



**NOTICE AND AGENDA FOR
COMMITTEE OF THE WHOLE MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
WEDNESDAY, NOVEMBER 3, 2021
AT 7:00 P.M.
COUNCIL CHAMBERS
125 SOUTH 5TH AVENUE
MAYWOOD, ILLINOIS**

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".

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, OCTOBER 5, 2021. 5

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 September 30, 2021. 10

B. Discussion of Property Tax Levy Recommendation. 56

8. PUBLIC COMMENTS:

9. VILLAGE PRESIDENT REPORT AGENDA ITEM(S):

A. Status Report regarding: Video presentation of Maywood Fest

B. Photos and Presentation for New Businesses in Maywood.

C. Semi-annual review of Liquor License holders. 163

D. Discussion and Consideration to draft Maywood Park District Management Agreement 164

E. Discussion regarding Tree Lighting Ceremony and Village Holiday decoration

10. VILLAGE MANAGER REPORT AGENDA ITEM(S):

A. Leaf Season Report.

B. Renovations for the Multi-Purpose Building.

C. POLCO Quote Report.

D. Request for introduction of new Executive Assistant Lynda Solivan by Chief Willis.

E. 21st Avenue CDBG Roadway Improvement Agreement- Hancock Engineering.

1) Hancock Engineering Memo 188

2) VOM and Hancock Engineering Agreement 191

F. Discussion Only: of recommendations from the Community Development Department and Plan Commission of:

1) Request to replace fence at 1310 South 4th avenue 210

2) Proposed Preliminary Plat of Vacation - Alley 214

3) Plat of Survey of 1310 S 4th Ave. *showing the proposed location of the fence.* 215
Plat of Survey of 1310 S 4th Ave. *showing proposed location of the fence.*

4) Proposed concept plan for 1243 S. 5th Avenue 216

5) Plat of Survey for 1243 S. 5th Avenue

G. Discussion and consideration: Developer Presentation for Tax Reactivation Sale: 1000 S. 19th Avenue. (Attachment) - Community Development

1) Developer Presentation for Tax Reactivation Sales at 1000 S 19th Avenue 217

H. ProChamps Proposal.

I. Janitorial Contract - Bid Waiver in Lieu of Solicitation of Competitive Proposals

J. Discussion and consideration of a replacement lighting cabinet on the southwest corner of 5th Avenue and Green. 222

11. VILLAGE ATTORNEY REPORT AGENDA ITEM(S): 230

A. Status of New Illinois Law: Vendor Information Reporting Requirements (35 ILCS 200/18-50.2)

B. Status of Turnover of Phase I Parks to Maywood Park District.

C. Status of 415 Roosevelt Road Tax Deed Project.

12. TRUSTEE COMMITTEE REPORTS:

A. Planning and Development

B. Fiscal Accountability and Government Transparency

C. Community Policing and Public Safety

D. Engagement and Communications

E. Infrastructure and Sustainability

F. Ordinance and Policy

13. NEW BUSINESS ITEM(S): (DISCUSSION AND RECOMMENDATION ONLY)

- A. Discussion and recommendation of: A Resolution Approving the Regular Meeting Schedules of the Committee of the Whole of the Board of Trustees and the Board of Trustees of the Village of Maywood for Calendar Year 2022, with a cover memo dated October 27, 2021 from Klein, Thorpe and Jenkins, Ltd 232
- B. Discussion and recommendation of: A Resolution Authorizing the Approval and Execution of an Intergovernmental Agreement between the Village of Maywood and the Illinois Department of Transportation regarding costs, maintenance and other issues related to Traffic Signals and other Traffic Control Devices on state roadways, with a cover memo dated October 27, 2021 from Klein, Thorpe and Jenkins, Ltd.
- C. Discussion and recommendation of: Resolution Authorizing the Approval and Execution of a Professional Engineering Services Agreement with Edwin Hancock Engineering Company for Phase II Design Engineering Services for the 19th Avenue Roadway Improvement Project (Madison Street to Oak Street), with a cover memo dated October 27, 2021 from Klein, Thorpe and Jenkins, Ltd 238
- D. Discussion and recommendation of: Resolution Approving the Agreement between the Village of Maywood and the Edwin Hancock Engineering Company for furnishing Professional Engineering Services for the 21st Avenue Improvements Project (Harrison Street to Van Buren Street), and for the Appropriation and Expenditure of FY 2021 CDBG Program Funds and General Funds to pay for the Preliminary and Design Engineering Services and Construction Engineering Services related to the Project, with a cover memo dated October 27, 2021 from Klein, Thorpe and Jenkins, Ltd 264
- E. Discussion and recommendation of: Tentative Village of Maywood Fiscal Adoption Schedule for 2021 Real Estate Tax Levy.
- 1) Notice of Proposed Real Estate Tax Levy Public Hearing for the Village of Maywood for Year 2021.
 - 2) Resolution determining the Estimated Village of Maywood Real Estate Tax Levy for Year 2021.
 - 3) Ordinance of the Board of Trustees of the Village of Maywood, Cook County, Illinois providing for the Levy, Assessment and Collection of Taxes for the Year 2021 Tax Levy, with Certification of Compliance with Truth in Taxation Law.
 - 4) Tentative Village of Maywood Fiscal Adoption Schedule for 2021 Real Estate Tax Levy and 2022/2023 Operating Budget dated September 1, 2021. 294

14. OLD BUSINESS ITEM(S): (DISCUSSION AND RECOMMENDATION ONLY)

- A. Ordinance Amending Various Sections of Chapter 30 (Village Administration and Chapter 37 (Civil Emergencies) of Title 3 (Administration) of the Maywood Village Code to Create the Department of Homeland Security and Emergency Management in Place of the Village Emergency Services and Disaster Agency, with a cover memo dated October 27, 2021 from Klein, Thorpe and Jenkins, Ltd. 318 324

15. OTHER MATTERS

16. FOR DISCUSSION ONLY ITEM(S):

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)(5)).

D. Purchase of 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, OCTOBER 5, 2021

Call to Order

The Committee of the Whole Meeting of Tuesday, October 5, 2021, was called to order by Mayor Nathaniel George Booker at 7:03 p.m. in the Council Chambers at 125 South 5th Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Gwaine Dianne Williams, Village Clerk, the following answered Present: Mayor Nathaniel George Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers, M. Lightford (7:15 p.m.) and I. Brandon. Absent: None. There being a Quorum present, the meeting was convened.

Staff Attendance:

Chasity Wells-Armstrong, Village Manager
Roseann Bautista, Human Resource Director
Lanya Satchell, Finance Director
LaSondra Banks, Community Engagement Director
Angela Smith, Director of Community Development
Walter Duncan, Building and Code Enforcement Director
Elijah Willis, Police Chief
Craig Bronaugh Jr., Fire Chief
John West, Public Works Director
Michael Jurusik, Village Attorney
Gwaine Dianne Williams, Village Clerk
Tom Pavlik, Village Deputy 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.

Approval of minutes for the Combined Committee of the Whole Meeting of the Board of Trustees Tuesday, September 7, 2021.

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

Discussion: None

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

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

Oaths, Reports, Proclamations, Announcements and Appointments:

- Mayor Booker and Trustee Brandon made announcements of public interests.
- Manager Wells-Armstrong announced Elijah Willis as the new Police Chief and Angela Smith as the new Director of Community Development. Clerk Williams administered Oaths to Chief Willis and Director Smith.

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.

Director Satchell gave an overview.

Public Comments: E. Perkins, M. Larry, C. Sharp, R. Rodriguez, Rosette and T. Hernandez. Mayor Booker responded to public comments.

Village President Report Agenda Item(s):

- A. Discussion on Police Department September 2021 Update. Mayor Booker gave an overview.
- B. Discussion on Collaborative Crisis Unit. Mayor Booker showed a PowerPoint Presentation.
- C. Discussion on Lead Service Lines. Mayor Booker gave an overview.
- D. Discussion on Cook County Treasurer's Office 2018 Tax Service. Mayor Booker gave an overview.
- E. Discussion on Property Tax for Appeals and Exemptions.
- F. Discussion on Christian Unity Church. Consensus to move forward and refer information to the Village Manager.
- 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. Consensus for a community meeting on October 26, 2021 at 6 p.m.

Village Manager Report Agenda Item(s):

- A. Discussion of Community Development Report/IML Conference Update. Director Smith gave an update.
- B. A report to provide an update of Building and Code Enforcement Initiatives. Director Duncan gave an update.
- C. Discussion and consideration of Maywood, IL Police Department Analysis Homeland Security and Management.
1. Review of History and Statement document.
 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).
 2. Ordinance No. CO 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).

Mayor Booker made comments regarding an update on funding and mentioned the subject will be on the next agenda for adoption.

- D. Consideration of appointment for Village of Maywood Police Chief. Discussed under announcements.
- E. Discussion of a Memorandum by Fire Chief Bronaugh Regarding additional roof work for Fire Station No. 1. Chief Bronaugh gave an overview of the request.

- 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).

Director Smith and a Bharuch LLC agent gave an overview.

- 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.

Director Smith gave an overview.

- 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 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).

Director Smith agent gave an overview.

1. Manager Wells-Armstrong gave the following updates:

- a. regarding a blind spot on 20th Avenue and Madison Street, recommend discussion at a future Board meeting.
- b. recommendation to discontinue duplicate Notice publication expense with Village Free Press as a cost-saving measure, as other newspapers provide broader circulation and more flexibility with schedules - the Board had no objections to the recommendation;
- c. briefing on employee COVID-19 vaccination/testing requirements expenditures for the village; and
- d. consideration of Board discussion regarding the Maywood Park District request to use front concession area of the 200 Building for Wednesday Sport Events on Saturdays from 8:00 to 2:00 p.m. and Fridays from 3:00 to 7:00 p.m. for Board discussion;
- e. no objections to my recommendation for cost-saving measures to discontinue use of an additional newspaper for circulation purposes.

Village Attorney Report Agenda item(s): None

Trustee Committee Reports:

- A. Planning and Development (*assisted by the Community Development Department*)

1. September 27 Committee Meeting Minutes. Trustee Sanchez recommended the 4th Monday at 6 p.m.

Trustee Committee Reports (cont'd):

- B. Fiscal Accountability and Government Transparency (*assisted by the Finance Department*)
 - 1. Review of the agenda for FAGT (Fiscal Accountability & Government Transparency) Meeting. Trustee Jones recommended the 3rd Monday at 5:30 p.m.
- C. Community Policy and Public Safety (assisted by the Chiefs of Police and Fire). Trustee Peppers recommended the 4th Thursday at 6:00 or 6:30 p.m.
- D. Engagement and Communications (assisted by the Community Engagement Director). Trustee Brandon recommended 3rd Monday at 6:30 p.m.
- E. Infrastructure and Sustainability (assisted by the Public Works and Building & Code Department). Trustee Lightford mentioned a Solar Presentation at the next meeting.
- F. Ordinance and Policy
 - 1. September 27 Committee Meeting Minutes w/attachments. Trustee Reyes-Plummer reviewed committee minutes.

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".
Manager Wells-Armstrong gave an overview for additional IT Support.
- B. Discussion and recommendation of: An Independent Contractor Agreement – Cleaning Services Vendor – Chicago Cleaning Concierge.
Manager Wells-Armstrong recommended moving forward with the new cleaning service company Chicago Cleaning Concierge.
- C. Discussion of: Tentative Village of Maywood Fiscal Adoption Schedule for 2021 Real Estate Tax Levy.
Attorney Jurusik gave an overview of the approval process.

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).
No Discussion
- 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".
Attorney Jurusik made comments on behalf of the Engineer Peterhansen.

Other Matters: None

For Information Only: None

Closed Meeting Item(s): None

Adjournment: Motioned by Trustee Brandon and Seconded by Trustee Lightford to adjourn the Special Village Workshop Meeting at 9:48 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
September 30, 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: October 26, 2021

RE: FY'2022 - Period 5 Analysis (September 1, 2021 – September 30, 2021)

Attached please find the Detailed Revenue and Expense Report for 5 months ending September 30, 2021. Upon review of the report, you will find that with 42% of the Fiscal Year having elapsed and most departments have operated within the same percentage of their budgets with very little change from the prior period.

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 September and year to date totals. As of September 30, 2021, Revenue reflects 39% (\$12,260,948.81) of the total budgeted amount up from 18% in the prior month. Please keep in mind that \$1,574,098.00 (01-10-30330) is ARPA funding and will be moved from the Corporate Fund to its own Fund for accurate monitoring. Additionally, \$2,600,000.00 (01-10-30550) was received from Safety National to fund a settlement request. These factors considered, revenue grew by 7% or 25% of the total budget (\$8,086,850.41).

Expenses

As of September 30, 2021, total expenditures for the Corporate Fund reflect 25.6% (7,957,212) of the total budgeted amount. At the end of period five (5), it's fair to say that revenues and expenses are stable and do not reflect deficit spending. Continued monitoring of the budget should aid in continuing this trend.

Other Major Funds

Motor Fuel reflects total fund revenue of 75% with total fund expenditures of 10%. 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 September 30, 2021, the Water Fund reflects total fund revenue of 41% and total expenditures of 26%. After four periods, the Fund reflects a surplus of \$1.4M - 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)	106,696	89,114	28,704	224,514
October (July)				
November (August)				
December (September)				
January (October)				
February (November)				
March (December)				
April (January)	-	-	-	-
TOTAL	488,168	399,093	130,887	1,018,148

<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)			16,270
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	189,202
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>1,448,456</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	76,341
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>358,838</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	26,277
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>130,623</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	76,062
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>263,500</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	16,587
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	50,649	54,116	
	<u>452,583</u>	<u>408,274</u>	<u>436,754</u>	<u>133,783</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	7,295
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>34,809</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	2,996
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>14,302</u>

VILLAGE OF MAYWOOD
FY2021-2022 Budget Analysis
FISCAL YEAR TO DATE AT SEPTEMBER 30, 2021

		SEPTEMBER ACTUAL	YTD ACTUAL	FY'22 BUDGET	% USED
01-10-30125	ADMINISTRATIVE HEARINGS	2,900.00	7,469.00	25,000.00	14.5
01-10-30126	COMPLIANCE TICKETS	-	1,650.00	7,500.00	17.3
01-10-30160	BOOT CHARGES	-	-	10,000.00	0.0
01-10-30235	CODE VIOLATIONS	550.00	8,850.00	-	
01-10-30290	FINES/ FORFEITURES	-	350.00	15,000.00	2.3
01-10-30365	JUDGEMENTS & LIENS	6,877.75	19,830.75	55,000.00	36.1
01-10-30445	IL DEBT RECOVERY PROGRAM	1,147.89	28,829.86	150,000.00	19.2
01-10-30450	REDLIGHT REVENUE	45,079.00	83,843.95	100,000.00	83.8
01-10-30460	PARKING FINES	9,765.00	44,640.00	250,000.00	17.9
01-10-30500	POLICE TOWING	16,471.00	62,937.00	150,000.00	42.0
01-10-30519	POLICE SEIZURES	-	393.37	30,000.00	1.3
01-10-30521	POLICE TRAFFIC ENFORCEMENT	-	6,027.75	17,500.00	34.4
	TOTAL FINES	82,790.64	264,821.68	810,000.00	32.7
01-10-30130	AMBULANCE & RESCUE FEES	76,284.24	395,696.97	525,000.00	75.4
01-10-30140	ANIMAL RELEASE	265.00	1,765.00	2,500.00	70.6
01-10-30150	BOARD UP	-	-	1,000.00	0.0
01-10-30170	BUILDING PERMITS	26,871.50	516,751.78	350,000.00	147.6
01-10-30175	ENTERPRISE ZONE	-	-	20,000.00	0.0
01-10-30211	CLERK'S OFFICE FEES	3,350.00	3,736.30	1,500.00	249.1
01-10-30220	FRANCHISE FEES	-	77,123.68	250,000.00	30.8
01-10-30230	CERTIFICATE OF INSPECTION	5,850.00	25,790.00	50,000.00	51.6
01-10-30280	ELEVATOR INSPECTIONS	-	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	125.00	1,306.00	1,000.00	130.6
01-10-30480	VACANT BLDG REGISTRATION	3,250.00	18,500.00	50,000.00	37.0
01-10-30516	POLICE/FIRE REPORTS	-	245.00	5,000.00	4.9
01-10-30630	TRANSFER STAMPS	24,890.00	169,006.00	250,000.00	67.6
01-10-30760	50 / 50 SIDEWALK	100.00	12,615.15	15,000.00	84.1
	TOTAL FEES	140,985.74	1,225,087.88	1,564,432.00	78.3
01-10-30200	BUSINESS LICENSE	-	42.00	80,000.00	0.1
01-10-30240	CONTRACTORS LICENSE	4,735.00	25,825.00	60,000.00	43.0
01-10-30250	DOG TAGS	70.00	370.00	2,500.00	14.8
01-10-30390	LIQUOR LICENSE	-	-	55,000.00	0.0
01-10-30470	PARKING PERMITS	101.00	4,676.00	10,000.00	46.8
01-10-30650	VEHICLE STICKERS	1,038.00	5,364.50	300,000.00	1.8
	TOTAL LICENCES	5,944.00	36,277.50	507,500.00	7.1
01-10-30370	INTEREST	50.93	279.07	2,000.00	14.0
01-10-30720	ZBA HEARINGS	-	-	250.00	0.0
01-10-30620	SUMMARY ABATEMENT	-	-	1,000.00	0.0
	TOTAL SERVICE CHARGE	50.93	279.07	3,250.00	8.6
01-10-30330	GRANTS	1,622,366.00	1,718,026.00	25,000.00	6872.1
	TOTAL GRANTS	1,622,366.00	1,718,026.00	25,000.00	6872.1

		SEPTEMBER ACTUAL	YTD ACTUAL	FY'22 BUDGET	% USED
01-10-30520	COOK COUNTY PTAX	1,485,172.55	2,154,878.78	12,781,927.95	16.9
01-10-30522	SALES TAX	224,514.21	1,018,147.66	1,500,000.00	67.9
01-10-30523	INCOME TAX	189,202.30	1,448,456.19	2,425,000.00	59.7
01-10-30524	PERS PROP REPLACE TAX	-	479,538.15	625,000.00	76.7
01-10-30526	LOCAL USE TAX	76,341.04	358,837.60	700,000.00	51.3
01-10-30529	TELECOMMUNICATIONS TAX	26,276.66	130,622.81	425,000.00	30.7
01-10-30531	COMM ED UTAX	76,062.13	263,500.05	700,000.00	37.6
01-10-30532	NI GAS UTAX	16,587.33	133,783.27	350,000.00	38.2
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	7,295.13	34,808.84	25,000.00	139.2
01-10-30547	CANNABIS USE TAX - NEW	2,996.41	14,301.82	20,000.00	71.5
	TOTAL TAXES	2,104,447.76	6,036,875.17	27,748,980.95	21.8
01-10-30260	DONATIONS	(15,543.15)	581.85	3,500.00	16.6
01-10-30410	MAINTENANCE OF HIGHWAYS	82,308.37	181,054.84	45,000.00	402.3
01-10-30440	MISC	2,311.00	20,582.35	100,000.00	20.6
01-10-30550	REIMBURSEMENTS TO VILLAGE	2,610,175.12	2,754,428.07	150,000.00	1836.3
01-10-30590	SALE OF PROPERTY	9,038.00	10,022.00	150,000.00	6.7
01-10-30600	SPECIAL SIGNS	-	149.40	750.00	19.9
01-10-30730	ZONING MAPS	3,600.00	3,600.00	250.00	1440.0
	TOTAL OTHER	2,691,889.34	2,970,418.51	449,500.00	660.8
	GRAND TOTAL	6,648,474.41	12,251,785.81	31,108,662.95	39.4
		6,648,474.41	12,251,785.81		
		-	-		

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
CORPORATE					
01-10-30125 ADMINISTRATIVE HEARINGS	2,900.00	7,469.00	25,000.00	17,531.00	29.9
01-10-30126 COMPLIANCE TICKETS	.00	1,650.00	7,500.00	5,850.00	22.0
01-10-30130 AMBULANCE & RESCUE FEES	76,284.24	395,696.97	525,000.00	129,303.03	75.4
01-10-30140 ANIMAL RELEASE	265.00	1,765.00	2,500.00	735.00	70.6
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	26,871.50	516,751.78	350,000.00	(166,751.78)	147.6
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	3,350.00	3,736.30	1,500.00	(2,236.30)	249.1
01-10-30220 FRANCHISE FEES	.00	77,123.68	250,000.00	172,876.32	30.9
01-10-30230 CERTIFICATE OF INSPECTION	5,850.00	25,790.00	50,000.00	24,210.00	51.6
01-10-30235 CODE VIOLATIONS	550.00	8,850.00	.00	(8,850.00)	.0
01-10-30240 CONTRACTORS LICENSE	4,735.00	25,825.00	60,000.00	34,175.00	43.0
01-10-30250 DOG TAGS	70.00	370.00	2,500.00	2,130.00	14.8
01-10-30260 DONATIONS	(15,543.15)	581.85	3,500.00	2,918.15	16.6
01-10-30280 ELEVATOR INSPECTIONS	.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	1,622,366.00	1,718,026.00	25,000.00	(1,693,026.00)	6872.1
01-10-30335 HEALTH INSPECTIONS	.00	.00	15,000.00	15,000.00	.0
01-10-30365 JUDGEMENTS & LIENS	6,877.75	19,830.75	55,000.00	35,169.25	36.1
01-10-30370 INTEREST	50.93	279.07	2,000.00	1,720.93	14.0
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	82,308.37	181,054.84	45,000.00	(136,054.84)	402.3
01-10-30440 MISC	2,311.00	20,582.35	100,000.00	79,417.65	20.6
01-10-30445 IL DEBT RECOVERY PROGRAM	1,147.89	28,829.86	150,000.00	121,170.14	19.2
01-10-30450 REDLIGHT REVENUE	45,079.00	83,843.95	100,000.00	16,156.05	83.8
01-10-30455 OCCUPANCY PERMIT	125.00	1,306.00	1,000.00	(306.00)	130.6
01-10-30460 PARKING FINES	9,765.00	44,640.00	250,000.00	205,360.00	17.9
01-10-30470 PARKING PERMITS	101.00	4,676.00	10,000.00	5,324.00	46.8
01-10-30480 VACANT BLDG REGISTRATION	3,250.00	18,500.00	50,000.00	31,500.00	37.0
01-10-30500 POLICE TOWING	16,471.00	62,937.00	150,000.00	87,063.00	42.0
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	1,485,172.55	2,154,878.78	12,781,927.95	10,627,049.17	16.9
01-10-30521 POLICE TRAFFIC ENFORCEMENT	.00	6,027.75	17,500.00	11,472.25	34.4
01-10-30522 SALES TAX	224,514.21	1,018,147.66	1,500,000.00	481,852.34	67.9
01-10-30523 INCOME TAX	189,202.30	1,448,456.19	2,425,000.00	976,543.81	59.7
01-10-30524 PERS PROP REPLACE TAX	.00	479,538.15	625,000.00	145,461.85	76.7
01-10-30526 LOCAL USE TAX	76,341.04	358,837.60	700,000.00	341,162.40	51.3
01-10-30529 TELECOMMUNICATIONS TAX	26,276.66	130,622.81	425,000.00	294,377.19	30.7
01-10-30531 COMM ED UTAX	76,062.13	263,500.05	700,000.00	436,499.95	37.6
01-10-30532 NI GAS UTAX	16,587.33	133,783.27	350,000.00	216,216.73	38.2
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	7,295.13	34,808.84	25,000.00	(9,808.84)	139.2
01-10-30547 CANNABIS USE TAX	2,996.41	14,301.82	20,000.00	5,698.18	71.5
01-10-30550 REIMBURSEMENTS TO VILLAGE	2,610,175.12	2,754,428.07	150,000.00	(2,604,428.07)	1836.3
01-10-30590 SALE OF PROPERTY	9,038.00	10,022.00	150,000.00	139,978.00	6.7
01-10-30600 SPECIAL SIGNS	.00	149.40	750.00	600.60	19.9

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 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	24,890.00	169,006.00	250,000.00	80,994.00	67.6
01-10-30650 VEHICLE STICKERS	1,038.00	5,364.50	300,000.00	294,635.50	1.8
01-10-30720 ZBA HEARINGS	.00	.00	250.00	250.00	.0
01-10-30730 ZONING MAPS	3,600.00	3,600.00	250.00	(3,350.00)	1440.0
01-10-30760 50 / 50 SIDEWALK	100.00	12,615.15	15,000.00	2,384.85	84.1
TOTAL CORPORATE	6,648,474.41	12,251,785.81	31,108,662.95	18,856,877.14	39.4
SPECIAL EVENT REVENUE					
01-21-30602 MAYWOOD FEST	8,288.00	9,163.00	.00	(9,163.00)	.0
TOTAL SPECIAL EVENT REVENUE	8,288.00	9,163.00	.00	(9,163.00)	.0
TOTAL FUND REVENUE	6,656,762.41	12,260,948.81	31,108,662.95	18,847,714.14	39.4

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VILLAGE CLERK</u>					
01-11-40100 STRAIGHT TIME	8,890.52	48,801.06	115,568.96	66,767.90	42.2
01-11-40310 SICK BUY BACK	.00	.00	1,500.00	1,500.00	.0
01-11-40400 FICA TAXES	637.12	3,518.27	8,841.03	5,322.76	39.8
01-11-40410 I.M.R.F.	182.80	1,003.17	4,629.11	3,625.94	21.7
01-11-40415 HEALTH/VISION/LIFE INSURANCE	3,183.86	15,919.30	45,540.46	29,621.16	35.0
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	187.57	1,103.01	4,500.00	3,396.99	24.5
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	115.00	825.85	1,300.00	474.15	63.5
01-11-56300 TRAINING/SEMINARS	.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	.00	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	.00	550.00	8,500.00	7,950.00	6.5
TOTAL VILLAGE CLERK	13,196.87	75,374.43	203,929.56	128,555.13	37.0
<u>VILLAGE MANAGER</u>					
01-12-40100 STRAIGHT TIME	18,352.40	109,504.31	203,150.16	93,645.85	53.9
01-12-40310 SICK BUY BACK	.00	.00	5,500.00	5,500.00	.0
01-12-40400 FICA TAXES	1,371.69	8,176.59	14,775.99	6,599.40	55.3
01-12-40410 I.M.R.F.	420.24	1,880.74	8,691.76	6,811.02	21.6
01-12-40415 HEALTH/VISION/LIFE INSURANCE	2,391.94	14,859.02	62,208.43	47,349.41	23.9
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	575.00	12,513.30	36,000.00	23,486.70	34.8
01-12-53800 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
01-12-54500 EQUIPMENT RENTAL/LEASE	1,066.44	3,795.25	10,600.00	6,804.75	35.8
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	.00	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	319.84	2,987.34	5,000.00	2,012.66	59.8
01-12-62610 GASOLINE	.00	2,650.27	1,500.00	(1,150.27)	176.7
TOTAL VILLAGE MANAGER	24,497.55	164,784.89	401,626.18	236,841.29	41.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
01-14-40100 STRAIGHT TIME	22,648.91	120,226.61	312,058.92	191,832.31	38.5
01-14-40200 OVERTIME	96.91	354.60	3,000.00	2,645.40	11.8
01-14-40310 SICK BUY BACK	.00	.00	6,000.00	6,000.00	.0
01-14-40400 FICA TAXES	1,635.04	8,678.70	23,872.51	15,193.81	36.4
01-14-40410 I.M.R.F.	525.09	2,783.59	14,042.65	11,259.06	19.8
01-14-40415 HEALTH/LIFE/VISION INSURANCE	7,694.38	39,817.44	116,178.50	76,361.06	34.3
01-14-52400 CONTRACTUAL/PROF SERVICES	111.12	13,056.70	123,252.91	110,196.21	10.6
01-14-54500 EQUIPMENT RENTAL/LEASE	1,056.30	5,794.41	11,000.00	5,205.59	52.7
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	554.99	2,500.00	1,945.01	22.2
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	1,898.64	8,000.00	6,101.36	23.7
01-14-61850 LIBRARY-PERSONAL PROPERTY TAX	.00	55,388.15	.00	(55,388.15)	.0
01-14-61875 BANK FEES	.00	2,259.76	1,000.00	(1,259.76)	226.0
TOTAL FINANCE	33,767.75	257,901.43	668,405.49	410,504.06	38.6
<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	31,500.00	95,000.00	63,500.00	33.2
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	8,173.47	15,700.00	7,526.53	52.1
01-18-60100 OFFICE/COMPUTER SUPPLIES	850.65	1,130.60	1,500.00	369.40	75.4
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	7,150.65	47,193.93	144,298.00	97,104.07	32.7
<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	(297,197.90)	(46,334.90)	540,000.00	586,334.90	(8.6)
TOTAL CENTRAL SERVICES	(297,197.90)	(38,542.41)	665,000.00	703,542.41	(5.8)

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRESIDENT & TRUSTEES</u>					
01-20-40100 REGULAR SALARIES	11,146.16	58,646.73	138,359.44	79,712.71	42.4
01-20-40310 SICK BUY BACK	.00	.00	1,350.00	1,350.00	.0
01-20-40400 FICA TAXES	850.86	4,459.88	10,584.50	6,124.62	42.1
01-20-40410 I.M.R.F.	143.22	667.92	2,630.67	1,962.75	25.4
01-20-40415 HEALTH/VISION/LIFE INSURANCE	135.10	1,970.96	34,560.24	32,589.28	5.7
01-20-51300 VEHICLE MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
01-20-54500 EQUIPMENT RENTAL	56.64	381.11	2,000.00	1,618.89	19.1
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	.00	4,912.57	30,000.00	25,087.43	16.4
01-20-60100 OFFICE/COMPUTER SUPPLIES	120.79	793.40	5,000.00	4,206.60	15.9
01-20-61700 MISCELLANEOUS	.00	881.60	.00 (	881.60)	.0
01-20-61715 TREASURER KUPITZ	.00	.00	2,200.00	2,200.00	.0
01-20-71000 LEASE PAYMENTS	469.00	2,345.00	5,628.00	3,283.00	41.7
01-20-87000 CAPITAL OUTLAY - OVER \$5,000	49,046.74	49,046.74	.00 (	49,046.74)	.0
TOTAL PRESIDENT & TRUSTEES	61,968.51	127,930.08	242,012.85	114,082.77	52.9
<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 5 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CODE ENFORCEMENT</u>					
01-23-40100 STRAIGHT TIME	27,144.65	136,425.66	503,724.38	367,298.72	27.1
01-23-40200 ALL OVERTIME	530.79	2,000.67	5,000.00	2,999.33	40.0
01-23-40310 SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
01-23-40400 FICA TAXES	1,991.18	10,010.43	38,534.92	28,524.49	26.0
01-23-40410 I.M.R.F.	639.30	3,197.60	22,667.60	19,470.00	14.1
01-23-40415 HEALTH/VISION/LIFE INSURANCE	9,332.22	42,898.15	98,812.90	55,914.75	43.4
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	1,066.66	36,538.89	75,000.00	38,461.11	48.7
01-23-52500 BOARD UP SERVICES	.00	.00	5,000.00	5,000.00	.0
01-23-54500 EQUIPMENT RENTAL/LEASE	387.40	2,669.17	5,000.00	2,330.83	53.4
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	.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
01-23-56800 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	.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	 41,092.20	 256,190.62	 853,042.22	 596,851.60	 30.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-40-40100 SALARY-REGULAR	384,793.50	2,099,306.37	5,541,595.26	3,442,288.89	37.9
01-40-40200 ALL OVERTIME	42,169.85	167,901.28	350,000.00	182,098.72	48.0
01-40-40310 SICK BUY BACK	.00	.00	40,000.00	40,000.00	.0
01-40-40311 COURT TIME	1,279.29	2,103.92	.00	(2,103.92)	.0
01-40-40400 FICA TAXES	11,863.90	58,134.64	159,592.28	101,457.64	36.4
01-40-40410 I.M.R.F.	1,424.18	10,801.89	46,212.08	35,410.19	23.4
01-40-40415 HEALTH/VISION/LIFE INSURANCE	94,849.76	498,844.53	1,550,635.94	1,051,791.41	32.2
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	.00	6,340.65	50,000.00	43,659.35	12.7
01-40-51200 MAINTENANCE EQUIPMENT	1,877.00	16,001.77	20,000.00	3,998.23	80.0
01-40-51300 MAINTENANCE VEHICLE	844.20	8,574.83	70,000.00	61,425.17	12.3
01-40-52400 CONTRACTUAL/PROF SERVICES	713.25	46,912.23	79,200.00	32,287.77	59.2
01-40-54500 EQUIPMENT RENTAL/LEASE	(112.40)	3,035.08	26,000.00	22,964.92	11.7
01-40-55100 POSTAGE	99.18	1,636.38	10,000.00	8,363.62	16.4
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	.00	2,971.16	9,000.00	6,028.84	33.0
01-40-56100 MEMBERSHIP & DUES	.00	1,775.00	20,000.00	18,225.00	8.9
01-40-56300 TRAINING	271.04	5,979.06	34,900.00	28,920.94	17.1
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	.00	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
01-40-61700 MISC - SEIZURE EXPENSES	509.50	509.50	.00	(509.50)	.0
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	.00	1,392.00	67,569.80	66,177.80	2.1
 TOTAL POLICE	 540,582.25	 2,990,637.39	 12,988,965.36	 9,998,327.97	 23.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
01-41-40100 SALARY-REGULAR	296,598.93	1,631,630.97	3,790,496.31	2,158,865.34	43.1
01-41-40200 ALL OVERTIME	22,036.10	107,527.98	200,000.00	92,472.02	53.8
01-41-40310 SICK BUY BACK	.00	.00	75,000.00	75,000.00	.0
01-41-40320 EMT PAY	2,390.00	12,460.00	33,000.00	20,540.00	37.8
01-41-40400 FICA TAXES	4,948.89	27,144.11	62,109.28	34,965.17	43.7
01-41-40410 I.M.R.F.	193.22	1,062.71	4,991.28	3,928.57	21.3
01-41-40415 HEALTH/VISION/LIFE INSURANCE	74,301.34	370,294.71	1,122,262.75	751,968.04	33.0
01-41-40450 EMPLOYEE PHYSICALS	.00	1,326.00	13,000.00	11,674.00	10.2
01-41-40500 UNIFORM ALLOWANCE	.00	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	202.32	1,705.39	32,000.00	30,294.61	5.3
01-41-51200 MAINTENANCE EQUIPMENT	5.83	3,621.45	20,000.00	16,378.55	18.1
01-41-51300 MAINTENANCE VEHICLE	1,300.00	19,858.31	125,000.00	105,141.69	15.9
01-41-52400 CONTRACTUAL/PROF SERVICES	.00	716.11	20,000.00	19,283.89	3.6
01-41-54500 EQUIPMENT RENTAL/LEASE	37.05	550.40	3,500.00	2,949.60	15.7
01-41-55100 POSTAGE	.00	9.56	500.00	490.44	1.9
01-41-55400 TELEPHONE	175.40	42,077.05	55,000.00	12,922.95	76.5
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	50.00	4,784.06	25,000.00	20,215.94	19.1
01-41-60100 OFFICE SUPPLIES	.00	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	.00	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	1,869.58	16,557.08	20,000.00	3,442.92	82.8
01-41-63200 RADIO MAINTENANCE	188.00	762.72	20,000.00	19,237.28	3.8
01-41-71000 LEASE PAYMENTS	54,001.78	107,390.92	236,158.30	128,767.38	45.5
01-41-72000 INTEREST	3,826.33	3,826.33	.00	(3,826.33)	.0
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	462,124.77	2,382,529.21	9,606,560.92	7,224,031.71	24.8
<u>POLICE & FIRE COMMISSION</u>					
01-42-52400 CONTRACTUAL/PROF SERVICES	1,440.00	9,479.73	45,000.00	35,520.27	21.1
01-42-53300 COMMISSIONERS	2,400.00	7,050.00	19,200.00	12,150.00	36.7
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	3,840.00	16,776.63	71,500.00	54,723.37	23.5

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
01-50-40100 STRAIGHT TIME	30,457.02	166,909.79	382,268.17	215,358.38	43.7
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	2,163.51	11,946.40	29,243.52	17,297.12	40.9
01-50-40410 I.M.R.F.	702.86	3,851.80	17,202.07	13,350.27	22.4
01-50-40415 HEALTH/VISION/LIFE INSURANCE	12,161.38	59,975.13	150,122.86	90,147.73	40.0
01-50-40500 UNIFORM ALLOWANCE	.00	.00	1,200.00	1,200.00	.0
01-50-51100 MAINTENANCE BUILDINGS	.00	21,427.47	10,000.00	(11,427.47)	214.3
01-50-51200 MAINTENANCE EQUIPMENT	.00	5,816.75	65,000.00	59,183.25	9.0
01-50-51300 MAINTENANCE VEHICLE	.00	65,231.51	80,000.00	14,768.49	81.5
01-50-52100 MAINTENANCE ELECTRICAL	.00	3,255.00	80,500.00	77,245.00	4.0
01-50-52400 CONTRACTUAL/PROF SERVICES	3,358.00	173,944.13	589,500.00	415,555.87	29.5
01-50-54500 EQUIPMENT RENTAL	10.08	5,000.71	15,000.00	9,999.29	33.3
01-50-55100 POSTAGE	.00	.51	250.00	249.49	.2
01-50-55400 TELEPHONE	.00	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	.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	1,800.00	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	.00	7,727.41	25,000.00	17,272.59	30.9
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	2,123.56	30,911.98	121,637.34	90,725.36	25.4
01-50-87100 INTEREST EXPENSE	242.44	3,618.73	.00	(3,618.73)	.0
 TOTAL PUBLIC WORKS	 51,218.85	 583,898.53	 1,722,397.00	 1,138,498.47	 33.9

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LAND & BUILDINGS</u>					
01-53-40100 STRAIGHT ITME	20,608.02	113,298.12	272,349.79	159,051.67	41.6
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	1,482.01	8,194.75	20,834.76	12,640.01	39.3
01-53-40410 I.M.R.F.	476.05	2,617.20	12,255.74	9,638.54	21.4
01-53-40415 HEALTH/VISION/LIFE INSURANCE	7,001.06	35,005.30	100,114.56	65,109.26	35.0
01-53-51200 MAINTENANCE EQUIPMENT	.00	8,709.35	18,000.00	9,290.65	48.4
01-53-51300 MAINTENANCE VEHICLE	.00	3,585.20	5,000.00	1,414.80	71.7
01-53-52400 CONTRACTUAL SERVICES	.00	32,859.28	90,294.24	57,434.96	36.4
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	.00	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	.00	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	29,567.14	238,572.27	571,927.29	333,355.02	41.7
<u>COMMUNITY DEVELOPMENT</u>					
01-54-40100 STRAIGHT TIME	13,680.33	71,295.50	185,800.52	114,505.02	38.4
01-54-40310 SICK BUY BACK	.00	.00	3,000.00	3,000.00	.0
01-54-40400 FICA TAXES	1,043.92	5,375.87	14,213.74	8,837.87	37.8
01-54-40410 I.M.R.F.	315.65	1,644.97	8,361.02	6,716.05	19.7
01-54-40415 HEALTH/VISION/LIFE INSURANCE	110.94	5,330.51	24,439.27	19,108.76	21.8
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	310.00	310.00	5,000.00	4,690.00	6.2
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	4,075.00	12,825.00	25,000.00	12,175.00	51.3
TOTAL COMMUNITY DEVELOPMENT	19,535.84	102,631.20	317,464.55	214,833.35	32.3

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HUMAN RESOURCES</u>					
01-56-40100 STRAIGHT TIME	9,133.88	66,953.56	237,529.34	170,575.78	28.2
01-56-40310 SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
01-56-40400 FICA TAXES	580.40	4,531.20	18,170.99	13,639.79	24.9
01-56-40410 I.M.R.F.	178.28	1,386.27	10,688.82	9,302.55	13.0
01-56-40415 HEALTH/VISION/LIFE INSURANCE	742.38	4,420.84	23,263.44	18,842.60	19.0
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	424.44	6,757.49	85,560.00	78,802.51	7.9
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	587.00	157,207.85	761,173.00	603,965.15	20.7
01-56-59400 FIDELITY BONDS	297.50	297.50	2,000.00	1,702.50	14.9
01-56-59500 CLAIMS PAYMENT	64,392.46	437,401.53	1,000,000.00	562,598.47	43.7
01-56-59800 WORKER'S COMP INSURANCE	.00	.00	168,274.00	168,274.00	.0
01-56-60100 OFFICE SUPPLIES	66.57	2,072.08	2,000.00	(72.08)	103.6
01-56-61500 UNIFORM ALLOWANCE	.00	375.00	2,250.00	1,875.00	16.7
TOTAL HUMAN RESOURCES	76,402.91	683,975.90	2,343,533.07	1,659,557.17	29.2
TOTAL FUND EXPENDITURES	1,067,747.39	7,957,212.01	31,108,662.49	23,151,450.48	25.6
NET REVENUE OVER EXPENDITURES	5,589,015.02	4,303,736.80	.46	(4,303,736.34)	93559

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 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	86,921.46	406,021.52	362,488.00	(43,533.52)	112.0
12-10-30430 REBUILD ILLINOIS CAPITAL PLAN	.00	264,604.30	528,000.00	263,395.70	50.1
TOTAL MOTOR FUEL TAX	86,921.46	670,625.82	890,788.00	220,162.18	75.3
TOTAL FUND REVENUE	86,921.46	670,625.82	890,788.00	220,162.18	75.3

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

MOTOR FUEL TAX

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MOTOR FUEL TAX</u>					
12-10-40110	SALARY	5,249.60	29,758.68	132,600.00	102,841.32	22.4
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	369.30	2,115.07	10,143.90	8,028.83	20.9
12-10-40410	IMRF	121.26	687.40	5,967.00	5,279.60	11.5
12-10-40415	HEALTH/VISION/LIFE INSURANCE	2,391.94	11,959.70	65,420.78	53,461.08	18.3
12-10-80000	CAPITAL	.00	.00	528,000.00	528,000.00	.0
12-10-89013	GENERAL MAINTENANCE	7,304.32	44,121.91	142,656.00	98,534.09	30.9
	TOTAL MOTOR FUEL TAX	15,436.42	88,642.76	890,787.68	802,144.92	10.0
	TOTAL FUND EXPENDITURES	15,436.42	88,642.76	890,787.68	802,144.92	10.0
	NET REVENUE OVER EXPENDITURES	71,485.04	581,983.06	.32 (	581,982.74)	18186

