



**SPECIAL VILLAGE WORKSHOP MEETING
OF THE BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
SATURDAY, JUNE 26, 2021
AT 11:00 AM
LIGHTFORD RECREATION CENTER
809 MADISON ST.
MAYWOOD, ILLINOIS 60153**

AGENDA

1. CALL WORKSHOP TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE TO THE FLAG
5. VILLAGE PRESIDENT PRESENTATION ITEMS:

Time: 11am

- * Village Pride, Village Wide
- * MyCivic
- * Community Calendar
- * Mayor's Transportation
- * Board meeting calendar to include Meeting as a Whole

Time: 12pm

- * Community Collaboratives
 - Youth Education & Engagement
 - Workforce Development & Health
 - Faith Leaders
 - Business Community
- * Updates to Boards, Committees & Commissions

6. VILLAGE MANAGER PRESENTATION ITEMS:

Time: 1pm

- * Chief Val Talley
 - Discussion and consideration regarding MPD Proposal No. 10 pursuant to updating the Emergency Services and Disaster Agency (ESDA) Ordinance and replace it with an Ordinance for an establishment of a Department of Homeland Security and Emergency Management.

 - Discussion and consideration regarding MPD Proposal No. 11 pursuant to their presentation to the community on June 11, 2021 updating reimagining of public safety.

Time: 2pm

- * Community Development

Time: 3pm

- * Mission & Vision
- * Comprehensive Planning

4

- * TIF's
- * Commercial Corridors

Time: 4pm

- * Finance Report

Time: 5pm

- * Office of the Fire Chief

Discussion and consideration regarding Home Improvements USA Invoice for the cost of roofing materials to be used in the construction/installation of a new metal roof over the apparatus bay floor of Fire Station No. 1.

7. VILLAGE ATTORNEY REPORT AGENDA ITEMS:

- A. Feasibility of Forming New TIF Districts with KTJ Memo dated May 26, 2021, KTJ PowerPoint entitled "TIF TIPS: Getting The Most Out of Your TIF District", and Three (3) Related Village Boundary Maps prepared by the Village Engineer. 149
- B. Property and Building Management Agreement with Maywood Park District for 200 South 5th Avenue Building and 1100 South 11th Avenue Building with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated June 17, 2021.
Note: This item will be discussed in Closed Session with attachments.
- C. Proposed Food Truck Operation at Village Owned Lot at First Avenue and Ohio Street and Food Truck License Agreement and Related Code Amendments with a cover memo from Klein, Thorpe and Jenkins, Ltd. dated June 16, 2021. 201
- D. Discussion and consideration regarding the Village of Maywood - Park District Operation Memo and Agreements with a memo dated June 21, 2021 from Klein, Thorpe & Jenkins, Ltd. 229

E. Collective negotiating matters between the Village and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees (5 ILCS120/2(c)(2)).

8. PUBLIC COMMENTS

9. CLOSED SESSION (Legal & Personnel):

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

cc: Mayor Nathaniel George Booker
Trustees: Isiah Brandon
Miguel Jones
Melvin L. Lightford, Sr.
Aaron Peppers
Antonio Sanchez
Shabaun Reyes-Plummer

Village Clerk
Village Manager

Gwaine D. Williams
Chasity Wells-Armstrong

During this Special Village Board Workshop, the Village Board will meet as the Legal, License and Ordinance Committee.



Village of MAYWOOD


POLICE DEPARTMENT



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

June 17, 2021

To: Mrs. Chasity Wells-Armstrong
Maywood Village Manager

From: Valdimir Talley, Jr. 
Maywood Chief of Police

Ma'am:

The attached proposal is being forwarded to your attention for consideration and for submission to the Village Board Workshop Meeting which is scheduled to begin 10:00 am on June 26, 2021.

MPD Proposal #10

Village staffing of the Emergency Services and Disaster Agency (ESDA) has been vacant since 2014. Following the death of a citizen in Minneapolis, Minnesota, law enforcement agencies throughout the globe had to manage series of threats to their communities. While our Village remained safe during these events, if the Village President or President Pro Tem called for a local disaster declaration, our Village would be absent ESDA coordination. Staff holds concerns and humbly submits a proposal to update the Emergency Services and Disaster Agency ordinance and replace it with an ordinance for an establishment of a Department of Homeland Security and Emergency Management.

MPD would like to recommend the Board approve this measure as an immediate undertaking. A presentation has been prepared and should not take more than ten minutes. I would be available to respond to Board questions. Thank you for your support.

Attachments

cc: File Chapter 37



Maywood, Illinois
Police Department

Chief Valdimir Talley, Jr.

[MPD Department OF HOMELAND SECURITY ANALYSIS]

An analysis and staff recommendation for modifying Village Ordinances and establishing a Village Department of Homeland Security and Emergency Management.

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

HISTORY AND STATEMENT

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

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

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

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

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

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

GOAL

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

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

ACTION REQUIRED

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

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

STAFF RECOMMENDATION

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

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

LOCATION

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

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

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

PROPOSED FISCAL YEAR 2022 (FY22) BUDGET

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

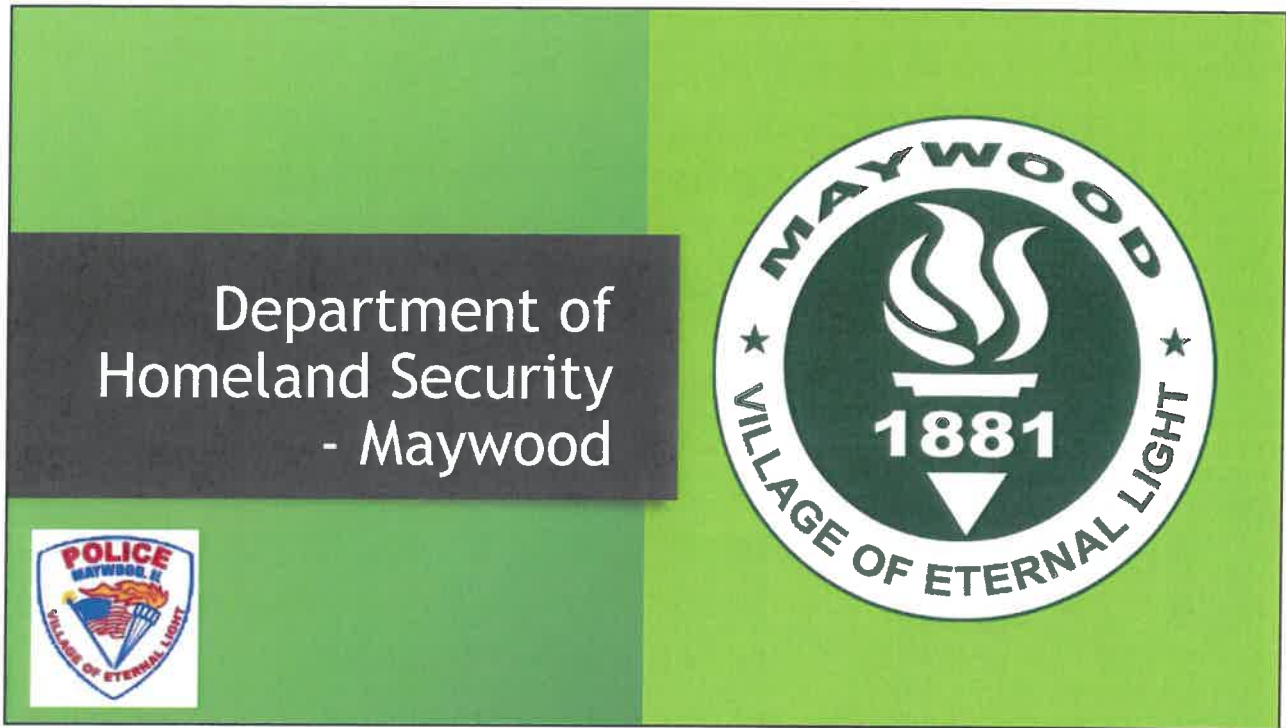
- Personnel: \$15,000 (Department Head)
- Equipment: \$5,000 (Tools and gear)
- Contractual: \$5,000 (Training and Supplies)

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



DEPARTMENT POLICY AND PROCEDURE

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

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

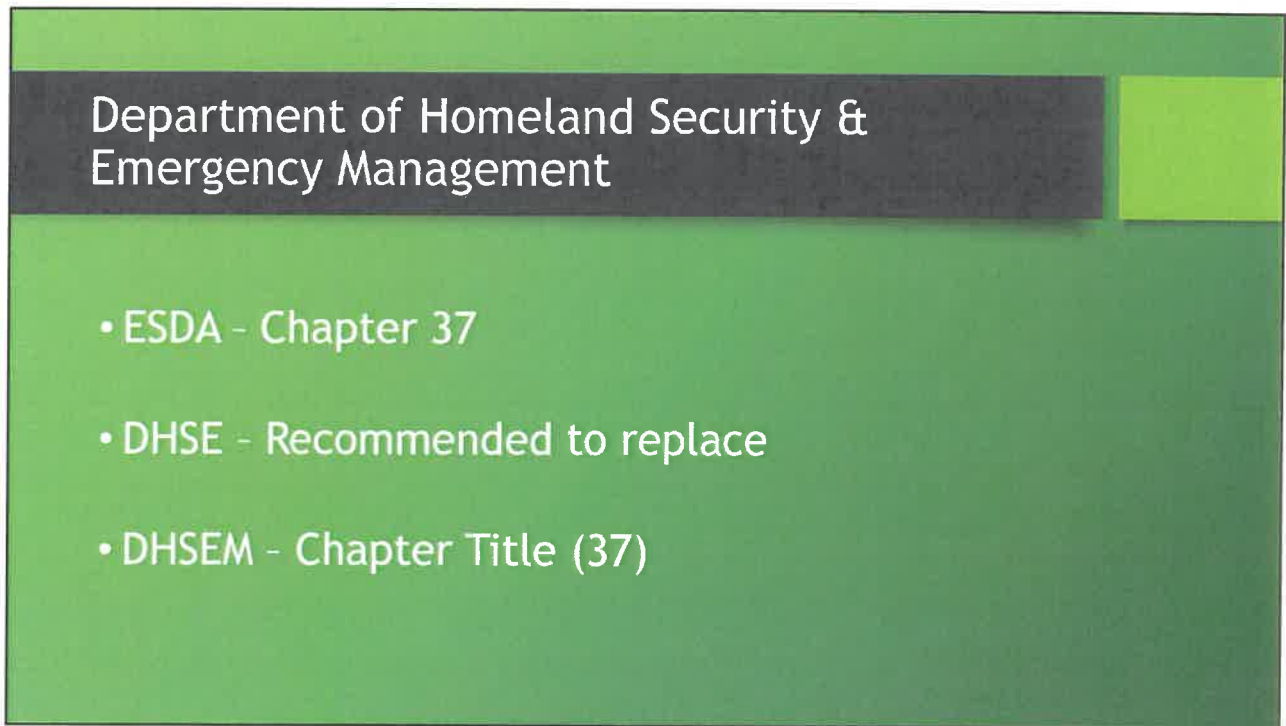


Department of
Homeland Security
- Maywood



The slide features a green background with a dark grey text box on the left containing the text 'Department of Homeland Security - Maywood'. To the right is a large circular logo for 'MAYWOOD VILLAGE OF ETERNAL LIGHT' with a torch and the year '1881'. In the bottom left corner is a smaller police department logo.

1



Department of Homeland Security &
Emergency Management

- ESDA - Chapter 37
- DHSE - Recommended to replace
- DHSEM - Chapter Title (37)

The slide has a green background with a dark grey header box containing the text 'Department of Homeland Security & Emergency Management'. Below the header is a list of three bullet points.

2

Department of Homeland Security & Emergency Management

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

3

Department of Homeland Security & Emergency Management

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

4

Department of Homeland Security & Emergency Management

Equipment Needs

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

5

Generators



6

Mobile Lighting



7

City Bus



8

Ambulance



9

Department of Homeland Security - Maywood

QUESTIONS?

Thank you

10

13

ATTACHMENT

1



Village of MAYWOOD

POLICE DEPARTMENT



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

June 17, 2021

Mayor Nathaniel George Booker
40 Madison
Maywood, Illinois 60153

Re: Department of Homeland Security and Emergency Management Proposal

Dear Mayor Booker:

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

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

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

Respectfully,

Valdimir Talley, Jr.
Chief, Maywood Police Department

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

Village of



MAYWOOD

FIRE DEPARTMENT

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

FIRE CHIEF - CRAIG BRONAUGH, JR.

