, or fee simple title as may be necessary for construction, maintenance, and access to the Project. Any property interests acquired by the Village must be consistent with the District's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5. **[NOTE: Are there any land acquisition issues for the Project?]**

Section 3: Should acquisition of property interests via condemnation be necessary, the Village shall incur all associated costs, including purchase price and/or easement fee as well as any attorney fees.

Section 4: The Village shall record all easements, licenses or deeds acquired for the Project.

Section 5: The Village shall own all of the improvements constructed for the Project. Nothing in this Agreement shall be construed as creating an ownership or property interest for the District in any part of the Project.

Article 5. Maintenance

Section 1: The Village, at its sole cost and expense, will perpetually maintain the separate storm sewers and any other associated appurtenances in accordance with the O&M plan approved by the District.

Section 2: The Village shall conduct annual inspections to ensure adequate maintenance of the Project. The Village shall prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended public benefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to the District within thirty (30) days of completion.

Section 3: The District shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.

Section 4: In the event of failure of the Village to maintain the Project as described above to the satisfaction of the District, the District may issue a thirty (30) day written notice by certified or

registered mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) days after such notice, the District may cause such maintenance to be performed and the Village shall pay the District the entire cost the District incurred to perform the required maintenance.

Section 5: In the event of failure of the Village to maintain or operate the Project to provide the intended public benefit, the District may demand that some or all of the funding it provided under this Agreement be returned to the District.

Section 6: In performing its obligations under this Article, the Village shall comply with all access restrictions and notice requirements set forth in the easements, licenses or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

Section 1: Bid Advertisement. The Village will provide the District with thirty (30) days' notice prior to Bid Advertisement for the Project.

Article 7. Termination by the Village - No Comments

Article 8. Termination by the District - No Comments

Article 9. Effective Date - No Comments

Article 10. Duration. Subject to termination by the parties, the Agreement remains in full force and effect for perpetuity.

Article 11. Non-Assignment - No Comments

Article 12. Waiver of Personal Liability - No Comments

Article 13. Indemnification - No Comments

Article 14. Representations of the Village - No Comments

Article 15. Representations of the District - No Comments

Article 16. Disclaimers - No Comments

Article 17. Waivers - No Comments

Article 18. Severability - No Comments

Article 19. Necessary Documents

Upon the completion of the Project, the Village shall provide the District with a full sized copy of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the Village resident engineer and the contractor.

Article 20. Compliance With Applicable Laws and Deemed Inclusion of the Same - No Comments

Article 21. Entire Agreement - No Comments

Article 22. Amendments - No Comments

Article 23. References to Documents - No Comments

Article 24. Judicial and Administrative Remedies - No Comments

Article 25. Notices - No Comments

Article 26. Representatives - No Comments

Article 27. Interpretation and Execution - No Comments

Article 28. Exhibits and Attachments - No Comments

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF
THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS
(Cost Sharing For 2021 I-290 Corridor Storm Relief Project)**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board" or the "Village"), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII, Sections 6 and 6(a) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago (the "MWRDGC") desires to provide financial assistance to the Village for the completion of the design, construction, operation and maintenance of the proposed stormwater infrastructure improvements known as the "I-290 Corridor Storm Relief Project" (the "Project") because of the public benefits of the stormwater management and flood reduction in this area, which will benefit the MWRDGC's waterworks systems. The Project will be constructed in phases and now involves funding from Cook County as well as the MWRDGC; and

WHEREAS, the estimated cost to complete the Project is \$7,500,000.00. Cook County will contribute \$3,500,000.00 in Project construction costs under a separate intergovernmental agreement, which will be presented at a later date this fall, and MWRDGC will contribute \$4,000,000.00 towards the construction costs of the Project. There are no matching fund obligations for the Village regarding this Project. Under the Agreement (as defined below), the cost sharing allocation for the construction costs of the Project is a 100% (MWRDGC) / 0% (Village) split. The MWRDGC agrees to reimburse the Village for one hundred percent (100%) of the total construction cost of the Project; and

WHEREAS, the President and Board of Trustees of the Village of Maywood and the Board of Commissioners of the MWRDGC desire to approve and enter into an agreement entitled "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS (Cost Sharing For 2021 I-290 Corridor Storm Relief Project)" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Agreement (Exhibit "A") and to approve the expenditure of its General Funds, or such other eligible, available public funds, to pay for the construction, operation and maintenance of the Project in accordance with the terms of the Agreement pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and find that entering into the Agreement is in the best interests of the Village.