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 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 5 MONTHS ENDING SEPTEMBER 30, 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	480.00	1,635.00	.00 (	1,635.00)	.0
	TOTAL RECREATION SERVICES	480.00	1,635.00	.00 (	1,635.00)	.0
	TOTAL FUND REVENUE	480.00	1,635.00	483,000.00	481,365.00	.3

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
15-60-52400 CONTRACTUAL/PROF SERVICES	350.00	350.00	438,000.00	437,650.00	.1
15-60-54500 EQUIPMENT RENTAL/LEASE	.00	.00	3,500.00	3,500.00	.0
15-60-55400 TELEPHONE	.00	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	350.00	1,443.52	483,000.00	481,556.48	.3
TOTAL FUND EXPENDITURES	350.00	1,443.52	483,000.00	481,556.48	.3
NET REVENUE OVER EXPENDITURES	130.00	191.48	.00	(191.48)	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 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 5 MONTHS ENDING SEPTEMBER 30, 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
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

FEDERAL GRANTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>FEDERAL GRANT FUNDS</u>					
22-10-30300	COPS HIRING RECOVERY PROGRAM	191,612.76	191,612.76	.00	(191,612.76)	.0
	TOTAL FEDERAL GRANT FUNDS	191,612.76	191,612.76	.00	(191,612.76)	.0
	TOTAL FUND REVENUE	191,612.76	191,612.76	.00	(191,612.76)	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

FEDERAL GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
22-36-52400 CONTRACTUAL /PROF SERVICES	8.00	2,204.00	.00	(2,204.00)	.0
22-36-60600 OTHER SUPPLIES	(1,957.88)	(1,957.88)	.00	1,957.88	.0
TOTAL DEPARTMENT 36	(1,949.88)	246.12	.00	(246.12)	.0
TOTAL FUND EXPENDITURES	(1,949.88)	246.12	.00	(246.12)	.0
NET REVENUE OVER EXPENDITURES	193,562.64	191,366.64	.00	(191,366.64)	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

2015 BOND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>2015 BOND FUND</u>					
30-10-30370 INTEREST	.00	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	.00	137,415.02	2,751,000.00	2,613,584.98	5.0
TOTAL FUND REVENUE	.00	137,415.02	2,751,000.00	2,613,584.98	5.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 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	.00	71,915.02	.00	(71,915.02)	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 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	(1,934.00)	9,518.74	25,000.00	15,481.26	38.1
41-55-30700 WATER DEPOSITS	(925.00)	(3,550.00)	.00	3,550.00	.0
41-55-30710 WATER SALES	601,400.14	2,898,780.81	7,200,000.00	4,301,219.19	40.3
41-55-30711 PENALTIES	28,646.44	137,374.36	350,000.00	212,625.64	39.3
41-55-30712 WRITE OFF/ADJUSTMENTS	.00	.00	(200,000.00)	(200,000.00)	.0
41-55-30716 TURNING WATER BACK ON	1,300.00	8,225.00	25,000.00	16,775.00	32.9
41-55-30750 SEWER REVENUE	28,258.65	136,424.33	324,000.00	187,575.67	42.1
41-55-30800 GARBAGE REVENUE	155,370.62	778,145.58	1,887,647.04	1,109,501.46	41.2
41-55-30900 REIMBURSEMENTS TO WATER FUND	.00	217.40	.00	(217.40)	.0
TOTAL WATER COLLECTIONS	812,116.85	3,965,136.22	9,612,147.04	5,647,010.82	41.3
TOTAL FUND REVENUE	812,116.85	3,965,136.22	9,612,147.04	5,647,010.82	41.3

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUMP STATION OPERATIONS</u>					
41-51-40100 STRAIGHT TIME	5,969.60	32,832.80	79,156.90	46,324.10	41.5
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	2,358.80	6,055.50	3,696.70	39.0
41-51-40410 I.M.R.F.	137.90	761.03	3,562.06	2,801.03	21.4
41-51-40415 HEALTH/VISION/LIFE INSURANCE	2,391.94	11,959.70	34,201.44	22,241.74	35.0
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	.00	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	.00	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	8,923.82	51,943.38	176,616.22	124,672.84	29.4

WATER & SEWER MAINTENANCE

41-52-40100 STRAIGHT TIME	26,669.62	147,602.83	346,693.52	199,090.69	42.6
41-52-40200 ALL OVERTIME	1,972.43	8,995.03	10,000.00	1,004.97	90.0
41-52-40310 SICK BUY BACK	.00	.00	5,000.00	5,000.00	.0
41-52-40400 FICA TAXES	2,058.62	11,307.22	26,522.05	15,214.83	42.6
41-52-40410 I.M.R.F.	661.63	3,617.45	15,601.21	11,983.76	23.2
41-52-40415 HEALTH/VISION/LIFE INSURANCE	9,964.80	49,823.98	126,917.86	77,093.88	39.3
41-52-51200 MAINTENANCE EQUIPMENT	.00	329.50	9,550.00	9,220.50	3.5
41-52-51300 MAINTENANCE VEHICLE	.00	19,424.89	35,000.00	15,575.11	55.5
41-52-52400 CONTRACTUAL/PROF SERVICES	2,700.00	25,192.97	575,000.00	549,807.03	4.4
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	.00	18,553.42	25,000.00	6,446.58	74.2
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
41-52-87000 CAPITAL OUTLAY-OVER \$5,000	.00	14,889.92	199,170.00	184,280.08	7.5
41-52-87001 FLOOD CONTROL ASSISTANCE	.00	5,000.00	50,000.00	45,000.00	10.0
TOTAL WATER & SEWER MAINTENAN	44,025.10	344,142.40	1,676,510.12	1,332,367.72	20.5

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER COLLECTIONS</u>					
41-55-40100 STRAIGHT TIME	14,770.00	88,198.91	292,896.48	204,697.57	30.1
41-55-40200 ALL OVERTIME	156.79	1,259.75	2,500.00	1,240.25	50.4
41-55-40310 SICK BUY BACK	.00	.00	2,500.00	2,500.00	.0
41-55-40400 FICA TAXES	1,065.28	6,439.48	22,406.50	15,967.02	28.7
41-55-40410 I.M.R.F.	344.23	2,063.34	13,180.20	11,116.86	15.7
41-55-40415 HEALTH/VISION/LIFE INSURANCE	5,533.68	29,298.98	119,793.02	90,494.04	24.5
41-55-52400 CONTRACTUAL/PROF SERVICES	9,950.45	97,929.06	280,000.00	182,070.94	35.0
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	.00	1,170,307.32	3,900,000.00	2,729,692.68	30.0
41-55-57301 VOLUME CHARGE - MELROSE PARK	59,415.10	174,948.87	660,000.00	485,051.13	26.5
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	.00	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	91,235.53	2,094,686.05	7,759,020.36	5,664,334.31	27.0
TOTAL FUND EXPENDITURES	144,184.45	2,490,771.83	9,612,146.70	7,121,374.87	25.9
NET REVENUE OVER EXPENDITURES	667,932.40	1,474,364.39	.34	(1,474,364.05)	43363

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

ST CHARLES TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
71-33-30370 INTEREST	.87	5.15	.00	(5.15)	.0
TOTAL TIF ADMINISTRATION	.87	5.15	.00	(5.15)	.0
TOTAL FUND REVENUE	.87	5.15	.00	(5.15)	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 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	.87	(38.85)	.00	38.85	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 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	866,012.29	1,356,452.77	4,000,000.00	2,643,547.23	33.9
72-33-30900 APPROPRIATION OF FUND BALANCE	.00	.00	1,048,111.00	1,048,111.00	.0
TOTAL TIF ADMINISTRATION	866,012.29	1,356,452.77	5,049,111.00	3,692,658.23	26.9
TOTAL FUND REVENUE	866,012.29	1,356,452.77	5,049,111.00	3,692,658.23	26.9

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

MADISON AVE TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
72-33-40100 REGULAR SALARIES	10,277.25	56,411.37	139,689.11	83,277.74	40.4
72-33-40310 SICK BUY BACK	.00	.00	2,400.00	2,400.00	.0
72-33-40400 FICA TAXES	773.87	4,208.43	10,686.22	6,477.79	39.4
72-33-40410 IMRF	236.66	1,220.41	6,286.01	5,065.60	19.4
72-33-40415 HEALTH/VISION/LIFE INSURANCE	843.20	7,542.21	30,674.28	23,132.07	24.6
72-33-52400 CONTRACTUAL/PROF SERVICES	.00	126,682.96	409,000.00	282,317.04	31.0
72-33-80000 CAPITAL PROJECTS	.00	66,262.00	85,000.00	18,738.00	78.0
72-33-82000 PUBLIC IMPROVEMENTS	.00	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	12,130.98	1,484,859.72	5,049,110.62	3,564,250.90	29.4
TOTAL FUND EXPENDITURES	12,130.98	1,484,859.72	5,049,110.62	3,564,250.90	29.4
NET REVENUE OVER EXPENDITURES	853,881.31	(128,406.95)	.38	128,407.33	(33791

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

ROOSEVELT ROAD TIF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TIF ADMINISTRATION</u>					
73-33-30620	ROOSEVELT TIF	78,101.55	136,599.09	400,000.00	263,400.91	34.2
73-33-30900	APPROPRIATION OF FUND BALANC	.00	.00	50,000.00	50,000.00	.0
	TOTAL TIF ADMINISTRATION	78,101.55	136,599.09	450,000.00	313,400.91	30.4
	TOTAL FUND REVENUE	78,101.55	136,599.09	450,000.00	313,400.91	30.4

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 2021

ROOSEVELT ROAD TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
73-33-40100 STRAIGHT TIME	5,974.53	35,322.62	78,511.37	43,188.75	45.0
73-33-40310 SICK BUY BACK	.00	.00	1,200.00	1,200.00	.0
73-33-40400 FICA	452.80	2,651.09	6,006.12	3,355.03	44.1
73-33-40410 IMRF	137.24	733.20	3,533.01	2,799.81	20.8
73-33-40415 HEALTH/VISION/LIFE INSURANCE	239.18	3,370.31	16,544.52	13,174.21	20.4
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	6,803.75	48,943.72	450,000.02	401,056.30	10.9
TOTAL FUND EXPENDITURES	6,803.75	48,943.72	450,000.02	401,056.30	10.9
NET REVENUE OVER EXPENDITURES	71,297.80	87,655.37	(.02)	(87,655.39)	43827

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 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	<u>.00</u>	<u>.00</u>	<u>375,000.00</u>	<u>375,000.00</u>	<u>.0</u>
TOTAL FUND REVENUE	<u>.00</u>	<u>.00</u>	<u>375,000.00</u>	<u>375,000.00</u>	<u>.0</u>

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING SEPTEMBER 30, 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	.00	7,950.00	25,000.00	17,050.00	31.8
77-33-62601 GRASS CUTTING	.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	.00	105,265.00	375,000.00	269,735.00	28.1
TOTAL FUND EXPENDITURES	.00	105,265.00	375,000.00	269,735.00	28.1
NET REVENUE OVER EXPENDITURES	.00	(105,265.00)	.00	105,265.00	.0

r



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 Satchell, Director of Finance

DATE: October 28, 2021

RE: 2021 Property Tax Levy

In preparation of the 2021 Tax Levy recommendation, consideration was given to what is necessary to adequately fund the Fiscal Year 2023 (May 1, 2022 – April 30, 2023) Operating Budget appropriated by the Corporate Fund. Based on the various concerns throughout the Village it is recommended that the Debt Service requirements (\$2,751,000) for the expired General Obligation Corporate Purpose Refunding Bonds Series 2015 be reallocated to the Corporate Fund. Although this represents an increase in the Corporate Fund The impact of the Property Tax Levy is 0%. **This said, it is recommended that the Property Tax Levy not be increased.**

Items that impacted my recommendation for an increase to the 2021 Tax Levy are as follows:

- **Collective bargaining agreements**, automatic wage increases payable to over 90% of Village employees are approximately, (\$276K). The required \$276K, will be funded with the reallocation of the General Obligation Corporate Purpose Refunding Bonds Series 2015 and **not an additional increase to the Property Tax Levy.**
- **Staffing needs**, in assessing the calls for service by the residents, it's abundantly clear there's a need for additional manpower. The combined funding requirement for each Department due to attrition, retirement, promotion, and unfunded positions due to prior budgetary constraints is approximately \$865K. The largest component of this funding requirements is for the hire of four additional police officers above the prior fiscal years budget request. The required \$865K, will be funded with the reallocation of the General Obligation Corporate Purpose Refunding Bonds Series 2015 and **not an additional increase to the Property Tax Levy.**
- **Fiscal & Investment Policy**, to become compliant with our current investment policy, whereas the Village of Maywood established a Two Million and No/100 Dollar (\$2M) Working Capital Reserve Fund, \$952,834 is needed to become whole. The required \$952,834 will be funded with the reallocation of the General Obligation Corporate Purpose Refunding Bonds Series 2015 and **not an additional increase to the Property Tax Levy.**
- **Information Technology**, to better serve the needs of the departments and in turn the residents, approximately \$100K is needed to execute a full IT assessment, upgrades to

current hardware/software to include records management, cyber security, and additional staffing. Additional enhancement to IT will be potentially addressed with ARPA funding. The required \$100K will be funded with the reallocation of the General Obligation Corporate Purpose Refunding Bonds Series 2015 and **not an additional increase to the Property Tax Levy.**

- **Machinery, Vehicle and Equipment costs**, five out of seven departments have identified the need for additional machinery and vehicles to efficiently operate their department. Of the items required, \$1.7M relate to vehicles in each of the departments. An additionally \$485K is required for machinery and \$240K for equipment. The combined total for these items is approximately \$2.4M. A portion of the \$2.4M will be funded with the reallocation of the General Obligation Corporate Purpose Refunding Bonds Series 2015 and **not an additional increase to the Property Tax Levy.**
- **Fund Deficit Reductions**, over the past several years all Funds have been operating with a deficit fund balance. This deficit is the result of having accrued more expenses during the fiscal year than revenues received.
- **Cash Flow**, to pay bills timelier we need additional revenue to match the expenses.

The items referenced above total approximately \$4.5M and only represent a few of the issues and concerns throughout the Village. To address these concerns reallocation of the General Obligation Corporate Purpose Refunding Bonds Series 2015 is needed for the 2021 Tax Levy. While this does not fully fund the items listed, discussion will be had during the budget cycle to determine what adjustments will be made to prioritize and fund the projects previously mentioned.

Other Funds that impact the tax levy are the Recreation Fund, Fire Pension Fund, and Police Pension Fund. It's my recommendation that the Recreation Fund remain flat at \$150,000. This recommendation is based on the utility of the Fund which is primarily for the maintenance and operation of the pool.

Recommended levies for the Police and Fire Pension Funds are impacted by actuarial studies in accordance with the Illinois Pension Code. As such, current actuarial studies for both Police and Fire Pensions are included for your review. Please note that these figures only represent 90% of the statutory amount and is the minimum funding amount for both pensions. The Village's Tax Levy Requirements for the Fire Pension has increased from \$3,513,543 to \$3,600,745 (3.33%) and the Tax Levy Requirement for Police Pension has increased from \$4,683,510 to \$4,837,056 (2.93%). These increases are based on unfunded liability, which represents monies that should've been in the fund and demographic factors that have changed to include the hiring of new employees, employees retiring or becoming disabled, and salary increases. The combined increases for Fire and Police respectively of \$240,748 (\$87,202+\$153,546) will be funded with the reallocation of the Debt Service requirement and **will not impact the 2021 Property Tax Levy.**

The table below provides detail on the recommended Tax Levy for 2021:

Fund Name	Tax Levy – 2020	Tax Levy – 2021
Corporate Fund	\$ 13,454,661.00	\$ 15,964,913.00
Recreation Fund	\$ 150,000.00	\$ 150,000.00
Police Pension Fund	\$ 4,683,510.00	\$ 4,837,056.00
Fire Pension Fund	\$ 3,513,543.00	\$ 3,600,745.00
Debt Service Requirements	\$ <u>2,751,000.00</u>	\$ <u>0.00</u>
TOTAL	\$ 24,552,714.00	\$ 24,552,714.00

Actuarial Funding Report



MAYWOOD FIREFIGHTERS' PENSION FUND

Actuarial Valuation
as of May 1, 2021

For the Contribution Year May 1, 2021 to April 30, 2022

LAUTERBACH & AMEN, LLP

Actuarial Valuation – Funding Recommendation



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

MAYWOOD FIREFIGHTERS' PENSION FUND

Contribution Year Ending: April 30, 2022

Actuarial Valuation Date: May 1, 2021

Utilizing Data as of April 30, 2021

Submitted by:

Lauterbach & Amen, LLP
668 N. River Road
Naperville, IL 60563
Phone: 630.393.1483
www.lauterbachamen.com

Contact:

Todd A. Schroeder
Director
September 2, 2021

LAUTERBACH & AMEN, LLP



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ACTUARIAL CERTIFICATION

This report documents the results of the Actuarial Valuation for the Maywood Firefighters' Pension Fund. The information was prepared for use by the Maywood Firefighters' Pension Fund and the Village of Maywood, Illinois for determining the Recommended Contribution, under the selected Funding Policy and Statutory Minimum guidelines, for the Contribution Year May 1, 2021 to April 30, 2022. It is not intended or suitable for other purposes. Determinations for purposes other than the Employer's Actuarial Recommended Contribution may be significantly different from the results herein.

The results in this report are based on the census data and financial information submitted by the Maywood Firefighters' Pension Fund, and may include results from the prior Actuary. We did not prepare the Actuarial Valuations for the years prior to May 1, 2013. Those valuations were prepared by the prior Actuary whose reports have been furnished to us, and our disclosures are based on those reports. An audit of the prior Actuary's results was not performed, but high-level reviews were completed for general reasonableness, as appropriate, based on the purpose of this valuation. The accuracy of the results is dependent on the precision and completeness of the underlying information.

In addition, the results of the Actuarial Valuation involve certain risks and uncertainty as they are based on future assumptions, market conditions, and events that may never materialize as assumed. For this reason, certain assumptions and future results may be materially different than those presented in this report. See the *Management Summary* section of this report for a more detailed discussion of the Defined Benefit Plan Risks, as well as the limitations of this Actuarial Valuation on assessing those risks. We are not aware of any known events subsequent to the Actuarial Valuation Date, which are not reflected in this report but should be valued, that may materially impact the results.

The valuation results summarized in this report involve actuarial calculations that require assumptions about future events. The Maywood Firefighters' Pension Fund selected certain assumptions, while others were the result of guidance and/or judgment from the Plan's Actuary or Advisors. We believe that the assumptions used in this valuation are reasonable and appropriate for the purposes for which they have been used. The selected assumptions represent our best estimate of the anticipated long-term experience of the Plan, and meet the guidelines set forth in the Actuarial Standards of Practice.





To the best of our knowledge, all calculations are in accordance with the applicable funding requirements, and the procedures followed and presentation of results conform to generally accepted actuarial principles and practices as prescribed by the Actuarial Standards Board. The undersigned consultants of Lauterbach & Amen, LLP, with actuarial credentials, meet the Qualification Standards of the American Academy of Actuaries to render this Actuarial Certification. There is no relationship between the Maywood Firefighters' Pension Fund and Lauterbach & Amen, LLP that impairs our objectivity.

Respectfully Submitted,
LAUTERBACH & AMEN, LLP

Todd A. Schroeder, ASA, FCA, EA, MAAA

Robert L. Rietz, Jr., FCA, EA, MAAA



MANAGEMENT SUMMARY

Recommended Contribution

Funded Status

Management Summary – Comments and Analysis

Actuarial Recommended Contribution – Reconciliation

MANAGEMENT SUMMARY

RECOMMENDED CONTRIBUTION

	Prior Valuation	Current Valuation
Recommended Contribution	\$3,513,543	\$3,600,745
Expected Payroll	\$3,500,128	\$3,687,957
Recommended Contribution as a Percent of Expected Payroll	100.38%	97.64%

*The Recommended
Contribution has
Increased by
\$87,202 from the
Prior Valuation.*

FUNDED STATUS

	Prior Valuation	Current Valuation
Normal Cost	\$896,165	\$947,759
Market Value of Assets	\$23,645,954	\$29,569,945
Actuarial Value of Assets	\$24,316,426	\$26,920,588
Actuarial Accrued Liability	\$58,688,169	\$60,146,340
Unfunded Actuarial Accrued Liability/(Surplus)	\$34,371,743	\$33,225,752
<u>Percent Funded</u>		
Actuarial Value of Assets	41.43%	44.76%
Market Value of Assets	40.29%	49.16%

*The Percent
Funded has
Increased by 3.33%
on an Actuarial
Value of Assets
Basis.*



MANAGEMENT SUMMARY

MANAGEMENT SUMMARY – COMMENTS AND ANALYSIS

Contribution Results

The Recommended Contribution is based on the selected Funding Policy and methods that are outlined in the *Actuarial Funding Policies* section of this report.

The Illinois State Statutes for Pension Funds contain parameters that are used to determine the Statutory Minimum Contribution to a public Pension Fund. Those parameters and the resulting Statutory Minimum Contribution are found in the *Illinois Statutory Minimum Contribution* section of this report.

“Contribution Risk” is defined by the Actuarial Standards of Practice as the potential for actual future contributions to deviate from expected future contributions. For example, when actual contributions are not made in accordance to the Plan’s Funding Policy, or when future experience deviates materially from assumed. While it is essential for the Actuary and Plan Sponsor to collaborate on implementing a sound and financially feasible Funding Policy, it is important to note that the Actuary is not required, and is not in the position to, evaluate the ability or willingness of the Plan Sponsor to make the Recommended Contribution under the selected Funding Policy.

As a result, while Contribution Risk may be a significant source of risk for the Plan, this Actuarial Valuation makes no attempt to assess the impact of future contributions falling short of those recommended under the selected Funding Policy. Notwithstanding the above, see the *Actuarial Recommended Contribution – Reconciliation* section of this report for the impact on the current Recommended Contribution of any contribution shortfalls or excesses from the prior year.

Defined Benefit Plan Risks

Asset Growth:

Pension funding involves preparing Fund assets to pay for benefits when Members retire. During their working careers, assets grow with contributions and investment earnings; and then, the Pension Fund distributes assets in retirement. Based on the Plan’s current mix of Members and Funded Status, the Plan should experience positive asset growth, on average, if the Recommended Contributions are made and expected investment earnings come in. In the current year, the Fund asset growth was positive by approximately \$5,900,000.

Asset growth is important in the long-term. Long-term cash flow out of the Pension Fund is primarily benefit payments, and expenses are a smaller portion. The Plan should monitor the impact of expected benefit payments on future asset growth. We assess and project all future benefit payments as part of the determination of liability. The assessment is made on all current Members of the Fund, both active and inactive. For active Members, the assessment includes the probability that Members terminate or retire and begin receiving benefits. In the next 5 years, benefit payments are anticipated to increase 25-30%, or approximately \$760,000. In the next 10 years, the expected increase in benefit payments is 55-60%, or approximately \$1,600,000. The estimated increase in benefit payments is being compared against the benefits paid to inactive Members during the fiscal year, excluding any refunds of Member Contributions.



MANAGEMENT SUMMARY

Furthermore, plans with a large number of inactive Members have an increased “Longevity Risk”. Longevity Risk is the possibility that inactive Members may live longer than projected by the Plan’s mortality assumption. As shown in the previous paragraph, benefit payments are expected to increase over the next 5-year and 10-year horizons. The projected increases assume that current inactive Members pass away according to the Plan’s mortality assumption. To the extent that current inactive Members live longer than expected, the future 5-year and 10-year benefit projections may be larger than the amounts disclosed in the previous paragraph. Higher levels of benefit payments, payable for a longer period of time, may cause a significant strain to the Plan’s cash flow, future Recommended Contributions, and may lead to Plan insolvency.

Unfunded Liability:

Unfunded Liability represents the financial shortfall of the Actuarial Value of Assets compared to the Actuarial Accrued Liability. To the extent that Unfunded Liability exists, the Plan is losing potential investment earnings due to the financial shortfall. Contributions towards Unfunded Liability pay for the lost investment earnings, as well as the outstanding unfunded amount. If payments towards Unfunded Liability are not made, the Unfunded Liability will grow.

In the early 1990s, many Pension Funds in Illinois adopted an increasing payment towards Unfunded Liability due to a change in legislation. The initial payment decreased, and future payments are anticipated to increase annually after that. In many situations, payments early on were less than the interest on Unfunded Liability, which means that Unfunded Liability increased even though contributions were made at the recommended level.

The current Recommended Contribution includes a payment towards Unfunded Liability that is approximately \$710,000 greater than the interest on Unfunded Liability. All else being equal, and contributions being made, Unfunded Liability is expected to decrease. The Employer and Fund should anticipate that improvement in the current Percent Funded will be mitigated in the short-term. The Employer and Fund should understand this impact as we progress forward to manage expectations.

Actuarial Value of Assets:

The Pension Fund smooths asset returns that vary from expectations over a 5-year period. The intention is that asset returns for purposes of funding recommendations are a combination of several years. The impact is intended to smooth out the volatility of Recommended Contributions over time, but not necessarily increase or decrease the level of contributions over the long-term.

When asset returns are smoothed, there are always gains or losses on the Market Value of Assets that are going to be deferred for current funding purposes, and recognized in future years. Currently, the Pension Fund is deferring approximately \$2,600,000 in gains on the Market Value of Assets. These are asset gains that will be recognized in upcoming periods, independent of the future performance of the Market Value of Assets.



MANAGEMENT SUMMARY

Cash Flow Risk:

Assets, liabilities, and Funded Status are good metrics to monitor over time to assess the progress of the Funding Policy. However, these metrics may provide limited forward-looking insights. Specifically, the maturity of a Pension Fund can pose certain risks that often cannot be assessed with a point-in-time metric such as Percent Funded.

For example, two different Pension Funds could have the same Percent Funded but have completely different risk profiles. One Fund might mostly cover active Members with little to no Members in pay status, whereas a second Fund might mostly cover inactive Members with a significant level of annual benefit payments. The latter Fund has a greater “Cash Flow Risk”, i.e. a more significant chance that negative cash flows could lead to a deteriorating, rather than improving, Percent Funded over time.

It is important to note that, in general, positive net cash flows are good, but also need to be sufficient to cover the growth in the liabilities (i.e., the Normal Cost as well as interest on the Actuarial Accrued Liability). Typically, when cash flows are assumed to be insufficient to cover the growth in liabilities, the Percent Funded will decline, while future Recommended Contributions will increase.

For this Plan, the Market Value of Assets is less than the Actuarial Accrued Liability for inactive Members. The Fund assets and anticipated investment earnings are not sufficient to cover the benefits payable to the current inactive Members. In addition, there is currently no money set aside for active Member liability. There are two consequences. First, we are limiting the impact of investment earnings on accruing money for the active Members due to utilizing those dollars to pay for the current inactive Members. Second, there is Cash Flow Risk that exists in that a higher portion of the assets is needed to keep up with cash flow out for benefit payments, and a higher relative investment return is required to keep cash flow positive in any given year.

Benefit Payment Risk:

Ideally, plans in a sound financial position will have the ratio of annual benefits payments to the Market Value of Assets to be less than the Expected Rate of Return on Investments assumption (i.e., 6.75%). Theoretically, in this case it can be considered that investment returns will fully cover the annual benefit payments, and therefore, all Employer and Member Contributions made to the Fund will be used to pay for future benefit accruals and pay down the existing Unfunded Liability. To the extent that the ratio of the annual benefit payments to the Market Value of Assets increases to above the Expected Rate of Return on Investments assumption, the Plan may experience some additional risks, such as the need to keep assets in more liquid investments, inability to pay down Unfunded Liability, and may lead to Plan insolvency.

As of the Valuation Date, the Maywood Firefighters’ Pension Fund has a ratio of benefit payments to the Market Value of Assets of 9.48%. In this case, a portion of the Employer Contributions are being used to pay the annual benefit payments creating Benefit Payment Risk and Cash Flow Risk. The Percent Funded of the Plan may not grow as quickly as expected under the current Funding Policy, since the amortization payment towards the Unfunded Liability is not being fully realized. As shown in the *Asset Growth* section of this report, the 5-year and 10-year horizons of future benefit payments are expected to increase. The Plan Sponsor should monitor the percentage of annual benefit payments to the Market Value of Assets and consider changing the Funding Policy if this ratio continues to increase.



MANAGEMENT SUMMARY

Fund Assets

The results in this report are based on the assets held in the Pension Fund. Assets consist of funds held for investment and for benefit payments as of the Actuarial Valuation Date. In addition, assets may be adjusted for other events representing dollars that are reasonably expected to be paid out from the Pension Fund or deposited into the Pension Fund after the Actuarial Valuation Date as well.

The current Fund assets are audited.

The Actuarial Value of Assets under the Funding Policy is equal to the Market Value of Assets, with unexpected gains and losses smoothed over 5 years. More detail on the Actuarial Value of Assets can be found in the *Actuarial Funding Policies* section of this report.

*The Fund
Assets Used in
this Report
are Audited.*



MANAGEMENT SUMMARY

Demographic Data

Demographic factors can change from year to year within the Pension Fund. Changes in this category include hiring new Members, Members retiring or becoming disabled, inactive Members passing away, and other changes. Demographic changes can cause an actuarial gain (contribution that is less than expected compared to the prior year) or an actuarial loss (contribution that is greater than expected compared to the prior year).

Demographic gains and losses occur when the assumptions over the one-year period for Member changes do not meet our long-term expectation. For example, if no Members become disabled during the year, we would expect a liability gain. If more Members become disabled than anticipated during the year, we would expect a liability loss. Generally, we expect short-term fluctuations in demographic experience to create gains or losses of 1%-3% of the Actuarial Accrued Liability in any given year, but to balance out in the long-term.

“Demographic Risk” occurs when Plan demographic experience differs significantly from expected. Similar to Longevity Risk discussed previously, additional risk is created when demographic experience differs from the assumed rates of disability, retirement, or termination. Under the chosen assumptions, actuarial gains and/or losses will always occur, as the assumptions will never be exactly realized. However, the magnitude of the gain and/or loss and its influence on the Recommended Contribution largely depends on the size of the Plan.

Based on the number of active Members in the Plan, the Recommended Contribution has a moderate risk of having a significant increase due to demographic experience. For example, 1 new disabled Member would typically generate a substantial increase to the Actuarial Accrued Liability, which in turn, may increase the Recommended Contribution.

In the current report, the key demographic changes were as follows:

New Hires: There was 1 Member of the Fund who was hired during the year. When a Member is admitted to the Pension Fund, the Employer Contribution will increase to reflect the new Member. The increase in the Recommended Contribution in the current year due to the new Member experience is approximately \$5,000.

Mortality: There was 1 retiree who passed away during the year, without an eligible surviving spouse. When a retiree passes away, the Fund liability will decrease as the Pension Fund no longer will make future payments to the retiree. If there is an eligible surviving spouse, the Fund liability will increase to represent the value of the expected payments that will be made to the spouse. When a surviving spouse passes away, the Fund liability will decrease as the Pension Fund no longer will make future payments to the surviving spouse.

As inactive Members age and continue to collect benefits, the Fund liability will also increase. In the current year, there were 49 inactive Members who maintained their benefit collection status throughout



MANAGEMENT SUMMARY

the year. The net increase in the Recommended Contribution in the current year due to the mortality experience is approximately \$20,000.

Salary Increases: Salary increases were less than anticipated in the current year. This caused a decrease in the Recommended Contribution in the current year of approximately \$19,000.

Assumption Changes

The assumptions were not changed from the prior valuation.

Funding Policy Changes

The Funding Policy was changed from the prior valuation. The payments towards Unfunded Liability in the prior valuation were being amortized over a 16-year period as a level percentage of payroll. The current Funding Policy features a layered amortization of changes in the Unfunded Liability. The current Funding Policy represents a better fit for the goals of pension funding for all stakeholders. See the *Recommended Contribution Detail* section of this report for further details. This Funding Policy change had no impact on the current Recommended Contribution.

Other Considerations

After careful consideration, we have elected to transition our client reporting to a new valuation platform. Our new platform, ProVal, is an industry standard tool that encompasses a multitude of actuarial best practices. The driving reason behind our decision to transition to this platform is that it will give us the opportunity to provide additional capabilities to our clients in the near future, including stochastic prediction modeling and sensitivity capabilities. Because this software has slightly different parameters in the underlying coding, there may be a minor variation in actuarial calculations. These variations are well within the acceptable ranges developed for actuarial standards. For example, a Pension Fund that is 100% funded in one software, may actually show as 98%-102% funded across different software platforms. This is routine in nature and is a regular part of running estimates and projections. As we strive for “best estimates” in the actuarial funding process, the best due diligence continues to be the process of setting and reviewing assumptions in the actuarial profession. Our commitment to reviewing new information regularly continues to be at the forefront of our reporting.



MANAGEMENT SUMMARY

ACTUARIAL RECOMMENDED CONTRIBUTION – RECONCILIATION

Actuarial Accrued Liability is expected to increase each year for both interest for the year and as active Members earn additional service years towards retirement. Similarly, Actuarial Accrued Liability is expected to decrease when the Fund pays benefits to inactive Members.

Contributions are expected to increase as expected pay increases under the Funding Policy for the Fund.

	Actuarial Liability	Recommended Contribution
Prior Valuation	\$ 58,688,169	\$ 3,513,543
Expected Changes	1,989,267	114,188
Initial Expected Current Valuation	<u>\$ 60,677,436</u>	<u>\$ 3,627,732</u>

Other increases or decreases in Actuarial Accrued Liability (key changes noted below) will increase or decrease the amount of Unfunded Liability in the Plan. To the extent that Unfunded Liability increases or decreases unexpectedly, the contribution towards Unfunded Liability will also change unexpectedly.

	Actuarial Liability	Recommended Contribution
Salary Increases Less than Expected	\$ (234,015)	\$ (19,127)
Actuarial Experience	(297,081)	(8,199)
Assumption Changes	-	-
Funding Policy Changes	-	-
Asset Return Greater than Expected*	-	(63,836)
Contributions Less than Expected	-	64,175
Total Increase/(Decrease)	<u>\$ (531,096)</u>	<u>\$ (26,987)</u>
Current Valuation	<u>\$ 60,146,340</u>	<u>\$ 3,600,745</u>

*Impact on the Recommended Contribution due to asset return is on an Actuarial Value of Assets basis.

In the current valuation, we have updated the Actuarial Valuation software used to determine Actuarial Liability. The Actuarial Experience can be attributable to several factors including Actuarial Valuation software changes, demographic changes, and benefit payment experience compared to expectation.

Key demographic changes were discussed in the *Demographic Data* section of this report.





VALUATION OF FUND ASSETS

Market Value of Assets
Market Value of Assets (Gain)/Loss
Development of the Actuarial Value of Assets
Actuarial Value of Assets (Gain)/Loss
Historical Asset Performance

VALUATION OF FUND ASSETS

MARKET VALUE OF ASSETS

Statement of Assets

	Prior Valuation	Current Valuation
Cash and Cash Equivalents	\$ 63,431	\$ 59,851
Money Market	1,143,288	1,593,321
Fixed Income	7,772,911	8,975,376
Insurance Contracts	1,972,413	-
Insurance Co Contracts - Separate	-	2,026,443
Mutual Funds	12,662,786	16,883,952
Receivables (Net of Payables)	31,125	31,002
Total Market Value of Assets	<u>\$ 23,645,954</u>	<u>\$ 29,569,945</u>

The Total Market Value of Assets has Increased by Approximately \$5,924,000 from the Prior Valuation.

Statement of Changes in Assets

Total Market Value of Assets - Prior Valuation	\$ 23,645,954
Plus - Employer Contributions	2,764,252
Plus - Member Contributions	358,720
Plus - Return on Investments	5,663,558
Less - Benefit Payments and Refunds	(2,804,581)
Less - Other Expenses	<u>(57,958)</u>
Total Market Value of Assets - Current Valuation	<u>\$ 29,569,945</u>

The Rate of Return on Investments on a Market Value of Assets Basis for the Fund was Approximately 23.55% Net of Administrative Expense.

The Rate of Return on Investments shown above has been determined as the Return on Investments from the Statement of Changes in Assets, as a percent of the average of the prior and current Market Value of Assets. The Rate of Return on Investments is net of Other Expenses, and has been excluded from the Total Market Value of Assets at the end of the Fiscal Year for this calculation.



VALUATION OF FUND ASSETS

MARKET VALUE OF ASSETS (GAIN)/LOSS

Current Year (Gain)/Loss on Market Value of Assets

Total Market Value of Assets - Prior Valuation	\$ 23,645,954
Employer and Member Contributions	3,122,972
Benefit Payments and Refunds	(2,804,581)
Expected Return on Investments	<u>1,606,847</u>
Expected Total Market Value of Assets - Current Valuation	\$ 25,571,192
Actual Total Market Value of Assets - Current Valuation	<u>29,569,945</u>
Current Market Value of Assets (Gain)/Loss	<u>\$ (3,998,753)</u>
Expected Return on Investments	\$ 1,606,847
Actual Return on Investments (Net of Expenses)	<u>5,605,600</u>
Current Market Value of Assets (Gain)/Loss	<u>\$ (3,998,753)</u>

*The Actual Return
on Investments on a
Market Value of
Assets Basis was
Greater than
Expected for the
Current Year.*

The (Gain)/Loss on the current Market Value of Assets has been determined based on the Expected Rate of Return on Investments as shown in the *Actuarial Assumptions* section of this report.



VALUATION OF FUND ASSETS

DEVELOPMENT OF THE ACTUARIAL VALUE OF ASSETS

Total Market Value of Assets - Current Valuation		\$ 29,569,945
Adjustment for Prior (Gains)/Losses		
	Full Amount	Deferral
FYE 2021	\$ (3,998,753)	(3,199,002)
FYE 2020	991,306	594,784
FYE 2019	(157,451)	(62,980)
FYE 2018	89,207	17,841
Total Deferred (Gain)/Loss		(2,649,357)
Initial Actuarial Value of Assets - Current Valuation		\$ 26,920,588
Less Contributions for the Current Year and Interest		-
Adjustment for the Corridor		-
Total Actuarial Value of Assets - Current Valuation		\$ 26,920,588

The Actuarial Value of Assets is Equal to the Market Value of Assets with Unanticipated (Gains)/Losses Recognized Over 5 Years. The Actuarial Value of Assets is 91.04% of the Market Value of Assets.

ACTUARIAL VALUE OF ASSETS (GAIN)/LOSS

Total Actuarial Value of Assets - Prior Valuation	\$ 24,316,426
Plus - Employer Contributions	2,764,252
Plus - Member Contributions	358,720
Plus - Return on Investments	2,343,729
Less - Benefit Payments and Refund	(2,804,581)
Less - Other Expenses	(57,958)
Total Actuarial Value of Assets - Current Valuation	\$ 26,920,588

The Rate of Return on Investments on an Actuarial Value of Assets Basis for the Fund was Approximately 9.34% Net of Administrative Expense.

The Actuarial Value of Assets incorporates portions of gains and losses over multiple years.



VALUATION OF FUND ASSETS

HISTORICAL ASSET PERFORMANCE

The chart below shows the historical Rates of Return on Investments for both Market Value of Assets and Actuarial Value of Assets.

	Market Value of Assets	Actuarial Value of Assets
FYE 2021	23.55%	9.34%
FYE 2020	2.42%	5.16%
FYE 2019	7.50%	5.95%
FYE 2018	6.54%	6.26%
FYE 2017	8.84%	6.38%
FYE 2016	(0.08%)	6.40%
FYE 2015	7.50%	7.90%

The historical Rates of Return on Investments shown above were calculated based on the annual Return on Investments, as a percentage of the average value of the assets for the year.

For purposes of determining the average value of assets for the year, the ending Market Value of Assets has been adjusted to net out to the portion related to the Return on Investments themselves. All other cash flows are included.

For purposes of determining the annual Return on Investments we have adjusted the figures shown on the preceding pages. The figures shown on the preceding pages are net of Investment Expenses. We have made an additional adjustment to net out Administrative Expenses. Netting out Administrative Expenses allows us to capture returns for the year that can be used to make benefit payments as part of the ongoing actuarial process.

The adjustments we made are for actuarial reporting purposes only. By netting out Administrative Expenses and capturing Return on Investments that are available to pay benefits, it provides us a comparison to the Expected Rate of Return on Investments, but does not provide a figure that would be consistent with the rates of return that are determined by other parties. Therefore, this calculated Return on Investments should not be used to analyze investment performance of the Fund or the performance of the investment professionals.



VALUATION OF FUND ASSETS

Expected Rate of Return on Investments Assumption

The Expected Rate of Return on Investments for this valuation is 6.75%. Lauterbach & Amen, LLP does not provide investment advice. We look at a variety of factors when reviewing the Expected Rate of Return on Investments assumption selected by the Board. These factors include: historical Rates of Return on Investments, capital market projections performed by the Fund's investment advisors, the Fund's investment policy, capital market forward-looking benchmark expected returns by independent investment companies, rates used by comparable pension systems, and other factors identified in the Actuarial Standards of Practice.

Generally speaking, the ideal assumption for Expected Rate of Return on Investments is one that has a 50% chance of being met over the long-term. If actual returns going forward come in less than expected, the pension system risks deferring contributions to the future that should be made today, and creating additional contribution volatility. Reducing the Expected Rate of Return on Investments by 25 basis points produces a Recommended Contribution that is 6.78% higher than currently shown.