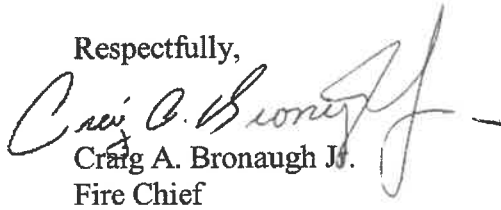
June 10, 2021

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

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

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

Respectfully,



Craig A. Bronaugh Jr.
Fire Chief

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

ATTACHMENT

2

CHAPTER 32: POLICE DEPARTMENT

Section

- 32.01 Department established
- 32.02 Offices created
- 32.03 Regulations
- 32.04 Bonds
- 32.05 Auxiliary police officers; part-time police officers
- 32.06 Execution of orders of Director of Community Development
- 32.07 Reports
- 32.08 Record of persons arrested
- 32.09 Police serving process
- 32.10 Interference with police officers
- 32.11 Aid to Fire Department
- 32.12 Authority to arrest
- 32.13 Arresting officers as witnesses
- 32.14 Assistance to Police
- 32.15 Police pension fund
- 32.16 Village jail
- 32.17 Medical and hospital care
- 32.18 Payment or allowance to families or dependents of police officers killed or fatally injured in performance of their duties
- 32.19 False security system alarm rates
- 32.20 Administrative booking fee
- 32.21 Authority to dispose of lost, stolen or abandoned personal property

Cross-reference:

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

§ 32.01 DEPARTMENT ESTABLISHED.

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

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

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

§ 32.02 OFFICES CREATED.

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

§ 32.03 REGULATIONS.

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

§ 32.04 BONDS.

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

(1997 Code, § 4.05)

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

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

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

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

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

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

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

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

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

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

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

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

(K) Any person employed as a part-time police officer must meet the following standards:

(1) Be of good moral character, of temperate habits, of sound health, and physically and mentally able to perform assigned duties.

(2) Be at least 21 years of age.

(3) Pass a medical examination.

(4) Possess a high school diploma or GED certificate.

(5) Possess a valid State of Illinois driver's license.

(6) Possess no prior felony convictions.

(7) Any individual who has served in the U.S. military must have been honorably discharged.

(L) Part-time police officers shall be trained in accordance with the Illinois Police Training Act (50 ILCS 705/1 et seq.), the Intergovernmental Law Enforcement Officer's In-Service Training Act (50 ILCS 720/1 et seq.) and in accordance with the procedures for part-time police officers established by the Illinois Law Enforcement Training Standards Board. A part-time police officer who has not been certified under § 8.2 of the Illinois Police Training Act (50 ILCS 705/8.2) shall be directly supervised while on duty.

(1997 Code, § 4.06) (Ord. CO-02-12, passed 6-3-2002; Am. Ord. CO-2012-19, passed 6-5-2012)

§ 32.06 EXECUTION OF ORDERS OF DIRECTOR OF COMMUNITY DEVELOPMENT.

The Chief of Police shall execute all orders directed to him by the Director of Community Development so far as they relate to the preservation of the health of the Village.

(1997 Code, § 4.07) (Am. Ord. CO-09-27, passed 10-6-2009)

§ 32.07 REPORTS.

The Chief of Police shall prior to the first meeting of the Board of Trustees in January of each year make an annual report in writing to the Village Manager of the state of the Police Department with a detailed report of the transactions of the Department for the preceding year, with such statistics and suggestions in regard to the requirements of the Department as he may deem advisable; and shall also make reports of any matter or thing concerning such Department, whenever requested by the President or Board of Trustees.

(1997 Code, § 4.08)

§ 32.08 RECORD OF PERSONS ARRESTED.

It shall be the duty of the Chief of Police to keep a record of the names of all persons arrested or committed to the Village jail or county jail in a book to be provided for such purpose. Such record shall show the date of arrest or committal, the number of days imprisoned, the amount of the fine, when and to whom paid, the date of discharge or other disposition of such persons.

(1997 Code, § 4.09)

§ 32.09 POLICE SERVING PROCESS.

Any regular member of the Police Department, or auxiliary police officers, shall have power and authority, and it shall be his duty, in the Village, to serve and execute warrants and other processes for the apprehension and commitment of persons charged with the violation of any Village ordinance or any crime, misdemeanor or offense against the peace of the state or the Village, or held for examination or trial, or taken on execution for the commission of any crime, misdemeanor, or violation of any law or ordinance of the Village.

(1997 Code, § 4.10) (Ord. 56-1, passed 3-1-1956)

§ 32.10 INTERFERENCE WITH POLICE OFFICERS.

No person in the Village shall resist any member of the Police Department or any other person duly authorized to perform police duty, in the discharge of his duties, or shall in any way interfere with, prevent or hinder him in the discharge of his duty as such member, or shall offer or endeavor to do so. No person shall assist any person in the custody of any member of the Police Department to escape or attempt to escape from such custody, or attempt to rescue any person from custody.

(1997 Code, § 4.11)

§ 32.11 AID TO FIRE DEPARTMENT.

It shall be the duty of the Police Department to aid the Fire Department by giving alarms in case of

fire and clearing the streets or grounds in the immediate vicinity of the fire, so that the members of the Fire Department shall not be hindered or obstructed in the performance of their duties.

(1997 Code, § 4.12)

§ 32.12 AUTHORITY TO ARREST.

Members of the Police Department are severally authorized to arrest with or without process, or on view, any person who shall break the peace or is found violating any ordinance of the Village or any criminal law of the state, and to take such person before a proper magistrate, or if necessary, detain such person in custody over night or Sunday in the Village jail, or any other safe place, until he can be brought before a proper magistrate or court.

(1997 Code, § 4.13)

§ 32.13 ARRESTING OFFICERS AS WITNESSES.

All officers making arrests shall attend as witnesses before the court where the trial may be had and shall procure all necessary evidence in their power and furnish a list of witnesses to the court and the Corporation Counsel, and no Village officer shall be entitled to any witness fees to be taxed against the Village in any action for the violation of an ordinance where the Village is plaintiff.

(1997 Code, § 4.14)

§ 32.14 ASSISTANCE TO POLICE.

It shall be the duty of every citizen in the Village between the ages of 18 and 55, when called upon by any member of the Police Department, in case of exigency, to promptly aid and assist such officer in the execution of his police duties. Any person who shall refuse to give aid and assistance shall be punished as provided by this Code.

(1997 Code, § 4.15)

§ 32.15 POLICE PENSION FUND.

The Police Pension Fund shall operate under the provisions of 40 ILCS 5/3-101 et seq. (1997 Code, § 4.16)

§ 32.16 VILLAGE JAIL.

The place in the Village established and used as the jail, or any other place which may hereafter be established by the Board of Trustees for that purpose, is declared to be the jail. The Chief of Police shall be keeper of the jail and shall have custody of all persons confined therein and of all property pertaining thereto. (1997 Code, § 4.17)

§ 32.17 MEDICAL AND HOSPITAL CARE.

(A) Whenever the President and Board of Trustees shall appropriate a sum or sums of money for the payment of medical care and hospital treatment in case of an accident resulting in an injury to or death of a police officer (as defined in this section), employed by the Village while in the performance of his duties, in accordance with the provisions of an act of the General Assembly entitled "An Act authorizing cities and Villages to provide for the payment of allowances of money to the families or dependents of policemen and firemen killed or fatally injured while in the performance of their duties and authorizing such cities and Villages to provide medical care and hospital treatment in case of accident to policemen and firemen," approved June 27, 1921, as amended, the same shall be paid, disbursed and recouped in accordance with the following provisions.

(B) The Committee on Finance of the Village Board of Trustees is authorized, directed and empowered to provide for payment for proper medical care and hospital treatment for injuries sustained by any police officer (as defined in this section), while in the performance of his duties, and to that end may recommend to the Village Board of Trustees the authorization for payment of any such necessary expenses.

(C) It shall be the duty of the Chief of Police in the case of a police officer (as defined in this section), upon the occurrence of any injury in the performance of duty, to have immediate medical care and hospital treatment given to such officer, to make or cause to be made a complete and careful investigation of all facts surrounding the occurrence; to obtain the statements of all material witnesses; and to present a report thereof without delay to the Committee on Finance for consideration and action thereon, which consideration shall include the determination by said committee as to whether or not such injury was occasioned by the negligence of any person or by any agent or servant of such other person. Such report shall show the actual date and hour of the injury, the place of occurrence, the names and addresses of witnesses, and the apparent nature and extent of the injury. Such report shall also show all items of expense, with bills attached, together with a certificate by a doctor appointed by the Village as to the reasonableness of charges made for the services rendered, and the recommendation of the Chief of Police as to payment of such items of expense by the Village.

(D) In the event that the Committee on Finance is of the opinion, from all facts and circumstances presented to it in the report or otherwise ascertained by it, that such injury was occasioned by the negligence of some other person, or by the negligence of any agent or servant of such other person, the Committee on Finance shall so notify the Corporation Counsel; and it shall be the duty of the Corporation Counsel forthwith to demand from such other person reimbursement for the amount expended by the Village for the necessary medical care and hospital treatment of such police officer, and in default of payment of such amount so expended, the Corporation Counsel shall institute proceedings to recoup for the Village the amount so expended, as provided in the aforesaid act of the General Assembly.

(E) No payment shall be made under the provisions hereof unless satisfactory proof shall have been presented to said Committee on Finance that such injury was sustained by such police officer while in the performance of his duty.

(F) **POLICE OFFICER** is defined, for purposes of this section only, as the Chief of Police, Deputy Chief, Commanders' Lieutenants, Sergeants, Patrol Officers, Marshals, and Deputy Marshals, regardless of gender.

(G) The ordinance codified in this section supersedes any prior ordinances passed by the Board of Trustees entitling police officers to Workers' Compensation benefits, and where any provision herein is found to be in conflict with any prior ordinance regarding the same, this section and its provisions shall prevail.

(H) No common law or statutory right to recover damages against the Village for injury or death sustained by any police officer while engaged in the line of duty other than the payment of the medical care and hospital treatment provided in this section shall be available to any police officer who is covered by the provisions of this section, or to anyone wholly or partially dependent upon such police officer or to the legal representative of the estate of such police officer, or to anyone who would otherwise be entitled to recover damages for such injury or death.

(I) This section supersedes any prior ordinances passed by the President and Board of Trustees regarding the above described chapters and sections of the Maywood Village Code, and where any provision herein is found to be in conflict with any prior ordinance regarding the same, this section and its provisions shall prevail.
(40 ILCS 5/22-301 et seq.) (1997 Code, § 4.18)
(Ord. passed 5-13-1993)

§ 32.18 PAYMENT OR ALLOWANCE TO FAMILIES OR DEPENDENTS OF POLICE OFFICERS KILLED OR FATALLY INJURED IN PERFORMANCE OF THEIR DUTIES.

(A) Whenever the President and Board of Trustees shall appropriate a sum or sums of money for the payment to families or dependents, in case of a police officer (as defined in this section) who is killed or fatally injured while in the performance of his duties, in accordance with the provisions of an act of the General Assembly entitled "An Act authorizing

cities and Villages to provide for the payment of allowances of money to the families or dependents of policemen and firemen killed or fatally injured while in the performance of their duties and authorizing such cities and Villages to provide medical care and hospital treatment in case of accident to policemen and firemen," approved June 27, 1921, as amended, the same shall be paid, disbursed and recouped in accordance with the following provisions.

(B) The Committee on Finance of the Village Board of Trustees is authorized, directed and empowered to provide for payment or an allowance to said family or dependents of police officers (as defined in this section) who are killed or fatally injured, while in the performance of their duties, and to that end may recommend to the Village Board of Trustees the authorization for said payment.

(C) It shall be the duty of the Chief of Police in the case of a police officer (as defined in this section), upon the occurrence of any death or fatal injury while said officer was in the performance of duty, to make or cause to be made a complete and careful investigation of all facts surrounding the occurrence, to obtain the statements of all material witnesses and to present a report thereof without delay to the said Committee on Finance for consideration and action thereon, which consideration shall include the determination by said Committee as to whether or not such injury was occasioned by the negligence of any other person or by any agent or servant of such other person. Such report shall show the actual date and hour of the injury, the place of occurrence, the names and addresses of witnesses, and the apparent nature and extent of the injury. The Chief of Police shall make a recommendation to the Committee on Finance as to whether the decedent's family or dependents meet the requirements for the allowance espoused in this section.

(D) In the event that the Committee on Finance is of the opinion, from all facts and circumstances presented to it in the report or otherwise ascertained by it, that such injury was occasioned by the negligence of some other person, or by the negligence of any agent or servant of such other person, the Committee on Finance shall so notify the Corporation Counsel; and it shall be the duty of the Corporation

Counsel forthwith to demand from such other person reimbursement for the amount expended by the Village; and in default of payment of such amount so expended, the Corporation Counsel shall institute proceedings to recoup for the Village the amount so expended, as provided in the aforesaid act of the General Assembly.