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

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

SECTION 2: The President and Board of Trustees of the Village of Maywood authorize the approval and execution of an agreement with the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") entitled "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS (Cost Sharing For 2021 I-290 Corridor Storm Relief Project)" (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees also agree to appropriate and authorize the expenditure of all funds necessary to pay the Village's share of the Project, including the construction, operation and maintenance of proposed stormwater infrastructure improvements, as required by the Agreement. The source of funds to pay for the Village's Project obligations is the Village General Funds or such other eligible, available public funds that the Village appropriates and allocates to the Project.

SECTION 3: The President and Board of Trustees authorize and direct the Village President and Clerk, or their designees, to execute the final version of the Agreement, which may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. The President and Board of Trustees further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the Agreement, to the MWRDGC and to all other parties and agencies that are entitled to receive such documents under the Agreement and as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me as Village President, and attested by the Village Clerk, on the ____ day of October, 2021.

Nathaniel George Booker, Village President

ATTEST:

Gwayne Dianne Williams, Village Clerk

Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF
THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS
(Cost Sharing For 2021 I-290 Corridor Storm Relief Project)**

(attached)

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF
THE VAN BUREN & 5TH AREA STORM RELIEF PROJECT
IN MAYWOOD, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois (“MWRDGC”), and the Village of Maywood, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (“Village”). Together, MWRDGC and the Village may be referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; and

WHEREAS, the Act, as amended, declares that stormwater management in Cook County is under the general supervision of MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County; and

WHEREAS, the Village is located within the boundaries of Cook County, Illinois; and

WHEREAS, pursuant to Division 110 of Article 11 of the Illinois Municipal Code the Village is empowered to construct and maintain stormwater infrastructure and manage water, sewers, and stormwater within its corporate limits; and

WHEREAS, the Village proposes installing separate storm sewers in an existing combined sewer area that does not have any storm relief in Maywood, Illinois, for the public benefit of reducing flooding in the general area (“Public Benefit”). The proposed storm sewers

(locations shown in Exhibit 1) will extend into a residential area that will be tributary to a future large diameter trunk storm sewer (to be constructed by IDOT in future years along with a dedicated outfall to the Des Plaines River); and

WHEREAS, the Village intends to design, construct, operate, maintain, and own the proposed stormwater infrastructure; and

WHEREAS, the Village's plans to construct the proposed stormwater infrastructure may be accomplished more effectively, economically, and comprehensively with the Village and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on September 2, 2021, MWRDGC's Board of Commissioners authorized MWRDGC to enter into an intergovernmental agreement with the Village; and

WHEREAS, on October 19, 2021, the President and Board of Trustees of the Village of Maywood, Cook County, Illinois authorized the Village to enter into an intergovernmental agreement with MWRDGC; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the Village and MWRDGC agree as follows:

Article 1. Incorporation of Recitals

The above recitals are incorporated by reference and made a part of this Agreement.

Article 2. Scope of Work

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of the separate storm sewers including, but not limited to, Phase I and Phase IA as defined in Exhibit 1. These improvements ("Project") are categorized by MWRDGC as "local stormwater infrastructure."