"Investment Risk" is the potential that actual Return on Investments will be different from what is expected. The selected Expected Rate of Return on Investments assumption is chosen to be a long-term assumption, producing a return that, on average, would produce a stable rate of return over a long-term horizon. Actual asset returns in the short-term may deviate from this long-term assumption due to current market conditions. Furthermore, establishing the Expected Rate of Return on Investments assumption may be dependent on the Illinois State Statutes pertaining to the limitations on types of investments Plan Sponsors may use. If the actual annual rates of return are less than the Expected Rate of Return on Investments, actuarial losses will be produced, thus increasing the Plan's Unfunded Liability and, subsequently, future Recommended Contributions.

"Asset/Liability Mismatch" risk is a similar concept as Investment Risk, as it relates to setting the Expected Rate of Return on Investments assumption compared to the actual Return on Investments achieved. The Interest Rate used to discount future Plan liabilities is set equal to the Expected Rate of Return on Investments. It is expected that the selected Interest Rate be a rate that is reasonably expected to be achieved over the long-term. To the extent that the selected Interest Rate to value Plan liabilities is unreasonable, or significantly different than the actual Return on Investments earned over an extended period of time, additional Interest Rate risk is created. For example, determining Plan liabilities at an Interest Rate higher than what is expected to be achieved through investment returns results in Unfunded Liability that is not a true representation of the Plan's condition and Percent Funded. As a result, the Actuarial Accrued Liability determined is an amount smaller than the liability that would be produced with an Interest Rate more indicative of future Expected Rate of Return on Investments. Therefore, the Recommended Contributions under the established Funding Policy may not be sufficient to appropriately meet the true pension obligations.





RECOMMENDED CONTRIBUTION DETAIL

Actuarial Accrued Liability
Funded Status
Development of the Employer Normal Cost
Normal Cost as a Percentage of Expected Payroll
Recommended Contribution Breakdown
Schedule of Amortization – Unfunded Actuarial Accrued Liability
Actuarial Methods – Recommended Contribution

RECOMMENDED CONTRIBUTION DETAIL

ACTUARIAL ACCRUED LIABILITY

	Prior Valuation	Current Valuation
Active Members	\$ 17,823,740	\$ 17,671,112
Inactive Members		
Terminated Members*	21,638	62,071
Retired Members	22,216,098	23,558,796
Disabled Members	15,593,898	15,925,169
Other Beneficiaries	3,032,795	2,929,192
Total Inactive Members	40,864,429	42,475,228
Total Actuarial Accrued Liability	\$ 58,688,169	\$ 60,146,340

*The Total Actuarial
Accrued Liability
has Increased by
Approximately
\$1,458,000 from the
Prior Valuation.*

*Terminated Members Actuarial Accrued Liability for the current valuation includes non-vested terminated Members entitled to a refund of Employee Contributions that was not included in the prior valuation.

FUNDED STATUS

	Prior Valuation	Current Valuation
Total Actuarial Accrued Liability	\$ 58,688,169	\$ 60,146,340
Total Actuarial Value of Assets	24,316,426	26,920,588
Unfunded Actuarial Accrued Liability	\$ 34,371,743	\$ 33,225,752
Total Market Value of Assets	\$ 23,645,954	\$ 29,569,945
<u>Percent Funded</u>		
Actuarial Value of Assets	<u>41.43%</u>	<u>44.76%</u>
Market Value of Assets	<u>40.29%</u>	<u>49.16%</u>

*The Percent Funded
as of the Actuarial
Valuation Date is
Subject to Volatility
on Assets and
Liability in the
Short-Term.*



RECOMMENDED CONTRIBUTION DETAIL

DEVELOPMENT OF THE EMPLOYER NORMAL COST

	Prior Valuation	Current Valuation
Total Normal Cost	\$ 896,165	\$ 947,759
Estimated Member Contributions	(330,937)	(343,121)
Employer Normal Cost	<u>\$ 565,228</u>	<u>\$ 604,638</u>

*At a 100%
Funding Level,
the Normal Cost
Contribution is
Still Required.*

NORMAL COST AS A PERCENTAGE OF EXPECTED PAYROLL

	Prior Valuation	Current Valuation
Expected Payroll	<u>\$ 3,500,128</u>	<u>\$ 3,687,957</u>
Member Normal Cost Rate	<u>9.455%</u>	<u>9.455%</u>
Employer Normal Cost Rate	<u>16.15%</u>	<u>16.24%</u>
Total Normal Cost Rate	<u>25.60%</u>	<u>25.70%</u>

*Ideally, the
Employer
Normal Cost
Rate will Remain
Stable.*

RECOMMENDED CONTRIBUTION BREAKDOWN

	Prior Valuation	Current Valuation
Employer Normal Cost*	\$ 603,381	\$ 645,451
Amortization of Unfunded Accrued Liability/(Surplus)	<u>2,910,163</u>	<u>2,955,294</u>
Recommended Contribution	<u>\$ 3,513,543</u>	<u>\$ 3,600,745</u>

*The
Recommended
Contribution has
Increased by
2.48% from the
Prior Valuation.*

*Employer Normal Cost Contribution includes interest through the end of the Fiscal Year.



RECOMMENDED CONTRIBUTION DETAIL

SCHEDULE OF AMORTIZATION – UNFUNDED ACTUARIAL ACCRUED LIABILITY

Below is the schedule of remaining amortization balances for the Unfunded Liability.

Unfunded Liability Base	Initial Balance	Date Established	Current Balance	Years Remaining	Payment
Investment (Gain)/Loss	\$ (717,695)	4/30/2021	\$ (717,695)	15	\$ (63,836)
Actuarial (Gain)/Loss	(209,766)	4/30/2021	(209,766)	15	(18,658)
Contribution Experience	371,540	4/30/2021	371,540	15	33,047
Investment (Gain)/Loss	283,046	4/30/2020	278,187	15	24,744
Actuarial (Gain)/Loss	368,542	4/30/2020	362,217	15	32,218
Contribution Experience	165,504	4/30/2020	162,663	15	14,468
Assumption Changes	1,622,605	4/30/2020	1,594,749	15	141,846
Plan Changes	282,241	4/30/2020	277,395	15	24,673
Investment (Gain)/Loss	96,306	4/30/2019	93,385	15	8,306
Actuarial (Gain)/Loss	1,153,089	4/30/2019	1,118,103	15	99,451
Contribution Experience	149,736	4/30/2019	145,193	15	12,914
Investment (Gain)/Loss	155	4/30/2018	149	15	13
Actuarial (Gain)/Loss	1,721,029	4/30/2018	1,652,012	15	146,939
Contribution Experience	42,808	4/30/2018	41,091	15	3,655
Assumption Changes	1,638,464	4/30/2018	1,572,757	15	139,890
Initial Unfunded Liability	<u>\$ 27,590,205</u>	4/30/2018	<u>\$ 26,483,772</u>	15	<u>\$ 2,355,624</u>
Total	<u>\$ 34,557,809</u>		<u>\$ 33,225,752</u>		<u>\$ 2,955,294</u>

The Actuarial (Gain)/Loss can be attributable to several factors including Actuarial Valuation software changes, demographic changes, Employer Contribution timing, Member Contribution experience, benefit payment experience, and salary increase experience compared to expectation.

The equivalent single amortization period based on the layered amortization of Unfunded Liability is 15 years for the current valuation.



RECOMMENDED CONTRIBUTION DETAIL

ACTUARIAL METHODS – RECOMMENDED CONTRIBUTION

Actuarial Valuation Date	May 1, 2021
Data Collection Date	April 30, 2021
Actuarial Cost Method	Entry Age Normal (Level % Pay)
Amortization Method	Level % Pay (Closed)
Amortization Target	Layered - See Previous Page
Asset Valuation Method	5-Year Smoothed Market Value

The contributions and benefit values of the Pension Fund are calculated by applying actuarial assumptions to the benefit provisions and census data furnished, using the Actuarial Cost Method described. The Actuarial Cost and Amortization Methods allocate the projected obligations of the Plan over the working lifetimes of the Plan Members.

The Recommended Contribution amount shown in this report is based on the methods summarized above. The *Actuarial Funding Policies* section of this report includes a more detailed description of the Actuarial Funding Methods being used.

The Actuarial Funding Methods are meant to provide a systematic process for determining contributions on an annual basis. The methods do not impact the expectation of future benefit payments. The methods only impact the way contributions are made towards future benefit payments.

Different Actuarial Funding Methods may achieve funding goals with differing levels of success. Certain methods are more efficient and more stable on an annual basis.





ILLINOIS STATUTORY MINIMUM CONTRIBUTION

Statutory Minimum Contribution
Funded Status – Statutory Minimum
Actuarial Methods – Illinois Statutory Minimum Contribution

ILLINOIS STATUTORY MINIMUM CONTRIBUTION

STATUTORY MINIMUM CONTRIBUTION

	Prior Valuation	Current Valuation
Statutory Minimum Contribution	\$2,618,848	\$2,641,592
Expected Payroll	\$3,500,128	\$3,687,957
Statutory Minimum Contribution as a Percent of Expected Payroll	74.82%	71.63%

*The Statutory
Minimum
Contribution has
Increased by
\$22,744 from the
Prior Valuation.*

FUNDED STATUS – STATUTORY MINIMUM

	Prior Valuation	Current Valuation
Normal Cost	\$992,744	\$820,679
Market Value of Assets	\$23,645,954	\$29,569,945
Actuarial Value of Assets	\$24,316,426	\$26,920,588
Actuarial Accrued Liability	\$56,560,743	\$61,666,282
Unfunded Actuarial Accrued Liability/(Surplus)	\$32,244,317	\$34,745,694
<u>Percent Funded</u>		
Actuarial Value of Assets	42.99%	43.66%
Market Value of Assets	41.81%	47.95%

*The Statutory
Minimum Percent
Funded has
Increased by 0.67%
on an Actuarial
Value of Assets
Basis.*



ILLINOIS STATUTORY MINIMUM CONTRIBUTION

The Statutory Minimum Contribution is based on Actuarial Funding Methods and funding parameters in the Illinois State Statutes for pension funding. The resulting contribution is lower than the Recommended Contribution for the current year. The lower contribution amount is not recommended because it represents a deferral of contributions when compared to the Recommended Contribution method.

Actuarial Funding Methods for pensions are best applied to provide a balance between the long-term goals of a variety of stakeholders:

1. Members – the Members are interested in benefit security and having the funds available to pay benefits when retired
2. Employers – cost control and cost stability over the long-term
3. Taxpayers – paying for the services they are receiving from active Members

The Statutory Minimum Contribution methods are not intended to provide a better system in any of the above categories long-term. The parameters are not recommended for a long-term funding strategy.

The Statutory Minimum methods put into place in 2011 were intended to provide short-term budget relief for Employer Contributions. An Employer using the Statutory Minimum parameters for current funding should view the contributions as short-term relief. Our recommendation in this situation is for a Pension Fund and an Employer to work towards a long-term funding strategy that better achieves the long-term funding goals, over a period that does not exceed 3-5 years.

The Securities and Exchange Commission in 2013 used the phrase “Statutory Underfunding” to describe situations where contributions appear to be more manageable in the short-term, but set up future Recommended Contributions that are less likely to be manageable.

ILLINOIS STATUTORY MINIMUM CONTRIBUTION

ACTUARIAL METHODS – ILLINOIS STATUTORY MINIMUM CONTRIBUTION

Actuarial Valuation Date	May 1, 2021
Data Collection Date	April 30, 2021
Actuarial Cost Method	Projected Unit Credit
Amortization Method	Level % Pay (Closed)
Amortization Target	90% Funded Over 19 Years
Asset Valuation Method	5-Year Smoothed Market Value

The contribution and benefit values of the Pension Fund are calculated by applying actuarial assumptions to the benefit provisions and census data furnished, using the Actuarial Cost Method described. The Actuarial Cost and Amortization methods allocate the projected obligations of the Plan over the working lifetimes of the Plan Members.

The Actuarial Funding Methods are meant to provide a systematic process for determining contributions on an annual basis. The methods do not impact the expectation of future benefit payments. The methods only impact the way contributions are made towards future benefit payments.

Different Actuarial Funding Methods may achieve funding goals with differing levels of success. Certain methods are more efficient and more stable on an annual basis.





ACTUARIAL VALUATION DATA

Active Members
Inactive Members
Summary of Monthly Benefit Payments

ACTUARIAL VALUATION DATA

ACTIVE MEMBERS

	Prior Valuation	Current Valuation
Tier I	26	26
Tier II	13	14
Total Active Members	39	40
Total Payroll	\$ 3,444,160	\$ 3,628,986

INACTIVE MEMBERS

	Prior Valuation	Current Valuation
Terminated Members*	1	5
Retired Members	25	24
Disabled Members	19	19
Other Beneficiaries	6	6
Total Inactive Members	51	54

*Terminated Members for the current valuation includes non-vested terminated Members entitled to a refund of Employee Contributions who were not included in the prior valuation.

SUMMARY OF MONTHLY BENEFIT PAYMENTS

	Prior Valuation	Current Valuation
Retired Members	\$ 123,538	\$ 123,077
Disabled Members	83,824	85,279
Other Beneficiaries	24,329	24,329
Total Inactive Members	\$ 231,690	\$ 232,684





ACTUARIAL FUNDING POLICIES

Actuarial Cost Method
Financing Unfunded Actuarial Accrued Liability
Actuarial Value of Assets

ACTUARIAL FUNDING POLICIES

ACTUARIAL COST METHOD

The Actuarial Cost Method allocates the projected obligations of the Plan over the working lifetimes of the Plan Members.

In accordance with the Pension Fund's Funding Policy the Actuarial Cost Method for the Recommended Contribution basis is Entry Age Normal (Level Percent of Pay). The Entry Age Normal Cost Method is a method under which the Actuarial Present Value of the projected benefits of each individual included in an Actuarial Valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age. The portion of this Actuarial Present Value allocated to a valuation year is called Normal Cost. The portion of the Actuarial Present Value not provided at an Actuarial Valuation Date by the Actuarial Present Value of future Normal Costs is called the Actuarial Accrued Liability.

The Entry Age Normal method attempts to create a level cost pattern. In contrast to other Actuarial Cost Methods which inherently lead to uneven or less predictable cost patterns, the Entry Age Normal method is generally understood to be less risky in terms of contribution stability from year to year.

The Conference of Consulting Actuaries Public Plans Community produced a "white paper" detailing Funding Policy model practices for public sector pension plans. Under the Level Cost Actuarial Methodology ("LCAM"), one of the principal elements to a Funding Policy is the Actuarial Cost Method. When deciding which Actuarial Cost Method to use, several objectives may be considered, such as the following:

- Each Member's benefit should be funded under a reasonable allocation method by the expected retirement date
- Pay-related benefit costs should reflect anticipated pay at retirement
- The expected cost of each year of service (i.e. Normal Cost) for each active Member should be reasonably related to the expected cost of that Member's benefit
- The Member's Normal Cost should emerge as a level percent of Member compensation
- No gains or losses should occur if all assumptions are met.

Following these criteria, the use of the Entry Age Normal Cost Method (Level Percent of Pay) is a model practice.

FINANCING UNFUNDED ACTUARIAL ACCRUED LIABILITY

The Unfunded Actuarial Accrued Liability may be amortized over a period either in level dollar amounts or as a level percentage of projected payroll.

When amortizing the Unfunded Actuarial Accrued Liability as a level percentage of payroll, additional risk is incurred since the amortization payments in the early years of the payment period may not be large enough to cover the interest accrued on the existing Unfunded Liability. As a result, the Unfunded



ACTUARIAL FUNDING POLICIES

Liability may increase initially, before the amortization payments grow large enough to cover all interest accruals. Generally speaking, the Plan Sponsor will be required to contribute a larger total contribution amount over the course of the funding period under a level percentage of payroll basis as compared to a level dollar payroll schedule.

The Government Finance Officers Association notes that best practices in public pension finance include utilizing amortization periods that do not exceed 20 years. Longer amortization periods elevate the risk of failing to reduce any Unfunded Liability. For example, when the amortization payment in full only covers interest on the Unfunded Liability, but does not reduce the existing Unfunded Liability, the required contribution will increase in future years.

A second principal element under the Level Cost Actuarial Methodology described above is to establish an Amortization Policy that determines the length of time and the structure of the increase or decrease in contributions required to systematically fund the Unfunded Actuarial Accrued Liability. When deciding on the Amortization Policy, several objectives may be considered, such as the following:

- Variations in the source of liability changes (i.e. gains or losses, Plan changes, assumption changes) should be funded over periods consistent with an appropriate balance between the policy objectives of demographic matching and volatility management
- The cost changes in Unfunded Actuarial Accrued Liability should emerge as a level percentage of Member compensation

The LCAM model practices for the Amortization Policy include the following:

- Layered fixed period amortization by source
- Level percent of pay amortization
- An amortization period ranging from 15-20 years for experience gains or losses
- An amortization period of 15-25 years for assumption changes

In accordance with the Pension Fund's Funding Policy for the Recommended Contribution, the Unfunded Actuarial Accrued Liability is amortized by level percent of payroll contributions to a 100% funding target over a layered amortization period of 15 years. See the *Actuarial Methods – Recommended Contribution* section of this report for more detail.

The equivalent single amortization period based on the layered amortization of Unfunded Liability is 15 years for the current valuation.

We believe that the amortization period is appropriate for the purposes of this valuation.



ACTUARIAL FUNDING POLICIES

ACTUARIAL VALUE OF ASSETS

The Pension Fund is an ongoing plan. The Employer wishes to smooth the effect of volatility in the Market Value of Assets on the annual contribution. Therefore, the Actuarial Value of Assets is equal to the Market Value of Assets with unanticipated gains/losses recognized over a five-year period.

The Asset Valuation Method is intended to create an Actuarial Value of Assets that remains reasonable in relation to the Market Value of Assets over time. The method produces results that can fall either above or below the Market Value of Assets. The period of recognition is short.

It is intended that the period of recognition is short enough to keep the Actuarial Value of Assets within a decent range of the Market Value of Assets. In the event that the Actuarial Value of Assets exceeds or falls below a 10% corridor of the Market Value of Assets, the additional gain or loss will be recognized immediately.





ACTUARIAL ASSUMPTIONS

Nature of Actuarial Calculations
Actuarial Assumptions in the Valuation Process
Assessment of Risk Exposures
Limitations of Risk Analysis
Assessment and Use of Actuarial Models
Actuarial Assumptions Utilized

ACTUARIAL ASSUMPTIONS

NATURE OF ACTUARIAL CALCULATIONS

The results documented in this report are estimates based on data that may be imperfect and on assumptions about future events. Certain Plan Provisions may be approximated or deemed immaterial, and, therefore, are not valued. Assumptions may be made about census data or other factors. Reasonable efforts were made in this valuation to ensure that significant items in the context of the Actuarial Accrued Liability or costs are treated appropriately, and not excluded or included inappropriately.

Actual future experience will differ from the assumptions used in the calculations. As these differences arise, the expense for accounting purposes will be adjusted in future valuations to reflect such actual experience.

A range of results different from those presented in this report could be considered reasonable. The numbers are not rounded, but this is for convenience only and should not imply precision which is not inherent in actuarial calculations.

ACTUARIAL ASSUMPTIONS IN THE VALUATION PROCESS

The contributions and benefit values of the Pension Fund are calculated by applying actuarial assumptions to the benefit provisions and census data furnished, using the Actuarial Cost Method described in the *Actuarial Funding Policies* section of this report.

The principal areas of financial risk which require assumptions about future experience are:

- Expected Rate of Return on Investments
- Patterns of Pay Increases for Members
- Rates of Mortality Among Active and Inactive Members
- Rates of Termination Among Active Members
- Rates of Disability Among Active Members
- Age Patterns of Actual Retirements

Actual experience of the Pension Fund will not coincide exactly with assumed experience. Each valuation provides a complete recalculation of assumed future experience and takes into account all past differences between assumed and actual experience. The result is a continual series of adjustments to the computed Recommended Contribution.

Details behind the selection of the actuarial assumptions can be found in the Actuarial Assumption Summary document provided to the client upon request. The client has reviewed and approved the assumptions as a reasonable expectation of the future anticipated experience under the Plan.



ACTUARIAL ASSUMPTIONS

ASSESSMENT OF RISK EXPOSURES

From time to time it becomes appropriate to modify one or more of the assumptions, to reflect experience trends (but not random year-to-year fluctuations). In addition, Actuarial Standards of Practice require that the Actuary minimally perform a qualitative assessment of key financial and demographic risks as part of the risk assessment process with each annual Actuarial Valuation. The risk assessments we perform include, but are not limited to, the following:

- Periodic demographic experience studies every 3 to 5 years to confirm the ongoing appropriateness of actuarial assumptions
- Highlight the impact of demographic experience over the past year, as well as other sources of change and volatility in the *Actuarial Recommended Contribution – Reconciliation* section of this report
- Detail year-over-year changes in contribution levels, assets, liabilities, and Funded Status in the *Recommended Contribution* and *Funded Status* sections in the *Management Summary* section of this report
- Review any material changes in the census as summarized in the *Actuarial Valuation Data* section of this report
- Provide and discuss the Actuarial Assumption Summary document highlighting the rationale for each key assumption chosen by the Board
- Identify potential Cash Flow Risk by highlighting expected benefit payments over the next 5-year and 10-year periods in the *Asset Growth* section in the *Management Summary* section of this report
- Describe the impact of any assumption, method, or policy change in the *Management Summary* section of this report
- Utilize supplemental information, such as the GASB Discount Rate sensitivity disclosures to understand, for example, what impact an alternative Expected Rate of Return on Investments assumption might have on the estimation of Actuarial Accrued Liability and Funded Status
- Utilize supplemental information, such as the GASB solvency test, to better understand the Cash Flow Risk and long-term sustainability of the Plan.

LIMITATIONS OF RISK ANALYSIS

Since future experience may never be precisely as assumed, the process of selecting funding methods and actuarial assumptions may inherently create risk and volatility of results. A more detailed evaluation of the above risk exposures is beyond the scope and nature of the annual Actuarial Valuation process. For example, scenario tests, sensitivity tests, stress tests, and/or stochastic modeling for multi-year projections to assess the impact of alternative assumptions and methods, or modeling future experience different from the assumptions in these results, are not included in this Actuarial Valuation.

The Maywood Firefighters' Pension Fund and/or the Village of Maywood, Illinois should contact the Actuary if they desire a more detailed assessment of any of these forward-looking risk exposures.



ACTUARIAL ASSUMPTIONS

ASSESSMENT AND USE OF ACTUARIAL MODELS

Actuarial Valuations rely upon the use of actuarial modeling software to predict the occurrence of future events, which include specific demographic and financial potential outcomes. Actuarial assumptions are established to provide a guideline to use for such modeling.

- The model used in this Actuarial Valuation is intended to determine the Recommended Contribution, under the selected Funding Policy. The actuarial assumptions used were developed with this goal in mind.
- There are no known material limitations or inconsistencies among the actuarial assumptions or methods.
- The output from the model is reasonable based on the individual actuarial assumptions and based on the actuarial assumptions in the aggregate.
- The actuarial software used to calculate plan liabilities has been purchased from an outside vendor. We have performed thorough testing of the software, including review of sample participants, to ensure the intended purpose of the model, the operation of the model, sensitivities and dependencies, and strengths and limitations of the model are sufficient for this purpose.
- Census data and financial information have been provided by client professionals, financial advisors, and/or auditors, who are known to be experts in their respective fields. We rely on the fact that the information provided by these experts has been given for the intended purpose of this Actuarial Valuation.
- Where applicable, certain actuarial assumptions and Funding Policy may be required as prescribed by law. In such instances, we have followed legal guidance to ensure conformity.
- The Expected Rate of Return on Investments assumption has been chosen using input from several sources; including, but not limited to: client professionals, financial advisors, auditors, and other capital market outlooks. We have relied on the information provided, in the aggregate, to settle on the selected Expected Rate of Return on Investments assumption.

As stated in the *Limitations of Risk Analysis* section, future experience may never be precisely as assumed. As a result, the funding methods and actuarial assumptions used in the model may create volatility in the results when compared year after year. A more detailed evaluation of this volatility is beyond the scope and nature of the annual Actuarial Valuation process. In such cases, additional scenario tests, sensitivity tests, stress tests, and/or stochastic modeling for multi-year projections to assess the impact of alternative assumptions and methods, or modeling future experience different from the assumptions in these results, may be performed to determine a range of reasonable results.



ACTUARIAL ASSUMPTIONS

ACTUARIAL ASSUMPTIONS UTILIZED

Expected Rate of Return on Investments 6.75% Net of Administrative Expense

CPI-U 2.25%

Total Payroll Increases 3.25%

Individual Pay Increases* 3.50% - 50.32%

Individual pay increases include a long-term average increase for inflation, average annual increases for promotions, and any additional increases for a step program. Sample rates are as follows:

Service	Rate	Service	Rate
0	50.32%	8	3.50%
1	6.87%	9	3.50%
2	9.80%	10	3.50%
3	15.56%	15	3.50%
4	3.50%	20	3.50%
5	3.50%	25	3.50%
6	3.50%	30	3.50%
7	3.50%	35	3.50%

*Individual pay increases for active Members hired at age 40 or older are assumed annual increases at the ultimate rate reduced by 50 basis points, without adjustments in early service years.



ACTUARIAL ASSUMPTIONS

Retirement Rates

100% of the L&A Assumption Study for Firefighters 2020 Cap Age 65. Sample rates are as follows:

Age	Rate	Age	Rate
50	7.00%	58	17.15%
51	7.00%	59	17.15%
52	7.00%	60	20.00%
53	7.00%	61	20.00%
54	7.00%	62	20.00%
55	17.15%	63	25.00%
56	17.15%	64	25.00%
57	17.15%	65	100.00%

Termination Rates

100% of the L&A Assumption Study for Firefighters 2020. Sample rates are as follows:

Age	Rate	Age	Rate
25	7.02%	40	1.25%
30	4.07%	45	0.41%
35	2.41%	50	0.00%

Disability Rates

100% of the L&A Assumption Study for Firefighters 2020. Sample rates are as follows:

Age	Rate	Age	Rate
25	0.07%	40	0.54%
30	0.09%	45	0.75%
35	0.27%	50	0.97%

75% of active Members who become disabled are assumed to be in the Line of Duty.



ACTUARIAL ASSUMPTIONS

Mortality Rates

Active Mortality follows the Sex Distinct Raw Rates as developed in the PubS-2010(A) Study. Mortality improvement uses MP-2019 Improvement Rates applied on a fully generational basis.

50% of active Member deaths are assumed to be in the Line of Duty.

Retiree Mortality follows the L&A Assumption Study for Firefighters 2020. These rates are experience weighted with the Sex Distinct Raw Rates as developed in the PubS-2010(A) Study improved to 2017 using MP-2019 Improvement Rates. These rates are then improved fully generationally using MP-2019 Improvement Rates.

Disabled Mortality follows the L&A Assumption Study for Firefighters 2020. These rates are experience weighted with the Sex Distinct Raw Rates as developed in the PubS-2010 Study for disabled participants improved to 2017 using MP-2019 Improvement Rates. These rates are then improved fully generationally using MP-2019 Improvement Rates.

Spouse Mortality follows the Sex Distinct Raw Rates as developed in the PubS-2010(A) Study for contingent survivors. For all rates not provided there (ages 45 and younger) the PubG-2010 Study for general employees was used. Mortality improvement uses MP-2019 Improvement Rates applied on a fully generational basis.

Marital Assumptions

Active Members: 80% of active Members are assumed to be married. Female spouses are assumed to be 3 years younger than male spouses.

Retiree and Disabled Members: Actual spousal data was utilized for retiree and disabled Members.





SUMMARY OF PRINCIPAL PLAN PROVISIONS

Establishment of the Fund
Administration
Member Contributions
Regular Retirement Pension Benefit
Early Retirement Pension Benefit
Surviving Spouse Benefit
Termination Benefit – Vested
Disability Benefit

SUMMARY OF PRINCIPAL PLAN PROVISIONS

ESTABLISHMENT OF THE FUND

The Firefighters' Pension Fund is established and administered as prescribed by "Article 4 – Firefighters' Pension Fund – Municipalities 500,000 and Under" of the Illinois Pension Code.

ADMINISTRATION

The Firefighters' Pension Fund is administered by a Board of Trustees whose duties are to manage the Pension Fund, determine applications for pensions, authorize payment of pensions, establish rules, pay expenses, invest assets, and keep records.

MEMBER CONTRIBUTIONS

Members contribute 9.455% of pensionable salary.

REGULAR RETIREMENT PENSION BENEFIT

Hired Prior to January 1, 2011

Eligibility: Age 50 with at least 20 years of creditable service.

Benefit: 50% of final salary for the first 20 years of service, plus an additional 2.5% of final salary for each year of service beyond 20 years of service, pro-rated monthly, and not to exceed 75% of final salary. "Final salary" is based on the firefighter's pensionable salary attached to rank held on the last day of service.

Annual Increase in Benefit: A firefighter is entitled to receive an initial increase equal to 1/12 of 3% of the original monthly benefit for each full month that has passed since the pension began. The initial increase date will be the latter of the first day of the month after the pensioner turns age 55 or the first day of the month after the benefit date anniversary. Subsequent increases of 3% of the current monthly benefit will be granted every January 1st thereafter.



SUMMARY OF PRINCIPAL PLAN PROVISIONS

REGULAR RETIREMENT PENSION BENEFIT - CONTINUED

Hired on or After January 1, 2011

Eligibility: Age 55 with at least 10 years of creditable service.

Benefit: 2.5% of final average salary for each year of service, and not to exceed 75% of final average salary. "Final average salary" is determined by dividing the total pensionable salary during 48 consecutive months of service within the last 60 months of service in which total pensionable salary was the highest, by the number of months of service in that period (or by dividing the total pensionable salary during 96 consecutive months of service within the last 120 months of service in which total pensionable salary was the highest, by the number of months of service in that period, if greater). Annual salary for this purpose will not exceed the salary cap, indexed by the lesser of 3% or the CPI-U for the 12 months ending with the September preceding each November 1st. The salary cap will not decrease.

Annual Increase in Benefit: The initial increase date will be the latter of the January 1st after the pensioner turns age 60 or the January 1st after the benefit date anniversary. Subsequent increases will be granted every January 1st thereafter. The initial increase and subsequent increases will be the lesser of 3% of the original benefit or ½ of the CPI-U for the 12 months ending with the September preceding each November 1st.

EARLY RETIREMENT PENSION BENEFIT

Hired Prior to January 1, 2011

None.

Hired on or After January 1, 2011

Eligibility: Age 50 with at least 10 years of creditable service.

Benefit: The regular retirement pension benefit reduced by ½ of 1% for each month that the firefighters' age is between 50 and 55.

Annual Increase in Benefit: The initial increase date will be the latter of the January 1st after the pensioner turns age 60 or the January 1st after the benefit date anniversary. Subsequent increases will be granted every January 1st thereafter. The initial increase and subsequent increases will be the lesser of 3% of the original benefit or ½ of the CPI-U for the 12 months ending with the September preceding each November 1st.



SUMMARY OF PRINCIPAL PLAN PROVISIONS

SURVIVING SPOUSE BENEFIT

Hired Prior to January 1, 2011

Eligibility: Married to an active firefighter, a disabled pensioner at the time of death, or a retired pensioner (at least 12 months prior to the time of death if married post-retirement).

Active Line of Duty Death Benefit: An eligible surviving spouse is entitled to receive 100% of the firefighter's final pensionable salary attached to rank held on the last day of service.

Non-Duty Death Benefit:

Disabled or Retired Pensioner: An eligible surviving spouse is entitled to receive the greater of the pensioner's benefit at the time of death or 54% of the pensioner's final pensionable salary attached to rank held on the last day of service.

Active Member: An eligible surviving spouse is entitled to receive the greater of the firefighter's eligible benefit at the time of death or 54% of the firefighter's final pensionable salary attached to rank held on the last day of service.

Annual Increase in Benefit: None.

Hired on or After January 1, 2011

Eligibility: Married to an active firefighter, a disabled pensioner at the time of death, or a retired pensioner (at least 12 months prior to the time of death if married post-retirement).

Active Line of Duty Death Benefit: An eligible surviving spouse is entitled to receive 100% of the firefighter's final pensionable salary attached to rank held on the last day of service.

Non-Duty Death Benefit:

Disabled or Retired Pensioner and Active Member: An eligible surviving spouse is entitled to receive the greater of 66⅔% of the firefighter's earned pension benefit at the time of death or 54% of the firefighter's monthly salary at the time of death.

Annual Increase in Benefit: The initial increase date will be the January 1st after the surviving spouse turns age 60. Subsequent increases will be granted every January 1st thereafter. The initial increase and subsequent increases will be the lesser of 3% of the original benefit or ½ of the CPI-U for the 12 months ending with the September preceding each November 1st.



SUMMARY OF PRINCIPAL PLAN PROVISIONS

TERMINATION BENEFIT – VESTED

Hired Prior to January 1, 2011

Eligibility: Age 60 with at least 10 but less than 20 years of creditable service.

Benefit: An accrual factor times final salary for each year of service. “Accrual factor” is a factor of 1.5% at 10 years of service, increasing ratably up to 2.4% at 19 years of service. “Final salary” is based on the firefighter’s pensionable salary attached to rank held on the last day of service.

Annual Increase in Benefit: A firefighter is entitled to receive an initial increase equal to 1/12 of 3% of the original monthly benefit for each full month that has passed since the pension began. The initial increase date will be the first day of the month after the benefit date anniversary. Subsequent increases of 3% of the current monthly benefit will be granted every January 1st thereafter.

Hired on or After January 1, 2011

None.



SUMMARY OF PRINCIPAL PLAN PROVISIONS

DISABILITY BENEFIT

Hired Prior to January 1, 2011

Eligibility: Duty Disability, Non-Duty Disability with at least 7 years of creditable service, or Occupational Disease Disability with at least 5 years of creditable service.

Benefit: For a duty disability or an occupational disease disability with at least 5 years of creditable service, a firefighter is entitled to receive the greater of 65% of final salary or the regular retirement pension benefit at the time of disability. For a non-duty disability with at least 7 years of creditable service, a firefighter is entitled to receive 50% of final salary. “Final salary” is based on the firefighter’s pensionable salary attached to rank held on the last day of service.

Annual Increase in Benefit: A firefighter is entitled to receive an initial increase equal to 3% of the original monthly benefit for each full year that has passed since the pension began. The initial increase date will be the latter of the January 1st after following pensioner turns age 60 or the January 1st after the benefit date anniversary. Subsequent increases of 3% of the original monthly benefit will be granted every January 1st thereafter.

Hired on or after January 1, 2011

Eligibility: Duty Disability, Non-Duty Disability with at least 7 years of creditable service, or Occupational Disease Disability with at least 5 years of creditable service.

Benefit: For a duty disability or an occupational disease disability with at least 5 years of creditable service, a firefighter is entitled to receive the greater of 65% of final salary or the regular retirement pension benefit at the time of disability. For a non-duty disability, a firefighter is entitled to receive 50% of final salary. “Final salary” is based on the firefighter’s pensionable salary attached to rank held on the last day of service.

Annual Increase in Benefit: A firefighter is entitled to receive an initial increase equal to 3% of the original monthly benefit for each full year that has passed since the pension began. The initial increase date will be the latter of the January 1st after following pensioner turns age 60 or the first day of the month after the benefit date anniversary. Subsequent increases of 3% of the original monthly benefit will be granted every January 1st thereafter.





GLOSSARY OF TERMS

Glossary of Terms

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Actuarial Accrued Liability – The Actuarial Present Value of future benefits based on Members’ service rendered to the Measurement Date using the selected Actuarial Cost Method. It is that portion of the Actuarial Present Value of Plan benefits and expenses allocated to prior years of employment. It is not provided for by future Normal Costs.

Actuarial Cost Method – The method used to allocate the projected obligations of the Plan over the working lifetimes of the Plan Members.

Actuarial Value of Assets – The value of the assets used in the determination of the Unfunded Actuarial Accrued Liability. The Actuarial Value of Assets is related to Market Value of Assets, with adjustments made to spread unanticipated gains and losses for a given year over a period of several years. Actuarial Value of Assets is generally equally likely to fall above or below the Market Value of Assets, and generally does not experience as much volatility over time as the Market Value of Assets.

Asset Valuation Method – A valuation method designed to smooth random fluctuations in asset values. The objective underlying the use of an Asset Valuation Method is to provide for the long-term stability of Employer Contributions.

Funding Policy – A set of procedures for a Pension Fund that outlines the “best practices” for funding the pension benefits based on the goals of the Plan Sponsor. A Funding Policy discusses items such as assumptions, Actuarial Cost Method, assets, and other parameters that will best help the Plan Sponsor meet their goal of working in the best interest of the Plan Members.

Market Value of Assets – The value of the cash, bonds, securities, and other assets held in the pension trust as of the Measurement Date.

Normal Cost – The present value of future benefits earned by Members during the current Fiscal Year. It is that portion of the Actuarial Present Value of benefits and expenses which is allocated to a valuation year by the Actuarial Cost Method.

Unfunded Actuarial Accrued Liability – The excess of the Actuarial Accrued Liability over the Actuarial Value of Assets. The Unfunded Actuarial Accrued Liability is amortized over a period either in level dollar amounts or as a level percentage of projected payroll.





Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

Actuarial Funding Report



MAYWOOD POLICE PENSION FUND

Actuarial Valuation
as of May 1, 2021

For the Contribution Year May 1, 2021 to April 30, 2022

LAUTERBACH & AMEN, LLP

Actuarial Valuation – Funding Recommendation



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

MAYWOOD POLICE PENSION FUND

Contribution Year Ending: April 30, 2022

Actuarial Valuation Date: May 1, 2021

Utilizing Data as of April 30, 2021

Submitted by:

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Contact:

Todd A. Schroeder
Director
October 22, 2021

LAUTERBACH & AMEN, LLP



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ACTUARIAL CERTIFICATION

This report documents the results of the Actuarial Valuation for the Maywood Police Pension Fund. The information was prepared for use by the Maywood Police Pension Fund and the Village of Maywood, Illinois for determining the Recommended Contribution, under the selected Funding Policy and Statutory Minimum guidelines, for the Contribution Year May 1, 2021 to April 30, 2022. It is not intended or suitable for other purposes. Determinations for purposes other than the Employer's Actuarial Recommended Contribution may be significantly different from the results herein.

The results in this report are based on the census data and financial information submitted by the Village of Maywood, Illinois, and may include results from the prior Actuary. We did not prepare the Actuarial Valuations for the years prior to May 1, 2015. Those valuations were prepared by the prior Actuary whose reports have been furnished to us, and our disclosures are based on those reports. An audit of the prior Actuary's results was not performed, but high-level reviews were completed for general reasonableness, as appropriate, based on the purpose of this valuation. The accuracy of the results is dependent on the precision and completeness of the underlying information.

In addition, the results of the Actuarial Valuation involve certain risks and uncertainty as they are based on future assumptions, market conditions, and events that may never materialize as assumed. For this reason, certain assumptions and future results may be materially different than those presented in this report. See the *Management Summary* section of this report for a more detailed discussion of the Defined Benefit Plan Risks, as well as the limitations of this Actuarial Valuation on assessing those risks. We are not aware of any known events subsequent to the Actuarial Valuation Date, which are not reflected in this report but should be valued, that may materially impact the results.

The valuation results summarized in this report involve actuarial calculations that require assumptions about future events. The Village of Maywood, Illinois selected certain assumptions, while others were the result of guidance and/or judgment from the Plan's Actuary or Advisors. We believe that the assumptions used in this valuation are reasonable and appropriate for the purposes for which they have been used. The selected assumptions represent our best estimate of the anticipated long-term experience of the Plan, and meet the guidelines set forth in the Actuarial Standards of Practice.





To the best of our knowledge, all calculations are in accordance with the applicable funding requirements, and the procedures followed and presentation of results conform to generally accepted actuarial principles and practices as prescribed by the Actuarial Standards Board. The undersigned consultants of Lauterbach & Amen, LLP, with actuarial credentials, meet the Qualification Standards of the American Academy of Actuaries to render this Actuarial Certification. There is no relationship between the Village of Maywood, Illinois and Lauterbach & Amen, LLP that impairs our objectivity.

Respectfully Submitted,
LAUTERBACH & AMEN, LLP

Todd A. Schroeder, ASA, FCA, EA, MAAA

Robert L. Rietz, Jr., FCA, EA, MAAA

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MANAGEMENT SUMMARY

Recommended Contribution
Funded Status

Management Summary – Comments and Analysis
Actuarial Recommended Contribution – Reconciliation

MANAGEMENT SUMMARY

RECOMMENDED CONTRIBUTION

	Prior Valuation	Current Valuation
Recommended Contribution	\$4,683,510	\$4,837,056
Expected Payroll	\$4,196,234	\$4,243,320
Recommended Contribution as a Percent of Expected Payroll	111.61%	113.99%

The Recommended Contribution has Increased by \$153,546 from the Prior Valuation.

FUNDED STATUS

	Prior Valuation	Current Valuation
Normal Cost	\$984,410	\$987,704
Market Value of Assets	\$25,091,778	\$32,731,769
Actuarial Value of Assets	\$26,635,683	\$29,458,592
Actuarial Accrued Liability	\$70,277,264	\$72,141,896
Unfunded Actuarial Accrued Liability/(Surplus)	\$43,641,581	\$42,683,304
<u>Percent Funded</u>		
Actuarial Value of Assets	37.90%	40.83%
Market Value of Assets	35.70%	45.37%

The Percent Funded has Increased by 2.93% on an Actuarial Value of Assets Basis.



MANAGEMENT SUMMARY

MANAGEMENT SUMMARY – COMMENTS AND ANALYSIS

Contribution Results

The Recommended Contribution is based on the selected Funding Policy and methods that are outlined in the *Actuarial Funding Policies* section of this report.

The Illinois State Statutes for Pension Funds contain parameters that are used to determine the Statutory Minimum Contribution to a public Pension Fund. Those parameters and the resulting Statutory Minimum Contribution are found in the *Illinois Statutory Minimum Contribution* section of this report.