(E) No payment shall be made under the provisions hereof unless satisfactory proof shall have been presented to said Committee on Finance that such death or fatal injury was sustained by such police officer while in the performance of his duty.

(F) Such payment to the decedent's family or dependents shall not exceed \$15,000 and payable only in case the injury arises from violence or other accidental cause and death is directly due to such cause and results within one year after such injury.

(G) The payment or allowance to the beneficiaries of the decedent officer shall be made according to the procedure delineated in 40 ILCS 5/22-302 and 22-305.

(H) **POLICE OFFICER** is defined, for purposes of this section only, as the Chief of Police, Deputy Chief, Commanders, Lieutenants, Sergeants, Patrol Officers, Marshals, and Deputy Marshals, regardless of gender.

(I) The ordinance codified in this section supersedes any prior ordinances passed by the Board of Trustees entitling police officers to Workers' Compensation benefits, and where any provision herein is found to be in conflict with any prior ordinance regarding the same, this section and its provisions shall prevail.

(J) No common law or statutory right to recover damages against the Village for injury or death sustained by any police officer while engaged in his line of duty other than the payment of the allowances of money and of the medical treatment provided in this section shall be available to any police officer who is covered by the provisions of this section, or to anyone wholly or partially dependent upon such police

officer or to the legal representative of the estate of such police officer, or to anyone who would otherwise be entitled to recover damages for such injury or death.

(40 ILCS 5/22-301 et seq.) (1997 Code, § 4.19)
(Ord. passed 5-13-1993)

§ 32.19 FALSE SECURITY SYSTEM ALARM RATES.

(A) In the event that any Village police officer responds to a security system alarm at any premises in the Village and the responding police officer or other Police Department personnel determines that the alarm was a false alarm in that the alarm system was defective or malfunctioned, the alarm was inadvertently and/or mistakenly activated by an owner, occupant or visitor to the premises, or was otherwise activated for any other reason other than an apparent attempt to enter, or entrance, onto the premises by an unauthorized person, the Police Department shall keep a log of the subject premises address and the date of each false alarm per month. If police units responding to an alarm and checking the protected premises, do not discover any evidence of unauthorized entry, or criminal activity, there shall be a rebuttable presumption that the alarm is false. Police Department records shall be prima facie evidence of the facts stated therein with regard to alarms and responses.

(B) If the alarm, when communicated to the Police Department before an officer is dispatched to investigate, is clearly identified to the Department as resulting from authorized entry, authorized system test or noncriminal cause, or any other related incident where the system operated properly, it shall not be considered a false alarm.

(C) By the fifteenth day of each month, the Police Department shall submit to the Village Finance Department a copy of the false alarm log for the previous month. On a quarterly basis, the Village Finance Department shall send an invoice to the owner(s) of the subject premises at the owner's last known address demanding payment for false alarms in accordance with the following fee schedule:

(1) First 3 false security alarms: no charge;

(2) Fourth through seventh false alarm:
\$75 per false alarm;

(3) Each subsequent false alarm: \$150 per
false alarm.

(D) The owner shall pay the full invoice amount to the Village Cashier within 30 days of the invoice date.

(E) If the owner fails to cause the full invoice amount to be paid to the Village Cashier within 30 days of the invoice date, the Village Finance Director or the Finance Director's designee may issue a violation notice pursuant to Chapter 39 for the owner's failure to remit payment pursuant to division (D) of this section.

(40 ILCS 5/22-301 et seq.) (Ord. CO-00-35, passed 12-4-2000; Am. Ord. CO-2013-33, passed 4-30-2013)

§ 32.20 ADMINISTRATIVE BOOKING FEE.

An administrative fee of \$30 shall be imposed upon an arrestee when posting bail or bond for any criminal, Village ordinance or other bookable arrest, including, but not limited to, warrants. The arrestee shall be advised, in writing, prior to such release, of the following procedure:

(A) An administrative booking fee of \$30 is imposed upon all persons, who are processed (photographed or fingerprinted) for any criminal, Village ordinance or other bookable arrest, to recoup the Police Department's cost for that service.

(B) The fee must be paid prior to release on bail or bond. In the event that the individual does not possess sufficient funds to pay the fee, the individual will be released after being provided a document stating that the fee is due and owing, and subject to collection. An individual will not be detained solely for his or her inability to pay the fee.

(C) Prior to release, the individual may request to speak with a supervisor to contest whether or not there was probable cause for the arrest.

(D) Refunds.

(1) If a court or other adjudicative body finds that there was no probable cause for the arrest or that the individual was not guilty on all charges, or if all charges are withdrawn by the prosecuting authority (non-suit, *nolle prosequi*, etc.), the individual shall be entitled to a refund of the fee.

(2) A disposition of supervision shall be considered equivalent to a conviction and not a dismissal of charges.

(3) Applications for a refund must be made in writing to the Office of the Chief of Police within 14 days of the finding or withdrawal of all charges, as described in division (D)(1) above. The Chief of Police shall designate an employee to determine the validity of the application. Refund of the fee shall be without interest.

(Ord. CO-07-11, passed 4-3-2007; Am. Ord. CO-2013-09, passed 3-13-2013)

§ 32.21 AUTHORITY TO DISPOSE OF LOST, STOLEN OR ABANDONED PERSONAL PROPERTY.

(A) The Law Enforcement Disposition of Property Act (765 ILCS 1030/0.01 et seq.) (the "Act") is adopted and incorporated by reference into this section, and the provisions of the Act shall apply to the disposition of personal property outlined in this section, except as amended in this section. Where there is a conflict between the provisions of the Law Enforcement Disposition of Property Act and the provisions of this section enacted pursuant to the Village's home rule authority, the provisions of this section shall control.

(B) The Village Police Department may dispose of all personal property of possessed by it when

possession was transferred to the Village Police Department under circumstances supporting a reasonable belief that such property was abandoned, lost or stolen or otherwise illegally possessed. Property seized during a search and retained and ultimately returned, destroyed or otherwise disposed of pursuant to order of court is not subject to this section. Property that the Chief of Police reasonably believes was abandoned, lost or stolen or otherwise illegally possessed, may be disposed pursuant to the following:

(1) Such property shall be retained in custody by the Chief of Police or his designee, who shall make reasonable inquiry and efforts to identify and notify the owner or other person, entitled to possession thereof, and shall return the property after such person provides reasonable and satisfactory proof of his ownership or right to possession and reimburses the Police Department for all reasonable expenses of such custody.

(2) Weapons that have been confiscated as a result of having been abandoned or illegally possessed may be transferred, in accordance with written direction from the Chief of Police, to the Department of State Police for use by the crime laboratory system, for training purposes, or for any other application as deemed appropriate by the Department, if no legitimate claim is made for the confiscated weapon within 6 months of the date of confiscation or within 6 months of final court disposition if such confiscated weapon was used for evidentiary purposes.

(3) If the identity or location of the owner or other person entitled to possession of the property has not been ascertained within 6 months after the Police Department obtains such possession, the Chief of Police shall effectuate the sale of the property for cash to the highest bidder at a public auction, notice of which (including time, place and a brief description of such property) shall be published at least once in a newspaper of general circulation in Cook County at least 10 days prior to such auction. However, if the Chief of Police determines that the interests of the

public would best be served thereby, he may donate property that is worth less than \$100, if the donation is approved by the Board of Trustees, to a charitable organization, rather than effectuating the sale of the property by public auction.

(4) Property offered but not sold at such public auction may be offered and sold at a subsequent public auction without further published notice.

(5) Proceeds of the sale of the property at public auction shall be deposited in the treasury of the Village for the use and benefit of the operation of the Police Department.

(6) The owner or other person entitled to possession of such property may claim and recover possession of the property at any time before its sale at public auction, upon providing reasonable and satisfactory proof of ownership or right to possession and reimbursing the Police Department for all reasonable expenses of custody thereof.

(7) Paper currency or coins that hold no historical or monetary value other than the value indicated on the face of such currency, that the Police Department has obtained and reasonably believes to be abandoned, lost or stolen or otherwise illegally possessed, shall not be subject to the auction provisions of division (B)(3) above. The Chief of Police shall make a reasonable inquiry to identify and notify the owner or other person entitled to possession of the paper currency or coins. If the identity or location of the owner or other person entitled to possession of the currency or coins has not been ascertained within 6 months after the Police Department obtains possession of the currency or coins, the Chief of Police shall deposit the paper currency or coins in the treasury of the Village, for the use and benefit of the operation of the Police Department.

(8) The Chief of Police shall maintain a written record of all personal property retained and disposed of by the Police Department under this section, which shall include:

(a) A complete inventory of the personal property, including a picture and brief description of each item or group of items;

(b) All efforts to identify and notify the owner or other person entitled to possession of such personal property;

(c) All claims made by any person that they are the owner or are otherwise entitled to the possession of such personal property;

(d) All auctions for the sale of such personal property, including the date, time, location and outcome of said auctions; and

(e) The amount of proceeds deposited into the treasury of the Village by the Police Department from the sale of such personal property.

(9) The Chief of Police shall provide a monthly report to the Village President and Board of Trustees summarizing any updates to the records required under division (B)(8) above.

(10) No person shall be responsible for consequential damages to another occasioned by an act or omission in compliance with this section.
(Ord. CO-2015-13, passed 5-19-2015)

ATTACHMENT

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§ 37.05 EMERGENCY SERVICES AND DISASTER AGENCY.

(A) *Establishment.* Under this section, the Village establishes the Emergency Services and Disaster Agency (ESDA) to prevent, minimize, repair, and alleviate injury or damage resulting from the explosion of atomic or other means from without or by means of sabotage or other disloyal actions within, or from fire, flood, earthquake, telecommunications failure, or other natural or technological causes, in accordance with the Illinois Emergency Management Act (the Act) (20 ILCS 3305/1 et seq.).

(B) *Composition.* The ESDA shall consist of the Coordinator thereof and any additional members as may be selected by the Coordinator, with the advice and consent of the President and Board of Trustees. The Coordinator and members of the ESDA serve on a voluntary basis. The Chief of Police and Chief of the Fire Department shall be permanent members of the ESDA.

(C) *Coordinator.* The Coordinator of the ESDA shall be appointed by the Village President and shall serve until removed by same. The Coordinator shall have direct responsibility for the organization, administration, training, and operations of the ESDA, subject to the direction and control of the Village President as provided by statute.

(D) *Oath.* Every person appointed to serve in any capacity in the ESDA organization shall, before entering upon his duties, execute a written oath in substantially the form set forth in Section 20 of the Act (20 ILCS 3305/20), before the Coordinator or other person authorized to administer oaths in the state (20 ILCS 3305/20). The oath shall be filed with the Coordinator.

(E) *Office space.* The Village President and Board of Trustees are authorized to designate space in a Village building, or elsewhere, as may be provided for by the Village President and Board of Trustees, for the ESDA as its office.

(F) *Functions and duties.* The ESDA shall perform all ESDA functions within the Village as prescribed in and by the Act (20 ILCS 3305/1 et seq.), the State Emergency Operations Plan, and programs, orders, rules, and regulations as may be promulgated by the Illinois Emergency Management Agency (IEMA) and by local ordinance, and, in addition, shall perform those duties outside the corporate limits as may be required pursuant to any mutual aid agreements with other political subdivisions as provided by the Act (20 ILCS 3305/1 et seq.). The Coordinator shall be responsible for preparing and updating the Village's Emergency Operations Plan, which plan shall be approved by resolution of the President and Board of Trustees.

(G) *Service as mobile support team.* All or any members of the ESDA organization may be designated as members of a mobile support team created by the Director of the IEMA as provided by law, to aid and to reinforce the IEMA and emergency services and disaster agencies in areas stricken by disaster. Personnel of a mobile support team, while on duty pursuant to such a call or while engaged in regularly scheduled training exercises, shall, if they are an employee of the Village, have the powers, duties, rights, privileges and immunities, and receive the compensation incidental to their employment, and if not an employee of the Village, shall be entitled to at least \$1 per year compensation from the state.

(H) *Emergency action.* A proclamation of a disaster by the Governor shall activate the State Emergency Operations Plan and the Village's Emergency Operations Plan, and shall be authority for the deployment and use of any forces that the plan applies and for use or distribution of any supplies, equipment, and materials and facilities assembled, stockpiled, or arranged to be made available under the Act (20 ILCS 3305/1 et seq.) or other provision of law relating to disasters.

(I) *Local disaster declaration.* Only the Village President, President Pro Tem, or the President's emergency interim successor may declare a local disaster. It shall not be continued or renewed for a period in excess of 7 days except by or with the consent of the Board of Trustees. Any order or proclamation declaring, continuing, or terminating a local disaster shall be given prompt and general publicity and shall be filed promptly with the Village Clerk. The effect of a declaration of a local disaster is to activate the emergency operations plan of the ESDA and to authorize the furnishing of aid and assistance thereunder.