2. The Village, at its sole cost and expense, will prepare construction drawings, specifications, and details (“Construction Documents”) for the Project.
3. The Project will realize the Public Benefit of helping to alleviate flooding within and around the Project area, as shown in Exhibit 1.
4. The Village will provide MWRDGC with a copy of thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents for MWRDGC’s approval as to the Public Benefit.
5. Upon execution of this Agreement and until commencement of Project construction, the Village will provide monthly updates to MWRDGC on (1) the status and progress of Project design; and (2) the schedule for Bid Advertisement and Award for the Project.
6. MWRDGC will review and provide written comments to the Village as to the Public Benefit within thirty (30) calendar days of receipt of the thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents. The Village will incorporate MWRDGC’s review comments into the Construction Documents.
7. Upon award of any Project-related construction contracts, the Village will provide monthly updates to MWRDGC as to (1) construction progress; and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days upon final completion of the construction project.
8. After construction, the Village will provide MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.
9. MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based on MWRDGC’s review of the final Construction Documents—including any addenda, change orders, shop drawings, or field changes—it determines that the Project will not provide the intended Public Benefit.
10. Although MWRDGC will reimburse the Village for a portion of the Project, the Village bears sole responsibility for the overall cost, expense, and payment for the Project, which the Village will construct in accordance with the final Construction Documents.
11. To the extent practicable, the Village, its agents, contractors, or employees will use MWRDGC’s biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, MWRDGC will provide

biosolids free of charge. The Village may be required to arrange and pay for the transportation necessary to deliver the biosolids to the Project area.

12. The Village will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village will consider and act in general accord with the applicable standards of MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached to this Agreement as Exhibit 2), when advertising and awarding the construction contracts. The Village will also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event will the Village's requirements fall below MWRDGC's applicable general standards. Although the Village need not include the attached Exhibit 2 as part of its bid documents, the Village is responsible for ensuring that these applicable minimum requirements are met.
13. The Village agrees that the Project is a "Covered Project" as defined in MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 3). As such, the Village agrees to be obligated as MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event will the Village's requirements fall below the standards for "Covered Projects" detailed in it. Although the attached Exhibit 3 need not be included as part of the Project's bid documents, the Village is responsible for ensuring that its applicable minimum requirements are met.
14. The Village must comply with the applicable portions of MWRDGC's Affirmative Action Ordinance and Diversity Policies. Revised Appendix D governs Affirmative Action goal requirements for subcontracting with Minority- and Women-owned Small Business Enterprises (attached to this Agreement as Exhibit 4). Appendix V governs the diversity policy requirements for subcontracting with Veteran-owned Small Business Enterprises (attached to this Agreement as Exhibit 5.) Collectively these goals are referred to as "participation goals."

15. The Village **must** meet the following participation goals applicable to the Project before construction is completed:
- a. twenty percent (20%) of the total amount of reimbursement provided by MWRDGC for the Project must be applied to work performed by Minority-owned Business Enterprises (“MBE”); and
 - b. ten percent (10%) of the total amount of reimbursement provided by MWRDGC for the Project must be applied to work performed by Women-owned Business Enterprises (“WBE”); and
 - c. ten percent (10%) of the total amount of reimbursement to be provided by MWRDGC for the Project must be applied to work performed by Small Business Enterprises (“SBE”).
16. The Village **should** meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement to be provided by MWRDGC for the Project should be applied to work performed by Veteran-owned Small Business Enterprises (“VBE”).
17. The determination as to whether the Village has complied with the requirements of this Agreement by attaining MWRDGC’s participation goals is solely in MWRDGC’s discretion. If the Village fails to attain each goal as determined by MWRDGC, MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to attain the participation goal(s).
18. The Village will provide MWRDGC access to inspect, with reasonable notice, any records or documentation related to the Village’s compliance with MWRDGC’s participation goals and requirements.
19. To evidence compliance with MWRDGC’s participation goals, the Village must submit the following items to MWRDGC’s Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan for MBE/WBE/SBE participation, attached to this Agreement as Exhibit 6 and a completed VBE Commitment Form, attached to this Agreement as Exhibit 7; and (2) a current letter from a certifying agency that verifies as appropriate the MBE/WBE/SBE/VBE status of each vendor listed as a subcontractor on the MBE/WBE/SBE Utilization Plan and/or VBE Commitment Form. A certification letter will be deemed current so long as its expiration date is after the date of the Utilization Plan or

Commitment Form. Failure to timely submit a Utilization Plan, Commitment Form or certifying letter may result in a payment delay or denial.