“Contribution Risk” is defined by the Actuarial Standards of Practice as the potential for actual future contributions to deviate from expected future contributions. For example, when actual contributions are not made in accordance to the Plan’s Funding Policy, or when future experience deviates materially from assumed. While it is essential for the Actuary and Plan Sponsor to collaborate on implementing a sound and financially feasible Funding Policy, it is important to note that the Actuary is not required, and is not in the position to, evaluate the ability or willingness of the Plan Sponsor to make the Recommended Contribution under the selected Funding Policy.

As a result, while Contribution Risk may be a significant source of risk for the Plan, this Actuarial Valuation makes no attempt to assess the impact of future contributions falling short of those recommended under the selected Funding Policy. Notwithstanding the above, see the *Actuarial Recommended Contribution – Reconciliation* section of this report for the impact on the current Recommended Contribution of any contribution shortfalls or excesses from the prior year.

Defined Benefit Plan Risks

Asset Growth:

Pension funding involves preparing Fund assets to pay for benefits when Members retire. During their working careers, assets grow with contributions and investment earnings; and then, the Pension Fund distributes assets in retirement. Based on the Plan’s current mix of Members and Funded Status, the Plan should experience positive asset growth, on average, if the Recommended Contributions are made and expected investment earnings come in. In the current year, the Fund asset growth was positive by approximately \$7,600,000.

Asset growth is important in the long-term. Long-term cash flow out of the Pension Fund is primarily benefit payments, and expenses are a smaller portion. The Plan should monitor the impact of expected benefit payments on future asset growth. We assess and project all future benefit payments as part of the determination of liability. The assessment is made on all current Members of the Fund, both active and inactive. For active Members, the assessment includes the probability that Members terminate or retire and begin receiving benefits. In the next 5 years, benefit payments are anticipated to increase 15-20%, or approximately \$610,000. In the next 10 years, the expected increase in benefit payments is 35-40%, or approximately \$1,400,000. The estimated increase in benefit payments is being compared against the benefits paid to inactive Members during the fiscal year, excluding any refunds of Member Contributions.



MANAGEMENT SUMMARY

Furthermore, plans with a large number of inactive Members have an increased “Longevity Risk”. Longevity Risk is the possibility that inactive Members may live longer than projected by the Plan’s mortality assumption. As shown in the previous paragraph, benefit payments are expected to increase over the next 5-year and 10-year horizons. The projected increases assume that current inactive Members pass away according to the Plan’s mortality assumption. To the extent that current inactive Members live longer than expected, the future 5-year and 10-year benefit projections may be larger than the amounts disclosed in the previous paragraph. Higher levels of benefit payments, payable for a longer period of time, may cause a significant strain to the Plan’s cash flow, future Recommended Contributions, and may lead to Plan insolvency.

Unfunded Liability:

Unfunded Liability represents the financial shortfall of the Actuarial Value of Assets compared to the Actuarial Accrued Liability. To the extent that Unfunded Liability exists, the Plan is losing potential investment earnings due to the financial shortfall. Contributions towards Unfunded Liability pay for the lost investment earnings, as well as the outstanding unfunded amount. If payments towards Unfunded Liability are not made, the Unfunded Liability will grow.

In the early 1990s, many Pension Funds in Illinois adopted an increasing payment towards Unfunded Liability due to a change in legislation. The initial payment decreased, and future payments are anticipated to increase annually after that. In many situations, payments early on were less than the interest on Unfunded Liability, which means that Unfunded Liability increased even though contributions were made at the recommended level.

The current Recommended Contribution includes a payment towards Unfunded Liability that is approximately \$1,300,000 greater than the interest on Unfunded Liability. All else being equal, and contributions being made, Unfunded Liability is expected to decrease. The Employer and Fund should anticipate that improvement in the current Percent Funded will be mitigated in the short-term. The Employer and Fund should understand this impact as we progress forward to manage expectations.

Actuarial Value of Assets:

The Pension Fund smooths asset returns that vary from expectations over a 5-year period. The intention over time is that asset returns for purposes of funding recommendations are a combination of several years. The impact is intended to smooth out the volatility of Recommended Contributions over time, but not necessarily increase or decrease the level of contributions over the long-term.

When asset returns are smoothed, there are always gains or losses on the Market Value of Assets that are going to be deferred for current funding purposes, and recognized in future years. Currently, the Pension Fund is deferring approximately \$3,300,000 in gains on the Market Value of Assets. These are asset gains that will be recognized in upcoming periods, independent of the future performance of the Market Value of Assets.

In the current valuation, we have recognized approximately \$40,000 in additional asset gains from the past five years in order to keep the Actuarial Value of Assets within 10% of the Market Value of Assets. See the *Development of the Actuarial Value of Assets* section of this report for more details.



MANAGEMENT SUMMARY

Cash Flow Risk:

Assets, liabilities, and Funded Status are good metrics to monitor over time to assess the progress of the Funding Policy. However, these metrics may provide limited forward-looking insights. Specifically, the maturity of a Pension Fund can pose certain risks that often cannot be assessed with a point-in-time metric such as Percent Funded.

For example, two different Pension Funds could have the same Percent Funded, but have completely different risk profiles. One Fund might mostly cover active Members with little to no Members in pay status, whereas a second Fund might mostly cover inactive Members with a significant level of annual benefit payments. The latter Fund has a greater “Cash Flow Risk”, i.e. a more significant chance that negative cash flows could lead to a deteriorating, rather than improving, Percent Funded over time.

It is important to note that, in general, positive net cash flows are good, but also need to be sufficient to cover the growth in the liabilities (i.e. the Normal Cost as well as interest on the Actuarial Accrued Liability). Typically, when cash flows are assumed to be insufficient to cover the growth in liabilities, the Percent Funded will decline, while future Recommended Contributions will increase.

For this Plan, the Market Value of Assets is less than the Actuarial Accrued Liability for inactive Members. The Fund assets and anticipated investment earnings are not sufficient to cover the benefits payable to the current inactive Members. In addition, there is currently no money set aside for active Member liability. There are two consequences. First, we are limiting the impact of investment earnings on accruing money for the active Members due to utilizing those dollars to pay for the current inactive Members. Second, there is Cash Flow Risk that exists in that a higher portion of the assets is needed to keep up with cash flow out for benefit payments, and a higher relative investment return is required to keep cash flow positive in any given year.

Benefit Payment Risk:

Ideally, plans in a sound financial position will have the ratio of annual benefits payments to the Market Value of Assets to be less than the Expected Rate of Return on Investments assumption (i.e. 6.75%). Theoretically, in this case it can be considered that investment returns will fully cover the annual benefit payments, and therefore, all Employer and Member Contributions made to the Fund will be used to pay for future benefit accruals and pay down the existing Unfunded Liability. To the extent that the ratio of the annual benefit payments to the Market Value of Assets increases to above the Expected Rate of Return on Investments assumption, the Plan may experience some additional risks, such as the need to keep assets in more liquid investments, inability to pay down Unfunded Liability, and may lead to Plan insolvency.

As of the Valuation Date, the Maywood Police Pension Fund has a ratio of benefit payments to the Market Value of Assets of 11.43%. In this case, a portion of the Employer Contributions are being used to pay the annual benefit payments creating Benefit Payment Risk and Cash Flow Risk. The Percent Funded of the Plan may not grow as quickly as expected under the current Funding Policy, since the amortization payment towards the Unfunded Liability is not being fully realized. As shown in the *Asset Growth* section of this report, the 5-year and 10-year horizons of future benefit payments are expected to increase. The Plan Sponsor should monitor the percentage of annual benefit payments to the Market Value of Assets and consider changing the Funding Policy if this ratio continues to increase.



MANAGEMENT SUMMARY

Fund Assets

The results in this report are based on the assets held in the Pension Fund. Assets consist of funds held for investment and for benefit payments as of the Actuarial Valuation Date. In addition, assets may be adjusted for other events representing dollars that are reasonably expected to be paid out from the Pension Fund or deposited into the Pension Fund after the Actuarial Valuation Date as well.

The current Fund assets are unaudited. As of the date of this report, the audit of the Fund assets is not complete, not available, or has not been provided.

The current Fund assets are based on the year-end financials as prepared by the Pension Fund Accountant. The year-end financials represent a full accrual version of the fiduciary fund as of the end of the Fiscal Year, prepared in preparation for the audit. The changes to the fund cash balance as of the Fiscal Year End are non-cash items that can include accrued interest, due/unpaid expenses, prepaids, and other adjustments.

*The Fund
Assets Used in
this Report
are
Unaudited.*

The Actuarial Value of Assets under the Funding Policy is equal to the Market Value of Assets, with unexpected gains and losses smoothed over 5 years. More detail on the Actuarial Value of Assets can be found in the *Actuarial Funding Policies* section of this report.

MANAGEMENT SUMMARY

Demographic Data

Demographic factors can change from year to year within the Pension Fund. Changes in this category include hiring new Members, Members retiring or becoming disabled, inactive Members passing away, and other changes. Demographic changes can cause an actuarial gain (contribution that is less than expected compared to the prior year) or an actuarial loss (contribution that is greater than expected compared to the prior year).

Demographic gains and losses occur when the assumptions over the one-year period for Member changes do not meet our long-term expectation. For example, if no Members become disabled during the year, we would expect a liability gain. If more Members become disabled than anticipated during the year, we would expect a liability loss. Generally, we expect short-term fluctuations in demographic experience to create gains or losses of 1%-3% of the Actuarial Accrued Liability in any given year, but to balance out in the long-term.

“Demographic Risk” occurs when Plan demographic experience differs significantly from expected. Similar to Longevity Risk discussed previously, additional risk is created when demographic experience differs from the assumed rates of disability, retirement, or termination. Under the chosen assumptions, actuarial gains and/or losses will always occur, as the assumptions will never be exactly realized. However, the magnitude of the gain and/or loss and its influence on the Recommended Contribution largely depends on the size of the Plan.

Based on the number of active Members in the Plan, the Recommended Contribution has a moderate risk of having a significant increase due to demographic experience. For example, 1 new disabled Member would typically generate a substantial increase to the Actuarial Accrued Liability, which in turn, may increase the Recommended Contribution.

In the current report, the key demographic changes were as follows:

New Hires: There was 1 Member of the Fund who was hired during the year. When a Member is admitted to the Pension Fund, the Employer Contribution will increase to reflect the new Member. The increase in the Recommended Contribution in the current year due to the new Member experience is approximately \$4,000.

Retirement: There were 2 Members of the Fund who retired during the year. When a Member retires, the Normal Cost will decrease. Any change in the Actuarial Accrued Liability will be considered when determining the amount to pay towards Unfunded Liability each year. The increase in the Recommended Contribution in the current year due to the retirement experience is approximately \$18,000.

Mortality: There were 2 retirees who passed away during the year, both of whom had an eligible surviving spouse. When a retiree passes away, the Fund liability will decrease as the Pension Fund no longer will make future payments to the retiree. If there is an eligible surviving spouse, the Fund liability will increase to represent the value of the expected payments that will be made to the spouse. When a surviving spouse passes away, the Fund liability will decrease as the Pension Fund no longer will make future payments to the surviving spouse.



MANAGEMENT SUMMARY

As inactive Members age and continue to collect benefits, the Fund liability will also increase. In the current year, there were 66 inactive Members who maintained their benefit collection status throughout the year. The net decrease in the Recommended Contribution in the current year due to the mortality experience is approximately \$13,000.

Salary Increases: Salary increases were less than anticipated in the current year. This caused a decrease in the Recommended Contribution in the current year of approximately \$2,000.

Assumption Changes

In the current valuation, we have reviewed the individual pay increases assumption to reflect the Collective Bargaining Agreement between the Village of Maywood, Illinois and the Illinois Council of Police for the period May 1, 2017 through April 30, 2020. The year over year step increases dictated by the wage schedule did not change significantly from the prior Collective Bargaining Agreement; therefore, we have not updated the individual pay increases assumption.

The above stated assumption changes were made to better reflect the future anticipated experience of the Fund. See the *Actuarial Recommended Contribution – Reconciliation* section of this report for the impact of these changes on the current valuation.

Funding Policy Changes

The Funding Policy was not changed from the prior valuation.

Other Considerations

After careful consideration, we have elected to transition our client reporting to a new valuation platform. Our new platform, ProVal, is an industry standard tool that encompasses a multitude of actuarial best practices. The driving reason behind our decision to transition to this platform is that it will give us the opportunity to provide additional capabilities to our clients in the near future, including stochastic prediction modeling and sensitivity capabilities. Because this software has slightly different parameters in the underlying coding, there may be a minor variation in actuarial calculations. These variations are well within the acceptable ranges developed for actuarial standards. For example, a Pension Fund that is 100% funded in one software, may actually show as 98%-102% funded across different software platforms. This is routine in nature and is a regular part of running estimates and projections. As we strive for “best estimates” in the actuarial funding process, the best due diligence continues to be the process of setting and reviewing assumptions in the actuarial profession. Our commitment to reviewing new information regularly continues to be at the forefront of our reporting.



MANAGEMENT SUMMARY

ACTUARIAL RECOMMENDED CONTRIBUTION – RECONCILIATION

Actuarial Accrued Liability is expected to increase each year for both interest for the year and as active Members earn additional service years towards retirement. Similarly, Actuarial Accrued Liability is expected to decrease when the Fund pays benefits to inactive Members.

Contributions are expected to increase as expected pay increases under the Funding Policy for the Fund.

	Actuarial Liability	Recommended Contribution
Prior Valuation	\$ 70,277,264	\$ 4,683,510
Expected Changes	2,056,631	152,215
Initial Expected Current Valuation	<u>\$ 72,333,895</u>	<u>\$ 4,835,725</u>

Other increases or decreases in Actuarial Accrued Liability (key changes noted below) will increase or decrease the amount of Unfunded Liability in the Plan. To the extent that Unfunded Liability increases or decreases unexpectedly, the contribution towards Unfunded Liability will also change unexpectedly.

	Actuarial Liability	Recommended Contribution
Salary Increases Less than Expected	\$ (102,719)	\$ (2,267)
Actuarial Experience	(89,280)	(16,900)
Assumption Changes	-	-
Funding Policy Changes	-	-
Asset Return Greater than Expected*	-	(78,356)
Contributions Less than Expected	-	98,854
Total Increase/(Decrease)	<u>\$ (191,999)</u>	<u>\$ 1,331</u>
Current Valuation	<u>\$ 72,141,896</u>	<u>\$ 4,837,056</u>

*Impact on the Recommended Contribution due to asset return is on an Actuarial Value of Assets basis.

In the current valuation, we have updated the Actuarial Valuation software used to determine Actuarial Liability. The Actuarial Experience can be attributable to several factors including Actuarial Valuation software changes, demographic changes, and benefit payment experience compared to expectation.

Key demographic changes were discussed in the *Demographic Data* section of this report.





VALUATION OF FUND ASSETS

Market Value of Assets
Market Value of Assets (Gain)/Loss
Development of the Actuarial Value of Assets
Actuarial Value of Assets (Gain)/Loss
Historical Asset Performance

VALUATION OF FUND ASSETS

MARKET VALUE OF ASSETS

Statement of Assets

	Prior Valuation	Current Valuation
Cash and Cash Equivalents	\$ 194,840	\$ 92,796
Money Market	1,538,850	1,517,085
Fixed Income	8,929,051	9,070,011
Stock Equities	4,155,320	6,689,492
Mutual Funds	10,107,304	15,196,253
Receivables (Net of Payables)	166,413	166,132
Total Market Value of Assets	<u>\$ 25,091,778</u>	<u>\$ 32,731,769</u>

The Total Market Value of Assets has Increased by Approximately \$7,640,000 from the Prior Valuation.

Statement of Changes in Assets

Total Market Value of Assets - Prior Valuation	\$ 25,091,778
Plus - Employer Contributions	3,578,264
Plus - Member Contributions	409,699
Plus - Return on Investments	7,449,581
Less - Benefit Payments and Refunds	(3,749,940)
Less - Other Expenses	<u>(47,613)</u>
Total Market Value of Assets - Current Valuation	<u>\$ 32,731,769</u>

The Rate of Return on Investments on a Market Value of Assets Basis for the Fund was Approximately 29.36% Net of Administrative Expense.

The Rate of Return on Investments shown above has been determined as the Return on Investments from the Statement of Changes in Assets, as a percent of the average of the prior and current Market Value of Assets. The Rate of Return on Investments is net of Other Expenses, and has been excluded from the Total Market Value of Assets at the end of the Fiscal Year for this calculation.



VALUATION OF FUND ASSETS

MARKET VALUE OF ASSETS (GAIN)/LOSS

Current Year (Gain)/Loss on Market Value of Assets

Total Market Value of Assets - Prior Valuation	\$ 25,091,778
Employer and Member Contributions	3,987,963
Benefit Payments and Refunds	(3,749,940)
Expected Return on Investments	<u>1,701,729</u>
Expected Total Market Value of Assets - Current Valuation	\$ 27,031,530
Actual Total Market Value of Assets - Current Valuation	<u>32,731,769</u>
Current Market Value of Assets (Gain)/Loss	<u>\$ (5,700,239)</u>
Expected Return on Investments	\$ 1,701,729
Actual Return on Investments (Net of Expenses)	<u>7,401,968</u>
Current Market Value of Assets (Gain)/Loss	<u>\$ (5,700,239)</u>

*The Actual Return
on Investments on a
Market Value of
Assets Basis was
Greater than
Expected for the
Current Year.*

The (Gain)/Loss on the current Market Value of Assets has been determined based on the Expected Rate of Return on Investments as shown in the *Actuarial Assumptions* section of this report.

VALUATION OF FUND ASSETS

DEVELOPMENT OF THE ACTUARIAL VALUE OF ASSETS

Total Market Value of Assets - Current Valuation \$ 32,731,769

Adjustment for Prior (Gains)/Losses

	Full Amount	Deferral
FYE 2021	\$ (5,700,239)	(4,560,191)
FYE 2020	1,877,227	1,126,336
FYE 2019	528,387	211,355
FYE 2018	(452,549)	(90,510)
Total Deferred (Gain)/Loss		(3,313,010)

Initial Actuarial Value of Assets - Current Valuation \$ 29,418,759

Less Contributions for the Current Year and Interest -
Adjustment for the Corridor 39,833

Total Actuarial Value of Assets - Current Valuation \$ 29,458,592

The Actuarial Value of Assets is Equal to the Market Value of Assets with Unanticipated (Gains)/Losses Recognized Over 5 Years. The Actuarial Value of Assets is 90.00% of the Market Value of Assets.

In the current valuation, we have recognized approximately \$40,000 in additional asset gains from the past five years in order to keep the Actuarial Value of Assets within 10% of the Market Value of Assets.

ACTUARIAL VALUE OF ASSETS (GAIN)/LOSS

Total Actuarial Value of Assets - Prior Valuation	\$ 26,635,683
Plus - Employer Contributions	3,578,264
Plus - Member Contributions	409,699
Plus - Return on Investments	2,632,499
Less - Benefit Payments and Refund	(3,749,940)
Less - Other Expenses	(47,613)
Total Actuarial Value of Assets - Current Valuation	\$ 29,458,592

The Rate of Return on Investments on an Actuarial Value of Assets Basis for the Fund was Approximately 9.66% Net of Administrative Expense.

The Actuarial Value of Assets incorporates portions of gains and losses over multiple years.



VALUATION OF FUND ASSETS

HISTORICAL ASSET PERFORMANCE

The chart below shows the historical Rates of Return on Investments for both Market Value of Assets and Actuarial Value of Assets.

	Market Value of Assets	Actuarial Value of Assets
FYE 2021	29.36%	9.66%
FYE 2020	(0.74%)	4.11%
FYE 2019	4.48%	5.73%
FYE 2018	9.01%	6.30%
FYE 2017	9.47%	5.80%
FYE 2016	(3.16%)	5.27%
FYE 2015	7.90%	7.30%

The historical Rates of Return on Investments shown above were calculated based on the annual Return on Investments, as a percentage of the average value of the assets for the year.

For purposes of determining the average value of assets for the year, the ending Market Value of Assets has been adjusted to net out to the portion related to the Return on Investments themselves. All other cash flows are included.

For purposes of determining the annual Return on Investments we have adjusted the figures shown on the preceding pages. The figures shown on the preceding pages are net of Investment Expenses. We have made an additional adjustment to net out Administrative Expenses. Netting out Administrative Expenses allows us to capture returns for the year that can be used to make benefit payments as part of the ongoing actuarial process.

The adjustments we made are for actuarial reporting purposes only. By netting out Administrative Expenses and capturing Return on Investments that are available to pay benefits, it provides us a comparison to the Expected Rate of Return on Investments, but does not provide a figure that would be consistent with the rates of return that are determined by other parties. Therefore, this calculated Return on Investments should not be used to analyze investment performance of the Fund or the performance of the investment professionals.



VALUATION OF FUND ASSETS

Expected Rate of Return on Investments Assumption

The Expected Rate of Return on Investments for this valuation is 6.75%. Lauterbach & Amen, LLP does not provide investment advice. We look at a variety of factors when reviewing the Expected Rate of Return on Investments assumption selected by the Board. These factors include: historical Rates of Return on Investments, capital market projections performed by the Fund's investment advisors, the Fund's investment policy, capital market forward-looking benchmark expected returns by independent investment companies, rates used by comparable pension systems, and other factors identified in the Actuarial Standards of Practice.

Generally speaking, the ideal assumption for Expected Rate of Return on Investments is one that has a 50% chance of being met over the long-term. If actual returns going forward come in less than expected, the pension system risks deferring contributions to the future that should be made today, and creating additional contribution volatility. Reducing the Expected Rate of Return on Investments by 25 basis points produces a Recommended Contribution that is 5.77% higher than currently shown.

"Investment Risk" is the potential that actual Return on Investments will be different from what is expected. The selected Expected Rate of Return on Investments assumption is chosen to be a long-term assumption, producing a return that, on average, would produce a stable rate of return over a long-term horizon. Actual asset returns in the short-term may deviate from this long-term assumption due to current market conditions. Furthermore, establishing the Expected Rate of Return on Investments assumption may be dependent on the Illinois State Statutes pertaining to the limitations on types of investments Plan Sponsors may use. If the actual annual rates of return are less than the Expected Rate of Return on Investments, actuarial losses will be produced, thus increasing the Plan's Unfunded Liability and, subsequently, future Recommended Contributions.

"Asset/Liability Mismatch" risk is a similar concept as Investment Risk, as it relates to setting the Expected Rate of Return on Investments assumption compared to the actual Return on Investments achieved. The Interest Rate used to discount future Plan liabilities is set equal to the Expected Rate of Return on Investments. It is expected that the selected Interest Rate be a rate that is reasonably expected to be achieved over the long-term. To the extent that the selected Interest Rate to value Plan liabilities is unreasonable, or significantly different than the actual Return on Investments earned over an extended period of time, additional Interest Rate risk is created. For example, determining Plan liabilities at an Interest Rate higher than what is expected to be achieved through investment returns results in Unfunded Liability that is not a true representation of the Plan's condition and Percent Funded. As a result, the Actuarial Accrued Liability determined is an amount smaller than the liability that would be produced with an Interest Rate more indicative of future Expected Rate of Return on Investments. Therefore, the Recommended Contributions under the established Funding Policy may not be sufficient to appropriately meet the true pension obligations.





RECOMMENDED CONTRIBUTION DETAIL

Actuarial Accrued Liability
Funded Status
Development of the Employer Normal Cost
Normal Cost as a Percentage of Expected Payroll
Recommended Contribution Breakdown
Schedule of Amortization – Unfunded Actuarial Accrued Liability
Actuarial Methods – Recommended Contribution

RECOMMENDED CONTRIBUTION DETAIL

ACTUARIAL ACCRUED LIABILITY

	Prior Valuation	Current Valuation
Active Members	\$ 18,026,731	\$ 16,118,341
Inactive Members		
Terminated Members*	311,976	439,575
Retired Members	37,235,984	39,152,253
Disabled Members	9,946,512	10,091,499
Other Beneficiaries	4,756,061	6,340,228
Total Inactive Members	52,250,533	56,023,555
Total Actuarial Accrued Liability	\$ 70,277,264	\$ 72,141,896

*The Total Actuarial
Accrued Liability
has Increased by
Approximately
\$1,865,000 from the
Prior Valuation.*

*Terminated Members Actuarial Accrued Liability for the current valuation includes non-vested terminated Members entitled to a refund of Employee Contributions that was not included in the prior valuation.

FUNDED STATUS

	Prior Valuation	Current Valuation
Total Actuarial Accrued Liability	\$ 70,277,264	\$ 72,141,896
Total Actuarial Value of Assets	26,635,683	29,458,592
Unfunded Actuarial Accrued Liability	\$ 43,641,581	\$ 42,683,304
Total Market Value of Assets	\$ 25,091,778	\$ 32,731,769
Percent Funded		
Actuarial Value of Assets	<u>37.90%</u>	<u>40.83%</u>
Market Value of Assets	<u>35.70%</u>	<u>45.37%</u>

*The Percent Funded
as of the Actuarial
Valuation Date is
Subject to Volatility
on Assets and
Liability in the
Short-Term.*



RECOMMENDED CONTRIBUTION DETAIL

DEVELOPMENT OF THE EMPLOYER NORMAL COST

	Prior Valuation	Current Valuation
Total Normal Cost	\$ 984,410	\$ 987,704
Estimated Member Contributions	(415,847)	(413,789)
Employer Normal Cost	\$ 568,563	\$ 573,915

*At a 100%
Funding Level,
the Normal Cost
Contribution is
Still Required.*

NORMAL COST AS A PERCENTAGE OF EXPECTED PAYROLL

	Prior Valuation	Current Valuation
Expected Payroll	\$ 4,196,234	\$ 4,243,320
Member Normal Cost Rate	<u>9.910%</u>	<u>9.910%</u>
Employer Normal Cost Rate	<u>13.55%</u>	<u>13.37%</u>
Total Normal Cost Rate	<u>23.46%</u>	<u>23.28%</u>

*Ideally, the
Employer
Normal Cost
Rate will Remain
Stable.*

RECOMMENDED CONTRIBUTION BREAKDOWN

	Prior Valuation	Current Valuation
Employer Normal Cost*	\$ 606,941	\$ 612,654
Amortization of Unfunded Accrued Liability/(Surplus)	4,076,569	4,224,402
Recommended Contribution	\$ 4,683,510	\$ 4,837,056

*The
Recommended
Contribution has
Increased by
3.28% from the
Prior Valuation.*

*Employer Normal Cost Contribution includes interest through the end of the Fiscal Year.



RECOMMENDED CONTRIBUTION DETAIL

SCHEDULE OF AMORTIZATION – UNFUNDED ACTUARIAL ACCRUED LIABILITY

Below is the schedule of remaining amortization balances for the Unfunded Liability.

Unfunded Liability Base	Initial Balance	Date Established	Current Balance	Years Remaining	Payment
Investment (Gain)/Loss	\$ (880,944)	4/30/2021	\$ (880,944)	15	\$ (78,356)
Actuarial (Gain)/Loss	506,384	4/30/2021	506,384	15	45,042
Contribution Experience	547,046	4/30/2021	547,046	15	48,658
Investment (Gain)/Loss	569,290	4/30/2020	557,081	14	52,282
Actuarial (Gain)/Loss	550,386	4/30/2020	538,582	14	50,545
Contribution Experience	428,086	4/30/2020	418,905	14	39,314
Assumption Changes	2,000,075	4/30/2020	1,957,181	14	183,680
Plan Changes	527,011	4/30/2020	515,709	14	48,399
Investment (Gain)/Loss	124,809	4/30/2019	118,915	13	11,835
Actuarial (Gain)/Loss	2,362,269	4/30/2019	2,250,699	13	223,994
Contribution Experience	226,036	4/30/2019	215,360	13	21,433
Assumption Changes	(2,177,246)	4/30/2019	(2,074,414)	13	(206,449)
Investment (Gain)/Loss	93,238	4/30/2018	85,990	12	9,128
Actuarial (Gain)/Loss	548,008	4/30/2018	505,404	12	53,651
Contribution Experience	(490,488)	4/30/2018	(452,357)	12	(48,020)
Initial Unfunded Liability	<u>\$ 40,445,557</u>	4/30/2018	<u>\$ 37,873,763</u>	13	<u>\$ 3,769,266</u>
Total	<u>\$ 45,379,517</u>		<u>\$ 42,683,304</u>		<u>\$ 4,224,402</u>

The Actuarial (Gain)/Loss can be attributable to several factors including Actuarial Valuation software changes, demographic changes, Employer Contribution timing, Member Contribution experience, benefit payment experience, and salary increase experience compared to expectation.

The equivalent single amortization period based on the layered amortization of Unfunded Liability is 13.09 years for the current valuation.



RECOMMENDED CONTRIBUTION DETAIL

ACTUARIAL METHODS – RECOMMENDED CONTRIBUTION

Actuarial Valuation Date	May 1, 2021
Data Collection Date	April 30, 2021
Actuarial Cost Method	Entry Age Normal (Level % Pay)
Amortization Method	Level % Pay (Closed)
Amortization Target	Layered - See Previous Page
Asset Valuation Method	5-Year Smoothed Market Value

The contributions and benefit values of the Pension Fund are calculated by applying actuarial assumptions to the benefit provisions and census data furnished, using the Actuarial Cost Method described. The Actuarial Cost and Amortization Methods allocate the projected obligations of the Plan over the working lifetimes of the Plan Members.

The Recommended Contribution amount shown in this report is based on the methods summarized above. The *Actuarial Funding Policies* section of this report includes a more detailed description of the Actuarial Funding Methods being used.

The Actuarial Funding Methods are meant to provide a systematic process for determining contributions on an annual basis. The methods do not impact the expectation of future benefit payments. The methods only impact the way contributions are made towards future benefit payments.

Different Actuarial Funding Methods may achieve funding goals with differing levels of success. Certain methods are more efficient and more stable on an annual basis.





ILLINOIS STATUTORY MINIMUM CONTRIBUTION

Statutory Minimum Contribution
Funded Status – Statutory Minimum
Actuarial Methods – Illinois Statutory Minimum Contribution

ILLINOIS STATUTORY MINIMUM CONTRIBUTION

STATUTORY MINIMUM CONTRIBUTION

	Prior Valuation	Current Valuation
Statutory Minimum Contribution	\$3,183,042	\$3,235,645
Expected Payroll	\$4,196,234	\$4,243,320
Statutory Minimum Contribution as a Percent of Expected Payroll	75.85%	76.25%

*The Statutory
Minimum
Contribution has
Increased by
\$52,603 from the
Prior Valuation.*

FUNDED STATUS – STATUTORY MINIMUM

	Prior Valuation	Current Valuation
Normal Cost	\$1,064,946	\$940,334
Market Value of Assets	\$25,091,778	\$32,731,769
Actuarial Value of Assets	\$26,635,683	\$29,458,592
Actuarial Accrued Liability	\$68,063,019	\$72,556,143
Unfunded Actuarial Accrued Liability/(Surplus)	\$41,427,336	\$43,097,551
<u>Percent Funded</u>		
Actuarial Value of Assets	39.13%	40.60%
Market Value of Assets	36.87%	45.11%

*The Statutory
Minimum Percent
Funded has
Increased by 1.47%
on an Actuarial
Value of Assets
Basis.*



ILLINOIS STATUTORY MINIMUM CONTRIBUTION

The Statutory Minimum Contribution is based on Actuarial Funding Methods and funding parameters in the Illinois State Statutes for pension funding. The resulting contribution is lower than the Recommended Contribution for the current year. The lower contribution amount is not recommended because it represents only a deferral of contributions when compared to the Recommended Contribution method.

Actuarial Funding Methods for pensions are best applied to provide a balance between the long-term goals of a variety of stakeholders:

1. Members – the Members are interested in benefit security and having the funds available to pay benefits when retired
2. Employers – cost control and cost stability over the long-term
3. Taxpayers – paying for the services they are receiving from active Members

The Statutory Minimum Contribution methods are not intended to provide a better system in any of the above categories long-term. The parameters are not recommended for a long-term funding strategy.

The Statutory Minimum methods put into place in 2011 were intended to provide short-term budget relief for Employer Contributions. An Employer using the Statutory Minimum parameters for current funding should view the contributions as short-term relief. Our recommendation in this situation is for a Pension Fund and an Employer to work towards a long-term funding strategy that better achieves the long-term funding goals, over a period that does not exceed 3-5 years.

The Securities and Exchange Commission in 2013 used the phrase “Statutory Underfunding” to describe situations where contributions appear to be more manageable in the short-term, but set up future Recommended Contributions that are less likely to be manageable.

ILLINOIS STATUTORY MINIMUM CONTRIBUTION

ACTUARIAL METHODS – ILLINOIS STATUTORY MINIMUM CONTRIBUTION

Actuarial Valuation Date	May 1, 2021
Data Collection Date	April 30, 2021
Actuarial Cost Method	Projected Unit Credit
Amortization Method	Level % Pay (Closed)
Amortization Target	90% Funded Over 19 Years
Asset Valuation Method	5-Year Smoothed Market Value

The contribution and benefit values of the Pension Fund are calculated by applying actuarial assumptions to the benefit provisions and census data furnished, using the Actuarial Cost Method described. The Actuarial Cost and Amortization methods allocate the projected obligations of the Plan over the working lifetimes of the Plan Members.

The Actuarial Funding Methods are meant to provide a systematic process for determining contributions on an annual basis. The methods do not impact the expectation of future benefit payments. The methods only impact the way contributions are made towards future benefit payments.

Different Actuarial Funding Methods may achieve funding goals with differing levels of success. Certain methods are more efficient and more stable on an annual basis.





ACTUARIAL VALUATION DATA

Active Members
Inactive Members
Summary of Monthly Benefit Payments

ACTUARIAL VALUATION DATA

ACTIVE MEMBERS

	Prior Valuation	Current Valuation
Tier I	23	21
Tier II	21	22
Total Active Members	44	43
Total Payroll*	\$ 4,129,136	\$ 4,175,469

*Total Payroll for the prior valuation includes assumed 4.75% COLA increases for all active Members, in anticipation of retroactive pay increases upon contract settlement.

INACTIVE MEMBERS

	Prior Valuation	Current Valuation
Terminated Members*	2	16
Retired Members	38	38
Disabled Members	13	13
Other Beneficiaries	17	19
Total Inactive Members	70	86

*Terminated Members for the current valuation includes non-vested terminated Members entitled to a refund of Employee Contributions who were not included in the prior valuation.

SUMMARY OF MONTHLY BENEFIT PAYMENTS

	Prior Valuation	Current Valuation
Retired Members	\$ 206,247	\$ 210,735
Disabled Members	47,917	48,044
Other Beneficiaries	44,084	57,330
Total Inactive Members	\$ 298,248	\$ 316,109





ACTUARIAL FUNDING POLICIES

Actuarial Cost Method
Financing Unfunded Actuarial Accrued Liability
Actuarial Value of Assets

ACTUARIAL FUNDING POLICIES

ACTUARIAL COST METHOD

The Actuarial Cost Method allocates the projected obligations of the Plan over the working lifetimes of the Plan Members.

In accordance with the Pension Fund's Funding Policy the Actuarial Cost Method for the Recommended Contribution basis is Entry Age Normal (Level Percent of Pay). The Entry Age Normal Cost Method is a method under which the Actuarial Present Value of the projected benefits of each individual included in an Actuarial Valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age. The portion of this Actuarial Present Value allocated to a valuation year is called Normal Cost. The portion of the Actuarial Present Value not provided at an Actuarial Valuation Date by the Actuarial Present Value of future Normal Costs is called the Actuarial Accrued Liability.

The Entry Age Normal method attempts to create a level cost pattern. In contrast to other Actuarial Cost Methods which inherently lead to uneven or less predictable cost patterns, the Entry Age Normal method is generally understood to be less risky in terms of contribution stability from year to year.

The Conference of Consulting Actuaries Public Plans Community produced a "white paper" detailing Funding Policy model practices for public sector pension plans. Under the Level Cost Actuarial Methodology ("LCAM"), one of the principal elements to a Funding Policy is the Actuarial Cost Method. When deciding which Actuarial Cost Method to use, several objectives may be considered, such as the following:

- Each Member's benefit should be funded under a reasonable allocation method by the expected retirement date
- Pay-related benefit costs should reflect anticipated pay at retirement
- The expected cost of each year of service (i.e. Normal Cost) for each active Member should be reasonably related to the expected cost of that Member's benefit
- The Member's Normal Cost should emerge as a level percent of Member compensation
- No gains or losses should occur if all assumptions are met.

Following these criteria, the use of the Entry Age Normal Cost Method (Level Percent of Pay) is a model practice.

FINANCING UNFUNDED ACTUARIAL ACCRUED LIABILITY

The Unfunded Actuarial Accrued Liability may be amortized over a period either in level dollar amounts or as a level percentage of payroll.

When amortizing the Unfunded Actuarial Accrued Liability as a level percentage of payroll, additional risk is incurred since the amortization payments in the early years of the payment period may not be large enough to cover the interest accrued on the existing Unfunded Liability. As a result, the Unfunded



ACTUARIAL FUNDING POLICIES

Liability may increase initially, before the amortization payments grow large enough to cover all interest accruals. Generally speaking, the Plan Sponsor will be required to contribute a larger total contribution amount over the course of the funding period under a level percentage of payroll basis as compared to a level dollar payroll schedule.

The Government Finance Officers Association notes that best practices in public pension finance include utilizing amortization periods that do not exceed 20 years. Longer amortization periods elevate the risk of failing to reduce any Unfunded Liability. For example, when the amortization payment in full only covers interest on the Unfunded Liability, but does not reduce the existing Unfunded Liability, the required contribution will increase in future years.

A second principal element under the Level Cost Actuarial Methodology described above is to establish an Amortization Policy that determines the length of time and the structure of the increase or decrease in contributions required to systematically fund the Unfunded Actuarial Accrued Liability. When deciding on the Amortization Policy, several objectives may be considered, such as the following:

- Variations in the source of liability changes (i.e. gains or losses, Plan changes, assumption changes) should be funded over periods consistent with an appropriate balance between the policy objectives of demographic matching and volatility management
- The cost changes in Unfunded Actuarial Accrued Liability should emerge as a level percentage of Member compensation

The LCAM model practices for the Amortization Policy include the following:

- Layered fixed period amortization by source
- Level percent of pay amortization
- An amortization period ranging from 15-20 years for experience gains or losses
- An amortization period of 15-25 years for assumption changes

In accordance with the Pension Fund's Funding Policy for the Recommended Contribution, the Unfunded Actuarial Accrued Liability is amortized by level percent of payroll contributions to a 100% funding target over a layered amortization period of 15 years. See the *Actuarial Methods – Recommended Contribution* section of this report for more detail.

The equivalent single amortization period based on the layered amortization of Unfunded Liability is 13.09 years for the current valuation.

We believe that the amortization period is appropriate for the purposes of this valuation.



ACTUARIAL FUNDING POLICIES

ACTUARIAL VALUE OF ASSETS

The Pension Fund is an ongoing plan. The Employer wishes to smooth the effect of volatility in the Market Value of Assets on the annual contribution. Therefore, the Actuarial Value of Assets is equal to the Market Value of Assets with unanticipated gains/losses recognized over a five-year period.

The Asset Valuation Method is intended to create an Actuarial Value of Assets that remains reasonable in relation to the Market Value of Assets over time. The method produces results that can fall either above or below the Market Value of Assets. The period of recognition is short.

It is intended that the period of recognition is short enough to keep the Actuarial Value of Assets within a decent range of the Market Value of Assets. In the event that the Actuarial Value of Assets exceeds or falls below a 10% corridor of the Market Value of Assets, the additional gain or loss will be recognized immediately.

DRAFT





ACTUARIAL ASSUMPTIONS

Nature of Actuarial Calculations
Actuarial Assumptions in the Valuation Process
Assessment of Risk Exposures
Limitations of Risk Analysis
Assessment and Use of Actuarial Models
Actuarial Assumptions Utilized

ACTUARIAL ASSUMPTIONS

NATURE OF ACTUARIAL CALCULATIONS

The results documented in this report are estimates based on data that may be imperfect and on assumptions about future events. Certain Plan Provisions may be approximated or deemed immaterial, and, therefore, are not valued. Assumptions may be made about census data or other factors. Reasonable efforts were made in this valuation to ensure that significant items in the context of the Actuarial Accrued Liability or costs are treated appropriately, and not excluded or included inappropriately.

Actual future experience will differ from the assumptions used in the calculations. As these differences arise, the expense for accounting purposes will be adjusted in future valuations to reflect such actual experience.

A range of results different from those presented in this report could be considered reasonable. The numbers are not rounded, but this is for convenience only and should not imply precision which is not inherent in actuarial calculations.

ACTUARIAL ASSUMPTIONS IN THE VALUATION PROCESS

The contributions and benefit values of the Pension Fund are calculated by applying actuarial assumptions to the benefit provisions and census data furnished, using the Actuarial Cost Method described in the *Actuarial Funding Policies* section of this report.

The principal areas of financial risk which require assumptions about future experience are:

- Expected Rate of Return on Investments
- Patterns of Pay Increases for Members
- Rates of Mortality Among Active and Inactive Members
- Rates of Termination Among Active Members
- Rates of Disability Among Active Members
- Age Patterns of Actual Retirements

Actual experience of the Pension Fund will not coincide exactly with assumed experience. Each valuation provides a complete recalculation of assumed future experience and takes into account all past differences between assumed and actual experience. The result is a continual series of adjustments to the computed Recommended Contribution.

Details behind the selection of the actuarial assumptions can be found in the Actuarial Assumption Summary document provided to the client upon request. The client has reviewed and approved the assumptions as a reasonable expectation of the future anticipated experience under the Plan.