(J) *Mutual aid agreements.* The Coordinator of the ESDA may, in collaboration with other public agencies within the immediate vicinity, develop or cause to be developed mutual aid arrangements with other political subdivisions in the state for reciprocal disaster response and recovery assistance in case a disaster is too great to be dealt with unassisted. The mutual aid shall not, however, be effective unless and until approved by each of the political subdivisions. The arrangements shall be consistent with the State Emergency Operations Plan and state emergency management program, and, in the event of a disaster, it shall be the duty of each emergency management agency to render assistance in accordance with the provisions of the mutual aid agreements.

(K) *Reimbursement by state.* The State Treasurer may receive and allocate to the appropriate fund, any reimbursement by the state to the Village for expenses incident to training members of the ESDA as prescribed by the State Director of IEMA, compensation for services and expenses of members of a mobile support team while serving outside the Village in response to a call by the Governor or State Director, as provided by law, and any other reimbursement made by the state incident to ESDA activities as provided by law.

(L) *Purchase and expenditures.* The Village President and Board of Trustees may, on recommendation of the Coordinator or on their own motion, enter into contracts or incur obligations necessary to place the Village in a position to effectively combat any disaster, as defined in Section 4 of the Act (20 ILCS 3305/4), and to protect the public health and safety, protect property, and provide emergency assistance to victims of disasters. In the event of a disaster, the Village President and Board of Trustees may exercise the above powers, in the light of the exigencies of the disaster and, excepting mandatory constitutional requirements, without regard to the procedures and formalities normally prescribed by

law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, and the appropriation, expenditure, and disposition of public funds and property, as authorized by Section 10(j) of the Act (20 ILCS 3305/10(j)).

(Ord. C0-04-28, passed 9-1-2004; Am. Ord. C0-04-29, passed 9-20-2004)

§ 37.06 EMERGENCY SUCCESSION.

(A) In the event of an attack upon the United States or a natural or manmade disaster in the Village resulting in the unavailability of both the Village President and the elected President Pro Tem, or the unavailability of the Village President when no President Pro Tem has been elected, the duties and all of the rights and powers of the office of Village President shall be discharged by the designated emergency interim successors in the order specified below. Emergency interim successors for the office of Village President are hereby designated as follows:

- (1) Most senior Trustee available.
- (2) Village Manager.
- (3) Chief of Police.

(B) Other than taking the oath of office required in order to exercise the rights and powers and discharge the duties of the office of Village President, an emergency interim successor hereunder shall not be required to comply with any other provision of law relative to taking office. The emergency interim successor shall exercise the rights and powers and discharge the duties of the office of Village President until such time as either the President or previously elected President Pro Tem are available to resume the duties of office, or the Board of Trustees elects a President Pro Tem.

(Ord. C0-04-28, passed 9-1-2004; Am. Ord. C0-04-29, passed 9-20-2004)

§ 37.07 EMERGENCY POWERS AND SPENDING AUTHORITY.

In the event that a state of emergency exists within the Village, the Village President, President Pro Tem, or emergency interim successor to the office of Village President, may, by executive order and without the approval of the Board of Trustees, exercise such powers of the corporate authorities, including spending up to \$50,000 in Village funds, as may be reasonably necessary to respond to the emergency. For purposes of this section, a state of emergency is defined as an attack or series of attacks by an enemy of the United States causing, or which may cause, substantial damage or injury to civilian property or persons in the Village in any manner by sabotage or by the use of bombs, missiles, shellfire, or atomic, radiological, chemical, bacteriological or biological means or other weapons or processes, or a disaster involving an occurrence or threat of catastrophic and widespread injury or loss of life to Village residents or property in the Village resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, epidemic and explosion. The Village President, President Pro Tem, or emergency interim successor may not exercise the emergency spending authority granted herein without first declaring that an emergency, as defined above, exists, by setting forth, in writing and under oath, a declaration of emergency describing the nature of the emergency and detailing facts to substantiate such finding. The declaration of emergency shall be filed with the Village Clerk as soon as is practicable. The declaration of emergency, and concurrent spending and other authority, shall expire not later than the adjournment of the first regular meeting of the corporate authorities after the state of emergency is declared.

(Ord. C0-04-28, passed 9-1-2004; Am. Ord. C0-04-29, passed 9-20-2004)

§ 37.06 EMERGENCY SUCCESSION.

(A) In the event of an attack upon the United States or a natural or manmade disaster in the Village resulting in the unavailability of both the Village President and the elected President Pro Tem, or the unavailability of the Village President when no President Pro Tem has been elected, the duties and all of the rights and powers of the office of Village President shall be discharged by the designated emergency interim successors in the order specified below. Emergency interim successors for the office of Village President are hereby designated as follows:

- (1) Most senior Trustee available.
- (2) Village Manager.
- (3) Chief of Police.

(B) Other than taking the oath of office required in order to exercise the rights and powers and discharge the duties of the office of Village President, an emergency interim successor hereunder shall not be required to comply with any other provision of law relative to taking office. The emergency interim successor shall exercise the rights and powers and discharge the duties of the office of Village President until such time as either the President or previously elected President Pro Tem are available to resume the duties of office, or the Board of Trustees elects a President Pro Tem.

(Ord. C0-04-28, passed 9-1-2004; Am. Ord. C0-04-29, passed 9-20-2004)

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2013 Dodge Charger 3.6L V6 Police



Photo Viewer
51 Images


Price **\$10,795**



 Engine	3.6L V6 DOHC 24V
 Transmission	5-SPEED AUTOMATIC
 Drive	RWD
 VIN	2C3CDXAG9DH613648
 Mileage	60,319
 Exterior	WHITE
 Interior	BLACK
 Stock NO	R-6330
 Fuel economy	

Comments

Vehicle History

 No Accident or Damage Reported

 CARFAX 1-Owner



 Service History

 Government Use

Features

Inquire about this vehicle

Vehicle interested in: **2013 Dodge Charger 3.6L V6 Police**

If you have questions about this vehicle, please enter them below.

First name:

Last name:

Email:

Phone:

Message:

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2014 Dodge Charger 3.6L V6 Police, Blue Lightbar, Partition Console Equipped



Photo Viewer
55 Images

Price **\$13,795**

40



 Engine	3.6L V6 DOHC 24V
 Transmission	5-SPEED AUTOMATIC
 Drive	RWD
 VIN	2C3CDXAG6EH252378
 Mileage	46,446
 Exterior	WHITE
 Interior	BLACK
 Stock NO	R-6011
 Fuel economy	

Comments

Vehicle History

 Accident Reported

 CARFAX 1-Owner



 Service History

 Government Use

Features

Inquire about this vehicle

Vehicle interested in: **2014 Dodge Charger 3.6L V6 Police, Blue Lightbar, Partition Console Equipped**

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2017 Ford Explorer Police AWD



Photo Viewer
49 images

Price \$16,795



 Engine	3.7L V6 DOHC 24V
 Transmission	6-SPEED AUTOMATIC
 Drive	4WD
 VIN	1FM5K8AR7HGB54229
 Mileage	80,732
 Exterior	WHITE
 Interior	BLACK
 Stock NO	R-6012
 Fuel economy	

Comments

Vehicle History

 No Accident or Damage Reported

 CARFAX 1-Owner



 Service History

Vehicle Use

Features

Inquire about this vehicle

Vehicle interested in: **2017 Ford Explorer Police AWD**

If you have questions about this vehicle, please enter them below.

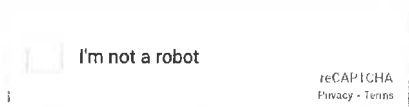
First name:

Last name:

Email:

Phone:

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2015 Chevrolet Silverado 2500HD Crew Cab Long Bed 4WD



Photo Viewer
55 Images

Price \$38,795




 Engine	6.0L V8 GDI 16V IECV
 Transmission	6-SPEED AUTOMATIC
 Drive	4WD
 VIN	TGC1KUGG7FF590350
 Mileage	23,441
 Exterior	WHITE
 Interior	JET BLACK/DARK ASH
 Stock NO	R-6135
 Fuel economy	

Comments

Vehicle History

 No Accident or Damage Reported

Number of Owners

 Service History

Vehicle Use



Features

- ✓ Child Safety Door Locks
- ✓ 4WD/AWD
- ✓ Vehicle Stability Control System
- ✓ Side Head Curtain Airbag
- ✓ Tilt Steering
- ✓ Trip Computer
- ✓ Daytime Running Lights
- ✓ Power Windows
- ✓ Power Door Locks
- ✓ Electronic Brake Assistance
- ✓ Front Side Airbag
- ✓ Cruise Control
- ✓ Steering Wheel Mounted Controls
- ✓ Second Row Folding Seat
- ✓ Full Size Spare Tire
- ✓ Locking Pickup Truck Tailgate
- ✓ ABS Brakes
- ✓ Driver Airbag
- ✓ Air Conditioning
- ✓ Tilt Steering Column
- ✓ Front Split Bench Seat
- ✓ Pickup Truck Cargo Box Light
- ✓ Vehicle Anti-Theft
- ✓ Traction Control
- ✓ Passenger Airbag
- ✓ Tachometer
- ✓ Tire Pressure Monitor
- 47 Automatic Headlights
- ✓ Steel Wheels

Inquire about this vehicle

Vehicle interested in: **2015 Chevrolet Silverado 2500HD Crew Cab Long Bed 4WD**

If you have questions about this vehicle, please enter them below.

First name:

Last name:

Email:

Phone:

Message:



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GMC K3500 Siera (1990)

Sale price: US \$9,995.00



[Contact the seller](#) 🌟🌟🌟🌟

Up for sale is a very unique truck with several uses. It was purchased new by a small shoreline town in Connecticut. Used as a off road rescue truck. It was always garaged in the firehouse and has very very low miles. The truck is 4 wheel drive with a 454 big block V8. Equipped with a Kohler 7CKM21 7500 watt generator, 8 ton winch, 4-500 watt adjustable flood lights, Marion body, Kevelar tires and working sirens and PA. system. This is truck comes with a binder of all the books and manual's. This truck was always maintained. Here is your chance to get a very special truck with low low miles at a fraction of the original cost. Connecticut residents must pay Connecticut sales tax. We can issue out of state buyers an In transit plate if needed. You can fly in and drive home. If you have any questions or if you would like to see this truck in person feel free to contact us through Ebay or by calling 203-469-9901. Thank you for your interest.

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More GMC
Emergency & Fire
Trucks

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Condition: Seller Notes:

Used

"This was owned since new by a small shoreline town in Connecticut. Always garaged inside the firehouse. This truck can be used for numerous applications. Use your imagination!"

Year: 1990

VIN (Vehicle Identification Number): 1GDUK34N1LE542247

Mileage: 31,000

Number of Axles: Single

Make: GMC

Engine Make: Chevrolet

Model: K3500 Siera

Fuel Type: Gas

Type: Off Road Rescue/Brush Truck

For Sale By: Dealer

Class: Class 3 (10,001-14,000 lbs.)

Transmission Type: Automatic

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1/2



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Office : 256.776.7786
Email : sales@firetruckmall.com
Website: www.firetruckmall.com

15410 US Highway 231,
Union Grove, AL 35175
Stock #: 13521
Price: \$21,500

2011 Ford F-350 Emergency Paramedic Ambulance

- 2011 Ford F-350 Emergency Paramedic Ambulance
- F-350 Ford Chassis
- Automatic Transmission
- Mileage: 195,721
- 6.7L Diesel Engine
- Additional equipment not included with purchase unless otherwise listed.



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Stock #203214

Quote created: 6/16/2021 12:04:46 PM

Description:

- 2014 Ford F550 Glaval Entourage
- Length: 31'
- Capacity: 23 +2WS/25
- Engine: 6.8L V-10 Gas
- Color: Solid White
- Status: In Stock
- Mileage: 21,400



Price: ~~\$49,900~~

Sale Price
\$48,270

CP=Co-Pilot Seat | LR=Luggage Rack | PS=Perimeter Seating | RRR=Rear Removable Row | RS=Rear Storage (no wall) | RSW=Rear Storage with Wall | WS=Wheelchair Station

Features

- New Tires
- New Exterior Paint
- Automatic Transmission
- Dual Rear Wheels
- Fast Idle
- Tilt Wheel
- Cruise Control
- Power Heated Exterior Mirrors
- MorRyde Rear Suspension
- AM/FM/CD
- Back Up Alarm
- Back Up Camera
- Deluxe Driver Seat with Cracked Ice Blue Cover
- Mid-Back Cracked Ice Blue Cloth Seats with Armrests and Seat Belts
- 80" Interior Headroom
- Electric Entrance Door
- Front & Rear A/C and Heat
- Dual Compressors with Skirt Mounted Condenser
- Altro Storm Flooring with Yellow Step Nosing
- Stainless Steel Wheel Inserts
- Driver's Running Board
- Braun Century Wheelchair Lift with 2 Sets of Restraints
- One Double Foldaway Seat on Rear Row
- Overhead Hand Rail
- Driver Modesty Panel

All Used buses are sold "as is" except those with remaining warranty.