20. Together with each and every Reimbursement Request, the Village must submit to MWRDGC the following: (1) a MBE/WBE/SBE and VBE Status Report (“Status Report”), attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.
21. The Village will comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor’s official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of this Agreement.
22. The Village, at its sole cost and expense, will provide (1) the final design of the Project; (2) land acquisition and remediation, if any; and (3) construction oversight and administrative support for the Project.
23. The Village will submit an Operation and Maintenance Plan (hereinafter the “O&M Plan”) for MWRDGC’s review and approval. The O&M Plan will be included as part of the Agreement as Exhibit 9. At its sole cost and expense, the Village will operate and maintain the Project in accordance with the O&M Plan.
24. MWRDGC will reimburse the Village for fifty-four and 35/100 percent (54.35%) of the total construction cost of the Project, but in no event will the total amount exceed Four Million and 00/100 Dollars (\$4,000,000.00) (the “Maximum Reimbursement Amount”). For purposes of this Agreement, “construction” will mean all work necessary to build the Project as depicted in the Construction Documents. The Village will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. The Village will be solely responsible for change orders, overruns, or any other increases in the cost of the Project. All funding provided by MWRDGC will be exclusively to reimburse the Village for construction of the Project.

25. MWRDGC will disburse funds to the Village in accordance with the following schedule:

- a. Fifteen percent (15%) at receipt of Reimbursement Request for fifteen percent (15%) completion of construction;
- b. Fifteen percent (15%) at receipt of Reimbursement Request for thirty percent (30%) completion of construction;
- c. Fifteen percent (15%) at receipt of Reimbursement Request for forty-five percent (45%) completion of construction;
- d. Fifteen percent (15%) at receipt of Reimbursement Request for sixty percent (60%) completion of construction;
- e. Fifteen percent (15%) at receipt of Reimbursement Request for seventy-five percent (75%) completion of construction;
- f. Fifteen percent (15%) at receipt of Reimbursement Request for ninety percent (90%) completion of construction; and
- g. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover fifty-four and 35/100 percent (54.35%) of the Project cost will be paid upon receipt of invoices for final completion and after final inspection by MWRDGC.

The Village must submit invoices for the representative percentage of construction within thirty (30) calendar days of meeting its respective completion percentage, through ninety percent (90%) completion, and within sixty (60) calendar days of final completion for the final reimbursement cost. MWRDGC will only pay invoices submitted in strict accordance with the foregoing schedule. MWRDGC may opt to not pay any late Reimbursement Request or invoices.

26. MWRDGC's Maximum Reimbursement Amount under this Agreement is based on the funding amount that MWRDGC's Board of Commissioners approved and appropriated for the calendar year in which the Agreement is executed. Any additional funding from MWRDGC beyond that which was approved and appropriated for the initial calendar year is subject to the approval of MWRDGC's Board of Commissioners.

27. The Village is responsible for all other Project costs including engineering, property acquisition, other design-related costs, construction inspection, and the remainder of the construction cost that is not reimbursed by MWRDGC.

28. As a condition for reimbursement, the Village must submit copies of construction invoices to MWRDGC for review along with the respective Reimbursement Requests.
29. MWRDGC may terminate this Agreement if: (a) the Village does not award construction of the Project within two (2) years from the date of execution of the IGA; or (b) the Project is not completed in accordance with the Construction Documents within two (2) years of the Village's initial award of a construction contract related to the Project. If the MWRDGC elects to terminate this Agreement based on expiration of the two (2) year completion period, then the Village must return all funds provided by MWRDGC within fourteen (14) calendar days of termination. In its sole discretion, MWRDGC may approve an extension prior to the expiration of the two (2) year award period or two (2) year completion period for delays outside the Village's control and where the Village made good faith efforts to advance the project.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The Village will obtain all federal, state, county, and local permits required by law for the construction of the Project and will assume any costs in procuring said permits. Additionally, the Village will obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project and will assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Village will obtain all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests

1. If the Project Site is located entirely within a right of way or perpetual easement or on other property represented to be owned solely by and within the Village, prior to execution of this Agreement, the Village must have an enforceable property interest in the Project site and provide proof of that interest to MWRDGC. If the Project site is situated entirely in a right of way or perpetual easement or on other property owned solely by and within the Village, and no proof of dedication, perpetual easement, or ownership is available, the Village may request and submit the form affidavit that MWRDGC will provide which must be executed

by an authorized officer of the Village. Acceptance of the affidavit is at the MWRDGC's discretion. Exhibit 10 appended to this Agreement contains the executed affidavit or, in the alternative, all relevant documentary evidence of dedication, perpetual easement, or ownership.