ACTUARIAL ASSUMPTIONS

ASSESSMENT OF RISK EXPOSURES

From time to time it becomes appropriate to modify one or more of the assumptions, to reflect experience trends (but not random year-to-year fluctuations). In addition, Actuarial Standards of Practice require that the Actuary minimally perform a qualitative assessment of key financial and demographic risks as part of the risk assessment process with each annual Actuarial Valuation. The risk assessments we perform include, but are not limited to, the following:

- Periodic demographic experience studies every 3 to 5 years to confirm the ongoing appropriateness of actuarial assumptions
- Highlight the impact of demographic experience over the past year, as well as other sources of change and volatility in the *Actuarial Recommended Contribution – Reconciliation* section of this report
- Detail year-over-year changes in contribution levels, assets, liabilities, and Funded Status in the *Recommended Contribution* and *Funded Status* sections in the *Management Summary* section of this report
- Review any material changes in the census as summarized in the *Actuarial Valuation Data* section of this report
- Provide and discuss the Actuarial Assumption Summary document highlighting the rationale for each key assumption chosen by the Board
- Identify potential Cash Flow Risk by highlighting expected benefit payments over the next 5-year and 10-year periods in the *Asset Growth* section in the *Management Summary* section of this report
- Describe the impact of any assumption, method, or policy change in the *Management Summary* section of this report
- Utilize supplemental information, such as the GASB Discount Rate sensitivity disclosures to understand, for example, what impact an alternative Expected Rate of Return on Investments assumption might have on the estimation of Actuarial Accrued Liability and Funded Status
- Utilize supplemental information, such as the GASB solvency test, to better understand the Cash Flow Risk and long-term sustainability of the Plan.

LIMITATIONS OF RISK ANALYSIS

Since future experience may never be precisely as assumed, the process of selecting funding methods and actuarial assumptions may inherently create risk and volatility of results. A more detailed evaluation of the above risk exposures is beyond the scope and nature of the annual Actuarial Valuation process. For example, scenario tests, sensitivity tests, stress tests, and/or stochastic modeling for multi-year projections to assess the impact of alternative assumptions and methods, or modeling future experience different from the assumptions in these results, are not included in this Actuarial Valuation.

The Maywood Police Pension Fund and/or the Village of Maywood, Illinois should contact the Actuary if they desire a more detailed assessment of any of these forward-looking risk exposures.



ACTUARIAL ASSUMPTIONS

ASSESSMENT AND USE OF ACTUARIAL MODELS

Actuarial Valuations rely upon the use of actuarial modeling software to predict the occurrence of future events, which include specific demographic and financial potential outcomes. Actuarial assumptions are established to provide a guideline to use for such modeling.

- The model used in this Actuarial Valuation is intended to determine the Recommended Contribution, under the selected Funding Policy. The actuarial assumptions used were developed with this goal in mind.
- There are no known material limitations or inconsistencies among the actuarial assumptions or methods.
- The output from the model is reasonable based on the individual actuarial assumptions and based on the actuarial assumptions in the aggregate.
- The actuarial software used to calculate plan liabilities has been purchased from an outside vendor. We have performed thorough testing of the software, including review of sample participants, to ensure the intended purpose of the model, the operation of the model, sensitivities and dependencies, and strengths and limitations of the model are sufficient for this purpose.
- Census data and financial information have been provided by client professionals, financial advisors, and/or auditors, who are known to be experts in their respective fields. We rely on the fact that the information provided by these experts has been given for the intended purpose of this Actuarial Valuation.
- Where applicable, certain actuarial assumptions and Funding Policy may be required as prescribed by law. In such instances, we have followed legal guidance to ensure conformity.
- The Expected Rate of Return on Investments assumption has been chosen using input from several sources; including, but not limited to: client professionals, financial advisors, auditors, and other capital market outlooks. We have relied on the information provided, in the aggregate, to settle on the selected Expected Rate of Return on Investments assumption.

As stated in the *Limitations of Risk Analysis* section, future experience may never be precisely as assumed. As a result, the funding methods and actuarial assumptions used in the model may create volatility in the results when compared year after year. A more detailed evaluation of this volatility is beyond the scope and nature of the annual Actuarial Valuation process. In such cases, additional scenario tests, sensitivity tests, stress tests, and/or stochastic modeling for multi-year projections to assess the impact of alternative assumptions and methods, or modeling future experience different from the assumptions in these results, may be performed to determine a range of reasonable results.

ACTUARIAL ASSUMPTIONS

ACTUARIAL ASSUMPTIONS UTILIZED

Expected Rate of Return on Investments	6.75% Net of Administrative Expense
CPI-U	2.25%
Total Payroll Increases	3.25%
Individual Pay Increases*	3.50% - 40.58%

Individual pay increases include a long-term average increase for inflation, average annual increases for promotions, and any additional increases for a step program. Sample rates are as follows:

Service	Rate	Service	Rate
0	40.58%	8	3.50%
1	7.20%	9	3.50%
2	17.06%	10	3.50%
3	15.54%	15	3.50%
4	3.50%	20	3.50%
5	3.50%	25	3.50%
6	3.50%	30	3.50%
7	3.50%	35	3.50%

*Individual pay increases for active Members hired at age 40 or older are assumed annual increases at the ultimate rate reduced by 50 basis points, without adjustments in early service years.

ACTUARIAL ASSUMPTIONS

Retirement Rates

100% of the L&A Assumption Study for Police 2020 Cap Age 65.
Sample rates are as follows:

Age	Rate	Age	Rate
50	11.00%	58	16.25%
51	11.55%	59	16.25%
52	12.13%	60	16.25%
53	12.73%	61	16.25%
54	13.37%	62	18.00%
55	14.04%	63	20.00%
56	14.74%	64	20.00%
57	15.48%	65	100.00%

Termination Rates

100% of the L&A Assumption Study for Police 2020. Sample rates are as follows:

Age	Rate	Age	Rate
25	8.00%	40	2.17%
30	3.40%	45	1.56%
35	2.79%	50	0.46%

Disability Rates

100% of the L&A Assumption Study for Police 2020. Sample rates are as follows:

Age	Rate	Age	Rate
25	0.00%	40	0.38%
30	0.06%	45	0.53%
35	0.18%	50	0.48%

65% of active Members who become disabled are assumed to be in the Line of Duty.



ACTUARIAL ASSUMPTIONS

Mortality Rates

Active Mortality follows the Sex Distinct Raw Rates as developed in the PubS-2010(A) Study. Mortality improvement uses MP-2019 Improvement Rates applied on a fully generational basis.

50% of active Member deaths are assumed to be in the Line of Duty.

Retiree Mortality follows the L&A Assumption Study for Police 2020. These rates are experience weighted with the Sex Distinct Raw Rates as developed in the PubS-2010(A) Study improved to 2017 using MP-2019 Improvement Rates. These rates are then improved fully generationally using MP-2019 Improvement Rates.

Disabled Mortality follows the Sex Distinct Raw Rates as developed in the PubS-2010 Study for disabled participants. Mortality improvement uses MP-2019 Improvement Rates applied on a fully generational basis.

Spouse Mortality follows the Sex Distinct Raw Rates as developed in the PubS-2010(A) Study for contingent survivors. For all rates not provided there (ages 45 and younger) the PubG-2010 Study for general employees was used. Mortality improvement uses MP-2019 Improvement Rates applied on a fully generational basis.

Marital Assumptions

Active Members: 80% of active Members are assumed to be married. Female spouses are assumed to be 3 years younger than male spouses.

Retiree and Disabled Members: Actual spousal data was utilized for retiree and disabled Members.



SUMMARY OF PRINCIPAL PLAN PROVISIONS

Establishment of the Fund
Administration
Member Contributions
Regular Retirement Pension Benefit
Early Retirement Pension Benefit
Surviving Spouse Benefit
Termination Benefit – Vested
Disability Benefit

SUMMARY OF PRINCIPAL PLAN PROVISIONS

ESTABLISHMENT OF THE FUND

The Police Pension Fund is established and administered as prescribed by “Article 3 – Police Pension Fund – Municipalities 500,000 and Under” of the Illinois Pension Code.

ADMINISTRATION

The Police Pension Fund is administered by a Board of Trustees whose duties are to manage the Pension Fund, determine applications for pensions, authorize payment of pensions, establish rules, pay expenses, invest assets, and keep records.

MEMBER CONTRIBUTIONS

Members contribute 9.910% of pensionable salary.

REGULAR RETIREMENT PENSION BENEFIT

Hired Prior to January 1, 2011

Eligibility: Age 50 with at least 20 years of creditable service.

Benefit: 50% of final salary for the first 20 years of service, plus an additional 2.5% of final salary for each year of service beyond 20 years of service, and not to exceed 75% of final salary. “Final salary” is based on the police officer’s pensionable salary attached to rank held on the last day of service, unless the pensionable salary was greater at some point within the year prior to the last day of service. If so, the pensionable salary is averaged over the last 12 months.

Annual Increase in Benefit: A police officer is entitled to receive an initial increase equal to 1/12 of 3% of the original monthly benefit for each full month that has passed since the pension began. The initial increase date will be the latter of the first day of the month after the pensioner turns age 55 or the first day of the month after the benefit date anniversary. Subsequent increases of 3% of the current monthly benefit will be granted every January 1st thereafter.



SUMMARY OF PRINCIPAL PLAN PROVISIONS

REGULAR RETIREMENT PENSION BENEFIT - CONTINUED

Hired on or After January 1, 2011

Eligibility: Age 55 with at least 10 years of creditable service.

Benefit: 2.5% of final average salary for each year of service, and not to exceed 75% of final average salary. "Final average salary" is determined by dividing the total pensionable salary during 48 consecutive months of service within the last 60 months of service in which total pensionable salary was the highest, by the number of months of service in that period (or by dividing the total pensionable salary during 96 consecutive months of service within the last 120 months of service in which total pensionable salary was the highest, by the number of months of service in that period, if greater). Annual salary for this purpose will not exceed the salary cap, indexed by the lesser of 3% or the CPI-U for the 12 months ending with the September preceding each November 1st. The salary cap will not decrease.

Annual Increase in Benefit: The initial increase date will be the latter of the January 1st after the pensioner turns age 60 or the January 1st after the benefit date anniversary. Subsequent increases will be granted every January 1st thereafter. The initial increase and subsequent increases will be the lesser of 3% of the original benefit or ½ of the CPI-U for the 12 months ending with the September preceding each November 1st.

EARLY RETIREMENT PENSION BENEFIT

Hired Prior to January 1, 2011

None.

Hired on or After January 1, 2011

Eligibility: Age 50 with at least 10 years of creditable service.

Benefit: The regular retirement pension benefit reduced by ½ of 1% for each month that the police officer's age is between 50 and 55.

Annual Increase in Benefit: The initial increase date will be the latter of the January 1st after the pensioner turns age 60 or the January 1st after the benefit date anniversary. Subsequent increases will be granted every January 1st thereafter. The initial increase and subsequent increases will be the lesser of 3% of the original benefit or ½ of the CPI-U for the 12 months ending with the September preceding each November 1st.



SUMMARY OF PRINCIPAL PLAN PROVISIONS

SURVIVING SPOUSE BENEFIT

Hired Prior to January 1, 2011

Eligibility: Married to an active police officer with at least 8 years of creditable service, a disabled pensioner at the time of death, or a retired pensioner on the last day of service.

Active Line of Duty Death Benefit: An eligible surviving spouse is entitled to receive 100% of the police officer's final pensionable salary attached to rank held on the last day of service.

Non-Duty Death Benefit:

Disabled or Retired Pensioner: An eligible surviving spouse is entitled to receive the pensioner's benefit at the time of death.

Active Member with 20+ Years of Service: An eligible surviving spouse is entitled to the police officer's eligible benefit at the time of death.

Active Member with 10-20 Years of Service: An eligible surviving spouse is entitled to receive 50% of the police officer's pensionable salary attached to rank held on the last day of service, unless the pensionable salary was greater at some point within the year prior to the last day of service. If so, the pensionable salary is averaged over the last 12 months.

Annual Increase in Benefit: None.

Hired on or After January 1, 2011

Eligibility: Married to an active police officer with at least 8 years of creditable service, a disabled pensioner at the time of death, or a retired pensioner on the last day of service.

Active Line of Duty Death Benefit: An eligible surviving spouse is entitled to receive 100% of the police officer's final pensionable salary attached to rank held on the last day of service.

Non-Duty Death Benefit:

Disabled or Retired Pensioner, Active Member with 20+ Years of Service, and Active Member with 10-20 Years of service: An eligible surviving spouse is entitled to receive the greater of 66⅔% of the police officer's earned pension benefit at the time of death or 54% of the police officer's monthly salary at the time of death.

Annual Increase in Benefit: The initial increase date will be the January 1st after the surviving spouse turns age 60. Subsequent increases will be granted every January 1st thereafter. The initial increase and subsequent increases will be the lesser of 3% of the original benefit or ½ of the CPI-U for the 12 months ending with the September preceding each November 1st.



SUMMARY OF PRINCIPAL PLAN PROVISIONS

TERMINATION BENEFIT – VESTED

Hired Prior to January 1, 2011

Eligibility: Age 60 with at least 8 but less than 20 years of creditable service.

Benefit: 2.5% of final salary for each year of service. “Final salary” is based on the police officer’s pensionable salary attached to rank held on the last day of service, unless the pensionable salary was greater at some point within the year prior to the last day of service. If so, the pensionable salary is averaged over the last 12 months.

Annual Increase in Benefit: A police officer is entitled to receive an initial increase equal to 1/12 of 3% of the original monthly benefit for each full month that has passed since the pension began. The initial increase date will be the first day of the month after the benefit date anniversary. Subsequent increases of 3% of the current monthly benefit will be granted every January 1st thereafter.

Hired on or After January 1, 2011

None.

SUMMARY OF PRINCIPAL PLAN PROVISIONS

DISABILITY BENEFIT

Hired Prior to January 1, 2011

Eligibility: Duty or Non-Duty Disability or Occupational Disease Disability with at least 5 years of creditable service.

Benefit: For a duty disability or an occupational disease disability with at least 5 years of creditable service, a police officer is entitled to receive the greater of 65% of final salary or the regular retirement pension benefit at the time of disability. For a non-duty disability, a police officer is entitled to receive 50% of final salary. "Final salary" is based on the police officer's pensionable salary attached to rank held on the last day of service.

Annual Increase in Benefit: A police officer is entitled to receive an initial increase equal to 3% of the original monthly benefit for each full year that has passed since the pension began. The initial increase date will be the latter of the January 1st after following pensioner turns age 60 or the January 1st after the benefit date anniversary. Subsequent increases of 3% of the original monthly benefit will be granted every January 1st thereafter.

Hired on or after January 1, 2011

Eligibility: Duty or Non-Duty Disability or Occupational Disease Disability with at least 5 years of creditable service.

Benefit: For a duty disability or an occupational disease disability with at least 5 years of creditable service, a police officer is entitled to receive the greater of 65% of final salary or the regular retirement pension benefit at the time of disability. For a non-duty disability, a police officer is entitled to receive 50% of final salary. "Final salary" is based on the police officer's pensionable salary attached to rank held on the last day of service.

Annual Increase in Benefit: A police officer is entitled to receive an initial increase equal to 3% of the original monthly benefit for each full year that has passed since the pension began. The initial increase date will be the latter of the January 1st after following pensioner turns age 60 or the January 1st after the benefit date anniversary. Subsequent increases of 3% of the original monthly benefit will be granted every January 1st thereafter.





GLOSSARY OF TERMS

Glossary of Terms

GLOSSARY OF TERMS

GLOSSARY OF TERMS

Actuarial Accrued Liability – The Actuarial Present Value of future benefits based on Members’ service rendered to the Measurement Date using the selected Actuarial Cost Method. It is that portion of the Actuarial Present Value of Plan benefits and expenses allocated to prior years of employment. It is not provided for by future Normal Costs.

Actuarial Cost Method – The method used to allocate the projected obligations of the Plan over the working lifetimes of the Plan Members.

Actuarial Value of Assets – The value of the assets used in the determination of the Unfunded Actuarial Accrued Liability. The Actuarial Value of Assets is related to Market Value of Assets, with adjustments made to spread unanticipated gains and losses for a given year over a period of several years. Actuarial Value of Assets is generally equally likely to fall above or below the Market Value of Assets, and generally does not experience as much volatility over time as the Market Value of Assets.

Asset Valuation Method – A valuation method designed to smooth random fluctuations in asset values. The objective underlying the use of an Asset Valuation Method is to provide for the long-term stability of Employer Contributions.

Funding Policy – A set of procedures for a Pension Fund that outlines the “best practices” for funding the pension benefits based on the goals of the Plan Sponsor. A Funding Policy discusses items such as assumptions, Actuarial Cost Method, assets, and other parameters that will best help the Plan Sponsor meet their goal of working in the best interest of the Plan Members.

Market Value of Assets – The value of the cash, bonds, securities, and other assets held in the pension trust as of the Measurement Date.

Normal Cost – The present value of future benefits earned by Members during the current Fiscal Year. It is that portion of the Actuarial Present Value of benefits and expenses which is allocated to a valuation year by the Actuarial Cost Method.

Unfunded Actuarial Accrued Liability – The excess of the Actuarial Accrued Liability over the Actuarial Value of Assets. The Unfunded Actuarial Accrued Liability is amortized over a period either in level dollar amounts or as a level percentage of projected payroll.



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS



Memo

To: Board of Trustees, Village of Maywood
From: Nathaniel George Booker, Local Liquor Commissioner
CC: Ms. Chasity Wells-Armstrong, Village Manager, Michael Jurusik, Village Attorney
Date: 10/28/2021
Re: Liquor Commissioner, Semi-annual Review of Liquor License Holders

Please be advised, pursuant to Chapter 117.29 of the Village of Maywood Code, I hereby present the semi-annual status report to the Board of Trustees of the Village of Maywood regarding the review relative to liquor license holders within the Village of Maywood.

1. On October 6, 2021, Liquor Commissioner Mayor Nathaniel George Booker called a Local Liquor Control Commission meeting in accordance with Chapter 117.26(G) of the Maywood Village Code. Due to a lack of a quorum, the meeting could not officially move forward. Therefore, with all the current liquor license holders in attendance, the meeting having been posted and the public properly notified in accordance with the OMA (Open Meetings Act) requirements, Liquor Commissioner Mayor Nathaniel George Booker moved forward and held a Public Meeting with the current liquor license holders and 2 (two) additional Local Liquor Control Commissioners in attendance.
2. The Village of Maywood Chief of Police, Fire Chief, Finance Director and Building & Code Director have deemed "All within Compliance."
3. There have been no citizens complaints filed against any liquor establishment.
4. There have been no disciplinary actions taken against any liquor establishment.

Please accept this matter as informational.

Nathaniel George Booker, Local Liquor Commissioner.

PRIVILEGED AND CONFIDENTIAL – ATTORNEY/CLIENT COMMUNICATION**M E M O R A N D U M**

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood

FROM: Michael A. Marrs

DATE: June 17, 2021

RE: Intergovernmental Agreement with the Maywood Park District for the Management, Operation, Maintenance and Use of the 200 South 5th Avenue and 1100 South 11th Avenue Buildings and Facilities

I have enclosed the following document for your review at the June 26, 2021 Special Village Board Meeting:

An initial draft of an INTERGOVERNMENTAL AGREEMENT CONCERNING THE MANAGEMENT, OPERATION, MAINTENANCE AND USE OF THE 200 SOUTH 5TH AVENUE BUILDING AND 1100 SOUTH 11TH AVENUE BUILDING BETWEEN THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT

The Park District has requested that the Village allow it to manage, operate, maintain and use the 200 South 5th Avenue and 1100 South 11th Buildings and Facilities for the coming year. The Park District will, under the proposal set forth in the attached Intergovernmental Agreement, have control of the two (2) Buildings and their Facilities in order to provide for recreational, educational and cultural programming offered through the Park District to the residents of the Village, among other purposes. The proposed term of the Intergovernmental Agreement is for one (1) year, through July 15, 2022. This is an initial draft for the review of the Board and has not yet been shared with the Park District. We are seeking the Board's input on the provisions of the proposed Intergovernmental Agreement prior to providing a draft to the Park District for review and comment.

If there are any questions, please feel free to contact me.

Michael

Enclosure

cc: Chasity Wells-Armstrong, Village Manager (w/ encl.)
Gwayne Dianne Williams, Village Clerk (w/ encl.)
Michael T. Jurusik, Village Attorney (w/ encl.)

INITIAL VILLAGE DRAFT – 06-17-21

**INTERGOVERNMENTAL AGREEMENT CONCERNING THE MANAGEMENT,
OPERATION, MAINTENANCE AND USE OF THE 200 SOUTH 5TH AVENUE
BUILDING AND 1100 SOUTH 11TH AVENUE BUILDING BETWEEN THE VILLAGE
OF MAYWOOD AND THE MAYWOOD PARK DISTRICT**

This INTERGOVERNMENTAL USE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between the VILLAGE OF MAYWOOD (“Village”), an Illinois municipal corporation, and the MAYWOOD PARK DISTRICT, an Illinois body corporate and politic (“Park District”).

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract or otherwise associate among themselves to obtain or share services, and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Village and the Park District are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Village currently owns, manages, operates and maintains a building commonly known as the 200 South 5th Avenue Building, related facilities within the building, and land underlying the building (collectively, the “200 Building”), on property commonly known as 200 South 5th Avenue, and legally described in **Exhibit “A”** attached hereto and made a part hereof; and

WHEREAS, the Village currently owns, manages, operates and maintains a building commonly known as the 1100 South 11th Avenue Building, related facilities within the building, and land underlying the building (collectively, the “1100 Building,” and collectively with the 200 Building, “the Buildings”), on property commonly known as 1100 South 11th Avenue, and legally described in **Exhibit “B”** attached hereto and made a part hereof; and

WHEREAS, the Park District provides recreational, educational and cultural programming throughout the Village of Maywood; and

WHEREAS, the Village and Park District find that it is necessary and desirable and in the best interests of the Village and Park District and their respective residents and patrons, to enter into this Agreement for the management, operation, maintenance and use of the Buildings, so that the Buildings, and the recreational and other facilities on the interior of the Building (the “Facilities”), may be managed, operated, maintained and used by the Park District for the provision of recreational, educational and cultural

programming offered through the Park District, during the term of this Agreement, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION OF PREAMBLES**: Each of the whereas paragraphs contained in the Recitals section above are incorporated herein and made a part of this Agreement.

2. **PURPOSE**: The purpose of this Agreement is to allow the Park District to manage, operate, maintain and use the Buildings and Facilities within the Buildings, for the provision of recreational, educational and cultural programming offered through the Park District, during the term of this Agreement, subject to the terms and conditions contained herein.

3. **TERM**: The term of this Agreement shall be from the date the last signatory signs this Agreement (the "Effective Date"), until July 31, 2022, unless earlier terminated.

4. **FACILITIES USE**: During the term of this Agreement, the Park District shall, at its sole cost and expense:

- A. Provide recreational, educational and cultural programming offered by the Park District at the Buildings and Facilities ("Programming").
- B. Operate and manage the Buildings and Facilities in a manner consistent with the intent of this Agreement, including the coordination of rentals and licenses for use of the Buildings and Facilities.
- C. Hire adequate staff to operate the Programming in a professional manner.
- D. Maintain the Facilities in good order, condition and repair. The Park District shall be obligated to maintain and make any necessary repairs to the Facilities during the term of this Agreement that are required as a result of the Park District or its patrons use of the Facilities. Failure by the Park District to maintain the Buildings and Facilities to the satisfaction of the Village shall be regarded as a default under this Agreement, and, after notice and an opportunity to cure such default as provided in Section 15, shall be grounds for termination of this Agreement.
- E. Control access to the Buildings and Facilities within the Buildings by keeping the Buildings and Facilities secured at all times and ensuring that only authorized persons have access to and are allowed use of the Facilities.

- F. Upon termination of this Agreement for any reason, return the Buildings and Facilities to the Village in substantially the same or better condition than at the time of the Effective Date, normal wear and tear excepted.

5. **PARK DISTRICT SUPERVISORY RESPONSIBILITY:** The Park District will have supervisory responsibility over the Facilities, the Programming conducted by it pursuant to this Agreement, any third party events it authorizes to take place at the Buildings or Facilities, and over its employees and/or staff while utilizing the Buildings and Facilities pursuant to this Agreement. Any unsafe, illegal, or inappropriate behavior or conduct by persons using the Facilities while such Facilities are under the control of the Park District pursuant to this Agreement shall lead to the removal of any such persons engaged in said activities and may result in the termination of this Agreement following notice and an opportunity to cure, as set forth in Section 15 if such activities are promoted by, participated in by, condoned or allowed to happen by Park District personnel. Such conduct may, however, result in the immediate termination of this Agreement without notice or opportunity to cure, where such conduct is ongoing and is promoted by, participated in by, condoned or allowed to happen by Park District personnel and is likely to result in immediate harm to the Buildings, Facilities and/or patrons, renters, guests or other invitees, or the Park District's own employees and agents, such that providing notice and an opportunity to cure is not practical.

6. **INDEMNIFICATION:** As a material inducement for the Village to enter into this Agreement, the Park District agrees to defend, indemnify and hold harmless the Village and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers (the "Village Affiliates") harmless from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, including, but not limited to:

- A. Any such claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities of any kind which arise directly or indirectly out of or in connection with from any personal injury, bodily injury, illness or death, or loss or damage of any kind to the property of any person, associated with or related to the management, operation, maintenance and use of the Buildings and Facilities by the Park District, and brought against any of the Village Affiliates, except to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the Village and/or the Village Affiliates; and
- B. Any such claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and

liabilities which arise directly or indirectly out of or in connection in any way with the Park District's management, operation, maintenance and use of the Buildings and Facilities, including but not limited to, the Park District's control and use of the Buildings and Facilities for the provision of Programming, except to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the Village and/or the Village Affiliates; and

- C. Any such liabilities, damages or causes of action which arise directly or indirectly out of or in connection with any negligent, tortious or wrongful act or omission of the Park District, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, illness or death to any person, loss or damage of any kind to the property of any person, including the Park District, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- D. Loss or damage of any kind resulting from the Park District's failure to comply with any provision of this Agreement, or of any federal, state or local law or regulation applicable to the Park District.

In the event of any personal injury, bodily injury, death, illness, or loss or damage or claim or claims therefore, the Park District shall give immediate written notice thereof to the Village Manager.

The Park District agrees that it is accepting operation and use of the Buildings and Facilities under this Agreement in "AS IS, WHERE IS" condition (including all existing environmental conditions of the soil and the groundwater), agrees that the Village is not making any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Buildings or Facilities, and agrees to waive any claims, suits, actions and causes of action of any kind that it has or could have against the Village relative to the Buildings or Facilities.

The Village agrees to defend, indemnify and hold harmless the Park District, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Village's performance of the terms of this Agreement.

7. INSURANCE. The Park District shall maintain the following minimum levels of insurance coverage during the term of this Agreement:

- A. General Comprehensive Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death and property damage. The general aggregate shall be twice the required occurrence limit. Minimum general aggregate shall be no less than \$2,000,000.
- B. Public Liability: \$1,000,000 combined single limit per occurrence. Minimum general aggregate shall be no less than \$1,000,000.
- C. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation: Workers' Compensation limits as required by State statute.
- E. Employer's Liability: \$500,000 per incident.
- F. Excess Liability: \$5,000,000 per occurrence and in the aggregate.

The insurance coverage of the Park District shall specifically name the Village of Maywood and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers as additional insureds. The Park District shall keep a current certificate of insurance showing the premium has been paid in full on file with the Village of Maywood at all times during the term of this Agreement. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village." In the event of the cancellation of any insurance policy required herein, or upon the Park District's failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement.

The Park District's policy or policies of insurance shall specifically recognize and cover the Park District's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Park District 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 Park District's insurance.

8. UTILITIES: During the term of this Agreement, the Park District shall be solely responsible for the costs and maintenance of all utilities servicing the Buildings and Facilities, including water and sewer service provided by the Village, electricity, air conditioning, lighting, telephone, internet service, etc.

9. KEYS AND EQUIPMENT; ACCESS BY VILLAGE FOR INSPECTION: The Village agrees to allow the Park District access to and use of all existing equipment

located at the Buildings and Facilities necessary for operation and maintenance of the Facilities. Title to such equipment shall remain in the Village. The Park District shall turn over to the Village all keys to the Buildings in its possession at the termination of this Agreement. The Park District may not remove any Village Property from the Buildings and Facilities and must remove any Park District property from the Buildings and Facilities prior to the end of this Agreement. The Village and the Village's employees, agents, representatives and volunteers are authorized to enter the Buildings at any time with or without prior notice, for all lawful purposes, including inspection of the condition of the Buildings and Facilities for compliance with the requirements of this Agreement.

10. **MUTUAL COOPERATION**: The Village and the Park District agree to fully cooperate, consult and inform each other regarding any and all major decisions related to use of the Buildings and Facilities, in order to achieve the mutual goals and purposes of providing high quality recreational facilities and Programming and opportunities for the residents of the Village. During the term of this Agreement, as requested by either party, the Village and the Park District agree to consult one another in connection with:

- A. Achievement of goals for Programming provided at the Facilities by the Park District.
- B. Personnel matters, including hiring of qualified employees by the Park District for staffing the Programming provided by the Park District at the Facilities.
- C. Replacement, repairs or additions to equipment needed for the provision of high quality Programming at the Facilities.
- D. Any other matter concerning the operation of the Facilities, including without limitation the Park District's implementation of safety practices at the Facilities (e.g., employment of adequate trained staff) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of the persons using the Facilities.

11. **FEES**: Other than any costs detailed herein, there shall be no fee due from the Park District to the Village for use of the Buildings or Facilities during the term of this Agreement. The Park District shall be entitled to any fees generated by the operation of the Facilities, and Programming provided at the Facilities during the term of this Agreement. The Park District agrees to use the fees generated by the Programming run at the Facilities to defray the costs associated with maintaining the Buildings and Facilities and operating the Programming. The Park District agrees to maintain current and accurate records of all fee income related to the Buildings and Facilities. The Park District is not entitled allow use of the Facilities by third parties for uses consistent with the purposes of this Agreement and subject to the approval of the Village, which approval shall not be unreasonably withheld.

12. **VILLAGE USE OF THE FACILITIES:** If the Village has a need or desire to utilize the Buildings or Facilities or a portion thereof at a specific date and time, it shall notify the Park District at least seven (7) days in advance. The Park District shall make efforts to accommodate such Village use so long as the use does not present a direct conflict with Programming activities of the Park District, or some other specifically scheduled use.

13. **BUILDINGS, STRUCTURES, FIXTURES, STATUES, PLAQUES AND OTHER ARTWORK, LANDMARKS OR ARCHITECTURAL FEATURES:** The Park District is obligated to maintain as is and leave in place all buildings, structures, improvements (e.g., fences, lights, etc.), fixtures, statues, busts, plaques, artwork, landmarks or other architectural features (the "Improvements") existing at the Buildings and Facilities therein for the term of this Agreement. The Park District may not remove, modify, or otherwise alter any of the Improvements existing on or at the Buildings and Facilities therein without the express written consent of the Village, which consent may be withheld for any reason.

14. **PRIORITY OF MAYWOOD RESIDENTS:** The Park District shall give residents of Maywood first priority in any Programming openings related to the Facilities.

15. **DEFAULT:** In the event that either party fails to perform under this Agreement, the other party shall notify the non-performing party of the default, in writing, setting forth the nature of the default. The party that has failed to perform shall have seven (7) days after receipt of the notice to correct such failure or take substantial steps toward correcting the failure. If, after seven (7) days, the default has not been corrected, or substantial steps taken to correct the default, the party serving the notice may then declare the Agreement terminated, at which time the Park District shall immediately cease its management, operation, maintenance and use of the Buildings and Facilities, and shall return all keys to the Village.

16. **NOTICE:** All notices required to be provided under this Agreement shall be in writing and served either (a) personally during regular business hours; or (b) by overnight courier; or (c) by registered or certified mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally or by overnight courier shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service or upon a refusal to accept delivery. All notices shall be addressed as follows:

The Village:

Chasity Wells-Armstrong
Village Manager
Village of Maywood

With a copy to:

Michael T. Jurusik
Village Attorney
Klein, Thorpe and Jenkins, Ltd.

40 Madison Street
Maywood, Illinois 60153
Telephone (708) 450-6301

20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Telephone (312) 984-6400

The Park District:

With a copy to:

Lonette Hall
Executive Director
Maywood Park District
921 S. 9th Avenue
Maywood, Illinois 60153
Telephone (708) 344-4740

ShawnTe M. Raines
District Attorney
Ancel Glink
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Telephone (312) 782-7606

17. **MECHANIC'S LIEN:** The Park District will not suffer or permit any mechanic's lien or other such lien to attach to the Buildings or Facilities. The Park District shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including, attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

18. **PERMITS:** The Park District shall obtain all necessary State, County and Village permits, licenses, consents and other approvals for the operation of Programming at the Facilities.

19. **ASSIGNMENT:** The Park District shall not assign, sublet, transfer, or convey this Agreement and its obligations hereunder to any person or entity.

20. **GOVERNMENTAL REGULATIONS:** Licensee shall comply with all applicable requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Village Code, with respect to the use of the Buildings and Facilities.

21. **EXECUTION:** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

22. **ENTIRETY OF AGREEMENT:** This Agreement, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the parties concerning the management, operation, maintenance and use of the Buildings and Facilities for the term of this Agreement and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment, or change shall

be allowed to this Agreement. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of the Village.

23. **NO DUTY TO THIRD PARTIES:** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Village, and/or any of their respective officials, officers and/or employees.

24. **NON-WAIVER:** Failure by the Park District or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the Park District and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

25. **SEVERABILITY:** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

26. **AUTHORITY:** Execution of this Agreement by the Village is authorized by a resolution passed by the President and Board of Trustees of the Village on _____, 2021. Execution of this Agreement by the Park District is authorized by an ordinance/resolution passed by the Board of Commissioners of the Park District on _____, 2021. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

27. **DISCLAIMER OF RELATIONSHIP:** Nothing contained in this Agreement, nor any act of the Village or the Park District shall be deemed or construed by either of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village and the Park District.

28. **ENFORCEABILITY:** If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties. In the

event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control.

29. **CHANGE IN LAWS**: The Park District shall immediately notify the Village of any change in conditions or change in federal, state or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

30. **JURISDICTION AND VENUE**: This Agreement concerns property located within, and actions and activities to be performed within, the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

31. **CAPTIONS**: The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not part of the context.

32. **EXHIBITS**: True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

<u>EXHIBIT "A"</u> -	Legal Description of the 200 S. 5 th Avenue Building Property
<u>EXHIBIT "B"</u>	Legal Description of the 1100 S. 11th Avenue Building Property

33. **EFFECTIVE DATE**: After this Agreement has been signed by the Park District, this Agreement shall be deemed dated and become effective on the date that the Village President and Village Clerk sign this Agreement which date shall be the date stated on the first page of this Agreement.

VILLAGE OF MAYWOOD

By: _____
Village President

Attest: _____
Village Clerk

Date: _____

MAYWOOD PARK DISTRICT

By: _____
President

Attest: _____
Clerk

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE 200 S. 5TH AVENUE BUILDING PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF THE 1100 S. 11TH AVENUE BUILDING PROPERTY

Maywood Park District
Fred Hampton Pool Proposal 2020

This Pool Use Agreement (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between the Village of Maywood (“Village”) and the Maywood Park District (“District”).

RECITALS

Whereas, the Village currently owns and maintains a public pool, land adjacent to the pool and related facilities inside a fenced area, commonly and collectively known as the Fred Hampton Family Aquatic Center (“Pool Facility”), on property commonly known as Maywood Park located north of Oak Street, south of the Union Pacific Railroad lines, west of First Avenue and east of Fifth Avenue; and

Whereas, the Village and the District desire for the Pool Facility to be maintained, operated and controlled by the District during the 2020 Summer Season, including the provision of all management, staff and activities at the Pool Facility; and

Whereas, the Village and District find that it is necessary and desirable, and in the best interests of the Village and District and their respective residents, members, or patrons, to enter into this Agreement for the Pool Facility, so that the Pool Facility may be maintained, operated and controlled by the District during the 2020 Season.

Now, therefore, in consideration of the mutual covenants and undertakings contained herein, and the other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

INCORPORATION OF PREAMBLES

Each of the whereas paragraphs contained in the Recitals section above are incorporated herein and made a part of the Agreement.

EFFECTIVE DATE, TERM AND TERMINATION

A. *Term.* This Agreement shall become effective on the date that the last party executes this Agreement (the “Effective Date”). The term of this Agreement shall run from its Effective Date until September 4, 2020, unless such term is extended by mutual written agreement of the parties.

B. *Termination.* Either party may terminate this Agreement for any reason with fourteen (14) calendar days’ written notice. Upon termination, the District shall immediately cease its operation of and access to the Pool Facility. At the time of termination of this Agreement, the District shall return all Village-owned personal property associated with the Pool Facility, including but not limited to all keys to any Village buildings or locks, and shall remove any District-owned locks that have been temporarily installed at the Pool Facility.

C. If the Agreement is terminated by one party due to a default by the other party, upon delivery of written notice of the default, the defaulting party shall have five (5) business days to cure or commence action to cure the default.

D. Upon termination of this Agreement, the Maywood Park District shall return the Pool Facility to the Village in substantially the same or better condition than at the time of the Effective Date. Normal wear and tear are expected.

POOL FACILITY OPERATION, CONTROL AND MAINTENANCE

A. *Village maintenance.* The Village shall be responsible for all mechanical upkeep of the Pool Facility and pool related equipment, including maintenance of all pumps, motors, slides, fencing and lighting in good and operation conditions. All mechanical equipment will be confirmed as being operational during a facilities walk-through and before control of the Pool Facility is turned over to the Maywood Park District.

B. *Park district maintenance.* The Maywood Park District shall be responsible for routine maintenance and operations of the Pool Facility, including but not limited to, water testing, chemical applications, filter backwashing, and the provision of cleaning and janitorial services for all areas making up the Pool Facility. The Pool Facility shall be operated to maintain the aquatic safety requirements of Cook County (including but not limited to chemical levels and lifeguard ratios).

C. *Rental of facility.* The Park District may rent the use of the Pool Facility for events during the term of this Agreement. The Village shall be named as additional insured for all facility rentals associated with the Pool Facility.

D. *Security and access.* The Village agrees to allow the Maywood Park District access to and use of all existing equipment located at the Pool Facility necessary for routine maintenance and operations of the Pool Facility. The Maywood Park District shall always control access to the Pool Facility by keeping the Facility secured and locked when not in use so that no unauthorized access into the Facility may occur.

E. *Operational hours.* The Maywood Park District shall operate the Pool Facility by opening it for the 2020 Season, which shall be defined as agreed by the parties, to the Village residents and general public, by maintaining regular hours and by offering swimming lessons and other recreational programming, services, rental and other activities and events related to the Pool Facility. The Maywood Park District shall provide a final schedule of hours of operations, programming and activities to the Village Manager within thirty (30) calendar days of execution of this Agreement. If the revenues generated by the users of the Pool Facility is not sufficient to cover the operating costs of the Pool Facility, the Maywood Park District, subject to prior notice to the Village Board, reserves the right to alter the hours and dates of operations.

G. *Utilities.* During the term of this Agreement, the Village shall be solely responsible for the costs and maintenance of all utilities servicing the Pool Facility, including

water and sewer service provided by the Village, electricity, air conditioning, lighting, telephone, etc.

H. *Promotion of operations.* The Village and the Park District will collaborate to promote the pool operations, as outlined in the attached Park District – Proposed 2020 Season Schedule. The Park District agrees to be primarily responsible for promoting the use of the Pool Facility to the Village residents.

I. *Warranties and guarantees.* The District shall ensure that the Pool Facility is still in compliance with the NRPA Aquatic Guidelines for Pools and Spas and the Pool Safety Act prior to opening. The District agrees that it is accepting control of the Pool Facility under this Agreement in “AS-IS, WHERE-IS”, condition (including all existing environmental conditions of the soil and the groundwater), agrees that the Village is not making any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Pool Facility, and agrees to waive any claims, suits, actions and causes of action of any kind that it has or could have against the Village relative to the Pool Facility condition.

J. *Priority of Maywood Residents.* Residents of Maywood will be given priority in any recreational program openings related to the Pool Facility.

K. *Standards of Conduct.* The Park District shall not tolerate any unsafe, illegal, or inappropriate behavior or conduct by Pool Facility patrons, renters, guests, or the invitees, or its own employees and agents, and shall cause any persons engaging in such behaviors to be immediately removed from the Pool Facility. Such conduct may result in termination of this Agreement by the Village, by written notice in accordance with notice provisions herein, if such activities are promoted by, participated in by, condoned or allowed to happen by the District personnel. Such conduct may result in immediate termination of this Agreement without notice where such conduct is ongoing and is promoted by, participated in by, condoned or allowed to happen by the District personnel and is likely to result in immediate harm to the Pool Facility and/or patrons, renters, guests or invitees, or the District’s own employees and agents, providing that notice is not practical.

POOL CERTIFICATIONS

The Maywood Park District shall provide management and appropriate certified staff to operate the pool in a professional manner. All management and staff used for operations and routine maintenance activities at the Pool Facility shall be Maywood Park District employees, unless the Maywood Park District and Village mutually agree in writing to have the Village, at its costs employ certain people to perform certain designated functions at the Pool Facility. Staff employed by the Village will be under the supervision of the Maywood Park District and be trained by the Maywood Park District staff.

FINANCIAL OBLIGATIONS, COSTS AND REVENUES

A. *Initial start-up and operations.* The Village agrees to pay the Maywood Park District an amount equal to ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00) for the sole purpose of contributing to the start-ups costs, common maintenance costs, operational costs, advertising and activities / programming costs and staffing costs related to the Pool Facility (“Pool start-up and Operations Fee) for the 2020 Season. The Payment of the Pool start-up and Operations Fee shall be as follows:

1. April _____, 2020 (\$36,666.66)
2. May _____, 2020 (\$36,666.66)
3. June _____, 2020 (\$36,666.68)
- 4.

B. *Audit; Return of start-up and operations fees.* The Maywood Park District shall prepare a financial statement of the actual, documented costs incurred by the Maywood Park District in regard to the start-up costs, common maintenance costs, operational costs, advertising and activities / programming costs and staffing costs, related to the Pool Facility for the 2020 Season. In the event of early termination, and to the extent that such costs do not exceed the pool start-up and operations fee paid by the Village, the Maywood Park District agrees to return to the Village the unused portion of the pool start-up and operations fee within (30) calendar days of delivery of the financial statement to the Village Manager. The Maywood Park District agrees to make its financial records and supporting documents, or certified, true and accurate copies of such records, relative to the operation of the Pool Facility for the 2020 Season, available for inspection by the Village Manager, the Finance Director, the Village Attorney and the Village’s Auditor for purposes of verifying the financial statement prepared by the Maywood Park District under this agreement.