To hold this bus for 5 days, please sign the Intent to Buy below. Price is F.O.B. Waco, TX and does not include Sales Tax. This Quote is a Net Quote. All applicable Rebates have been applied to arrive at this price. To finalize the sale, request a Bill of Sale for Net Pricing Details, including Rebates.

Purchaser Signature: _____ Date: _____

(Before you buy, please confirm with salesman that pictures and features shown here accurately represent the actual bus you intend to buy.)



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Stock #203114

Quote created: 6/16/2021 12:05:25 PM

Description:

- 2014 Ford F550 Glaval Entourage
- Length: 31'
- Capacity: 23 +2WS/25
- Engine: 6.8L V-10 Gas
- Color: Solid White
- Status: In Stock
- Mileage: 17,500



Sale Price
\$48,420

Price: ~~\$49,900~~

CP=Co-Pilot Seat | LR=Luggage Rack | PS=Perimeter Seating | RRR=Rear Removable Row | RS=Rear Storage (no wall) | RSW=Rear Storage with Wall | WS=Wheelchair Station

Features

- New Tires
- New Exterior Paint
- Automatic Transmission
- Dual Rear Wheels
- Fast Idle
- Tilt Wheel/Cruise Control
- Power Heated Exterior Mirrors
- MorRyde Rear Suspension
- AM/FM/CD
- Back-Up Alarm
- Back-Up Camera
- Deluxe Driver Seat with Cracked Ice Blue Cover
- Mid-Back Cracked Ice Blue Cloth Seats with Armrests and Seat Belts
- 80" Interior Headroom
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To hold this bus for 5 days, please sign the Intent to Buy below. Price is F.O.B. Waco, TX and does not include Sales Tax. This Quote is a Net Quote. All applicable Rebates have been applied to arrive at this price. To finalize the sale, request a Bill of Sale for Net Pricing Details, including Rebates.

Purchaser Signature: _____ Date: _____

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Size: XP12000EH

Sold & shipped by Factory Authorized Outlet

\$1,299.00 ea

\$2,598.00

Delivery

Add-on services (1 selected)

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- ✓ 4 years Walmart Protection Plan - \$81.24
Qty 2 **\$162.48**

Qty:

2 ▼

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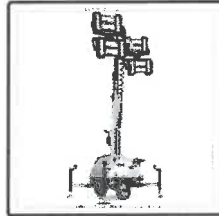
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Generac PLT240-STD - LINKTower™ LED Light Tower (120V) w/ Manual Winch

Model: PLT240-STD2

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* Required

Email Address

Apatterson@maywoodpolice-il.org

* First Name

* Last Name

Company Name

* Street Address

Apt / Suite

City

MAYWOOD

IL - Illir

Zip Code 60153

* Phone Number

Delivery Number

Send me text updates about my order

Purchase Order Number

Use this as my Billing Info & Address

Create an Account

It's easy, just enter a password below and gain access to:

- Quicker Checkout
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Enter Your F

Verify Your F

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2. Payment Method

3. Review & Place Order

Order Summary (2 Items)

Sub-Total	\$11,998.00
Estimated Shipping	\$0.00
Estimated Tax	\$1,019.84
Shipping & Tax for MAYWOOD, IL	
Total	\$13,017.84

Tax Exempt

By placing this order, you agree to our [Privacy](#) and [Return Policies](#)

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Lightning X Premium First Responder Bag w Fill Kit C - Orange

PRICE

\$209.99

QUANTITY

- 2 +

SUBTOTAL

\$419.98

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Coupon code

APPLY COUPON

CART TOTALS

SUBTOTAL

\$419.98

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5

Maywood Department of Homeland Security and
Emergency Management
Policy Manual



Effective July 2021

Maywood Department of Homeland Security and
Emergency Management
Policy Manual

Nathaniel George Booker Mayor of Maywood

**Kendall Silas, Chief, Maywood Department of Homeland
Security and Emergency Management**

Kendall Silas, Chief _____

Maywood Department of Homeland Security and Emergency Management Policy Manual

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Maywood Department of Homeland Security and Emergency Management Policy Manual

Section 1 General Information

Maywood Department of Homeland Security and Emergency Management Policy Manual

This policy manual was developed to provide assistance with the day to day operations of the Maywood Department of Homeland Security and Emergency Management as a guideline for administrating operations, equipment, personnel, and to provide rules and regulations for the Maywood Department of Homeland Security and Emergency Management.

These policies are to be regarded as guidelines for emergency situations where in may be necessary to deviate from the policies and procedures stated in this manual.

These policies may be amended and updated at any time by the Chief and command Staff of the Maywood Department of Homeland Security and Emergency Management or the Village Board of Trustees.

Statement of Purpose for the Maywood Department of Homeland Security and Emergency Management.

In the event of an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or manmade cause, this “political subdivision” must be prepared to act in such a manner as to:

Save the maximum number of lives and minimize injures

Protect property

Preserve functioning of Civil Government, to maintain and support economic activities essential for the survival and eventual recovery from the emergency or disaster.

Maywood Department of Homeland Security and Emergency Management Policy Manual

The Maywood Department of Homeland Security and Emergency Management is responsible for the response and recovery phases of the emergency management life cycle. The Department of Homeland Security and Emergency Management is also responsible TO ASSIST various Village Departments in situations where those Departments are taxed beyond their resources or when needed. Some examples of duties and responsibilities include but not limited to:

1. Assist with traffic
2. Crowd control
3. Lighting as needed for investigations
4. Minor exterior support operations
5. Clearing streets/ Debris removal
6. Removal of fallen trees on Village property
7. Flood control including: Sandbagging and Closing of streets
8. Transport to the Office of Forensic Science
9. Assist Village with planned events
10. Rehab and Communications/Command vehicles as required for any Village Department or entities.
11. Conduct surveys to determine the types of emergency-related needs that will need to be addressed in disaster planning or provide technical support to others conducting such surveys.
12. Design and administer emergency/disaster preparedness training courses that teach people how to effectively respond to major emergencies and disasters
13. Consult with officials of local and area governments, schools, hospitals, and other institutions to determine their needs and capabilities in the event of a natural disaster or other emergency
14. Develop and maintain liaisons with municipalities, county departments, and similar entities to facilitate plan development, response effort coordination, and exchanges of personnel and equipment.
15. Develop and perform tests and evaluations of emergency management plans in accordance with state and federal regulations.
16. Attend meetings, conferences, and workshops related to emergency management to learn new information and to develop working relationships with other emergency management specialists.

Maywood Department of Homeland Security and Emergency Management Policy Manual

General Orders

1. A general order will be posted by the Chief and or Deputy Chief when a new policy or procedure must be added to this policy manual on a temporary basis. It may be considered as an addition to this policy manual later at which time it will be added as a change to the policy manual and entered on the "Record of Changes" page.
2. The Chief and or Deputy Chief may at any time post a General Order. The general order will be read and passed out to all officers and considered a part of the Policy Manual.

Safety

1. Safety of all personnel is MDHSEM's top priority. No member should engage in any unsafe acts of behavior.
2. Any member observing an unsafe action or condition should immediately report such act or condition to an Officer or Acting Officer.
3. All officers will use seatbelts in any vehicle while that vehicle is in motion.
4. Any member has the authority to stop any other member engaging in a potential and immediate life or injury threatening action.
5. No personally owned vehicles will be used to respond to scenes unless directed to by the Chief or Deputy Chief of MDHSEM.
6. All officers are required to act as a Safety Officer.

Maywood Department of Homeland Security and Emergency Management Policy Manual

Sexual Harassment

MDHSEM will follow the Village of Maywood Sexual Harassment policy which can be found in Annex B-1 of the policy

Drug Policy

1. No member can consume alcohol or drugs while in uniform or while in the station. No member is to report to a detail or emergency call while under the influence of alcohol, drugs, or medication that will alter their ability to perform.
2. All officers will voluntarily submit to drug or alcohol testing at the Chief's discretion following any accident or injury while on duty or in the station.
3. Any member convicted of a criminal drug statute violation will notify the Chief of the Maywood Department of Homeland Security and Emergency Management no later than five (5) days after such conviction. The Maywood Department of Homeland Security and Emergency Management will take one of the following actions within thirty (30) days of receiving such notice with respect to any employee who is convicted:
 - a. Requiring the member to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, Local Health, Law Enforcement, or other appropriate agency.
 - b. Taking appropriate disciplinary action against a member such as suspension for an extended period or termination.

MDHSEM will follow in addition to the items listed above the Village Drug Policy which can be found in Annex A of this manual.

Maywood Department of Homeland Security and Emergency Management Policy Manual

Visitor Policy

1. Visitors will be allowed in the station only when accompanied by an active member in good standing.
2. Visitors will not be allowed in the station between the hours of 2200 (10PM) and 0700 (7AM) except at the discretion of the Command Staff with the approval of the Chief.

Maywood Department of Homeland Security and
Emergency Management
Policy Manual

Section 2
Officers Requirements

Maywood Department of Homeland Security and Emergency Management Policy Manual

Officers Requirements

An individual applying for a position with the Maywood Department of Homeland Security and Emergency Management must be able to perform the following duties:

1. Must have a valid Illinois Driver's License.
2. Must be 18 years of age by the end of the probationary period.
3. Must be 21 years of age to drive Village vehicles or operate Village equipment. Unless given approval by the chief of the department.
4. Must be a citizen of the United States.
5. Must meet minimum proficiency levels as defined in training section.
6. Must not be a member of another active emergency management agency.
7. Must have completed basic orientation.
8. Must have completed all necessary applications and paperwork.
9. Must have passed a background check.
10. Must have completed an initial interview.

Maywood Department of Homeland Security and Emergency Management will not limit officers regarding race, color, creed, origin, sex, or handicap.

Maywood Department of Homeland Security and Emergency Management Policy Manual

General Responsibilities of Officers

1. Every member is responsible for having a working knowledge of the content of this Policy Manual and any updates posted by the Chief and or Deputy Chief. Officers will be required to sign an affidavit to that effect.
2. Officers who receive a moving violation must notify the Chief Deputy Chief or command staff within 72 hours.
3. Officers will respond to emergency calls when available.
4. Officers will participate in planned events.
5. Every member will be trained to the minimum proficiency level specified in the Training Section of the manual.
6. Every member and officer will assist with the general housekeeping duties and building maintenance.
7. Every member will understand and follow the chain of command.
8. Every member is responsible for maintenance and the safe operation of their equipment issued by the MDHSEM.
9. Every member is responsible for the safe operation of all equipment and apparatus owned, operated, and or leased by the Village of Maywood and will report any problems to the senior officer on duty.
10. Officers will not misuse their position or misrepresent themselves.
11. Every member must complete a minimum of 52 hours of work (house duties, details, training, calls, etc.) within the probationary period.
12. Any member who loses any of the MDHSEM issued equipment will be responsibility for replacing the same.

Maywood Department of Homeland Security and Emergency Management Policy Manual

Probationary Period

1. All new officers will complete a one (1) year probationary period after approval of initial application, completion of initial interview, and satisfactory completion of background check.
2. A probationary member will respond to emergency calls and planned details only under the direct supervision of an Officer or Acting Officer.
3. Any member serving their probationary period will not misrepresent their selves on the officership application.
4. An Officer's meeting will be held prior to the end of the probationary period to either accept or terminate the member. Probationary officers who successfully pass their probation will be considered active officers.
5. Any leave of absence during the probationary period will not be counted towards successful completion of the probationary period except for medical leave.
6. Probationary officers will not be given keys, door codes. Access to the building will only be with an active member.
7. Probationary officers must report to an Officer or Acting Officer whenever they are in the building.
8. Probationary officers maybe subject to periodic reviews during the probation period.
9. Probationary officers are required to complete at least 52 hours of work (calls, details, house duties, training, etc.) within the one (1) year period.
10. Probationary officers are required to meet the minimum proficiency level of training specified in the training section of this manual.
11. Probationary officers will participate in all general member duties under the supervision of an Officer, Acting Officer, or a member in good standing, except for those areas they have not been properly trained in or those duties they don't meet age or other restrictions.