2. For all surrounding property impacting or being impacted by the Project, prior to starting construction of the Project, the Village will acquire any temporary or permanent easements, license agreements, or fee simple title necessary for access to the Project site as well as construction and maintenance of the Project. Any property interests acquired by the Village must be consistent with MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5 of this Agreement.
3. Should acquisition of property interests via condemnation be necessary, the Village will incur all associated costs, including purchase price and/or easement fee as well as any attorney's fees.
4. The Village will record all easements, licenses, or deeds acquired for the Project.
5. The Village will own all the improvements constructed for the Project. Nothing in this Agreement creates an ownership or property interest for MWRDGC in any part of the Project.
6. The Village may not lease the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, to a third-party during the term of the IGA without the MWRDGC's prior written approval. The Village must provide the MWRDGC with at least sixty (60) days' written notice of the date on which it intends to execute a lease.
7. The Village may not sell or transfer ownership of the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, during the term of the IGA without the MWRDGC's prior written approval. The Village must provide the MWRDGC with sixty (60) days' written notice of the date on which it intends to sell or transfer the property.

Article 5. Maintenance

1. The Village, at its sole cost and expense, will perpetually maintain the separate storm sewers and any other associated appurtenances in accordance with the O&M plan approved by MWRDGC.

2. The Village must conduct annual inspections to ensure adequate maintenance of the Project. The Village will prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended Public Benefit. The annual inspection report must either be stamped by a Professional Engineer licensed by the State of Illinois or signed by the head of the department responsible for maintenance duties. The stamped or signed annual inspection report will be provided to MWRDGC within thirty (30) calendar days of completion, and the Village must submit annual reports to MWRDGC by December 31st of each following year for three (3) years following final completion, and upon request by MWRDGC afterwards.
3. MWRDGC will have the right (including any necessary right of access) to conduct its own inspection of the constructed Project upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of MWRDGC, MWRDGC may issue a thirty (30) day written notice by certified or registered mail or electronic mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) calendar days after such notice, MWRDGC may cause such maintenance to be performed and the Village will pay MWRDGC the entire cost MWRDGC incurred to perform the required maintenance.
5. In addition to paragraph 4 above, if the MWRDGC determines that the Village has failed to maintain the Project's improvements to provide the intended Public Benefit, MWRDGC may require the Village to repay some or all the funding that MWRDGC provided under this Agreement. The amount of repayment is at the sole discretion of the MWRDGC.
6. In performing its obligations under this Article, the Village will comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

1. Bid Advertisement. The Village will provide MWRDGC with thirty (30) calendar days' notice prior to Bid Advertisement for the Project.
2. Construction. The Village will provide MWRDGC with a construction schedule and a minimum of seventy-two (72) hours' notice before the following project milestones:
 - Start of work

- Substantial completion
- Completion of work

Article 7. Termination by the Village

Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to MWRDGC in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project. The Village will return all Project-related funds received from MWRDGC no later than fourteen (14) calendar days following its termination of the Agreement.

Article 8. Termination by MWRDGC

Prior to Bid Advertisement of the Project, MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project.

Article 9. Effective Date

This Agreement becomes effective on the date that the last signature is affixed to the signature pages.

Article 10. Duration

Subject to the terms and conditions of Articles 8 and 9 above, this Agreement will remain in full force and effect for perpetuity.

Article 11. Non-Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

Article 12. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement will be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted in this Agreement, nor will he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 13. Indemnification

The Village will defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Party") from liabilities of every kind, including

losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

Article 14. Representations of the Village

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The Village's allocated funds as described in Article 2 are separate from and in addition to the funds MWRDGC will provide under this Agreement.