C. *Pool Revenues; Financial Statement.* The Maywood Park District shall be entitled to any fees generated by the Pool Facility during the term of this Agreement, including fees related to pool passes, rental of the Pool Facility, and fees generated by recreational programming run by the Maywood Park District at the Pool Facility. The District agrees to use the fees generated by the Pool Facility to defray the costs associated with maintaining, controlling and operating the Pool Facility. The District agrees to maintain current and accurate records of all fee income generated and incurred expenses related to the Pool Facility and provide to the Village Manager a detailed line-item financial statement, including supporting documents, of the fees generated and expenses incurred relating to the Pool Facility for the 2020 Season within sixty (60) calendar days of the closing date of the Pool Facility.

D. *Sharing of Net Profit.* The District and the Village agree to share equally any net profit that is realized by the operation of the Pool Facility for the 2020 Season. The term “net profit” shall mean that amount of income generated by the operation of the Pool Facility for the 2020 Season that is in excess of the actual, documented expenses incurred by the District in operating the Pool Facility during the 2020 Season. The Village’s Pool Start-Up and Operational Fees shall be included as fee income for purposes of determining net profit. The District shall pay to the Village fifty percent (50%) of any net profit within thirty (30) calendar days of delivery of the financial statement.

E. *Sharing of Net Operating Losses.* The Village’s Pool Start-Ups and Operations Fee and all other sources of pool-related revenues received by the District shall be included as

revenue for the purposes of determining net losses. If there is no net profit generated and a net operating loss exists, then the parties agree to share equally in the net operating losses, subject to the District's capped contribution toward net operating losses equal to FIVE THOUSAND DOLLARS (\$5,000.00). The Village shall pay all net operating losses that are in excess of the District's capped contribution thirty (30) calendar days of delivery of the financial statement.

F. *Shortened season.* In the event the Pool Facility does not operate for the entire 2020 Season by mutual consent of the parties, the parties agree that the financial statement process, sharing of net profits and return of Pool Start-Ups and Operations Fee (if any owed) identified in this Section will be followed.

MUTUAL COOPERATION

The Village and the Park District agree to fully cooperate, consult and inform each other regarding any and all major decisions related to the maintenance, operation and control of the Pool Facility, in order to achieve the mutual goals and purposes of maintaining, operations and controlling a high-quality recreation Pool Facility and related programming for the residents of the Village. During the term of this Agreement, as requested by either party, the Village and Park District agree to consult one another in connection with: (1) achievement of goals of programming provided at the Pool Facility by the Park District including swimming lessons and other recreational programming, services and events related to the Pool Facility; (2) replacement, repairs or additional to equipment needed for the maintenance, operations or control of the Pool Facility; and (3) any other matter concerning the operations of the Pool Facility, including without limitation the Park District's implementation of safety practices at the Facility (e.g. employment of adequate trained and certified lifeguard staff) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of the persons using the Pool Facility.

INDEMNIFICATION BY MAYWOOD PARK DISTRICT

A. As a material inducement for the Village to enter into this Agreement, and subject to the terms and limitations of the insurance coverages set forth in this Agreement, and to the extent permitted by law, the District agrees to defend, indemnify and hold harmless the Village and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, and engineers (the "Village Affiliates") from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, cause of actions, costs, expenses and liabilities including the reasonable fees and expenses of their attorney's, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally. The District reserves the right to select defense counsel to defend any such claims brought against the Village Affiliates.

B. Claims subject to indemnification include any claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities of any kind which arise directly out of the negligence or tortious, willful or unlawful acts or omissions in association with the conduct of the District, its officers, agents, employees, contractors, or subcontractors ("District Affiliates"), and any action for loss or damage resulting

from the District's failure to comply with any provision of the Agreement, or of any federal, state, or local law or regulation applicable to the District. Said obligation to indemnify and hold harmless shall not extend to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the Village and/or Village Affiliates.

C. In the event of any personal injury, bodily injury, death, illness, loss damage or claims therefore related to the Pool Facility, the District shall give written notice of such incident and/or claim to the Village Manager within twenty-four hours of the occurrence or notice of the claim.

INDEMNIFICATION BY VILLAGE

A. As a material inducement for the District to enter into this Agreement, and subject to the terms and limitations of the insurance coverages set forth in this Agreement, and to the extent permitted by law, the Village agrees to defend, indemnify and hold harmless the District, its employees, agents, volunteers, and representatives (the "District Affiliates") from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, cause of actions, costs, expenses and liabilities including the reasonable fees and expenses of their attorney's, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally. The Village reserves the right to select defense counsel to defend any such claims brought against the District and its affiliates.

B. Claims subject to indemnification include any claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities of any kind which arise directly out of the negligence or tortious, willful or unlawful acts or omissions in association with the conduct of the Village, its officers, agents, employees, contractors, or subcontractors ("Village Affiliates"), and any action for loss or damage resulting from the Village's acts or omissions regarding the mechanical upkeep and maintenance of the Pool Facility and/or other Village responsibilities under this Agreement and brought against the District or any of the District Affiliates. Said obligation to indemnify and hold harmless shall not extend to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the District and/or District Affiliates.

INSURANCE REQUIREMENTS

A. The District and Village shall each maintain the following minimum level of insurance coverage during the term of the Agreement:

- General Comprehensive Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death and property damage. The general aggregate shall be twice the required occurrence limit. Minimum general aggregate shall be no less than \$2,000,000
- Worker's Compensation: Worker's Compensation limits as required by State Statute

- Employer's Liability: \$5,000,000 per occurrence and in aggregate. (The Village shall reimburse the District for any additional premium incurred in increasing its current excess liability coverage to \$5,000,000)

B. Each party to this Agreement shall obtain coverage that specifically names the other party and affiliates identified in the indemnification section herein. The coverage obtained pursuant to this Agreement shall specifically name the indemnified parties Village of Maywood and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees as additional insureds on a primary and non-contributing basis. The District shall always keep a current certificate of Insurance on file with the Village during the term of this Agreement. The District shall provide the Village with thirty (30) calendar days written notice should any of the described policies be cancelled or materially changed before the expiration date thereof. The Village shall provide the District with thirty (30) calendar days written notice of any policy cancellation or material changes before the expiration date thereof.

C. The insurance coverage under this Agreement shall specifically recognize and cover the party's respective indemnification obligations under this Agreement and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the District 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 District's Insurance.

BUILDING, STRUCTURES, FIXTURES, STATUES, PLAQUES AND OTHER ARTWORK, LANDMARKS OR ARCHITECTURAL FEATURES

The Park District is obligated to maintain and leave in place all buildings, structures, improvements (e.g. fences, lights, etc.) fixtures, statues, busts, plaques, artwork, landmarks or other architectural features (the "improvements") existing on the Pool Facility for the term of the Agreement. The Park District may not remove, modify, or otherwise alter any of the improvements existing on or at the Pool Facility without the express written consent of the Village, which may be withheld for any reason. The improvements existing on or at the Pool Facility specifically include, but are not limited to, the plaque displaying the name of the Pool Facility and the statue honoring the late Fred Hampton.

NOTICE

All notices required to be provided under this Agreement shall be in writing and served either (a) personally during regular business hours; or (b) by registered or certified mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. All notices shall be addressed as follows:

The Village
Village Manager

The Maywood Park District
Executive Director – Lonette C. Hall

Village of Maywood
40 Madison St.
Maywood, Il. 60153
Phone: 708-450-6301

Maywood Park District
921 S. 9th Ave.
Maywood, Il. 60153
Phone: 708-344-4740

MECHANIC'S LIEN

The Maywood Park District will not suffer or permit any mechanic's lien or other such lien to attach the Pool Facility. The District shall save and keep harmless the Village and its property from any such lien or claim, including, attorney fees and expenses incurred with removing, setting or contesting such lien or claim.

PERMITS

The District and Village shall work together to obtain all necessary State, County and Village permits, licenses, consents and other approvals for the operation of the Pool Facility.

ASSIGNMENTS

The District shall not assign, sublet, transfer, or convey the Agreement and its obligations hereunder to any person or entity.

GOVERNMENTAL REGULATIONS

The District shall comply with all applicable requirements of federal, state, county, and local regulatory authorities, including the applicable provisions of the Village Code, with respect to the maintenance, operation and control of the Pool Facility. The District shall immediately notify the Village of any change in conditions or change in federal, state or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

ENTIRETY OF AGREEMENT

A. This Agreement, together with any Exhibits attached hereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between parties concerning maintenance, operation, and control of the Pool Facility for the term of this Agreement and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

B. No oral modification, amendment, or change shall be made this Agreement without the express approval of the same. Any modification, amendment, or change hereto shall be in writing and properly approved by the corporate authorities and duly executed by the

parties. A party recommending a revision or modification shall provide the other Party with at least ten (10) day notice of the proposed change.

NO DUTY TO THIRD PARTIES

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in the Agreement is intended, expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the District and/or Village, and/or any of their respective officials, officers and/or employees.

EXECUTION AND AUTHORITY

This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement. Execution of this Agreement by the Village is authorized by an ordinance passed by the Board of Trustees of the Village on _____, 2020. Execution of this Agreement by the Maywood Park District is authorized by a resolution and motion passed by the Board of Commissioners of the Maywood Park District on _____, 2020. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement, or any act of the Village or of the District shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationships of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village and the Maywood Park District.

ENFORCEABILITY

If any provision of this, Agreement, or any paragraph, sentence, clause, phrase or work or the application thereof is held invalid, the reminder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties.

JURISDICTION AND VENUE

This Agreement concerns property located within, and actions and activities to be performed within, the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall

be in the Circuit Court of Cook County, Illinois and the parties' consent to the personal jurisdiction of said Court for any such action proceeding.

In Witness whereof, the parties have entered into this Agreement as of the date the last signatory signed and dated this Agreement below.

[INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Village of Maywood

By: _____
Village President

Date: _____, 2020

Attest: _____
Village Clerk

Date: _____, 2020

Maywood Park District

By: _____
Board President

Date: _____, 2020

Attest: _____
Executive Director

Date: _____, 2020

MEMO

Date: October 19, 2021

To: Village of Maywood

Attn: Chasity Wells-Armstrong, Village Manager

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

From: Bill Peterhansen, P.E., CFM

Re: 2021 PY Cook County CDBG Project
21ST Avenue CDBG Roadway Improvements Project
Engineering Agreement

Attached is our proposed engineering agreement to provide preliminary, design and construction engineering services related to the construction of the referenced improvements.

Background

In Spring of 2021, the Village of Maywood submitted an application requesting funds from the Cook County Community Development Block Grant program for improvements to 21st Avenue from Harrison Street to Van Buren Street in the amount of \$309,000. The Village was recently notified of an award of **\$309,000** from Cook County to perform the project.

Summary of Project Scope

The project to be constructed consists of the complete reconstruction and sewer improvements along 21st Avenue from Harrison Street to Van Buren Street.

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

Summary of Engineering Fees

The Preliminary & Design Engineering Fee for this project is \$24,700, which represents the time to collect and draft existing topographical survey information of the site; design new curb and gutter grades, sidewalk grades, pavement grades, and underground utility improvements; prepare detailed proposed plans of the improvements; prepare specifications and bid documents in accordance with respective policies and procedures of the Village of Maywood, HUD, Cook County's Community Development Block Grant program, the submittal and obtaining of permits to the Metropolitan Sanitary District of Greater Chicago regarding sewer improvements in a combined sewer area; assisting the Village staff in reviewing received proposals and making a recommendation of award to the Village Board; and the preparation of contract documents upon award by the Village Board.

The Construction Engineering Services is proposed to be completed as an hourly rate, which includes an upper limit not to exceed of \$30,800. The Construction Engineering Services include attending a preconstruction conference; administration of the construction and grant documentation per Cook County requirements; layout of the improvements; construction inspection of proposed improvements noting compliance and deficiencies in work; documentation of quantities completed; preparation of pay estimates; review of contractor's submittal of invoices and waivers; completion of contractor employee interviews and review of certified payrolls in accordance with Davis Bacon procedures; the preparation and submittal of vouchers for CDBG grant fund disbursements from Cook County to the Village; final closeout documentation for Cook County funds expended on the project; and a final walk through with Village staff and creation of a punch list (if necessary) of items requiring further attention; and the making of a recommendation of final acceptance of the project upon conclusion.

Project Funding

Per the grant subrecipient agreement, the Village will fund the project utilizing a \$309,000 Cook County CDBG grant, and General Funds to pay for the remaining balance.

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

Project Schedule

We offer the following project schedule:

Approval of Engineering Agreement	November 16, 2021
Completion of Design and Permit Approval	February 21, 2022

Advertisement of Project	March 1, 2022
Opening of Proposals	March 15, 2022
Award of Contract	April 19, 2022
Begin Construction	May 10, 2022
Construction Completion	July 30, 2022

We are available at your convenience to answer any questions regarding this project and our proposal.

AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF
PROFESSIONAL ENGINEERING SERVICES
for the
21st AVENUE CDBG ROADWAY IMPROVEMENTS PROJECT
in
MAYWOOD, ILLINOIS

October 2021

AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
21st AVENUE CDBG ROADWAY IMPROVEMENTS PROJECT
in
MAYWOOD, ILLINOIS

THIS Agreement, made and entered into between the Village of Maywood, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary to provide the engineering services required for the 21st AVENUE CDBG ROADWAY IMPROVEMENTS PROJECT, hereinafter referred to as "PROJECT", which will generally include pavement reconstruction along 21st Avenue from Harrison Street to Van Buren Street, in the Village of Maywood, Cook County, Illinois, as part of the PY2021 Cook County CDBG Program, described in detail as follows:

The scope of work of the project shall include full replacement of concrete curb and gutter, driveways, ADA sidewalk ramps, and certain main-line sidewalk, reconstruction of existing hot-mix asphalt pavement, installation of aggregate base course, installation of hot-mix asphalt binder and surface courses, thermoplastic pavement markings, landscaping restoration, intermittent replacement of combined sewer manholes, and combined sewer lining improvements.

Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work in accordance with requirements of Cook County Community Development Block Grant (CCCDBG) authorities and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), preparation and submittal of applications for permits required from various agencies, and performance of other necessary engineering services outlined in Section A.I of this Agreement.

Construction Engineering includes providing line and grade staking of the proposed work, observation of the work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents, attendance at meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section A.II of this Agreement.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

A. THE ENGINEER AGREES;

- I. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - a. Preparing preliminary design criteria.
 - b. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
 - c. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - d. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - e. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.
 - f. Assisting the VILLAGE in the issuance of proposal forms and advertising for bids.
 - g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.
- II. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
 - a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
 - b. Checking of shop and equipment drawings.
 - c. Providing line-and-grade staking.
 - d. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

- e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
 - f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - g. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - h. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
 - i. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
 - j. Performing final inspection of all improvements.
- III. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the following services:
- a. Proportioning and testing of Portland Cement Concrete and Hot-Mix Asphalt mixtures in accordance with project specifications.
 - b. All compaction or density tests as required by the specifications.
- IV. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES:

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
 - a. **To pay the Engineer as compensation for all Design Engineering services performed as stipulated in above Section A.I a Lump Sum Fee of Twenty-Four Thousand Seven Hundred dollars (\$24,700.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The DESIGN ENGINEERING FEE is based upon the scope of work as listed in Section A.I., and itemized in Attachment C.
 - b. **To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.II at the hourly rates as found in Attachment "A" not to exceed Thirty Thousand Eight Hundred dollars (\$30,800.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The CONSTRUCTION ENGINEERING not to exceed amount is based upon the scope of work as listed in Section A.II.

The hourly rates for each classification of personnel are based upon the background of experience and the current salary of the personnel being assigned to a project. In the billing process the hourly invoicing rate of the personnel assigned to the PROJECT will be consistent with the most current Schedule of Hourly Rates at the date of service (Schedule of Hourly Rates subject to change as of March 1 annually).

- c. To pay for the subletted services as stipulated in above Section A.III at the actual cost to the ENGINEER; "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.III are not included within the Design or Construction Engineering fees, and must be agreed upon in writing in advance of the work.

- d. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates as found attached to this agreement in Attachment "A". However, the most current Schedule of Hourly Rates shall be utilized at the date of service (Schedule of Hourly Rates subject to change as of March 1 annually).
- e. That payment to the ENGINEER for the services rendered shall be made in the following manner:
 1. During the performance of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date, less all previous payments made to the ENGINEER under this AGREEMENT.
 2. Payments by the VILLAGE shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

C. IT IS MUTUALLY AGREED:

- I. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- II. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- III. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this

AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.

- IV. Along with the General Conditions Attachment to Engineering Agreement attached hereto as Attachment "B", this AGREEMENT represents the entire and integrated agreement between the VILLAGE and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instruments signed by both parties hereto.

In witness whereof, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2021

VILLAGE OF MAYWOOD
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Nathaniel George Booker, Mayor

ATTEST:

By _____
Gwaine Dianne Williams, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2021

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
William Peterhansen, P.E., Vice President

(SEAL)

ATTACHMENT A

SCHEDULE OF HOURLY RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
ENGINEER – VI	\$146.00
ENGINEER – V	\$136.00
ENGINEER – IV	\$126.00
ENGINEER – III	\$121.00
ENGINEER – II	\$108.00
ENGINEER – I	\$96.00
ENGINEERING TECHNICIAN – V	\$125.00
ENGINEERING TECHNICIAN – IV	\$115.00
ENGINEERING TECHNICIAN – III	\$83.00
ENGINEERING TECHNICIAN – II	\$65.00
ENGINEERING TECHNICIAN – I	\$40.00
CAD MANAGER	\$121.00
CAD - II	\$100.00
CAD – I	\$85.00
ADMINISTRATIVE	\$65.00

**Note: Schedule of Hourly Rates is subject to change annually as of March 1st.
The most current Schedule of Hourly Rates will be in effect at the date of service.**

ATTACHMENT B

GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. **Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. **Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE, its officials, employees and volunteers, arising in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors;
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the Village. The ENGINEER shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.).

12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER

acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
20. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
21. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
22. This AGREEMENT may be terminated by the ENGINEER by resignation from the office of Village Engineer, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
23. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a

contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

24. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
- a. If to the VILLAGE:
VILLAGE OF MAYWOOD
40 Madison Street
Maywood, Illinois 60153
Attn: Ms. Chasity Wells-Armstrong, Village Manager
 - b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY.
9933 Roosevelt Road
Westchester, Illinois 60154-2780
Attn: Derek Treichel, P.E., President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
25. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
26. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
27. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
28. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
29. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
- a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
 - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:

- (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:

- (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. in compliance with the Code of Ordinances of the Village of Maywood, in that no Village of Maywood official, spouse or dependent child of a Village of Maywood official, agent on behalf of any Village of Maywood official or trust in which a Village of Maywood official, the spouse or dependent child of a Village of Maywood official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
 - j. in compliance with the Code of Ordinances of the Village of Maywood, in that no officer or employee of the Village of Maywood has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
 - k. The ENGINEER has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having

monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of the Village of Maywood.

- l. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.
- m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.
- o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

ATTACHMENT C

Design Engineering Fee

Preliminary Engineering	\$800.00
Topographic Survey	\$3,900.00
CADD Drafting	\$3,600.00
Utility Coordination	\$1,200.00
Plans	\$6,700.00
Specifications	\$3,700.00
MWRD Permitting	\$2,500.00
Bid Engineering	\$900.00
Project Administration	<u>\$1,400.00</u>

Total Design Engineering Fee **\$ 24,700.00**

Construction Engineering Fee

Pre-Construction Activities	\$1,900.00
Resident Notification	\$500.00
Layout (Line and Grade)	\$3,500.00
Construction Observation	\$14,800.00
Documentation	\$3,500.00
CDBG Project Close-Out	<u>\$6,600.00</u>

Total Construction Engineering Fee **\$ 30,800.00**

Estimated Sub-Consultant Fees

QA Materials Testing \$ 3,000.00**

**** These sub-consultant fees are not included in the upper limit of this Agreement.**



Village of
Maywood
Illinois

TO: Chasity Wells- Armstrong, Village Manager

CC: Mayor Nathaniel George Booker

FROM: Angela Smith, Director of Community Development

Nalini Johnson, Village Planner

DATE: November 3, 2021 – Committee of the Whole

RE: Request to relocate an existing fence to the property line and related alley vacation at 1310 South 4th Avenue, Maywood, Illinois 60153 – Planning Commission Recommendation – for Discussion Only

Item for Discussion by the Committee of the Whole:

Committee of the Whole to discuss a petition to remove an existing fence and relocate said fence to the property line following the vacation of an alley, by Petitioner, GTC Trucking and Repair in order to provide an additional operational width of 26 feet width for the purpose of expanding an existing nonconforming use and to provide a 10 foot landscaped and screening buffer to demarcate the existing use and the approved mixed-use development at 1243 South 5th Avenue.

Recommended Action: The Planning Commission has not heard this petition.

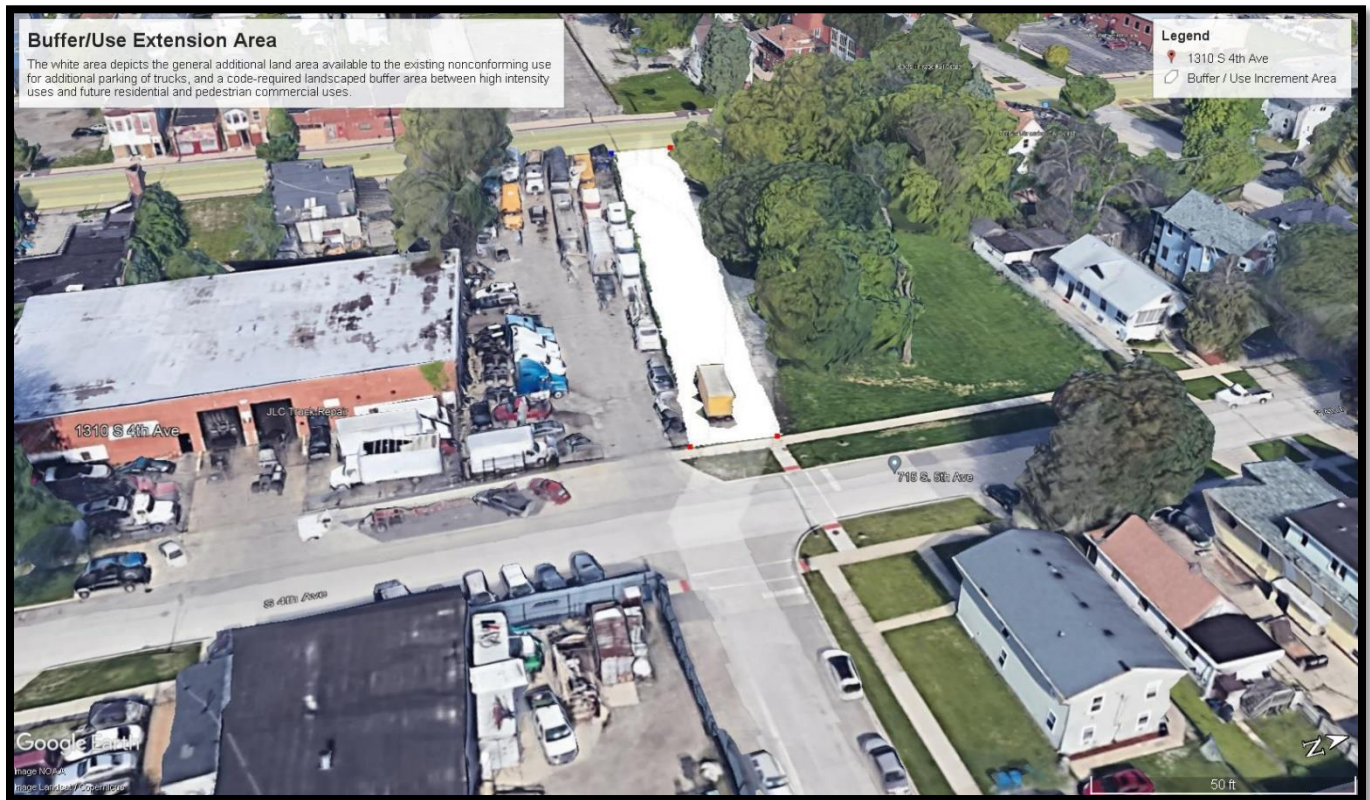
Summary

The Petitioner, GTC Trucking and Repair, submitted an application on September 17, 2021 to remove the existing fence along the north property line and relocate it to the north lot line, and to incorporate a portion of a future vacated alley that runs northward in a perpendicular manner, from the north property line. The Village Attorney has prepared and approved as to form a preliminary alley vacation for the purpose of filling out abutting lots and creating developable parcels.

The fence permit was placed on hold pending resolution of decisions pertaining to the proposed alley vacation, and related to the planning principles that limit alterations and expansions of nonconforming uses. Staff felt that relocating the fence to the property line, although allowable by right, would create a

de facto expansion of an existing nonconforming use of a trucking repair shop in the R-5 and C-2 districts. Staff recommends a series of conditions relative to decisions related to relocating the fence, in order to mitigate the amplification of a nonconforming use, in order to come closer into compliance with the Zoning Code, the Zoning Map and the Comprehensive Plan, rather than away from it.

Therefore, there are at least three possible scenarios that could be considered by the Board to address this set of circumstances, and these are here presented for discussion and further review.



White area represents the additional area that would be available to the existing nonconforming use directly to the west if the existing fence is allowed to relocate to the property line, following the vacation of the alley (see plat of alley vacation). A 10-foot buffer area would be required to be installed, giving the property owner a 16-foot wide portion for use by the trucking facility.

A. Existing Zoning and Land Use

The property is composed of multiple lots with two different zoning districts: C-2 Pedestrian Commercial Zone District to the west, and R-5 Residential District to the East. However, the use is a use that is permitted only in the M zone district. Therefore, the existing use is a nonconforming use, subject to Section 16 of the Maywood Zoning Code.

B. Zoning Relief and Special Permissions.

There are no required zoning variances pertinent to this request. However, the request is for the Committee of the Whole to discuss whether the granting of this fence will further entrench an existing nonconforming use that is meant to be phased out, and to provide three alternative scenarios for consideration by the board that will allow the fence to be relocated while reducing or mitigating the existing nonconforming use in the future:

- A. Conditions for the Village to vacate the alley to the property owner in order to relocate the fence:
 - a. The property owner must grant an access easement to the project to the north for future residents to use (for a driveway to zoning and engineering standards).
 - b. The underlying lots must be “squared off” and the parcel lines must match the underlying squared off lots.
 - c. Note: A preliminary plat of vacation has been reviewed by the Village Attorney and is ready for revisions and further review by the Engineer for future consideration by the Board of Trustees.
- B. Conditions for the business to be allowed to remain in the districts as a nonconforming use following the relocation of the fence (as is, with two zoning districts):
 - a. The property owner must / shall remove his trucks from the 5th Avenue frontage and move them to the portion of this property that is zoned R-5, until such time as an alternate parking area is found (with the mediation of the Planning and Development Committee).
 - b. The property owner must remove the trucking company signs that are located on the fence along 5th Avenue.
 - c. The property owner must provide a landscaped buffer (including a perimeter fence). Because the existing fence is 26 feet from the property line, this fence MUST remain in its current condition, as a secondary fence bounding the buffer area, OR a masonry wall, at least 3 feet in height, must be built along the existing fence line, in order to enclose the buffer area. In this scenario, the buffer area shall encompass the entire 26-foot width.
 - d. Alternatively, a 10-foot buffer must be installed at the edge of the existing use, and an access driveway allowed along the remainder.
 - e. Since the latter option would remove 26-foot width from use as a parking area for the truck repair use, in perpetuity, the property owner might agree to deed this 26-foot portion to the development to the north, or to the Village to install a public roadway/access/buffer area to serve the development to the north.
- C. Staff-recommended conditions for the business to expand into the 26-foot area:
 - a. Rezone the property to M.
 - b. Instead of a 26-foot buffer, the property owner may use 16 feet of this area between the existing fence and the property line to park trucks, if the property is zoned to M.
 - c. The property owner would be required to install a 10-foot tree-lined buffer of trees to properly screen the approved site plan for a mixed-use developments to the north.

Additional Staff Recommendation: A plat of re-subdivision involving both properties is recommended, following approval of any fence relocation in order to provide code compliant lots.

Attachments

1. *Proposed Preliminary Plat of Vacation – Alley*
2. *Plat of Survey of 1310 S. 4th Ave. showing proposed location of the fence.*
3. *Proposed concept plan for 1243 S. 5th Ave.*
4. *Plat of Survey for 1243 S. 5th Ave.*

ACTION:

Discuss the Petition to relocate an existing fence and consider staff-recommended conditions of approval to mitigate the amplification of a nonconforming use and remand to a Public Hearing of the

Plan Commission for consideration of any proposed zoning entitlements or to the Village Board for final decision, assuming no further zoning entitlements are requested by the Committee of the Whole. Once the plat of vacation is reviewed by staff and technical conditions are met that will enable the final property line to be determined, staff would be directed to move forward on permitting for the requested fence.

— of —



SURVEYORS CERTIFICATE

— AREA VACATED

GRAPHIC SCALE

1 inch = 20 ft.

KRISCH LAND SURVEYING LLC

P.O. Box 929 PLAINFIELD, IL 60544-0929
PHONE (630) 627-5589 / FAX (630) 627-5594
www.krischlandsurveying.com
IL. PROFESSIONAL DESIGN FIRM LICENSE No. 184-006866
COPYRIGHT © 2017 ALL RIGHTS RESERVED

UNITED SURVEY SERVICE, LLC
 CONSTRUCTION AND LAND SURVEYING
 7714 S. 14TH AVENUE, SUITE 100
 CHICAGO, ILLINOIS 60619
 TEL: (847) 295-1010 FAX: (847) 295-5887

PLAT OF SURVEY

PARCEL 1: LOT 15, 16, 17, 18, AND THAT PART OF LOT 20 LYING SOUTH OF THE
 ALLEY WHICH LIES WEST OF AND ADJACENT TO LOTS 15 TO 19 AND
 SECTIONS 2, 11, AND 14, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
 ALLEY WHICH LIES WEST OF AND ADJACENT TO LOTS 15 TO 19 AND
 SECTIONS 2, 11, AND 14, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
 ALLEY WHICH LIES WEST OF AND ADJACENT TO LOTS 15 TO 19 AND
 SECTIONS 2, 11, AND 14, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
 ALLEY WHICH LIES WEST OF AND ADJACENT TO LOTS 15 TO 19 AND
 SECTIONS 2, 11, AND 14, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
 ALLEY WHICH LIES WEST OF AND ADJACENT TO LOTS 15 TO 19 AND
 SECTIONS 2, 11, AND 14, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
 ALLEY WHICH LIES WEST OF AND ADJACENT TO LOTS 15 TO 19 AND
 SECTIONS 2, 11, AND 14, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
 ALLEY WHICH LIES WEST OF AND ADJACENT TO LOTS 15 TO 19 AND
 SECTIONS 2, 11, AND 14, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE
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PARCEL 8: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
 ALLEY WHICH LIES WEST OF AND ADJACENT TO LOTS 15 TO 19 AND
 SECTIONS 2, 11, AND 14, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
 ALLEY WHICH LIES WEST OF AND ADJACENT TO LOTS 15 TO 19 AND
 SECTIONS 2, 11, AND 14, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
 ALLEY WHICH LIES WEST OF AND ADJACENT TO LOTS 15 TO 19 AND
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PARCEL 11: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
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PARCEL 12: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
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PARCEL 13: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
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PARCEL 14: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
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PARCEL 15: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
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PARCEL 16: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
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PARCEL 17: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
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PARCEL 18: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
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PARCEL 19: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
 ALLEY WHICH LIES WEST OF AND ADJACENT TO LOTS 15 TO 19 AND
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PARCEL 20: LOT 19, 20, AND THAT PART OF LOT 18 LYING NORTH OF THE
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 SECTIONS 2, 11, AND 14, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

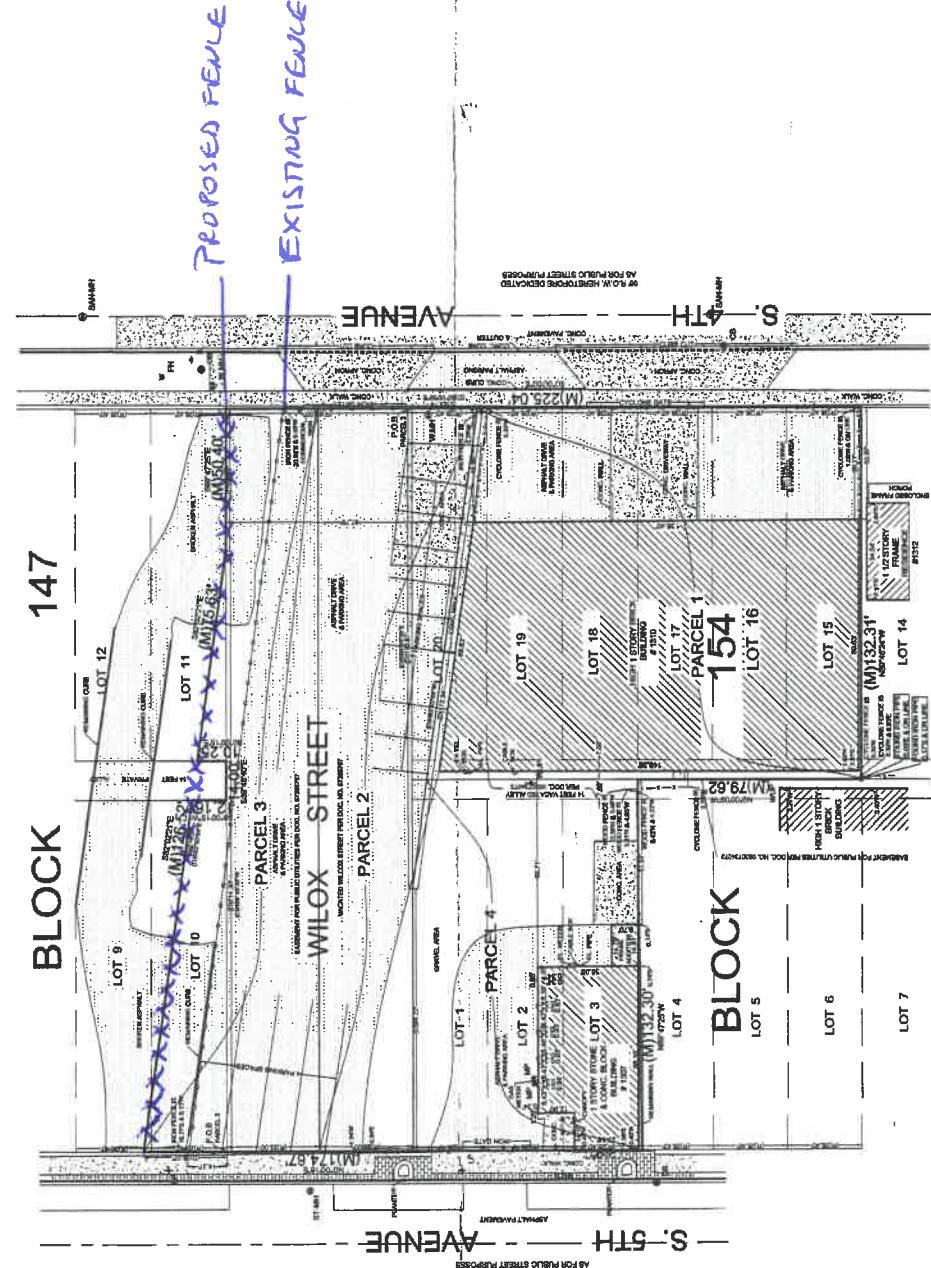
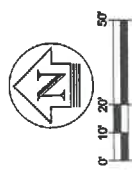
STATE OF ILLINOIS)
 COUNTY OF COOK)
 LLOYD G. LAMMICK, DOHERTY SURVEY COMPANY, INC.,
 SURVEYOR, HAS A CORRECT REPRESENTATION OF
 THE SURVEYED LANDS AND THE ADJACENT PROPERTY OF
 SAID SURVEY.

THIS PROFESSIONAL SERVICE COMPOSED OF THE CURRENT
 ILLINOIS MEASUREMENT STANDARDS FOR A BOUNDARY SURVEY,
 DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE
 CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

CONVERSE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY
 DATA TO THE SURVEYOR'S OFFICE, 7714 S. 14TH AVENUE,
 SUITE 100, CHICAGO, ILLINOIS 60619.

WITNESS MY HAND AND SEAL OF OFFICE, SEPTEMBER 28, A.D. 2020.

BY: *Gregory A. Lambeck*
 LLOYD G. LAMMICK, SURVEYOR, LICENSE NO. 35-0280
 LICENSE EXPIRES: NOVEMBER 30, 2023
 ILLINOIS PROFESSIONAL LAND SURVEYOR'S LICENSE NO. 19-040878



LEGEND ABBREVIATIONS

AS	ADJACENT
BS	BOUNDARY SURVEY
CB	CENTER BARN
CL	CLAY
CU	CUTTING
DL	DEVELOPMENT
EL	ENCLOSURE
FL	FIELD
GL	GRASS
HL	HIGHWAY
IL	IRON
KL	KILN
LL	LAND
ML	MEADOW
NL	NATURAL
OL	OPEN
PL	PLAIN
SL	STONE
TL	TIMBER
UL	UNDER
VL	VEGETATION
WL	WATER
YL	YARD

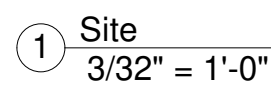
ORDERED BY:
STO
REBAR

SCALE: 1" = 20'

DATE: SEPTEMBER 28, 2020

FILE NO.: 2020 - 27826

DATE	REVISION



Scale	As indicated
-------	--------------

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, Director of Community Development

DATE: November 2, 2021-COW

RE: COW Developer Presentation: Tax Reactivation Sale: 1000 S. 19th

Background:

Please find attached application for the purchase of the Village Owned Tax reactivation lots 15-15-100-027 and 28 located at 1000 S. 19th (**Exhibit 1**). The property was acquired in December 2014 for non-payment of County Real Estate Taxes. The tax reactivation application is being submitted by 1900 Maywood LLC who is developing 79,000 sq. ft. of warehousing and distribution on the adjacent southwest corner.

1900 Maywood LLC plans to develop the lot for offsite parking for approximately 90 Vans used in the daily operation of the end user. Although, the end user is undisclosed at this point the developer maintains that the company has proposed 100 warehousing and distribution jobs. 1900 Maywood plans to improve the parcels with drainage, lighting, and landscaping in addition to assisting the Village with providing 17th Ave business district gateway signage.

Fiscal Impact:

Under the Village's ownership the property incurs the cost of maintenance, insurance, and environmental liability with the property not producing any tax revenue. If the property is sold increased tax revenue, maintenance, and property liability would be the responsibility of the new owner. The sale of this long-blighted lot will allow a new business the parking needed to locate to Maywood. The Developer has offered \$5000.00 per lot and agrees to the terms and conditions of the Tax Reactivation Ordinance.

Highest and Best Use:

The current surrounding zoning and land uses: North: **Commercial**, South: **Open Space**, East: **Commercial** and West: **Industrial/warehousing**. If this offer is accepted the applicant will comply with all zoning and building codes.

Next Steps:

Move to November 19, 2021 consent agenda for Board's final approval

OFFER TO PURCHASE REAL ESTATE

Sales Program: ☒ Tax Reactivation ☐ ANLAP

Property Address: 1000 S 19th Ave.

Permanent Index Number(s)/PIN(s): 15151000270000; 15151000280000

Name(s) of Bidder(s): 1900 Maywood LLC

Address: 6250 N River Rd. Apt./Unit #
Rosemont IL 60018
Town State Zip Code

Phone: 224-808-2294 Home Business

REDEVELOPMENT PROPOSAL

Proposed use: Overflow parking for warehouse distribution user at 1900 S. Maywood. Owner plans to improve the area with a secured and landscaped parking lot and also provide for gateway signage for the Maywood business district.

Zoning: _____ Zoning Variance/Special Use Permit Request: ☐ Yes ☒ No

Purchase Offer Amount: \$ \$5,000/lot = \$10,000 TOTAL

NON-DISCRIMINATION STATEMENT

The Village, in the administration of the Tax Reactivation and ANLAP Programs for the sale of Village-owned real estate property, will not discriminate against any applicant because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap, military status, or an unfavorable discharge from military service.

The Village of Maywood reserves the right to reject any and all applications and may negotiate the terms of sale for any proposal received for the purchase of Village-owned real estate.

Bid Summary Sheet

Property Address: 1900 Maywood Drive, Maywood, IL

Permanent Index Number(s)/PIN: 15151000270000; 15151000280000 **Bundle #:** _____

Name of Bidder	Title of Bidder
----------------	-----------------

1900 Maywood LLC	Owner
------------------	-------

Type of Bidder (Check Only One) ** (All applicants must include a Real Estate Sales Profile form.)