Maywood Department of Homeland Security and Emergency Management Policy Manual

Uniform Requirements

1. The specifications for the standard uniform are as follows:

Black (officers)/white (officers) long or short sleeve shirt with Department patch on the left sleeve and Village patch/American flag on the right sleeve. With badge above left pocket. (Class A)

Black trousers

Black socks

Black shoes or boots of appropriate style in good repair and shined for the detail. (Appropriate style will be a shoe that will cover the entire foot and has a heel not to exceed one inch in height, and not of the athletic or gym style.)

Black Garrison style belt.

Silver (officers) or Gold (Officers) nameplate above right breast pocket consisting of rank (if applicable), first initial and last name.

Department patch above the left breast pocket on class B uniforms.

2. **Optional additions to the standard uniform are as follows:**

Designation of rank on collar or sleeve.

Chief will use 3 stars

Deputy chief will use 2 stars

Commander one Eagle for collar device.

Captains will use two gold bars for collar device.

Lieutenants will use one gold bar for collar device

Sergeants will use gold sergeant chevron for collar device or three stripes on sleeves.

Maywood Department of Homeland Security and Emergency Management Policy Manual

Any other appropriate pins of honor or achievement may be worn with the approval of the Chief.

Years of service rocker under nameplate
White or black T-shirt under uniform shirt.

3. Officers reporting for training, work details, planned events or emergency calls will be appropriately dressed. The following items are prohibited:

- Open toed or high heel shoes
- Sandals
- Shorts (unless worn under bunker pants)
- Halter tops
- Dangling earrings
- Any clothing with obscene (either stated or implied) markings.

4. Long hair will be pulled back while on duty or details. All officers will be clean shaven or facial hair will be neatly groomed while on details.
5. Officers will not misuse or misrepresent themselves while in uniform; violators are subject to disciplinary action and or termination.
6. Any MDHSEM issued uniforms including Tee Shirts will be worn only on callouts, training, work, or special details.
7. A directive will be issued and passed out when there are any uniform changes.

7. Classes of uniform

Class A uniform will consist of:

Dress Coat	Dress long sleeve shirt
Dress trousers	Black issued tie
Black shoes	Black socks
Black belt	

Class B uniform

Dress shirt
Duty trousers

Class C uniform

MDHSEM polo or t-shirt
Work Pants

Maywood Department of Homeland Security and Emergency Management Policy Manual

Black shoes
Black socks
Black belt

Work Shoes

Badges

Any badges purchased by the department or by an individual for the intended use while working for the MDHSEM will be consider property of the village of Maywood and upon Termination from the unit said badges shall be returned to the department. Special consideration will be given on a case by case event.

Any independent uniform purchase must be approved by the Chief, Deputy Chief or Commander. This includes but not limited to badges, shirts, hats, coats, and any embroidery.

Protective Clothing

1. Protective clothing for the Maywood Department of Homeland Security and Emergency Management will consist of the following:

Helmet with face shield and or eye protection (black for Lieutenants, Sergeants and below, White for Commander Captains, Chief, Deputy Chief and Operations)

Black turnout coat with lining and Scotch lite, and department identification on the back

Black bunker pants with lining and Scotch lite

Bunker boots with steel toe and shank protection

Leather or otherwise approved gloves

Self-Contained Breathing Apparatus in hazardous environments (if available)

Hard hats

Bullet resistant vest

Maywood Department of Homeland Security and Emergency Management Policy Manual

2. Optional equipment includes:

Flashlight or lantern

Protective hood

Ear protection

Respirator

CPR mask & glove pouch

3. Protective clothing must be worn in any environment with falling or thrown debris, environments involving hazardous materials, while operating power tools, and while performing any duties on a fire scene.
4. Traffic vests will always be worn when directing traffic. Traffic wands will be used during times of darkness while directing traffic.
5. Universal precautions will be utilized in any situation that may involve the chance of contact with blood borne pathogens or involve body substance isolation.
6. The above are only guidelines, the determination of the need for protective clothing fall upon the officers.

Insurance

1. All officers are covered by the Village of Maywood's Workman's Compensation while on emergency calls, planned details, while in training sessions, or performing standby duty.
2. All officers are covered by the State of Illinois's Workman's Compensation during major incidents, including mutual aid calls, and major training exercises and drills.
3. All officers are covered by the Village of Maywood Insurance when

Maywood Department of Homeland Security and Emergency Management Policy Manual

authorized to operate a Village vehicle.

4. A member will not utilize their personal vehicle at a scene or a call unless authorized by the Chief.

On the Job Injury

1. Any injury regardless of severity must have the appropriate form detailing the events completed in a timely manner.
2. Any injury regardless of severity, must be reported to an officer and in turn, to the Chief or Deputy chief.
3. Medical attention will not be withheld while attempting to contact the Chief or Deputy Chief.
4. Medical attention will be sought at an approved facility.

Light Duty

1. A member may request light duty due to medical conditions regarding them unable to perform certain duties (including pregnancy).
2. The exact specifications of light duty will be determined by the Chief. Duties may include:

Dispatching
Call taking during emergency calls
General office assistance
Driving
3. Any member with a physician's notice specifying light duty, or any member who requests light duty in writing to the Chief, will be granted light duty subject to the Chief's approval.
4. Any member returning from light duty must have a physician's written notice and the Chief's approval.

Maywood Department of Homeland Security and Emergency Management Policy Manual

Medical Leave of Absence

1. Any member requesting a medical leave of absence will present a valid physician's notice, specifying the nature of illness or injury, the estimated return to duty date and restrictions of duty (if applicable).
2. If a member is granted full leave from duty, that member will not participate in any manner with training, details, or emergency calls.
3. Officers requesting reinstatement to full duty following a medical leave of absence will have a valid physician's notice, stating that the member is fit for duty without restrictions.
4. Return to full duty without physician's notice and approval by the Chief violates medical leave of absence and is subject to disciplinary action or termination.

Leave of Absence

1. Any member may request a leave of absence for any reason, and at any time.
2. Any member requesting a leave of absence will inform the Chief in writing of the effective date and proposed date of return to duty or until further notice.
3. Any member on a leave of absence requesting an earlier return to full duty must inform the Chief in writing at least one week in advance, subject to approval by the Chief.
4. While on a leave of absence, the member will not attend any training, planned details, emergency calls, or meetings.
5. Extended periods of leave of absence may result in the loss of seniority rights or termination.
6. While on leave of absence, and you want to extend the leave you must notify and request in writing an extension to the leave of absence or face disciplinary actions for failure to do so.

Military Leave

Officers going on military leave will notify the Chief in writing stating the time frame in which they will be gone.

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Section 3 Conduct and Advancement

Maywood Department of Homeland Security and Emergency Management Policy Manual

Conduct

1. Any member engaging in consumption of mind-altering substances (*unless under a physician's direction) while in uniform is subject to immediate disciplinary action.
2. Any member responding to details, attending meetings, or any other organized function while under the influence of any mind *altering substances is subject to immediate disciplinary action.
3. Theft of any property or service belonging to the Village of Maywood or the Maywood Office of Emergency Management from any scene or another member of guest will not be tolerated. Violators are subject to termination and prosecution by local authorities.
4. Any member convicted of a felony is subject to immediate termination.
5. Any member engaging in behavioral misconduct or behavior unbecoming a member either in uniform, on duty or not may be subject to disciplinary action.
6. No member will display insubordination behavior to any other member or argue in public with another member or member of the public.
7. Any member who displays any form of disrespect or insubordination to a Superior Officer Acting Officer, Senior Member, or any person in a supervisory position is guilty of Insubordination and Conduct unbecoming a member and will not be tolerated. The penalty for insubordination and conduct unbecoming is termination.
8. No member will abuse or misuse the privilege of possessing a Department Badge, Commission, or I.D. card, or misrepresents themselves as any Official other than that intended by the Maywood Department of Homeland Security and Emergency Management.

Officers and or Administration may determine whether an absence is excused or unexcused. Maternity leave, Medical leave, Military leave, will be considered as excused absences.

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Write ups

1. Any member may complete a write up of another member to report misconduct or misuse of equipment within twenty-four hours of the incident. The member will retain one copy, submit one copy to an Officer and submit the original of the report to Administration.
2. An investigation of the incident will be initiated within seven (7) days of receiving the report.
3. The Officer receiving the incident report, if personally unable to investigate the incident within the seven-day period, will give the Administration notice within twenty-four hours.
4. Following a write up, the member(s) involved will read and sign the report, or the refusal to sign will be noted on the report.
5. A member will have the option to counter any accusation in writing accompanying the write up.
6. A member receiving one write up resulting in disciplinary action within a one-year period, will receive a verbal warning. A report of the verbal warning will be placed in their personnel file.
7. A member receiving two write ups resulting in disciplinary action within a one-year period will receive a written warning accompanied by a report in their personnel file.
8. A member receiving three write ups resulting in any disciplinary action within a one-year period is eligible for suspension the length of which will be determined by the Chief.
9. A member receiving four write ups resulting in any disciplinary action within a one-year period is eligible for termination.

Cell Phones

1. While on any active scene or detail no member shall be on their cell phone during the performance of their duties. If the call must be taken the member will be relieved from their post by another officer.

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2. Under no Circumstances are member allowed to use their cell phone while driving a Village vehicle. Any member found on their phone will be subject to disciplinary action.

Member Relief of Duty and Suspension

1. An Officer may relieve a member of duty until the next meeting.
2. Any member relieved of duty will receive a write up.
3. A member may receive a suspension for a period determined by the Chief.
4. Any suspension given to any officer must be approved by the Chief.
5. Any member that is on active suspension, is not allowed access in the MDHSEM building or any details unless granted permission by the Chief.

Board of Review

A Board of Review will be established consisting of the Chief, Deputy Chief and officers appointed by the Chief. This Board recommends individuals eligible for promotion, demotion, or termination. The Chief may also consult the Board for any other recommendations. The Chief may substitute individuals who may have a conflict of interest in each situation or add two general officers.

Promotion Requirements

1. Any member who is a candidate for promotion to any rank will satisfy the following general requirements:
 - Exhibit good interpersonal communication skills
 - Exhibit a high level of commitment to the Department
 - Exhibit strong leadership and management qualities
 - Must be competent in all areas of operation and training levels
 - Must have met all the training requirements for each level of supervision
2. Promotions to Deputy Chief and other Command, General, and Administrative positions are made at the Chief's discretion.

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3. Promotions to Sergeant, Lieutenant, Captain, and Commander will be given to candidates who have completed the qualifications listed above and others in this section. Final approval rests with the Chief

4. Additional requirements for promotion per rank:

Sergeant: notify the Chief of interest in position, at least 5 years as an active member, completed any NIMS compliance training for the supervisory level.

Lieutenant: notify the Chief of interest in position, at least 3 years as a Sergeant, completed any NIMS compliance training for the supervisory level.

Captain: notify the Chief of interest in position, at least 3 years as Lieutenant, completed any NIMS compliance training for the supervisory level.

Commander: notify the Chief of interest in position, at least 3 years as Captain, completed any NIMS compliance training for the supervisory level. Possess Illinois Professional Development Series

Demotions

Any Officer found guilty of offenses or unable to uphold the standards of their rank, may be brought before a Board of Review at the Chief's discretions.

Termination

1. A member who is eligible for termination will be brought before a Board of Review. The charged member may add an additional member to the Board of their choice.
2. The Board of Review must convene within seven to ten days of notification of charges.
3. The Chief retains the final decision after the Board's recommendation.

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Section 4
Procedures

Maywood Department of Homeland Security and Emergency Management Policy Manual

Daily Command Structure

1. The Maywood Department of Homeland Security and Emergency Management has adopted the National Incident Management System (NIMS) for daily operations and emergency incidents.
2. During normal daily operations in quarters, the senior Member or Officer by default will be the Duty Officer until the arrival of a more senior Officer. Their primary responsibility is to ensure that personnel and equipment are prepared to respond to any manner of incident. They are also responsible for carrying out any maintenance that may be required in quarters.
3. If the Duty Officer is not available to command, command in quarters will default to the following personnel:
 - a. The highest-ranking Sergeant in quarters.
 - b. The highest-ranking Officer in quarters.
 - c. The most senior Member in quarters.

Incident Command Structure

1. The Officer or ranking Member of the first arriving unit at any incident assumes command for MDHSEM. Notification of who command is will be made.
2. The MDHSEM Officer in Charge (OIC) will report to the overall Incident Commander and work under the Incident Command System already in place.
3. The MDHSEM OIC is responsible for utilizing personnel and equipment to accomplish the task at hand in a safe and efficient manner.
4. Upon arrival of a higher ranking MDHSEM Officer, a change of command may take place.
5. A transfer of command may take effect after a briefing between the outgoing OIC and the incoming OIC.