Article 15. Representations of MWRDGC

MWRDGC covenants, represents, and warrants as follows:

1. MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of MWRDGC are duly authorized to sign on behalf of and to bind MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of its terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of MWRDGC or any instrument to which MWRDGC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 16. Disclaimers

This Agreement is not intended, nor will it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement will be construed to establish a contractual relationship between MWRDGC and any party other than the Village.

Article 17. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver will be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 18. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 19. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary, to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village will provide MWRDGC with a full-sized copy of "As-Built" drawings for the Project. The drawings will be affixed with the "As-Built" printed mark and must be signed by both the Village resident engineer and the contractor.

Article 20. Compliance with Applicable Laws and Deemed Inclusion of Same

The Parties agree to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by

either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement will comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth in this Agreement.

Article 21. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations may be implied that are not expressly set forth in this Agreement.

Article 22. Amendments

This Agreement cannot be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 23. References to Documents

All references in this Agreement to any exhibit or document will be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 24. Judicial and Administrative Remedies

The Parties agree that this Agreement and any subsequent Amendment will be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is an appropriate court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of MWRDGC or the Village will be cumulative, and election by MWRDGC or the Village of any single remedy will not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 25. Notices

Unless otherwise stated in this Agreement, all notices given in connection with this Agreement will be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below. All notices will be sent by personal delivery,

overnight messenger service, first class registered or certified mail with postage prepaid and return receipt requested, or by electronic mail. A written notice will be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight courier service, on the next business day following deposit with the overnight courier; (c) with respect to notices sent by mail, two calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (d) with respect to notices sent electronically by email, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. In the heading of all notices, the Parties must identify the project by stating as follows: "IGA between the Village of Maywood and MWRDGC for the Van Buren & 5th Area Storm Relief Project."

The Parties must address all notices referred to in this Agreement, or that either Party desires to give to the other, as set forth in Article 26, unless otherwise specified and agreed to by the Parties.

Article 26. Representatives

Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement.

For MWRDGC:	For the Village:
Director of Engineering	Planner / Zoning Officer
Metropolitan Water Reclamation District of Greater Chicago	Nalini Johnson
100 East Erie Street	40 West Madison Street
Chicago, Illinois 60611	Maywood, IL 60153
Phone: (312) 751-7905	Phone: (708) 450-4411
Email: oconnorc@mwrld.org	Email: njohnson@maywood-il.org

Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative's name, address, telephone number, and email address.

Article 27. Interpretation and Execution

1. The Parties agree that this Agreement will not be construed against a Party by reason of who prepared it.

2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties will execute this Agreement in quadruplicate with original signatures unless the Parties otherwise agree.

Article 28. Exhibits and Attachments

The following Exhibits are attached and incorporated into this Agreement, with amended versions attached, as applicable:

- | | |
|--------------------|--|
| Exhibit 1: | Project Vicinity Map and Project Conceptual Drawing |
| Exhibit 2: | MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 |
| Exhibit 3: | MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) ("MPLA") |
| Exhibit 4: | Affirmative Action Ordinance, Revised Appendix D |
| Exhibit 5: | Veteran's Business Enterprise Contracting Policy, Appendix V |
| Exhibit 6: | M/W/SBE Utilization Plan |
| Exhibit 7: | VBE Commitment Form |
| Exhibit 8: | Affirmative Action Status Report |
| Exhibit 9: | Operation and Maintenance Plan, Inspection Log |
| Exhibit 10: | Project site property interest documents or Affidavit |

The Metropolitan Water Reclamation District of Greater Chicago and the Village of Maywood have executed this Agreement, by their authorized officers, duly attested and their seals affixed, and this Agreement shall be in full force and effect as of the last attested date.

VILLAGE OF MAYWOOD

BY: _____
Nathaniel George Booker, Mayor

Date: _____

ATTEST:

Gwaine Dianne Williams, Village Clerk

Date _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Date

Executive Director

Date

ATTEST:

Clerk

Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Director of Engineering

Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Date

General Counsel

Date

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF
THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS
(Cost Sharing For 2021 I-290 Corridor Storm Relief Project)**

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Gwaine Dianne Williams, Village Clerk

[SEAL]