Individual

Partnership: _____

X	Corporation: 1900 Maywood LLC
---	--------------------------------------

Agent: _____

Trustee: Trust # _____ **Bank:** _____

Joint Venture: _____

Non-Profit Organization: _____

Other: _____

Amount of Bid: \$ \$5,000/lot = \$10,000 TOTAL

To be completed by the Community Development Department

Approval of Board of Trustees: ____ Yes ____ No

Date of Board Decision: _____

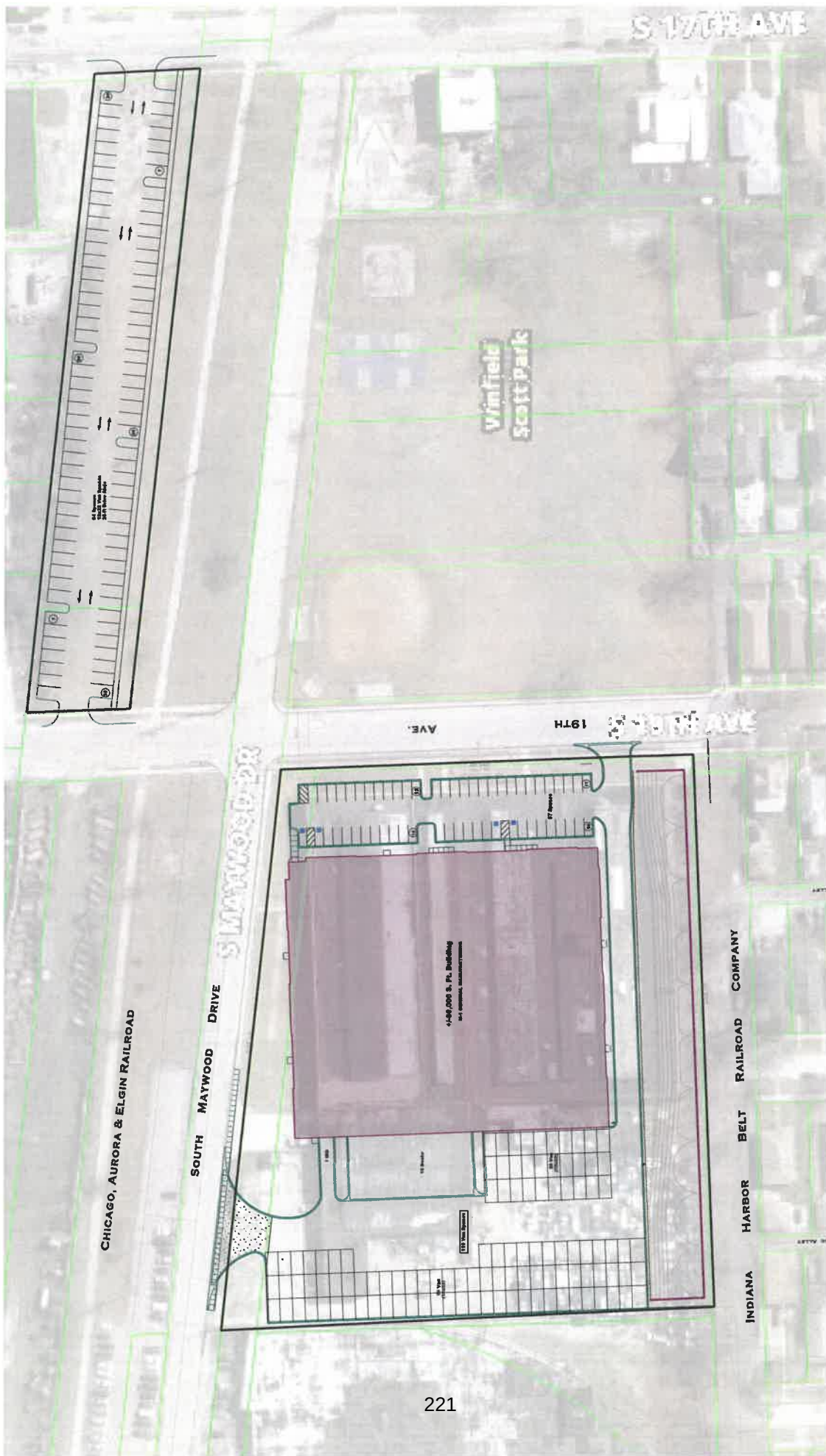
Deposit received: Date: _____ **Amount:** _____

Attach Receipt

Plans Submitted: _____ **Yes** _____ **No** **Date:** _____

Application for Permits: Date _____

Date of Sale: _____ **Recorder of Deeds Doc. #:** _____





VILLAGE OF MAYWOOD INTERDEPARTMENTAL MEMORANDUM

To: Chasity Wells-Armstrong, Village Manager

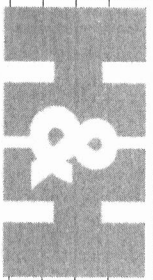
From: John West, Director of Public Works 

RE: Replacement Lighting Cabinet

Date: October 27, 2021

The southwest corner of 5th avenue & Green has a lighting control cabinet which was either hit or vandalized. The cabinet requires replacement. I have attached a quote of \$18,699.00 for replacement provided by H&H electric along with pictures of the damaged cabinet. I recommend the quote be accepted, and this item placed on the next Committee of the Whole meeting for discussion and forwarding for approval. Please let me know if you have any questions.

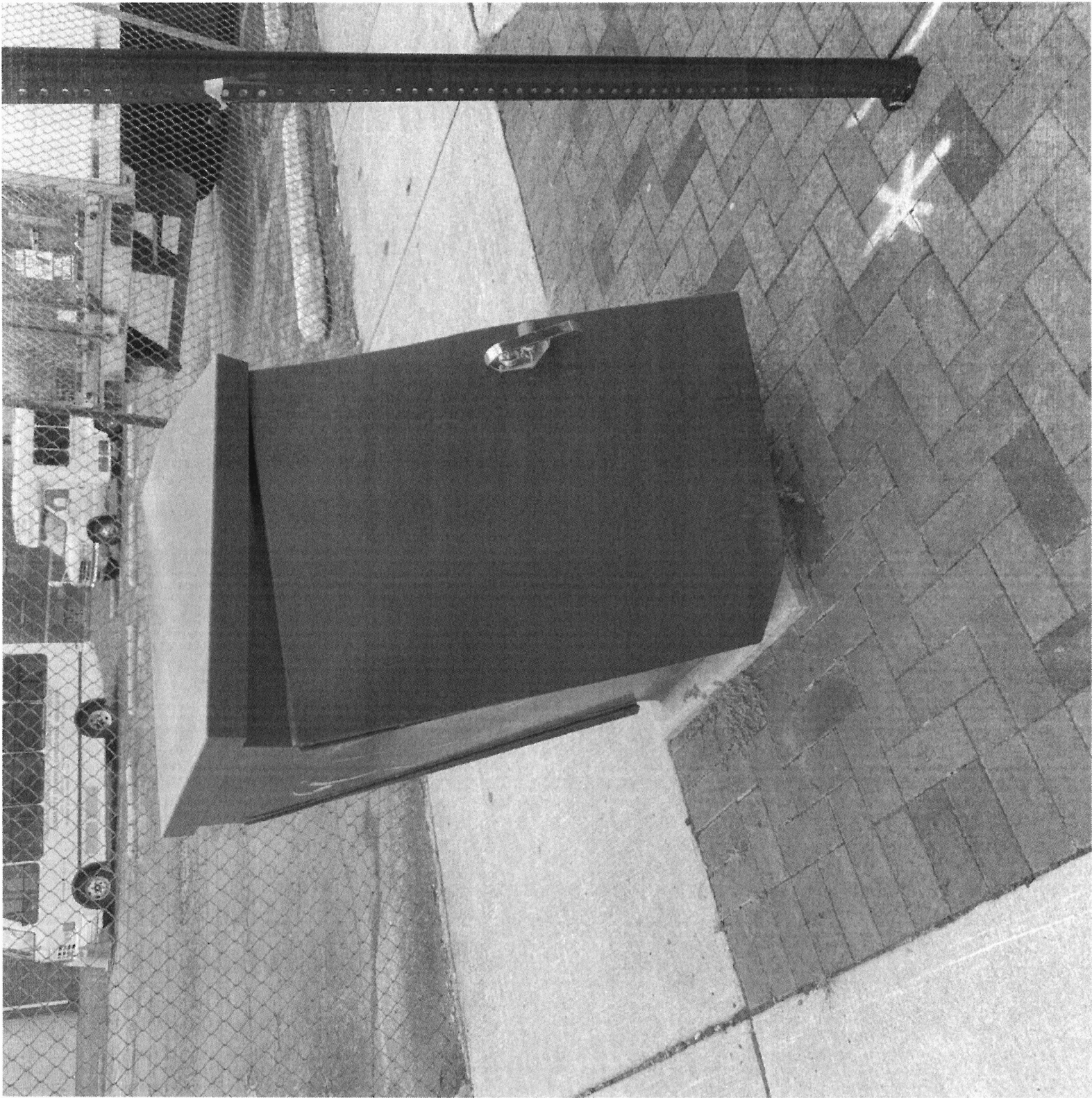
Cc; file

		2830 COMMERCE STREET,					
		FRANKLIN PARK, ILLINOIS 60131-2927					
ELECTRIC COMPANY		OFFICE PHONE: (708) 453-2222 / FACSIMILE: (708) 453-2851.					
H&H JOB #:		N/A					
IDOT ITEM #:		N/A					
DBE %:		0.00%					
ADDENDUM:		N/A					
LOCATION:		VILLAGE OF MAYWOOD - 5TH AVE. & GREEN ST. - FURNISH AND INSTALL A STREET LIGHTING CABINET.					
CONTRACT #:		N/A					
COUNTY:		COOK					
SECTION #:		N/A					
ROUTE:		5TH AVE & GREEN ST.					
DATE:		Monday, October 11, 2021					
BID AS:		ELECTRICAL SUBCONTRACTOR					
BID DUE DATE:		N/A					
BID DUE TIME:		N/A					
BID LOCATION:		EMAIL TO JOHN WEST AT THE VILLAGE OF MAYWOOD - jwest2@maywood-il.org					
DUE TO OWNER (DATE):		N/A					
DUE TO OWNER (TIME):		N/A					
COMPLETION:		TO BE DETERMINED					
ITEM NUMBER		PAY ITEM DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
							223

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
1	FURNISH AND INSTALL A NEW 48" X 30" X 24" STREET LIGHTING CONTROLLER CABINET ONTO EXISTING CONTROLLER FOUNDATION COMPLETE WITH COMPONENTS TO MATCH EXISTING STYLE AND MATERIALS OF PREVIOUS KNOCKDOWN CABINET.	EACH	1.000	18,699.00	18,699.00
TOTALS					18,699.00
NOTES:					
1	THIS PROPOSAL IS BASED ON NORMAL WORKING HOURS.				
NOT INCLUDED IN THIS PROPOSAL:					
1	ALL FINAL LANDSCAPE RESTORATION. ANY EXCEPTIONS ARE NOTED ABOVE.				224
2	SPECIAL INSURANCE, FEES, OR PERMITS OF ANY TYPE.				
3	BONDS, ALTHOUGH WE ARE BONDABLE.				
4	NO WORK WILL BE DONE OTHER THAN THE ITEMS ON OUR BID WITHOUT WRITTEN APPROVAL.				
5	PROJECT LAYOUT INCLUDING GRADES AND ELEVATIONS.				
6	ANY AND ALL COSTS CONTRIBUTABLE TO TESTING, DOCUMENTATION, REMOVAL AND/OR DISPOSAL OF ANY SPOILS.				
7	ANY MAJOR SUBSURFACE OBSTACLES ENCOUNTERED WHICH CAUSES A DECREASE IN OUR PRODUCTION SHALL BE COMPENSATED AT TIME & MATERIAL RATES.				
8	HARD SURFACE REMOVAL & REPLACEMENT.				
9	ROCK EXCAVATION.				
10	PROPOSAL VALID FOR 60 DAYS.				

ITEM NUMBER		PAY ITEM DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE









MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: October 27, 2021
RE: Vendor Information Reporting Requirement (35 ILCS 200/18-50.2)

For discussion at the November 3, 2021 Committee of the Whole Meeting, please be advised that, with the passage of Public Act 102-265 (effective August 6, 2021), the Illinois Property Tax Code was amended to impose a requirement on each taxing district (i.e., the Village of Maywood) to collect and report certain vendor information on an annual basis. To comply with this new requirement, this additional vendor information can be included in the annual Treasurer's Report. The pertinent statute, with the additional vendor information in bold, is set forth below:

35 ILCS 200/18-50.2:

"Sec. 18-50.2. Vendor Information Reporting. Beginning in levy year 2022, **each taxing district that has an aggregate property tax levy of more than \$5,000,000 for the applicable levy year shall make a good faith effort to collect and electronically publish data from all vendors and subcontractors doing business with the taxing district as to:**

- (1) **whether the vendor or subcontractor is a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act; and**
- (2) **whether the vendor or subcontractor holds any certifications for those categories or if they are self-certifying;** if the vendor self-certifies, then the taxing district shall publish whether the vendor qualifies as a small business under federal Small Business Administration standards.

The taxing district may use existing software to comply with this Section."

If there are any questions, please feel free to contact me.

Mike

cc: Gwaine Dianne Williams, Village Clerk
Chasity Wells-Armstrong, Village Manager
Lanya Satchell, Finance Director
Michael A. Marrs, KTJ
Maxwell J. Fugere, KTJ

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael A. Marrs
DATE: October 27, 2021
RE: Update on Turnover of Phase I Parks to Maywood Park District

Earlier this year, the Village Board and Park District entered into an Intergovernmental Agreement (IGA) governing the turnover of various Village-owned parks to the Maywood Park District.

As a reminder, the IGA implements a two-phased conveyance of Village-owned Parks to the Maywood Park District. The following Parks were proposed for conveyance in Phase I during 2021:

- Connor-Heise Memorial Park – 10th Avenue and Washington Blvd.
- Winfield Scott Park – 19th Avenue and Maywood Drive
- Waterworks Park – 9th Avenue and Maywood Drive

We are actively working to facilitate the conveyance of the Phase I parks prior to the end of the year. We have ordered and received title commitments on the various parks, are working to address various title and other issues, are having surveys created, and are working on closing documents. We are checking with the Park District on the status of the facility assessment report they are to perform prior to any conveyances.

There appear to be minimal issues related to the conveyance of Winfield Scott and Waterworks Parks. Connor-Heise Park is more challenging, as title notes that several of the PINS that make up the park are held by Washington School Park District, which was dissolved in 1937. We have been researching the dissolution of that Park District, and what the law provided at that time regarding title to property owned by Park Districts upon dissolution, in order to sort out the ownership issues. There are also long-standing property tax issues related to certain PINS within Connor-Heise that we are also working to address. It is possible that resolution of the various issues at Connor-Heise will push conveyance of that park into 2022. We will provide further updates as we learn more.

If there are any questions, please contact us.

Michael

cc: Gwaine Dianne Williams, Village Clerk
Chasity Wells-Armstrong, Village Manager
John West, Public Works Director
Elijah Willis, Police Chief
Craig Bronaugh, Fire Chief
Angela Smith, Community Development Director
Walter Duncan, Director of Building and Code
Nalini Johnson, Planner / Zoning Coordinator
Bill Peterhansen, Village Engineer
Michael T. Jurusik, Village Attorney



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

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

MEMORANDUM

To: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
From: Michael T. Jurusik
Date: October 27, 2021
Re: Approval of Meeting Schedules of the Committee of the Whole of the Board of Trustees Meetings and the Board of Trustees Meetings for Calendar Year 2022

As required by the Open Meetings Act (5 ILCS 120/), I have prepared the enclosed document for your consideration and action at an upcoming Committee of the Whole Meeting ("COW Meeting") and an upcoming Village Board Meeting ("BOT Meeting"):

A RESOLUTION APPROVING THE REGULAR MEETING SCHEDULES OF THE COMMITTEE OF THE WHOLE OF THE BOARD OF TRUSTEES AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD FOR CALENDAR YEAR 2022

I have also enclosed a Calendar for Year 2022 (for reference in finalizing the meeting dates).

The enclosed draft Resolution sets the first Tuesday of each month for conducting the COW Meetings and the third Tuesday of each month for conducting the BOT Meetings during Calendar Year 2022, which is consistent with the meeting schedule as set forth in Section 30.28 (Regular Meetings) of the Maywood Village Code. The 2022 Meeting Schedule needs to be reviewed and possibly modified to avoid potential conflicts with same week holidays or special event dates or municipal conferences.

Per Section 2.02 and 2.03 of the Open Meetings Act (5 ILCS 120/2.02 and 2.03), the enclosed Resolution should be adopted prior to December 31, 2021, so that the Village can inform the public and media of the regular meeting dates, times and location of the COW Meetings and the BOT Meetings for calendar year 2022. A copy of the approved version of the Resolution should be sent to each media organization that has requested annual notice of these meetings.

If there are any questions, please contact me.

Mike

Enclosures

cc: Gwayne Dianne Williams, Village Clerk (w/ encls.)
Chasity Wells-Armstrong, Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

RESOLUTION NO. R-2021-_____

**A RESOLUTION APPROVING THE REGULAR MEETING SCHEDULES
OF THE COMMITTEE OF THE WHOLE OF THE BOARD OF TRUSTEES
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD
FOR CALENDAR YEAR 2022**

WHEREAS, Section 2.03 (Schedule of Meetings) of the Open Meetings Act (5 ILCS 120/2.03) requires the President and Board of Trustees of the Village of Maywood to approve by Resolution their regular meeting schedules for each calendar year and to make the schedules available to the public and any news medium that has filed an annual request for notice of meetings in accordance with the requirements of the Open Meetings Act; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to approve their Regular Meeting Schedules for the Committee of the Whole Meetings and for the Village Board of Trustees Meetings for the 2022 calendar year, as set forth below, in accordance with Section 2.03 (Schedule of Meetings) of the Open Meetings Act (5 ILCS 120/2.03) and Section 30.28 (Regular Meetings) of the Maywood Village Code.

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

SECTION 1: The President and Board of Trustees approve of the schedule of their **Regular Committee of the Whole Meetings for the 2022 calendar year**, as set forth below:

January:	First Tuesday -- January 4
February:	First Tuesday -- February 1
March:	First Tuesday -- March 1
April:	First Tuesday -- April 5
May:	First Tuesday -- May 3
June:	First Tuesday -- June 7
July:	First Tuesday -- July 5
August:	First Tuesday -- August 2
September:	First Tuesday -- September 6
October:	First Tuesday -- October 4
November:	First Tuesday -- November 1
December:	First Tuesday -- December 6 (2022 Tax Levy Hearing)

The starting time for the above meetings shall be 7:00 P.M. The meetings shall be conducted in the Council Chambers located at 125 South 5th Avenue in Maywood. Regarding any cancelled regular meeting dates, or if the Committee of the Whole decides to conduct special meetings on other dates or in place of cancelled meetings, the required notice and agenda for any such special or rescheduled meeting shall be posted in accordance with the Open Meetings Act.

SECTION 2: The President and Board of Trustees approve of the schedule of their **Regular Board of Trustees Meetings for the 2022 calendar year** as set forth below:

January: Third Tuesday – January 18
February: Third Tuesday – February 15
March: Third Tuesday – March 15
April: Third Tuesday – April 19
May: Third Tuesday – May 17
June: Third Tuesday – June 21
July: Third Tuesday – July 19
August: Third Tuesday – August 16
September: Third Tuesday – September 20
October: Third Tuesday – October 18
November: Third Tuesday – November 15
December: Third Tuesday – December 20 (2022 Tax Levy Hearing)

The starting time for the above meetings shall be 7:00 P.M. The meetings shall be conducted in the Council Chambers located at 125 South 5th Avenue in Maywood. Regarding any cancelled regular meeting dates, or if the President and Board of Trustees decide to conduct special meetings on other dates or in place of cancelled meetings, the required notice and agenda for any such special or rescheduled meeting shall be posted in accordance with the Open Meetings Act.

SECTION 3: The President and Board of Trustees direct the Village Clerk to make this Resolution available to the public and any news medium that has filed an annual request for notice of meetings in accordance with the requirements of the Open Meetings Act, as amended.

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 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

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 foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2021-_____

**A RESOLUTION APPROVING THE REGULAR MEETING SCHEDULES
OF THE COMMITTEE OF THE WHOLE OF THE BOARD OF TRUSTEES
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD
FOR CALENDAR YEAR 2022**

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

I further certify that the vote on the question of the passage of 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 _____, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]

JANUARY 2022	FEBRUARY 2022	MARCH 2022	APRIL 2022
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
MAY 2022	JUNE 2022	JULY 2022	AUGUST 2022
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
SEPTEMBER 2022	OCTOBER 2022	NOVEMBER 2022	DECEMBER 2022
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Cow - 1st Tuesday Red
 BOT - 3rd Tuesday Black

Important Dates 2022

Important Dates 2022

New Year's Day	Sat Jan 1	Father's Day	Sun Jun 19
Martin Luther King Jr. Day	Mon Jan 17	St. Jean Baptiste Day (Quebec)	Fri Jun 24
Chinese New Year	Tue Feb 1	Canada Day (Canada)	Fri Jul 1
Constitution Day (Mexico)	Mon Feb 7	Independence Day	Mon Jul 4
Valentine's Day	Mon Feb 14	(Eid) al Adha begins at sundown	Sat Jul 9
Presidents' Day	Mon Feb 21	First of Muharram begins at sundown	Fri Jul 29
Flag Day (Mexico)	Thu Feb 24	Civic Holiday (Canada)	Mon Aug 1
Ash Wednesday	Wed Mar 2	Ashura begins at sundown	Sun Aug 7
Eastern Orthodox Lent begins	Mon Mar 7	Labor Day	Mon Sep 5
Daylight Saving Time begins	Sun Mar 13	Grandparents Day	Sun Sep 11
Purim begins at sundown	Wed Mar 16	Patriot Day	Sun Sep 11
St. Patrick's Day	Thu Mar 17	Independence Day (Mexico)	Fri Sep 16
Benito Juarez's Birthday observed (Mexico)	Mon Mar 21	Rosh Hashanah begins at sundown	Sun Sep 25
First of Ramadan begins at sundown	Sat Apr 2	Yom Kippur begins at sundown	Tue Oct 4
Palm Sunday	Sun Apr 10	Columbus Day	Mon Oct 10
Good Friday	Fri Apr 15	Thanksgiving (Canada)	Mon Oct 10
Passover begins at sundown	Fri Apr 15	Day of the Race (Mexico)	Wed Oct 12
Easter	Sun Apr 17	National Bosses Day	Sun Oct 16
Easter Monday (Canada)	Mon Apr 18	United Nations Day	Mon Oct 24
Earth Day	Fri Apr 22	Halloween	Mon Oct 31
Eastern Orthodox Easter	Sun Apr 24	All Saints Day	Tue Nov 1
Administrative Professionals Day	Wed Apr 27	All Souls Day	Wed Nov 2
Holocaust Remembrance Day	Thu Apr 28	Daylight Saving Time ends	Sun Nov 6
May Day	Sun May 1	Election Day	Tue Nov 8
Labor Day (Mexico)	Sun May 1	Veterans Day	Fri Nov 11
(Eid) al Fitr begins at sundown	Mon May 2	Remembrance Day (Canada)	Fri Nov 11
National Day of Prayer	Thu May 5	Revolution Day (Mexico)	Mon Nov 21
Battle of Puebla Day (Mexico)	Thu May 5	Thanksgiving	Thu Nov 24
Mother's Day	Sun May 8	Pearl Harbor Remembrance Day	Wed Dec 7
Mother's Day (Mexico)	Tue May 10	Virgin of Guadalupe (Mexico)	Mon Dec 12
Armed Forces Day	Sat May 21	Hanukkah begins at sundown	Sun Dec 18
Victoria Day (Canada)	Mon May 23	Christmas	Sun Dec 25
Memorial Day	Mon May 30	Kwanzaa begins	Mon Dec 26
D-Day	Mon Jun 6	Boxing Day (Canada)	Mon Dec 26
Flag Day	Tue Jun 14	New Year's Eve	Sat Dec 31



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MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jursik
DATE: October 27, 2021
RE: Approving the Agreement Between the Village of Maywood and the Edwin Hancock Engineering Company for Furnishing of Professional Engineering Services For Phase II Design Engineering Services for the 19th Avenue Roadway Improvement Project (Madison Street to Oak Street)

Per the request of Village Engineer Bill Peterhansen, I have enclosed the following document for discussion and recommendation at the November 3, 2021 Committee of the Whole Meeting:

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH EDWIN HANCOCK ENGINEERING COMPANY FOR PHASE II DESIGN ENGINEERING SERVICES FOR THE 19TH AVENUE ROADWAY IMPROVEMENT PROJECT (MADISON STREET TO OAK STREET), with the Agreement attached as Exhibit "1"

The Project description is set forth in the Village Engineer's Memo dated October 19, 2021.

The "not to exceed" fee for the Phase II Design Engineering Services for the Project is \$179,000.00.

The Project will be funded by the Invest in Cook/Connecting Cook County Grant for Fiscal year 2021. The Village Board accepted the Grant funds under Resolution No. R-2021-36.

If there are any questions, please contact me.

Mike

Enclosure

cc. Gwaine Dianne Williams, Village Clerk (w/ encl.)
Chasity Wells-A, Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
Angela Smith, Community Development Director (w/encl.)
Bill Peterhansen, Village Engineer (w/ encl.)
Michael A. Marrs, Village Attorney (w/ encl.)

RESOLUTION NO. R-2021- _____

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A PROFESSIONAL ENGINEERING SERVICES AGREEMENT
WITH EDWIN HANCOCK ENGINEERING COMPANY
FOR PHASE II DESIGN ENGINEERING SERVICES FOR
THE 19TH AVENUE ROADWAY IMPROVEMENT PROJECT
(MADISON STREET TO OAK STREET)**

WHEREAS, the Department of Transportation and Highways of County of Cook, Illinois ("CCDOT") has approved and awarded the Village of Maywood ("Village") an Invest in Cook/Connecting Cook County Grant for Fiscal Year 2021 in the amount of One Hundred Ninety-Three Thousand and No/100 Dollars (\$193,000.00) (the "Grant Funds"); and

WHEREAS, the Grant Funds will fund Phase II engineering services for the Village's 19th Avenue Improvement Project, from Madison Street to Oak Street (the "Project"). The Project will include, but is not limited to, utility review, lighting analysis, accident analysis, pavement section design, plan and profile design, preparation of drainage, environmental survey and traffic staging/detour reports, coordination of meetings and completion of the final Project Development Report ("PDR"); and

WHEREAS, under Resolution No. R-2021-36, the Village President and Board of Trustees of the Village of Maywood have accepted the Grant Funds and entered into an agreement entitled "Intergovernmental Agreement" with Cook County, acting by and through its CCDOT, relative to the receipt of the Grant Funds (the "Grant Agreement"); and

WHEREAS, the Village President and Board of Trustees of the Village now desire to enter into a professional services agreement entitled "Professional Engineering Services Agreement With Edwin Hancock Engineering Company For Furnishing Professional Engineering Services For Preparation Of Phase II Project Development Report For The 19th Avenue Improvement Project (Madison Street To Oak Street)" (the "Agreement"), a copy of which is attached hereto as Exhibit "1" and made a part hereof, for the purpose of having the Village Engineer (Edwin Hancock Engineering Company) perform Phase I Engineering Services for the Project. The Phase II Engineering Services will include the following tasks and document preparation: a utility review, a lighting analysis, an accident analysis, a pavement section design, a plan and profile design, preparation of drainage, environmental survey and traffic staging/detour reports, coordination of meetings and completion of the final Project Development Report to be filed with the Illinois Department of Transportation; 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 "1") 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, its residents, property owners, local businesses 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 Village President and Board of Trustees authorize the approval and execution of a professional services agreement entitled "Professional Engineering Services Agreement With Edwin Hancock Engineering Company For Furnishing Professional Engineering Services For Preparation Of Phase II Project Development Report For The 19th Avenue Improvement Project (Madison Street To Oak Street)" (the "Agreement"), a copy of which is attached hereto as **Exhibit "1"** and made a part hereof. The Village President and Village Clerk, or their designees, are directed and authorized to execute the Agreement, and to execute and deliver all other instruments, payments and documents that are necessary in order to fulfill the Village's obligations under the Agreement.

SECTION 3: The President and Board of Trustees of the Village of Maywood further authorize and direct 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 all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute any updated version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

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 _____, 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 _____, 2021.

Nathaniel George Booker, Village President

ATTEST:

Gwayne Dianne Williams, Village Clerk

Exhibit "1"

**Professional Engineering Services Agreement
With Edwin Hancock Engineering Company
For Phase II Design Engineering Services
For The 19th Avenue Roadway Improvement Project
(Madison Street To Oak Street)**

(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. R-2021- _____

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A PROFESSIONAL ENGINEERING SERVICES AGREEMENT
WITH EDWIN HANCOCK ENGINEERING COMPANY
FOR PHASE II DESIGN ENGINEERING SERVICES FOR
THE 19TH AVENUE ROADWAY IMPROVEMENT PROJECT
(MADISON STREET TO OAK STREET)**

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

I further certify that the vote on the question of the passage of 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 _____, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]

AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF
PROFESSIONAL ENGINEERING SERVICES
for the
19th AVENUE IMPROVEMENT PROJECT
in
MAYWOOD, ILLINOIS

October 2021

AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
19th AVENUE IMPROVEMENT PROJECT
in
MAYWOOD, ILLINOIS

THIS Agreement, made and entered into between the Village of Maywood, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary to provide the Phase II Design Engineering of 19th AVENUE IMPROVEMENT PROJECT, hereinafter referred to as "PROJECT", which will generally include pavement reconstruction and drainage improvements along 19th Avenue from Madison Street to Oak Street.

Phase II Design Engineering consists of the preparation of Plans, Specifications, and Estimates of Cost in accordance with the requirements of the Illinois Department of Transportation (IDOT).

The scope of improvement along 19th Avenue from Madison Street to Oak Street includes complete curb and gutter removal and replacement, sidewalk removal and replacement to current ADA standards, driveway apron removal and replacement, intermittent repairs to the existing combined sewer, removal and replacement of drainage structures, storm sewer laterals, and storm sewer manholes; complete pavement reconstruction including a geotechnical fabric, aggregate base course, and hot-mix asphalt binder and surface course; thermoplastic pavement markings, signage, and landscaping restoration.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

A. THE ENGINEER AGREES:

- I. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - a. Performing design engineering in accordance with the scoping and parameters of the approved Project Development Report (PDR) by IDOT.
 - b. Making additional engineering field topographic surveys as are necessary for the preparation of detailed plans.
 - c. Attendance at kickoff meetings and other such design meetings with the State of Illinois (IDOT).
 - c. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - d. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - e. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.
 - f. Assisting the VILLAGE in the issuance of proposal forms and advertising for bids through the State of Illinois (IDOT).
 - g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.
- II. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the following services:
 - a. Alignment Marking and Plan Drawing by Professional Land Surveyor.
 - b. Preliminary Soils Investigation (PSI) by Environmental Engineer.
- III. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such

insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES:

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
 - a. **To pay the Engineer as compensation for all Design Engineering services performed as stipulated in above Section A.I a Lump Sum Fee of One Hundred Seventy-Nine Thousand (\$179,000.00),** unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The DESIGN ENGINEERING FEE is based upon the scope of work as listed in Section A.I., and itemized in Attachment C.
 - c. To pay for the subletted services as stipulated in above Section A.II at the actual cost to the ENGINEER; "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.II are not included within the Design Engineering fees, and must be agreed upon in writing in advance of the work.
 - d. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates as found attached to this agreement in Attachment "A".
 - e. That payment to the ENGINEER for the services rendered shall be made in the following manner:
 1. During the performance of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date, less all previous payments made to the ENGINEER under this AGREEMENT.
 2. Payments by the VILLAGE shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

C. IT IS MUTUALLY AGREED;

- I. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- II. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- III. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.
- IV. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
- IV. Along with the General Conditions Attachment to Engineering Agreement attached hereto as Attachment "B", this AGREEMENT represents the entire and integrated agreement between the VILLAGE and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instruments signed by both parties hereto.

In witness whereof, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2021

VILLAGE OF MAYWOOD
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Nathaniel George Booker, Mayor

ATTEST:

By _____
Gwaine Dianne Williams, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2021

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
William Peterhansen, P.E., Vice President

(SEAL)

ATTACHMENT A

2021 SCHEDULE OF HOURLY RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
ENGINEER – VI	\$146.00
ENGINEER – V	\$136.00
ENGINEER – IV	\$126.00
ENGINEER – III	\$121.00
ENGINEER – II	\$108.00
ENGINEER – I	\$96.00
ENGINEERING TECHNICIAN – V	\$125.00
ENGINEERING TECHNICIAN – IV	\$115.00
ENGINEERING TECHNICIAN – III	\$83.00
ENGINEERING TECHNICIAN – II	\$65.00
ENGINEERING TECHNICIAN - I	\$40.00
CAD MANAGER	\$121.00
CAD - II	\$100.00
CAD – I	\$85.00
ADMINISTRATIVE	\$65.00

**Note: Schedule of Hourly Rates is subject to change annually as of March 1st.
The most current Schedule of Hourly Rates will be in effect at the date of service.**

ATTACHMENT B

GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. **Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE, its officials, employees and volunteers, arising in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors;
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the Village. The ENGINEER shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.).

12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER

acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
20. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
21. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
22. This AGREEMENT may be terminated by the ENGINEER by resignation from the office of Village Engineer, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
23. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a

contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

24. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
- a. If to the VILLAGE:
VILLAGE OF MAYWOOD
40 Madison Street
Maywood, Illinois 60153
Attn: Ms. Chasity Wells-Armstrong, Village Manager
 - b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY.
9933 Roosevelt Road
Westchester, Illinois 60154-2780
Attn: Derek Treichel, P.E., President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
25. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
26. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
27. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
28. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
29. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
- a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
 - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:

- (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:

- (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. in compliance with the Code of Ordinances of the Village of Maywood, in that no Village of Maywood official, spouse or dependent child of a Village of Maywood official, agent on behalf of any Village of Maywood official or trust in which a Village of Maywood official, the spouse or dependent child of a Village of Maywood official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
 - j. in compliance with the Code of Ordinances of the Village of Maywood, in that no officer or employee of the Village of Maywood has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
 - k. The ENGINEER has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having

monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of the Village of Maywood.

- l. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.
- m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.
- o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

ATTACHMENT C

Design Engineering Fee

Meetings with IDOT	\$ 4,000.00
Topographic Survey	\$13,000.00
CADD Drafting	\$23,500.00
Utility Coordination	\$2,000.00
Plans	\$69,000.00
Specifications	\$26,500.00
Stormwater Calculations	\$9,000.00
MWRD Permitting	\$8,000.00
NPDES Permitting	\$3,000.00
Bid Engineering	\$2,000.00
Project Administration	\$19,000.00
Total Design Engineering Fee	\$179,000.00

Estimated Sub-Consultant Fees*

Environmental Engineer - Soil Testing and Analysis	\$7,440
Land Surveyor – Alignment and ROW Documentation	\$6,200

* The sub-consultant fees are not included in the upper limit of this Agreement.

MEMO

Date: October 19, 2021

To: Village of Maywood

Attn: Ms. Chasity Wells-Armstrong, Village Manager

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

From: Bill Peterhansen, P.E., CFM

Re: 19th Avenue – Madison Street to Oak Street
Design Engineering Agreement

Background

At the 9-21-21 BOT meeting, the Village approved the Intergovernmental Agreement with Cook County to receive “Invest in Cook” funds for Phase II Design Engineering of 19th Avenue from Madison Street to Oak Street.

Schedule

The Village needs to complete the Phase II Design Engineering of this project. The Invest in Cook Grant will cover this work at a rate of 100%. By initiating the design engineering now, the project will keep on schedule for the Fall 2024 IDOT Construction Letting of which the Federal Surface Transportation Funds are currently allocated for. Furthermore, if the Phase II Design Engineering is completed as soon as possible, there is also the chance that other projects from other communities on the CMAP 5 Year Plan could “fall through” and construction funding for 19th Avenue could move up in the schedule. Additionally, the pending Federal Infrastructure Bill and/or Federal Covid relief funds could also advance 19th Avenue forward on the schedule.

Design Engineering Highlights

We have provided an engineering agreement for your consideration and approval for the subject project. Highlights of the Design Engineering tasks are as follows:

- Design of new curb and gutter grades
- Detailed ADA sidewalk grading design
- Design of underground utility improvements

- Design of Pavement Section
- Detailed pavement cross sections
- Coordination with ongoing intersecting improvements of Washington Boulevard
- Professional Surveyor / Alignment Drawing
- Environmental Engineering (Soil Sampling and Classification)
- Attendance at Phase II Kick-Off meeting with IDOT
- Attendance at Design meetings with representatives of IDOT and the Federal Highway Administration
- Making engineering field topographic checks as are necessary for the preparation of detailed plans
- Utility coordination of public utilities and relocation design assistance
- Progress meetings with Village
- Meeting as needed with individual business/property owners affected by improvement to gather input concerning construction access and other issues
- Submittal of proprietary item requests
- Preparation of erosion control plans
- Preparation of striping plans
- Preparation of detailed traffic control plans and detour plan
- Preparation of proposed plans, specifications, and bidding documents in accordance with respective policies and procedures of the Illinois Department of Transportation
- Preparation of Disadvantaged Business Enterprise (DBE) Plan
- Submittal and obtainment of permits to the Metropolitan Water District of Greater Chicago regarding sewer improvements within a combined sewer area, the submittal and obtainment of permits to the IEPA regarding erosion control practices
- Submittal and obtainment of permits to the IEPA regarding water main operation and construction

Funding

The Invest in Cook Grant will cover the total amount of the Design Engineering. The Village will receive an initial advance payment from Cook County in the amount of 50% (\$96,500), so as to minimize the amount of funds that have to be carried until reimbursements are provided in arrears.

Action

If the Village would like to move forward with the Phase II Design Engineering of 19th Avenue, a resolution will need to be approved for the attached Professional Services Agreement.

We are available, at your convenience, to answer any questions regarding this project and our proposal.



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

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

www.ktjlaw.com

mtjurusik@ktjlaw.com
DD 312-984-6432

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jursik
DATE: October 27, 2021
RE: Agreement With Edwin Hancock Engineering Company for Professional Engineering Services For The 21st Avenue Improvements Project (Harrison Street to Van Buren Street) And Appropriation And Expenditure Of CDBG Program Funds

Per the request of Village Engineer Bill Peterhansen, I have enclosed the following document for discussion and recommendation at an upcoming Committee of the Whole Meeting:

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES FOR THE 21ST AVENUE IMPROVEMENTS PROJECT (HARRISON STREET TO VAN BUREN STREET), AND FOR THE APPROPRIATION AND EXPENDITURE OF FY 2021 CDBG PROGRAM FUNDS AND GENERAL FUNDS TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT, which includes the Agreement as Exhibit "A"

The Project description is set forth in the Village Engineer's Memo dated October 19, 2021. The "not to exceed" fee for the Preliminary Design Engineering Services for the Project is \$24,700.00. The "not to exceed" fee for the Construction Engineering Services for the Project is \$30,800.00. The overall estimated cost for professional engineering services is \$55,500.00.

The Project will be funded in part by Community Development Block Grant Program (CDBG) Funds in an amount equal to \$309,000.00. The remaining balance of the Project Costs should be paid out of the Village's General Corporate Fund or with other eligible funds, such as the MFT Funds.

If there are any questions, please contact me.

Mike

Enclosure

cc. Gwaine Dianne Williams, Village Clerk (w/ encl.)
Chasity Wells-Armstrong, Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
John West, Director of Public Works (w/ encl.)
Angela Smith, Community Development Director (w/encl.)
Walter Duncan, Director of Building and Code Department (w/ encl.)
Bill Peterhansen, Village Engineer (w/ encl.)
Michael A. Marrs, KTJ (w/ encl.)

RESOLUTION NO. R-2021 - _____

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES FOR THE 21ST AVENUE IMPROVEMENTS PROJECT (HARRISON STREET TO VAN BUREN STREET), AND FOR THE APPROPRIATION AND EXPENDITURE OF FY 2021 CDBG PROGRAM FUNDS AND GENERAL FUNDS TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to hire Edwin Hancock Engineering Company (the "Engineer") to perform preliminary and design engineering services and construction engineering services associated with the following improvements to be made in calendar year 2022: Street resurfacing and reconstruction improvements and related restoration improvements to 21st Avenue from Harrison Street to Van Buren Street, consisting of: full replacement of the concrete curb and gutter, driveways, entry walks, main line sidewalk, and ADA compliant roadway crossings; repair/replacement of utility structures; complete reconstruction of the asphalt pavement, including installation of a geotechnical fabric, 6" aggregate base course, 4" of hot-mix asphalt binder course, and 2" of hot-mix asphalt surface course; and landscape restoration, pavement markings and cured in place pipe (CIPP) lining of the combined sewer that was recently televised in 2019; (the "21st Avenue Improvements Project" or the "Project"), in accordance with the terms set forth in the "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE 21ST AVENUE IMPROVEMENTS PROJECT (HARRISON STREET TO VAN BUREN STREET) IN MAYWOOD, ILLINOIS" (the "PES Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Village's application to Cook County for an allocation of funds during the 2021 Program Year under the Community Development Block Grant Program ("CDBG") was approved and the CDBG Subgrant Agreement awarded the Village an amount equal to Three Hundred Nine Thousand and No/100 Dollars (\$309,000.00) for the Project; and

WHEREAS, the Village is required to spend the CDBG funds on the Project and is obligated to pay the balance of any Project Costs in excess of the CDBG funding with other eligible funds, such as the Motor Vehicle Fuel Tax ("MFT") Funds, as allocated by the Illinois Department of Transportation ("IDOT") to the Village, and the Village's General Corporate Funds; and

WHEREAS, the "not to exceed" fee for the Preliminary Design Report and Design Engineering Services for the Project is Twenty-Four Thousand Seven Hundred and No/100 Dollars (\$24,700.00). The "not to exceed" fee for the Construction Engineering Services for the

Project is Thirty Thousand Eight Hundred and No/100 Dollars (\$30,800.00). The overall estimated cost for professional engineering services is Fifty-Five Thousand Five Hundred and No/100 Dollars (\$55,500.00); and

WHEREAS, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of the CDBGF Funds and the Village's General Corporate Funds for the purpose of paying the cost of preliminary and design engineering services and the construction engineering costs for the Project; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached PES Agreement (Exhibit "A") and to approve the expenditure of the CDBGF Funds and the General Corporate Funds for the eligible costs associated with the Project pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and finds that entering into the PES Agreement is in the best interests of the Village.