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General Response Procedures

1. All officers and officers will respond directly to the station without using emergency lights and will be dispatched to the scene at the request of the Officer in Command unless otherwise instructed by the Chief.
2. Vehicle and manpower requirements will be determined by the MDHSEM OIC at the scene.
3. Privately owned vehicles will not respond to any emergency scene unless authorized by the Chief.
4. Officers will not leave their post without permission of the MDHSEM OIC.
5. A detail report will be filled out after all calls regardless of type of call.

1. Standby Duty

In case of impending inclement weather, officers are encouraged to respond to the station for standby duty. If severe weather is expected or approaching a call out may be initiated for a standby at the station. The Chief, Deputy Chief, and Commander will be notified prior to and on all call outs.

2. Wires Down

The main responsibility of MDHSEM is to protect the Public from down wires by controlling access to the involved area. Any downed wire will be considered live and dangerous, regardless of whether the wire appears to be electrical, telephone, or cable television. No member of this department will attempt to move or touch any downed wire under any circumstance.

3. Trees Down

The main responsibility of MDHSEM is to clear streets and sidewalks for vehicles and pedestrians. MDHSEM does not move or remove any trees or branches from private property. Officers will not remove branches hanging from high positions or in contact with power lines. Trees that are on or have caused damage to vehicles will not be moved until the Police have been called and a police report filed.

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4. Sandbags

MDHSEM has the responsibility for the availability of sandbags to the residents and business of Maywood. Individuals picking up sandbags will identify themselves as Maywood residents by showing their Driver's License. Limitations on the number of sandbags per person will be determined on a case by case basis. Industries in Maywood will have sandbags filled by their personnel.

5. Floods

The main responsibility of MDHSEM is to close streets that are flooded and are considered impassable. Barricades will be placed at both ends of a close street in a visible manner. In addition, the water level of the river should be checked and reported.

Response Procedures: Traffic

1. All personnel performing any traffic control duties will always wear a traffic vest and carry a traffic wand during darkness.
2. Vehicles will be placed in a safe manner with the emergency lights operating so that the vehicle is visible to traffic.
3. Flares may be placed on the ground for use as markers and will never be carried or used as a traffic wand for directing traffic at any time. Flares will not be placed in the area of any liquids.
4. Traffic barricades may be placed to detour traffic to the nearest intersection available.
5. Vehicles may be used to block major intersections with a minimum of two trained personnel.
6. Officers will not leave their assigned post without permission of the MDHSEM OIC.

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Response Procedures: Fires

1. The primary responsibility of MDHSEM is traffic control near a fire scene and other assistance is secondary. No MDHSEM member will perform interior attacks. The appropriate protective equipment will be worn while performing any task. All MDHSEM will remain with their vehicle unless directed by the MDHSEM OIC.
2. The Maywood Department of Homeland Security and Emergency Management will responds to all 2nd alarm fires occurring in the Village of Maywood. The Chief, Deputy Chief, Commander and all other MDHSEM Officers will be notified on all fire responses.
3. Officers will remain with any vehicle they take to a scene unless directed by the MDHSEM OIC.

Response Procedures: Morgue Runs

For transports to the Cook County Institute of Forensic Medicine (CCIFM):

1. A Maywood Police Officer will accompany the transporting vehicle to CCIFM to complete any paperwork. MDHSEM personnel will not be responsible for any CCIFM or Police Department paperwork, MDHSEM will not be responsible for any of the personal property of the deceased.
2. Due to the chain of evidence MDHSEM personnel are not to assist in placing the body in a body bag,
3. The following information must be recorded on the detail report:
 - a. Then name and badge number of the accompanying Police Officer.
 - b. The Morgue number of the body and copy of the Morgue report.
 - c. The deceased's name address, and date of birth (if known).
 - d. A brief description of what was done on the call

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Building Maintenance

1. All officers regardless of rank or position are expected to participate in the upkeep and maintenance of the station.
2. Officers may be asked to assist with building improvements or remodeling projects at the Chief's, Deputy Chief's or other Officer's discretion and direction.
3. The following is a general list of cleaning requirements for the station.
 - a. Areas around the building will be cleared of any snow, leaves, or trash.
 - b. The offices, communications room, and maintenance room will be cleaned on a regular basis by the occupants of those areas.
 - c. All floors, carpets, windows, fixtures, garbage cans and tables will be swept, vacuumed, washed, emptied and liners replaced, dusted, bathrooms cleaned and restocked.
 - d. Other duties as needed or requested.

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General Rules for Apparatus

1. Any member wishing to operate a vehicle owned, operated, or leased by the Maywood Department of Homeland Security and Emergency Management must satisfy the following requirements:

Hold the appropriate class license for the vehicle.

Be at least 21 years of age.

May not be serving a probationary period, unless directed to by an Officer.

2. All passengers in any vehicle will be seated and seatbelts fastened while in the vehicle.
3. Be an approved driver (See Deputy Chief Section).
4. No person will leave their vehicle without the permission of a MDHSEM Officer or Acting Officer.
5. ONLY ONE PERSON will assist the driver in backing up their vehicle.
6. Smoking in MDHSEM vehicles is prohibited. Anyone eating or drinking in a vehicle is responsible for making sure no garbage is not left in vehicle or face disciplinary actions.
7. Visitors will not ride in any vehicle except at the discretion of the Chief or Deputy Chief. Then they must ride in an enclosed vehicle and use seatbelts.

Driver Responsibilities

1. The driver of any vehicle owned, operated, or leased by MDHSEM will be responsible for the safe operation of that vehicle and the safety of all personnel aboard.
2. The driver of any vehicle will not travel more than the posted speed limit under any circumstances.
3. Vehicles can use emergency lights and siren. The drivers of these vehicles will operate the vehicles in a safe manner and make sure intersections are clear before entering the

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intersection. At major intersections, the driver will come to a complete stop and check in all directions before continuing.

4. When a MDHSEM vehicle is involved in an accident, the driver will notify the Chief, Deputy Chief, Commander and the MDHSEM OIC immediately. All personnel involved in the accident will complete a general incident report and a Police Report. Fault will not be admitted to anyone and the incident will be discussed with MDHSEM Command Officers and Police Department personnel only. All parties involved in the accident will be sent to the hospital emergency dept.
5. If any damage is done to a vehicle, the Officer in Charge must be notified, and a general incident report completed. The OIC will notify the Chief and Deputy Chief.
6. Drivers will not leave the station for a response without knowing where they are going and how to get there.
7. The driver of any MDHSEM vehicle is responsible for making sure all passengers are using seatbelts.
8. The driver will check the fuel level in their vehicle before leaving the station and when returning. If the fuel level is at one-half (1/2) or below the Chief or Deputy Chief must be notified so the vehicle can be refueled as soon as possible.
9. The driver will make sure that all doors to the station are closed and locked when the apparatus leaves the station.
10. The driver is responsible for the return, proper storage and cleanliness of all equipment and the apparatus.
11. The driver will always remain with their vehicle unless directed otherwise by the OIC.
12. Lights and sirens may be used when responding to a call when authorized by the Chief or Deputy Chief.

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Personal Vehicles

1. Emergency lights will not be used by any member on their personally owned vehicles (POV) unless authorized by the Village of Maywood by an authorization letter which will contain a twenty-four-hour contact number of the authorizing Official.
2. Any MDHSEM member using emergency lights on their POV will be subject to disciplinary action unless given authorization to do so.
3. Any member using emergency lights would assume personal responsibility when responding to the station.
4. POV's are not to be used on emergency calls or details unless authorized by the Chief.

Equipment Regulations

1. Any power equipment used by the MDHSEM will be operated by officers 21 years of age or older, unless under direct supervision of the command staff.
2. Protective clothing including head, eye, and ear protection will be worn while operating power equipment. The operator of any equipment should be aware of their surroundings and operate in a safe manner for the environment.
3. All equipment will be cleaned, refueled (if applicable), and stored properly after each use.
4. Equipment will be checked for good condition and repair prior to use. Any equipment found in disrepair will be reported to an Officer and will be taken out of service immediately.

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Section 5 Communications

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Communications: Handheld/Mobile Radios

1. MDHSEM owned radios are kept locked in the main Communications Room until needed. When needed an Officer will release the radios as needed with Command personnel having priority. Any officer or member issued a radio will be responsible for the radio until returned.
2. Only radio traffic relating to the incident will be allowed and will be kept to minimum.
3. Any personal traffic between officers will be done on cell phone.
4. Officers will use the mobile radio to identify their vehicle in service, on the scene, returning, and back in quarters.
5. Personal radios are permitted if they are type accepted.
6. Use of profanity on the radio is illegal and prohibited.
7. No member will use any radio or frequency unless authorized to do so.
8. No MDHSEM officers will contact any Village Department to ask if they require our assistance, this is considered self-dispatching and is not allowed. Only the Chief, Deputy Chief and authorized Officers can dispatch MDHSEM personnel.
9. only personnel designated by the Chief or Deputy Chief can work on communications equipment. Any member finding equipment that is not working will tag and report to an Officer.
10. Communications with other Agencies is allowed. The usage of any radios capable of operating on the Public Safety bands either in your vehicle or portables; you are authorized to operate on, you are allowed to contact other agencies, if you feel you must report an accident or another emergency you are authorized to do so.
11. when on a MDHSEM call or detail, either on the scene or dispatching all officers will have only one radio (handheld, mobile, and base) which will be on the MDHSEM or assigned detail frequency with no scanning of frequencies or other radios on. This is to allow officers to hear our communications we need to hear without being disrupted by traffic that does not concern our operation at the time.

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12. While reporting to a detail or call the officers will only be allowed to have one radio that will be on the departments primary channel unless given prior approval by the chief.
13. Only department approved radios are to be used on all details and calls.

Communications: Amateur Radio

1. The use of non-type accepted equipment (i.e. amateur equipment) will not be used on Public Safety frequencies, i.e. ESMARN, Fire, IFERN, Police, and MDHSEM.
2. Only licensed Amateur Radio Operators will operate the amateur equipment within their license privileges and FCC regulations.
3. All amateur radio operators will submit a copy of their license to be posted in the Communications Room before being permitted to use the equipment.
4. Non-licensed personnel may use the amateur equipment only under the direct supervision of a licensed amateur operator in accordance with FCC regulations.
5. The amateur radio area will be neat and clean.

I am responding

1. All officers shall respond to every planned event or call with their responding status
2. If a member cannot respond they should show their status as not available in the app or contact their immediate supervisor of their status.

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Section 6
Job Descriptions

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Maywood Department of Homeland Security and Emergency Management

Chief:

The Chief of the Maywood Department of Homeland Security and Emergency Management (MDHSEM) is appointed by the Village President by and with the advice of the Village Board of Trustees.

The Chief will have direct responsibility for the organization, administration, training, and operation of the MDHSEM subject to the direction and control of the Village President as approved by statute.

Deputy Chief

The Deputy Chief is appointed by and serves at the discretion of the Chief. The Deputy Chief assists the Chief in their duties both in planning and in an operational capacity and is the Chief's second Deputy chief for the EOC CMT.

The Deputy Chief will develop an EOC training program in coordination with the Training Officer. The Deputy Chief will prepare plans and guidelines for EOC operations as well as preparing displays, equipment, and furnishings to outfit the EOC. The Deputy Chief will stock administrative supplies and equipment, develop, and maintain a schedule of testing, maintenance, and repair of the equipment used in the EOC.

The Deputy Chief is responsible for the management and coordination of EOC operations and activities.

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Commander

The Commander is appointed and serves at the discretion of the Chief. The Commander is considered by the County to be the 3rd Deputy chief of the Chief for the EOC CMT.

The Commander assists the Chief and Deputy Chief in their duties in planning, operations, and other assigned duties.

The Commander(s) is appointed by the Chief and is responsible for the training of all Officers. The Commander maintains and implements an organized training program and maintains the training records for MDHSEM and appoints assistant instructors.

The Commander has other duties as assigned i.e.

Manage all emergency operations

Responsible for the safe operation and maintenance of all department equipment and vehicles.

Responsible for the maintenance and improvement of the building.

Responsible for approving officers for vehicle training and operation.

Lieutenant

The Lieutenant is appointed by recommendation and approval of the Chief. The Lieutenant is responsible for day to day operations and the safety of the personnel and is a liaison between the officers and the upper levels of command.

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Sergeant

The Sergeant is appointed and approved by the Chief. The Sergeant is responsible for the safety of the personnel. The Sergeant is the first “officer” in the chain of command structure.

Acting Officer

The Acting Officer is a Senior officer who will be in charge until relieved by a member of the command staff and will assume the duties of the command staff.

Communications Supervisor

The Communications Supervisor (Com Sup) is appointed by the Chief and is responsible for all MDHSEM communication equipment. The Com Sup will describe any special procedures for the operation and maintenance of all communication equipment. The Com Sup and the Training Officer are responsible for ensuring the proper training of radio operations.