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

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

SECTION 2: The President and Board of Trustees of the Village Maywood authorize the approval and execution of the attached "Agreement Between The Village Of Maywood And The Edwin Hancock Engineering Company For Furnishing Of Professional Engineering Services For The 21st Avenue Improvements Project (Harrison Street to Van Buren Street) In Maywood, Illinois" (the "PES Agreement"), (Exhibit "A"), to be entered into with the Edwin Hancock Engineering Company (the "Engineer") for the purpose of authorizing the Engineer to perform the Preliminary and Design Engineering Services and the Construction Engineering Services for the Project, and to approve the expenditure of the CDBGF Funds and the General Corporate Funds to pay for the professional engineering services to be performed by the Engineer in regard to the Project.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the PES Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the PES Agreement. Further, the President and Board of Trustees authorize and direct the Village President, the Village Manager and Village Clerk, or their designees, to execute said PES Agreement, and to execute and deliver all other instruments, payments and documents that are necessary to fulfill the Village's obligations under the PES 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 November, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of November, 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 "A"

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD
AND THE EDWIN HANCOCK ENGINEERING COMPANY
FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR
THE 21ST AVENUE IMPROVEMENTS PROJECT
(HARRISON STREET TO VAN BUREN STREET)
IN MAYWOOD, ILLINOIS**

(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 is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES FOR THE 21ST AVENUE IMPROVEMENTS PROJECT (HARRISON STREET TO VAN BUREN STREET), AND FOR THE APPROPRIATION AND EXPENDITURE OF FY 2021 CDBG PROGRAM FUNDS AND GENERAL FUNDS TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE 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 November, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ____ day of November, 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 November, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]

AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF
PROFESSIONAL ENGINEERING SERVICES
for the
21st AVENUE CDBG ROADWAY IMPROVEMENTS PROJECT
in
MAYWOOD, ILLINOIS

October 2021

AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
21st AVENUE CDBG ROADWAY IMPROVEMENTS PROJECT
in
MAYWOOD, ILLINOIS

THIS Agreement, made and entered into between the Village of Maywood, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary to provide the engineering services required for the 21st AVENUE CDBG ROADWAY IMPROVEMENTS PROJECT, hereinafter referred to as "PROJECT", which will generally include pavement reconstruction along 21st Avenue from Harrison Street to Van Buren Street, in the Village of Maywood, Cook County, Illinois, as part of the PY2021 Cook County CDBG Program, described in detail as follows:

The scope of work of the project shall include full replacement of concrete curb and gutter, driveways, ADA sidewalk ramps, and certain main-line sidewalk, reconstruction of existing hot-mix asphalt pavement, installation of aggregate base course, installation of hot-mix asphalt binder and surface courses, thermoplastic pavement markings, landscaping restoration, intermittent replacement of combined sewer manholes, and combined sewer lining improvements.

Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work in accordance with requirements of Cook County Community Development Block Grant (CCCDBG) authorities and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), preparation and submittal of applications for permits required from various agencies, and performance of other necessary engineering services outlined in Section A.I of this Agreement.

Construction Engineering includes providing line and grade staking of the proposed work, observation of the work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents, attendance at meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section A.II of this Agreement.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

A. THE ENGINEER AGREES:

- I. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - a. Preparing preliminary design criteria.
 - b. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
 - c. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - d. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - e. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.
 - f. Assisting the VILLAGE in the issuance of proposal forms and advertising for bids.
 - g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.
- II. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
 - a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
 - b. Checking of shop and equipment drawings.
 - c. Providing line-and-grade staking.
 - d. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

- e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
 - f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - g. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - h. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
 - i. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
 - j. Performing final inspection of all improvements.
- III. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the following services:
- a. Proportioning and testing of Portland Cement Concrete and Hot-Mix Asphalt mixtures in accordance with project specifications.
 - b. All compaction or density tests as required by the specifications.
- IV. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES;

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
 - a. **To pay the Engineer as compensation for all Design Engineering services performed as stipulated in above Section A.I a Lump Sum Fee of Twenty-Four Thousand Seven Hundred dollars (\$24,700.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The DESIGN ENGINEERING FEE is based upon the scope of work as listed in Section A.I., and itemized in Attachment C.
 - b. **To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.II at the hourly rates as found in Attachment "A" not to exceed Thirty Thousand Eight Hundred dollars (\$30,800.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The CONSTRUCTION ENGINEERING not to exceed amount is based upon the scope of work as listed in Section A.II.

The hourly rates for each classification of personnel are based upon the background of experience and the current salary of the personnel being assigned to a project. In the billing process the hourly invoicing rate of the personnel assigned to the PROJECT will be consistent with the most current Schedule of Hourly Rates at the date of service (Schedule of Hourly Rates subject to change as of March 1 annually).
 - c. To pay for the subletted services as stipulated in above Section A.III at the actual cost to the ENGINEER; "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.III are not included within the Design or Construction Engineering fees, and must be agreed upon in writing in advance of the work.

- d. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates as found attached to this agreement in Attachment "A". However, the most current Schedule of Hourly Rates shall be utilized at the date of service (Schedule of Hourly Rates subject to change as of March 1 annually).
- e. That payment to the ENGINEER for the services rendered shall be made in the following manner:
 - 1. During the performance of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date, less all previous payments made to the ENGINEER under this AGREEMENT.
 - 2. Payments by the VILLAGE shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

C. IT IS MUTUALLY AGREED:

- I. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- II. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- III. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this

AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.

- IV. Along with the General Conditions Attachment to Engineering Agreement attached hereto as Attachment "B", this AGREEMENT represents the entire and integrated agreement between the VILLAGE and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instruments signed by both parties hereto.

In witness whereof, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2021

VILLAGE OF MAYWOOD
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Nathaniel George Booker, Mayor

ATTEST:

By _____
Gwaine Dianne Williams, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2021

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
William Peterhansen, P.E., Vice President

(SEAL)

ATTACHMENT A

SCHEDULE OF HOURLY RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
ENGINEER – VI	\$146.00
ENGINEER – V	\$136.00
ENGINEER – IV	\$126.00
ENGINEER – III	\$121.00
ENGINEER – II	\$108.00
ENGINEER – I	\$96.00
ENGINEERING TECHNICIAN – V	\$125.00
ENGINEERING TECHNICIAN – IV	\$115.00
ENGINEERING TECHNICIAN – III	\$83.00
ENGINEERING TECHNICIAN – II	\$65.00
ENGINEERING TECHNICIAN – I	\$40.00
CAD MANAGER	\$121.00
CAD - II	\$100.00
CAD – I	\$85.00
ADMINISTRATIVE	\$65.00

Note: Schedule of Hourly Rates is subject to change annually as of March 1st.
The most current Schedule of Hourly Rates will be in effect at the date of service.

ATTACHMENT B

GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. **Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. **Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE, its officials, employees and volunteers, arising in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors;
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the Village. The ENGINEER shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.).

12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER

acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
20. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
21. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
22. This AGREEMENT may be terminated by the ENGINEER by resignation from the office of Village Engineer, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
23. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a

contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

24. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
VILLAGE OF MAYWOOD
40 Madison Street
Maywood, Illinois 60153
Attn: Ms. Chasity Wells-Armstrong, Village Manager
 - b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY,
9933 Roosevelt Road
Westchester, Illinois 60154-2780
Attn: Derek Treichel, P.E., President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
25. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
26. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
27. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
28. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
29. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
 - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:

- (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:

- (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. in compliance with the Code of Ordinances of the Village of Maywood, in that no Village of Maywood official, spouse or dependent child of a Village of Maywood official, agent on behalf of any Village of Maywood official or trust in which a Village of Maywood official, the spouse or dependent child of a Village of Maywood official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
 - j. in compliance with the Code of Ordinances of the Village of Maywood, in that no officer or employee of the Village of Maywood has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
 - k. The ENGINEER has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having

monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of the Village of Maywood.

- l. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.
- m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.
- o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

ATTACHMENT C

Design Engineering Fee

Preliminary Engineering	\$800.00
Topographic Survey	\$3,900.00
CADD Drafting	\$3,600.00
Utility Coordination	\$1,200.00
Plans	\$6,700.00
Specifications	\$3,700.00
MWRD Permitting	\$2,500.00
Bid Engineering	\$900.00
Project Administration	<u>\$1,400.00</u>

Total Design Engineering Fee	\$ 24,700.00
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Construction Engineering Fee

Pre-Construction Activities	\$1,900.00
Resident Notification	\$500.00
Layout (Line and Grade)	\$3,500.00
Construction Observation	\$14,800.00
Documentation	\$3,500.00
CDBG Project Close-Out	<u>\$6,600.00</u>

Total Construction Engineering Fee	\$ 30,800.00
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Estimated Sub-Consultant Fees

QA Materials Testing	\$ 3,000.00**
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**** These sub-consultant fees are not included in the upper limit of this Agreement.**

MEMO

Date: October 19, 2021

To: Village of Maywood

Attn: Chasity Wells-Armstrong, Village Manager

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

From: Bill Peterhansen, P.E., CFM

Re: 2021 PY Cook County CDBG Project
21ST Avenue CDBG Roadway Improvements Project
Engineering Agreement

Attached is our proposed engineering agreement to provide preliminary, design and construction engineering services related to the construction of the referenced improvements.

Background

In Spring of 2021, the Village of Maywood submitted an application requesting funds from the Cook County Community Development Block Grant program for improvements to 21st Avenue from Harrison Street to Van Buren Street in the amount of \$309,000. The Village was recently notified of an award of **\$309,000** from Cook County to perform the project.

Summary of Project Scope

The project to be constructed consists of the complete reconstruction and sewer improvements along 21st Avenue from Harrison Street to Van Buren Street.

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

Summary of Engineering Fees

The Preliminary & Design Engineering Fee for this project is \$24,700, which represents the time to collect and draft existing topographical survey information of the site; design new curb and gutter grades, sidewalk grades, pavement grades, and underground utility improvements; prepare detailed proposed plans of the improvements; prepare specifications and bid documents in accordance with respective policies and procedures of the Village of Maywood, HUD, Cook County's Community Development Block Grant program, the submittal and obtaining of permits to the Metropolitan Sanitary District of Greater Chicago regarding sewer improvements in a combined sewer area; assisting the Village staff in reviewing received proposals and making a recommendation of award to the Village Board; and the preparation of contract documents upon award by the Village Board.

The Construction Engineering Services is proposed to be completed as an hourly rate, which includes an upper limit not to exceed of \$30,800. The Construction Engineering Services include attending a preconstruction conference; administration of the construction and grant documentation per Cook County requirements; layout of the improvements; construction inspection of proposed improvements noting compliance and deficiencies in work; documentation of quantities completed; preparation of pay estimates; review of contractor's submittal of invoices and waivers; completion of contractor employee interviews and review of certified payrolls in accordance with Davis Bacon procedures; the preparation and submittal of vouchers for CDBG grant fund disbursements from Cook County to the Village; final closeout documentation for Cook County funds expended on the project; and a final walk through with Village staff and creation of a punch list (if necessary) of items requiring further attention; and the making of a recommendation of final acceptance of the project upon conclusion.

Project Funding

Per the grant subrecipient agreement, the Village will fund the project utilizing a \$309,000 Cook County CDBG grant, and General Funds to pay for the remaining balance.

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

Project Schedule

We offer the following project schedule:

Approval of Engineering Agreement	November 16, 2021
Completion of Design and Permit Approval	February 21, 2022

Advertisement of Project	March 1, 2022
Opening of Proposals	March 15, 2022
Award of Contract	April 19, 2022
Begin Construction	May 10, 2022
Construction Completion	July 30, 2022

We are available at your convenience to answer any questions regarding this project and our proposal.

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: October 27, 2021
RE: Adoption Schedule for 2021 Tax Levy

In anticipation of the discussion of and action on the above-referenced matter at upcoming 2021 Trustee Committee meetings, 2021 Committee of the Whole meetings, a December 7, 2021 Public Hearing for the 2021 Tax Levy, and 2021 Village Board meetings, I have prepared the following draft documents:

- A. NOTICE OF PROPOSED REAL ESTATE TAX LEVY PUBLIC HEARING FOR THE VILLAGE OF MAYWOOD FOR YEAR 2021.
- B. AGENDA FOR TRUTH IN TAXATION PUBLIC HEARING ON THE PROPOSED 2021 REAL ESTATE TAX LEVY.
- C. RESOLUTION DETERMINING THE ESTIMATED VILLAGE OF MAYWOOD REAL ESTATE TAX LEVY FOR YEAR 2021.
- D. ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2021 TAX LEVY, with Certification of Compliance with Truth in Taxation Law.
- E. TENTATIVE VILLAGE OF MAYWOOD FISCAL ADOPTION SCHEDULE FOR 2021 REAL ESTATE TAX LEVY AND 2022/2023 OPERATING BUDGET dated September 1, 2021.

The Tentative Fiscal Adoption Schedule provides guidance on timing of events in working through the tax levy process. Within the Schedule, I have highlighted various deadline dates for Village Board action, and certain notice and publication dates that need to be met in order to comply with State law regarding the tax levy approval process. The 2021 tax levy public hearing should be conducted at the **Committee of the Whole meeting on Tuesday, December 7, 2021 or at a special Village Board meeting held in early December 2021**. For purposes of these drafts, I have anticipated the **public hearing date as Tuesday, December 7, 2021** and the **approval date of the tax levy ordinance at the Village Board meeting scheduled for Tuesday, December 14, 2021**. As you know, the Village Board needs to take the following actions:

- 1. **Adopt "Resolution Determining the Estimated Village of Maywood Real Estate Tax Levy for Year 2021"** in November 2021 (**Board of Trustees Meeting Date: Tuesday, November 16, 2021**).
- 2. **Publish "Notice of Proposed Real Estate Tax Levy Public Hearing for the Village of Maywood for Year 2021"** (not more than 14 nor less than 7 days prior to the proposed

Tuesday, December 7, 2021 Public Hearing; **target publication date in the *Chicago SunTimes* or the *Chicago Tribune*: one time between Wednesday, November 24, 2021 and Tuesday, November 30, 2021 (Village Clerk's Office handles the publication).**

3. **Conduct a Public Hearing on the 2021 Tax Levy on Tuesday, December 7, 2021 (7:00 p.m.).**
4. **Adopt the 2021 Tax Levy Ordinance, on Tuesday, December 14, 2021.**
5. **File a certified copy of the 2021 Tax Levy Ordinance with the Cook County Clerk on or before the last Tuesday of December 2021 (December 28, 2021). THIS SHOULD BE FILED NO LATER THAN THURSDAY, DECEMBER 23, 2021 DUE TO THE HOLIDAYS.**

In the past, the publication of the Tax Levy Public Hearing Notice has been handled by Village of Maywood ("Village") staff and publication can be in a local newspaper of general distribution. Per the direction of the Village Board in October 2021 regarding publication of all legal notices, the **Notice should be published in the *Chicago SunTimes* or the *Chicago Tribune*. After the Notice is published, please provide me with a copy of the publisher's certificate.**

As the process moves forward and the tax levy amounts and any other missing information is provided to me, I will finalize the enclosed "draft" documents and return final versions to you so that they can be voted on at the appropriate Village Board meetings.

As a reminder, **and due to changes in the Firefighter and Police Pension Fund laws, and the Settlement Order of the now-settled lawsuit filed by the Maywood Firefighter Pension Fund**, I have cited Sections from the Firefighter/Police Pension Fund Settlement Agreement that place certain restrictions on the Corporate Authorities' approval of the Annual Real Estate Tax Levy as follows:

Settlement Agreements - Firefighters and Police Pension Fund Litigation

"6. The VILLAGE agrees that it will provide the PENSION FUND with a Certified Copy of the VILLAGE'S Annual Tax Levy Ordinance each year when such Ordinance is filed with the Cook County Clerk's Office.

7. Commencing with the fiscal year 2004/2005, and continuing thereafter, the VILLAGE shall annually levy a tax upon all taxable property within the VILLAGE in accordance with **and required by** Section 4-118 of the Illinois Pension Code (40 ILCS 5/4-118). The amount of taxes to be levied for each fiscal year shall be determined by an enrolled actuary chosen jointly by the VILLAGE and the PENSION FUND. **The VILLAGE shall be responsible for the cost of such agreed upon actuary. Neither party shall unreasonably withhold their approval of the selection of such enrolled actuary.**

* * *

13. It is expressly understood that the Circuit Court of Cook County, Chancery Division, shall retain jurisdiction over this action for the purposes of enforcing the terms of this Agreement."

The Village is required to make annual funding contributions to the Police Pension Fund and the Fire Pension Fund in accordance with the Illinois Pension Code and the Pension Fund Settlement Agreements. 40 ILCS 5/3-125(a) (Police Pension Fund); 40 ILCS 5/4-118(a) (Fire Pension Fund).

Prior to January 1, 2012, the Village was required to make annual contributions in a manner that would fully fund both pensions by the year 2033. 40 ILCS 5/3-125 (prior to Public Act 96-1495) (Police Pension Fund); 40 ILCS 5/4-118 (prior to Public Act 96-1495) (Fire Pension Fund). The amount of the required contributions was set by an annual report generated by an actuary.

State law relative to pension contributions changed in 2012, when the Illinois Governor signed Public Act 96-1495 into law. This Public Act changed the formula used to calculate the Village's pension fund contributions. Under Public Act 96-1495, **effective January 1, 2012, the Village is required to make annual contributions that would increase the funding levels to a "90% fully funded" threshold by the year 2040 pursuant to annual actuarial reports generated using the actuarial method of "project unit credit," and using the value of the funds' assets as of March 30, 2012.** 40 ILCS 5/3-125 (Police Pension Fund); 40 ILCS 5/4-118 (Fire Pension Fund).

The Public Act also requires that municipalities meet funding obligations in the future by implementing:

1. State-shared revenue diversions to pension funds beginning in 2016 equaling the difference between the Village's contribution and the required actuarial contribution. Three year phase-in with up to one-third of State-shared revenue diverted in 2016, up to two-thirds in 2017, and up to the full contribution difference beginning in 2018.
2. Expanded investment authority including corporate bonds for all funds and greater equity investments for funds with assets of at least \$10 million.
3. A five-year smoothing of actuarial gains and losses.

Moreover, the Public Act changes the following benefits for new hires, those brought in after January 1, 2012:

1. Normal retirement age of 55.
2. Early retirement at age 50 with a 6% reduction for each year prior to age 55.
3. Pensionable salary cap of \$106,800 indexed to 1/2% of the CPI-U.
4. Final average salary calculated using the last 8 of 10 years.
5. Survivor benefit of 66 2/3%.
6. Cost-of-living adjustments beginning at age 60 for retirees and survivors.

In 2011, the Pension Funds reinstituted litigation relative to the alleged failure by the Village to levy appropriate amounts in violation of the Settlement Agreements. This litigation was settled in 2017 because the Village has complied in successive years with its pension contributions. Failure to levy the appropriate amount will result in an adverse action against the Village.

Automatic Wage Increases – Impact on Annual Tax Levy and Annual Budget

Automatic annual wage increases payable to over 90% of the Village employees are required under the collective bargaining agreements. These wage increases impact each Annual Budget and Village operations, and need to be considered in determining the Annual Tax Levy.

In past years, my office has filed the above-referenced Ordinances with Cook County and then provided the Village Clerk with stamped copies for the Village's file.

Please confirm if you want us to handle the filing of these documents this year.

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.)
Steve Kuptz, Treasurer (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

**NOTICE OF
PROPOSED REAL ESTATE TAX LEVY PUBLIC HEARING
FOR THE VILLAGE OF MAYWOOD FOR YEAR 2021**

- I. A public hearing to approve a proposed real estate tax levy increase for the Village of Maywood for Tax Levy 2021 will be held on Tuesday, December 7, 2021 at 7:00 p.m. in the Village Council Room located at 125 South 5th Avenue, Maywood, Illinois 60153.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact the Village Clerk at 40 East Madison Street, Maywood, Illinois 60153, phone number 708-450-6360.

- II. The corporate and special purpose real estate taxes extended or abated for 2020 were \$21,801,714.00.

The proposed corporate and special purpose real estate taxes to be levied for 2021 are \$24,552,714.00. This represents an 11.20% increase over the previous year.

- III. The real estate taxes extended for debt service and public building commission leases for 2020 were \$2,751,000.00.

The estimated real estate taxes to be levied for debt service and public building commission leases for 2021 are \$0.00. This represents a 100.00% decrease over the previous year.

- IV. The total real estate taxes extended or abated for 2020 were \$24,552,714.00.

- V. The estimated total real estate taxes to be levied for 2021 are \$24,552,714.00. This represents a 0.00% decrease / 0.00% increase over the previous year.

All hearings shall be open to the public. The corporate authorities of the Village of Maywood shall explain the reasons for the proposed increase and shall permit persons desiring to be heard an opportunity to present testimony at the Tuesday, December 7, 2021 public hearing, within reasonable time limits as the corporate authority determines.

VILLAGE OF MAYWOOD
Gwaine Dianne Williams
Village Clerk

**VILLAGE OF MAYWOOD
BOARD OF TRUSTEES
VILLAGE COUNCIL ROOM
125 SOUTH 5TH AVENUE
MAYWOOD, ILLINOIS 60153
TUESDAY, DECEMBER 7, 2021 AT 7:00 P.M.**

**AGENDA FOR TRUTH IN TAXATION PUBLIC HEARING
ON THE PROPOSED 2021 REAL ESTATE TAX LEVY**

1. CALL TO ORDER.
2. ROLL CALL.
3. ACKNOWLEDGEMENT OF THE PUBLICATION OF THE PUBLIC HEARING NOTICE IN A LOCAL NEWSPAPER.
4. PRESENTATION ON THE 2021 REAL ESTATE TAX LEVY BY THE VILLAGE MANAGER AND THE FINANCE DIRECTOR.
 - A. DISCUSSION OF AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2021 TAX LEVY.
5. QUESTIONS AND COMMENTS BY BOARD MEMBERS.
6. QUESTIONS BY THE PUBLIC AND PUBLIC COMMENT.
7. FINAL QUESTIONS AND COMMENTS BY BOARD MEMBERS.
8. MOTION TO PLACE "AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2021 TAX LEVY" ON THE DECEMBER 14, 2021 VILLAGE BOARD MEETING AGENDA FOR FINAL ACTION AND APPROVAL.
9. MOTION TO CLOSE THE PUBLIC HEARING.

RETURN TO THE AGENDA FOR THE DECEMBER 7, 2021 COMMITTEE OF THE WHOLE OF THE BOARD OF TRUSTEES / SPECIAL VILLAGE BOARD MEETING.

Masks or face coverings are required for all people who physically attend this Public Hearing. Physical Attendance At This Public Hearing Is Subject To Social Distancing Guidelines The Public Is Encouraged To Stay At Home And Watch, Listen To And Participate In The Public Hearing Via Electronic Means Public Comments And Any Responses Will Be Read Into The Public Hearing Record. Please Submit Public Comments Via Email In Advance Of The Public Hearing To: Cthompkins@Maywood-Il.Org Or Tpavlik@Maywood-Il.Org And/Or Faxing To (708) 681-8818. Options To Watch And Listen To The Public Hearing: Live Stream At Village Website Home Page: Go To Wwww.Maywood-Il.Org And Click "Video On Demand".

The above Public Meeting restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and the Illinois Governor's Disaster Proclamations (Restore Illinois Plan), and Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan and the mask mandate for individuals within indoor public places.

**A RESOLUTION DETERMINING THE ESTIMATED
VILLAGE OF MAYWOOD REAL ESTATE TAX LEVY FOR YEAR 2021**

WHEREAS, pursuant to Section 18-60 of The Truth In Taxation Law (35 ILCS 200/18-60), the Corporate Authorities of the Village of Maywood shall, not less than twenty (20) days prior to approving the 2021 Real Estate Tax Levy Ordinance, "determine the amounts of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, hereafter referred to as 'election costs', estimated to be necessary to be raised by taxation for that year upon the taxable property in its taxing district"; and

WHEREAS, Sections 18-70 and 18-75 of The Truth In Taxation Law (35 ILCS 200/18-70 and 18-75) require the corporate authorities of the each taxing district to give public notice of and hold a public hearing on its intent to adopt an aggregate tax levy, if the estimated tax levy will exceed 105% of last year's final aggregate levy, including any amount abated before extension. For transparency purposes, the corporate authorities of any taxing district may hold such public hearing on its intent to adopt an aggregate tax levy even if the estimated tax levy will not exceed 105% of last year's final aggregate levy.

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

SECTION 1: The Corporate Authorities of the Village of Maywood have determined the amounts of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election code (i.e., "election costs") [see 10 ILCS 5/1-1 *et seq.*], estimated to be necessary to be raised by taxation for the 2021 year upon the taxable property in its taxing district to be as follows: **\$24,552,714.00.** *2020 Dollar Amount

Pursuant to Illinois statute, the above estimate can be amended by the Corporate Authorities of the Village of Maywood prior to the final approval of the real estate tax levy ordinance, which is anticipated to occur at the Regular Village Board Meeting to be held on **Tuesday, December 14, 2021.**

SECTION 2: Pursuant to Section 18-70 of The Truth In Taxation Law (35 ILCS 200/18-70), the corporate authorities of the Village of Maywood will conduct a public hearing on this proposed levy or any amendment thereto at **7:00 p.m. on Tuesday, December 7, 2021** in the Village Council Room located at 125 South 5th Avenue, Maywood, Illinois. The required notices for this public hearing shall be posted and published in accordance with applicable State laws, including the Open Meetings Act and The Truth In Taxation Law.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this **16th day of November, 2021**, at an open public meeting by an affirmative vote of a majority of the Corporate Authorities of the Village of Maywood taken pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

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

Nathaniel George Booker, Village President

ATTEST:

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 Resolution now on file in my Office, entitled:

RESOLUTION NO. R-20201- _____

**A RESOLUTION DETERMINING THE ESTIMATED
VILLAGE OF MAYWOOD REAL ESTATE TAX LEVY FOR YEAR 2021**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 16th day of November, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of November, 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 November, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]

ORDINANCE NO. CO-2021-__

AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR
THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2021 TAX LEVY

WHEREAS, the Corporate Authorities of the Village of Maywood, Cook County, Illinois, have budgeted such sums of money as are deemed necessary to defray all necessary expenses and liabilities of the municipality including the amounts to be deposited in the reserves provided for in the Illinois Pension Code, as now and hereafter amended, for the 2021 tax levy year; and

WHEREAS, the Corporate Authorities of the Village of Maywood, a home rule municipality, may levy taxes upon all real property subject to taxation within the municipality, as that real property is assessed and equalized for State and County purposes for the current year; and

WHEREAS, it is deemed necessary to levy such taxes to defray a portion of the municipality's expenses, as set forth below in this Ordinance; and

WHEREAS, the Village of Maywood, Cook County, Illinois, if required to by law, has held a Public Hearing regarding this Tax Levy in accordance with applicable State laws, including the Truth in Taxation Law (35 ILCS 200/18-55 *et seq.*), as amended and the Open Meetings Act (40 ILCS 5/120 *et seq.*), as amended.

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

SECTION 1: The Whereas paragraphs above are incorporated herein by reference and made a part of Section 1 of this Ordinance.

SECTION 2: The Corporate Authorities of the Village of Maywood have ascertained the total amount of appropriations legally budgeted for and any amount deemed necessary to defray additional expenses and liabilities for all Corporate Purposes, which shall be provided for by a levy of taxes for the 2021 tax levy, upon all the real and taxable property of every name, nature and description within the corporate boundaries of the Village and now direct that the Cook County Clerk levy a tax for the 2021 tax levy year, upon all such real and taxable property subject to taxation within the Village as that property is assessed and equalized for State and County purposes for said tax levy year, for the purposes and the Funds set forth below:

<u>Fund Name</u>	<u>Tax Levy – 2021</u>
Corporate Fund	\$ 16,205,661.00
Recreation Fund	\$ 150,000.00*
Police Pension Fund	\$ 4,683,510.00*
Fire Pension Fund	\$ 3,513,543.00*
TOTAL	<u>\$24,552,714.00* 2020 Tax Levy Amount</u>

There will not be any separate tax levies related to the Village of Maywood extended by the Cook County Clerk to pay outstanding Bonds and Interest as all such bond debt obligations of the Village have been paid in full.

SECTION 3: There is levied a direct tax in the amount of **Twenty Four Million Five Hundred Fifty Two Thousand Seven Hundred Fourteen and No/100 Dollars (\$24,552,714.00)** for the 2021 tax levy year, upon all real property subject to taxation within the Village of Maywood as that real property is assessed and equalized for State and County purposes for said tax levy year, for the purposes and the Funds set forth above in Section 2 of this Ordinance as is now provided by law.

SECTION 4: The Village Clerk is authorized and directed to certify this Ordinance and levy herein made to the County Clerk of Cook County, Illinois, and said County Clerk is authorized and directed that taxes are to be collected in the manner and form provided by State law, and this Ordinance shall be his/her sufficient authority to do so. In addition, the Village Attorney of the Village of Maywood is authorized and directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, as provided by State law.

SECTION 5: A Certificate of the Village President confirming full compliance with the Truth in Taxation Law (35 ILCS 200/18-55 *et seq.*), as amended, is attached hereto and made a part of this Ordinance.

SECTION 6: This Tax Levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code, as amended; provided, however, any tax rate limitation or any other substantive limitations as to tax levies in the Illinois Municipal Code, Revenue Act or other statute in conflict with this Ordinance shall not be applicable to this Ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois. If any provision or portion of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining provisions or portions of this Ordinance.

SECTION 7: This Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval.

PASSED by the President and the Board of Trustees of the Village of Maywood, Cook County, Illinois, this 14th day of December, 2021, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this 14th day of December, 2021.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Published in pamphlet form by me on December __, 2021.

Gwaine Dianne Williams, Village Clerk

**CERTIFICATION OF COMPLIANCE WITH
THE TRUTH IN TAXATION LAW**

I, Nathaniel George Booker, the duly qualified and Presiding Officer of the Village of Maywood, Cook County, Illinois, certify that the 2021 Tax Levy of said Village attached hereto was adopted in full compliance with the provisions of the Truth In Taxation Law, 35 ILCS 200/18-55 *et seq.*, as amended.

IN WITNESS WHEREOF, I have placed my official signature this 14th day of December, 2021.

Nathaniel George Booker, Village President and
Presiding Officer of the Village of Maywood

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. _____

**AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR
THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2021 TAX LEVY**

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 14th day of December, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 14th day of December, 2021.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 14th day of December, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting County Clerk of the County of Cook, Illinois, and as such official I do further certify that on the ____ day of December, 2021, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE NO. CO-2021-__

**AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR
THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2021 TAX LEVY**

said Ordinance was duly adopted by the Board of Trustees of the Village of Maywood, Cook County, Illinois, on the __ day of December, 2021, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of December, 2021.

County Clerk

(SEAL)



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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 IMRF, 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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MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: October 27, 2021
RE: Maywood Village Code Amendments Regarding Creation of Department of Homeland Security and Emergency Management

Per the request of Police Chief Elijah Willis and the direction from the October 5, 2021 Committee of the Whole Meeting, I have enclosed the following document for further review, consideration and action at the November 3, 2021 Committee of the Whole Meeting:

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 30 (VILLAGE ADMINISTRATION) AND CHAPTER 37 (CIVIL EMERGENCIES) OF TITLE 3 (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE TO CREATE THE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT IN PLACE OF THE VILLAGE EMERGENCY SERVICES AND DISASTER AGENCY

The Village currently has an Emergency Services and Disaster Agency, as set forth in Section 37.05 of the Village Code. The Village desires to replace its Emergency Services and Disaster Agency with an Emergency Management and Department of Homeland Security to enhance its ability to provide comprehensive and effective emergency response for its residents. The enclosed Code Amendment Ordinance creates the Village Department of Homeland Security and Emergency Management. The new Department of Homeland Security and Emergency Management will work cooperatively with the police and fire services to protect the community and provide volunteers with training in all areas of hazards, threats and incident training to allow an improved response in emergency circumstances.

If there are any questions, please feel free to contact me.

Mike

Enclosure

cc: Gwaine Dianne Williams, Village Clerk (w/ encl.)
Chasity Wells-Armstrong, Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
Elijah Willis, Police Chief (w/ encl.)
Craig Bronaugh, Fire Chief (w/ encl.)
Roseann M. Bautista, Director of Human Resources (w/ encl.)
Michael A. Marrs, Village Attorney (w/ encl.)

#499207v1

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF
CHAPTER 30 (VILLAGE ADMINISTRATION) AND CHAPTER 37 (CIVIL EMERGENCIES)
OF TITLE 3 (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE
TO CREATE THE DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT IN PLACE OF
THE VILLAGE EMERGENCY SERVICES AND DISASTER AGENCY**

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

WHEREAS, Section 37.05 (Emergency Services and Disaster Agency) of the Maywood Village Code ("Village Code") establishes and governs the Village's Emergency Services and Disaster Agency ("ESDA") under the enabling authority of the Illinois Emergency Management Act (20 ILCS 3305); and

WHEREAS, the Village desires to amend Section 37.05 of the Village Code to replace the Village's ESDA with an Emergency Management and Department of Homeland Security to enhance its ability to provide comprehensive and effective emergency response for its residents, as set forth below in this Ordinance (the "Code Amendments"); and

WHEREAS, the new Department of Homeland Security and Emergency Management will work cooperatively with the Police Department and the Fire Department to protect the community and provide volunteers with training in all areas of hazards, threats and incident training to allow an improved response in emergency circumstances; 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 Emergency Management Act (20 ILCS 3305), the Village President and Board of Trustees find that adopting the Code Amendments set forth below is in the best interests of the Village, the Village residents, business owners, property owners and the public.

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

SECTION 1: The findings set forth above are incorporated by reference into this Section 1 as if fully recited herein.

SECTION 2: The current text of Section 37.05 (Emergency Services and Disaster Agency) of the Maywood Village Code is amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

"37.05 ~~EMERGENCY SERVICES AND DISASTER AGENCY~~ DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT.

(A) Establishment. Under this section, the Village establishes the ~~Emergency Services and Disaster Agency (ESDA)~~Department of Homeland Security and Emergency

Management (DHSEM) 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.*), as may be amended from time to time. The Village of Maywood may exercise any and all powers, rights and duties available to it under the Act for emergency management duties and under non-specific standard operating procedures for Homeland Security: even if not specifically enumerated in this chapter.

(B) Composition. The ESDADHSEM 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 ESDADHSEM serve on a voluntary basis. The Chief of Police and Chief of the Fire Department shall be permanent members of the ESDADHSEM.

(C) Coordinator. The Coordinator of the ESDADHSEM 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 ESDADHSEM, subject to the direction and control of the Village President as provided by statute. The Coordinator shall assist in the coordination of all the village's department resources (Police, Fire, Public Works, Animal Care Control, Public Health, Water Management) when an emergency or disaster occurs.

(D) Oath. Every person appointed to serve in any capacity in the ESDADHSEM 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 ESDADHSEM as its office.

(F) Functions and duties. The ESDADHSEM shall perform all ESDADHSEM 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 ESDADHSEM 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 ~~ESDADHSEM~~ and to authorize the furnishing of aid and assistance thereunder.

(J) Mutual aid agreements. The Coordinator of the ~~ESDADHSEM~~ 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 ~~ESDADHSEM~~ 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 DHSEM~~ 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)). Nothing contained in this section shall be construed to limit the Village President's authority to apply for, administer and expend grants, gifts or payments in aid of disaster mitigation, preparedness, response and recovery."

SECTION 3: Subsection 30.12(D)(1)(b)(9)(Standing Committees; Standing Committees Established; Committee of the Whole of the Board of Trustees) of the Maywood Village Code is amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

“9. Review and advise the Board of Trustees on the operations and policies of the ~~Emergency Services and Disaster Agency~~Department of Homeland Security and Emergency Management of the Village.”

SECTION 4: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. 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 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: To the extent necessary, all table of contents, indexes, headings and internal references or cross-references to sections contained in the Maywood Code of Ordinances that have been deleted or amended by the Code Amendments set forth above shall be amended by the Village’s codifier so as to be consistent with the Code Amendments of this Ordinance.

SECTION 7: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as required by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 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

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

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF
CHAPTER 30 (VILLAGE ADMINISTRATION) AND CHAPTER 37 (CIVIL EMERGENCIES)
OF TITLE 3 (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE
TO CREATE THE DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT IN PLACE OF
THE VILLAGE EMERGENCY SERVICES AND DISASTER AGENCY**

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Gwaine Dianne Williams, Village Clerk

[SEAL]



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www.ktjlaw.com

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: October 27, 2021
RE: Maywood Village Code Amendments Regarding Creation of Department of Homeland Security and Emergency Management

Per the request of Police Chief Elijah Willis and the direction from the October 5, 2021 Committee of the Whole Meeting, I have enclosed the following document for further review, consideration and action at the November 3, 2021 Committee of the Whole Meeting:

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 30 (VILLAGE ADMINISTRATION) AND CHAPTER 37 (CIVIL EMERGENCIES) OF TITLE 3 (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE TO CREATE THE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT IN PLACE OF THE VILLAGE EMERGENCY SERVICES AND DISASTER AGENCY

The Village currently has an Emergency Services and Disaster Agency, as set forth in Section 37.05 of the Village Code. The Village desires to replace its Emergency Services and Disaster Agency with an Emergency Management and Department of Homeland Security to enhance its ability to provide comprehensive and effective emergency response for its residents. The enclosed Code Amendment Ordinance creates the Village Department of Homeland Security and Emergency Management. The new Department of Homeland Security and Emergency Management will work cooperatively with the police and fire services to protect the community and provide volunteers with training in all areas of hazards, threats and incident training to allow an improved response in emergency circumstances.

If there are any questions, please feel free to contact me.

Mike

Enclosure

cc: Gwaine Dianne Williams, Village Clerk (w/ encl.)
Chasity Wells-Armstrong, Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
Elijah Willis, Police Chief (w/ encl.)
Craig Bronaugh, Fire Chief (w/ encl.)
Roseann M. Bautista, Director of Human Resources (w/ encl.)
Michael A. Marrs, Village Attorney (w/ encl.)

#499207v1

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF
CHAPTER 30 (VILLAGE ADMINISTRATION) AND CHAPTER 37 (CIVIL EMERGENCIES)
OF TITLE 3 (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE
TO CREATE THE DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT IN PLACE OF
THE VILLAGE EMERGENCY SERVICES AND DISASTER AGENCY**

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

WHEREAS, Section 37.05 (Emergency Services and Disaster Agency) of the Maywood Village Code ("Village Code") establishes and governs the Village's Emergency Services and Disaster Agency ("ESDA") under the enabling authority of the Illinois Emergency Management Act (20 ILCS 3305); and

WHEREAS, the Village desires to amend Section 37.05 of the Village Code to replace the Village's ESDA with an Emergency Management and Department of Homeland Security to enhance its ability to provide comprehensive and effective emergency response for its residents, as set forth below in this Ordinance (the "Code Amendments"); and

WHEREAS, the new Department of Homeland Security and Emergency Management will work cooperatively with the Police Department and the Fire Department to protect the community and provide volunteers with training in all areas of hazards, threats and incident training to allow an improved response in emergency circumstances; 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 Emergency Management Act (20 ILCS 3305), the Village President and Board of Trustees find that adopting the Code Amendments set forth below is in the best interests of the Village, the Village residents, business owners, property owners and the public.

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

SECTION 1: The findings set forth above are incorporated by reference into this Section 1 as if fully recited herein.

SECTION 2: The current text of Section 37.05 (Emergency Services and Disaster Agency) of the Maywood Village Code is amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

"37.05 ~~EMERGENCY SERVICES AND DISASTER AGENCY~~ DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT.

(A) Establishment. Under this section, the Village establishes the ~~Emergency Services and Disaster Agency (ESDA)~~Department of Homeland Security and Emergency

Management (DHSEM) 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.*), as may be amended from time to time. The Village of Maywood may exercise any and all powers, rights and duties available to it under the Act for emergency management duties and under non-specific standard operating procedures for Homeland Security: even if not specifically enumerated in this chapter.

(B) Composition. The ESDADHSEM 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 ESDADHSEM serve on a voluntary basis. The Chief of Police and Chief of the Fire Department shall be permanent members of the ESDADHSEM.

(C) Coordinator. The Coordinator of the ESDADHSEM 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 ESDADHSEM, subject to the direction and control of the Village President as provided by statute. The Coordinator shall assist in the coordination of all the village's department resources (Police, Fire, Public Works, Animal Care Control, Public Health, Water Management) when an emergency or disaster occurs.

(D) Oath. Every person appointed to serve in any capacity in the ESDADHSEM 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 ESDADHSEM as its office.

(F) Functions and duties. The ESDADHSEM shall perform all ESDADHSEM 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 ESDADHSEM 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 ESDADHSEM and to authorize the furnishing of aid and assistance thereunder.

(J) Mutual aid agreements. The Coordinator of the ESDADHSEM 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 ESDADHSEM 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 DHSEM 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)). Nothing contained in this section shall be construed to limit the Village President's authority to apply for, administer and expend grants, gifts or payments in aid of disaster mitigation, preparedness, response and recovery."

SECTION 3: Subsection 30.12(D)(1)(b)(9)(Standing Committees; Standing Committees Established; Committee of the Whole of the Board of Trustees) of the Maywood Village Code is amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

“9. Review and advise the Board of Trustees on the operations and policies of the ~~Emergency Services and Disaster Agency~~Department of Homeland Security and Emergency Management of the Village.”

SECTION 4: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. 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 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: To the extent necessary, all table of contents, indexes, headings and internal references or cross-references to sections contained in the Maywood Code of Ordinances that have been deleted or amended by the Code Amendments set forth above shall be amended by the Village’s codifier so as to be consistent with the Code Amendments of this Ordinance.

SECTION 7: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as required by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 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

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

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF
CHAPTER 30 (VILLAGE ADMINISTRATION) AND CHAPTER 37 (CIVIL EMERGENCIES)
OF TITLE 3 (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE
TO CREATE THE DEPARTMENT OF HOMELAND SECURITY
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THE VILLAGE EMERGENCY SERVICES AND DISASTER AGENCY**

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Gwaine Dianne Williams, Village Clerk

[SEAL]