Officers

Officers duties are listed under General Responsibilities of Officers.

Probationary Officers

Probationary Officers (Candidates) are responsible to the Superior Officers and Officers within the Chain of Command. Candidates perform the duties as listed in the Probationary Officers section.

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Section 7
Training

Maywood Department of Homeland Security and Emergency Management Policy Manual

Training Program

The primary objective of the Maywood Department of Homeland Security and Emergency Management training program is to educate all personnel in the skills necessary to maintain the effectiveness, efficiency, and safety of MDHSEM.

The following is a list of areas that all officers must be trained in.

- Rules, Regulations, Procedures, and Policy Manual
- Building and Equipment Familiarization
- Safety
- The National Incident Management (NIMS) System
- Communications
- Traffic Control
- First Aid
- CPR
- Blood borne Pathogens
- Storm Duty
- Vehicle Operations

Each officer must successfully complete the appropriate requirements for each area which may include a written and or practical exam.

Probationary officers must complete these areas before completing the probationary period to be considered a regular member.

Additional training:

- Shelter Operations
- Emergency Operations Center
- Search, Rescue/Recovery
- Hazardous Materials Awareness

Course Coverage

Storm Duty

- Downed power lines
- Flooding

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- Sandbagging
- Chain saw operations
- Response procedures
- Severe weather monitoring

Communications

- Telephone procedures
- Radio procedures
- Dispatching
- Report writing
- Equipment operation
- Amateur radio

Safety

- Safety in and around quarters
- Safety on emergency scenes
- Safe operation of equipment
- Safe operation of vehicles

National Incident Management System

Incident Command Classes as required by NIMS compliance.

At present (2020), IS-100c; IS-200c; IS-700b; IS-800d; 300; 400

Additional Course

- FEMA Independent Study Courses

Shelter Operations

- Need for shelters
- Types of shelters
- Operation of shelters
- Outside assistance with shelters

Emergency Operations Center

- Description of EOC
- Purpose of EOC
- Operation of EOC

Traffic Control

- Procedures & tactics
- Safety procedures

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Vehicle Operations

- Map reading
- Town and vehicle familiarization
- Safe response procedures
- Vehicle placement at scenes
- Proper driving techniques
- Special vehicle operations

Search, Rescue/Recovery

- Purpose
- Procedures

Breathing Apparatus

- Types
- Terminology
- Proper use
- Donning procedures
- Testing
- Care and cleaning

Radiological Monitoring

- Purpose
- Types of Radiation
- Equipment
- Use of Equipment

First Aid

- First aid
- CPR
- Blood borne pathogens
- AED (if available in the department)

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Section 8
Firearms

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(01) Members of the Maywood DHSEM are considered to be Auxiliary Police Officers, and as such, are charged with their own safety as well as the safety of their fellow Officers. In light of the current climate of violence against any uniformed personnel at any time it is the policy of the agency to allow qualified members to carry firearms for their own defense as well as the defense of others. While such Officers are not charged with arresting any citizens for any non-forcible felonies, they are allowed to defend themselves.

Therefore:

- a. Officers who are permitted by the State of Illinois to carry a concealed firearm are hereby allowed to also carry a concealed firearm while on uniformed duty.
- b. The Officer will inform the DHSEM OIC that they are suitably armed.
- c. Officers who have successfully completed the Illinois Peace Officers 40 hour firearms training are allowed to carry a concealed firearm while on uniformed duty.
- d. An annual qualification course will be administered by a qualified range officer for any individual desiring to carry a firearm while on duty in Maywood. The record of successful passage will be maintained in the personnel records.

(02) Any Officer designated by the Police Chief as an Auxiliary member of the Police Department shall be permitted to carry a duty firearm in a belt holster while on any uniformed duty in support of the Village of Maywood.

- a. An annual qualification course will be administered by a qualified range officer for any carrying a firearm while on duty as per the policies of the Maywood Police Department.

(50 ILCS 710/0.01) (from Ch. 85, par. 514)

Sec. 0.01. Short title. This Act may be cited as the Peace Officer and Probation Officer Firearm Training Act.

(Source: P.A. 98-725, eff. 1-1-15.)

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(50 ILCS 710/1) (from Ch. 85, par. 515)

Sec. 1. Definitions. As used in this Act:

(a) "Peace officer" means (i) any person who by virtue of his office or public employment is vested by law with a primary duty to maintain public order or to make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses, and who is employed in such capacity by any county or municipality or (ii) any retired law enforcement officers qualified under federal law to carry a concealed weapon.

(a-5) "Probation officer" means a county probation officer authorized by the Chief Judge of the Circuit Court to carry a firearm as part of his or her duties under Section 12 of the Probation and Probation Officers Act and Section 24-2 of the Criminal Code of 2012.

(b) "Firearms" means any weapon or device defined as a firearm in Section 1.1 of "An Act relating to the acquisition, possession and transfer of firearms and firearm ammunition, to provide a penalty for the violation thereof and to make an appropriation in connection therewith", approved August 3, 1967, as amended.

(Source: P.A. 98-725, eff. 1-1-15.)

(50 ILCS 710/2) (from Ch. 85, par. 516)

Sec. 2. Training course for peace officers and probation officers.

(a) Successful completion of a 40 hour course of training in use of a suitable type firearm shall be a condition precedent to the possession and use of that respective firearm by any peace officer or probation officer in this State in connection with the officer's official duties. The training must be approved by the Illinois Law Enforcement Training Standards Board ("the Board") and may be given in logical segments but must be completed by a peace officer within 6 months from the date of the officer's initial employment and by a probation officer before possession and use of a firearm in connection with the probation officer's official duties. To satisfy the requirements of this Act, the training must include the following:

(1) Instruction in the dangers of misuse of the firearm, safety rules, and care and cleaning of the firearm.

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(2) Practice firing on a range and qualification with

the firearm in accordance with the standards established by the Board.

(3) Instruction in the legal use of firearms under

the Criminal Code of 2012 and relevant court decisions.

(4) A forceful presentation of the ethical and moral

considerations assumed by any person who uses a firearm.

(b) Any officer who successfully completes the Basic Training Course prescribed for recruits by the Board shall be presumed to have satisfied the requirements of this Act.

(c) The Board shall cause the training courses to be conducted twice each year within each of the Mobile Team Regions, but no training course need be held when there are no police officers or probation officers requiring the training.

(d) (Blank).

(e) The Board may waive, or may conditionally waive, the 40 hour course of training if, in the Board's opinion, the officer has previously successfully completed a course of similar content and duration. In cases of waiver, the officer shall demonstrate his or her knowledge and proficiency by passing the written examination on firearms and by successfully passing the range qualification portion of the prescribed course of training.

(Source: P.A. 97-1150, eff. 1-25-13; 98-725, eff. 1-1-15.)

(50 ILCS 710/2.5)

Sec. 2.5. Annual range qualification. The annual range qualification for peace officers and probation officers shall consist of range fire approved by the Illinois Law Enforcement Training Standards Board.

(Source: P.A. 98-725, eff. 1-1-15.)

(50 ILCS 710/3) (from Ch. 85, par. 517)

Sec. 3. The Board is charged with enforcing this Act and making inspections to insure compliance with its provisions, and is empowered to promulgate rules necessary for its administration and enforcement, including those relating to the annual certification of retired law enforcement officers qualified under federal law to carry a concealed weapon. All units of government or other agencies which employ or utilize peace officers, probation officers, or that certify retired law enforcement officers qualified under federal law to carry a concealed weapon,

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shall cooperate with the Board by furnishing relevant information which the Board may require. The Executive Director of the Board shall report annually, no later than February 1, to the Board, with copies to the Governor and the General Assembly, the results of these inspections and provide other related information and recommendations as it deems proper.

(Source: P.A. 98-725, eff. 1-1-15.)

(50 ILCS 710/4) (from Ch. 85, par. 518)

Sec. 4. The mandatory provisions of this Act apply only to these peace officers who assume their official duties after January 1, 1976.

(Source: P.A. 79-652.)

(50 ILCS 710/5) (from Ch. 85, par. 519)

Sec. 5. This Act does not apply to any home rule unit.

(Source: P.A. 79-652.)

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Annex A
Village Drug Policy

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Annex B
Village Harassment/Sexual Harassment Policy

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Annex C
Firearms Policy

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(430 ILCS 66/75)

Sec. 75. Applicant firearm training.

(a) Within 60 days of the effective date of this Act, the Department shall begin approval of firearm training courses and shall make a list of approved courses available on the Department's website.

(b) An applicant for a new license shall provide proof of completion of a firearms training course or combination of courses approved by the Department of at least 16 hours, which includes range qualification time under subsection (c) of this Section, that covers the following:

- (1) firearm safety;
- (2) the basic principles of marksmanship;
- (3) care, cleaning, loading, and unloading of a concealable firearm;
- (4) all applicable State and federal laws relating to the ownership, storage, carry, and transportation of a firearm; and
- (5) instruction on the appropriate and lawful interaction with law enforcement while transporting or carrying a concealed firearm.

(c) An applicant for a new license shall provide proof of certification by a certified instructor that the applicant passed a live fire exercise with a concealable firearm consisting of:

- (1) a minimum of 30 rounds; and
- (2) 10 rounds from a distance of 5 yards; 10 rounds from a distance of 7 yards; and 10 rounds from a distance of 10 yards at a B-27 silhouette target approved by the Department.

(d) An applicant for renewal of a license shall provide proof of completion of a firearms training course or combination of courses approved by the Department of at least 3 hours.

(e) A certificate of completion for an applicant's firearm training course shall not be issued to a student who:

- (1) does not follow the orders of the certified firearms instructor;
- (2) in the judgment of the certified instructor, handles a firearm in a manner that poses a danger to the student or to others; or
- (3) during the range firing portion of testing fails to hit the target with 70% of the rounds fired.

(f) An instructor shall maintain a record of each student's performance for at least 5 years, and shall make all records available upon demand of authorized personnel of the Department.

(g) The Department and certified firearms instructors shall recognize up to 8 hours of training already completed toward the 16 hour training requirement under this Section if the training course is submitted to and approved by the Department. Any remaining hours that the applicant completes must at least cover the classroom subject matter of paragraph (4) of

Maywood Department of Homeland Security and Emergency Management Policy Manual

subsection (b) of this Section, and the range qualification in subsection (c) of this Section.

(h) A person who has qualified to carry a firearm as an active law enforcement or corrections officer, who has successfully completed firearms training as required by his or her law enforcement agency and is authorized by his or her agency to carry a firearm; a person currently certified as a firearms instructor by this Act or by the Illinois Law Enforcement Training Standards Board; or a person who has completed the required training and has been issued a firearm control card by the Department of Financial and Professional Regulation shall be exempt from the requirements of this Section.

(i) The Department and certified firearms instructors shall recognize 8 hours of training as completed toward the 16 hour training requirement under this Section, if the applicant is an active, retired, or honorably discharged member of the United States Armed Forces. Any remaining hours that the applicant completes must at least cover the classroom subject matter of paragraph (4) of subsection (b) of this Section, and the range qualification in subsection (c) of this Section.

(j) The Department and certified firearms instructors shall recognize up to 8 hours of training already completed toward the 16 hour training requirement under this Section if the training course is approved by the Department and was completed in connection with the applicant's previous employment as a law enforcement or corrections officer. Any remaining hours that the applicant completes must at least cover the classroom subject matter of paragraph (4) of subsection (b) of this Section, and the range qualification in subsection (c) of this Section. A former law enforcement or corrections officer seeking credit under this subsection (j) shall provide evidence that he or she separated from employment in good standing from each law enforcement agency where he or she was employed. An applicant who was discharged from a law enforcement agency for misconduct or disciplinary reasons is not eligible for credit under this subsection (j).

(Source: P.A. 98-63, eff. 7-9-13; 98-600, eff. 12-6-13.)

(430 ILCS 66/65)

Sec. 65. Prohibited areas.

(a) A licensee under this Act shall not knowingly carry a firearm on or into:

(1) Any building, real property, and parking area under the control of a public or private elementary or secondary school.

(2) Any building, real property, and parking area under the control of a pre-school or child care facility, including any room or portion of a building under the control of a pre-school or child care facility. Nothing in this paragraph shall prevent the operator of a child care facility in a family home from owning or possessing a firearm in the home or license under this Act, if no child under child care at the home is present in the home or the firearm in the home is stored in a locked container when a child under child care at the home is present in the home.

(3) Any building, parking area, or portion of a building under the control of an officer of the executive or legislative branch of government, provided that nothing in this paragraph shall prohibit a licensee from carrying

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a concealed firearm onto the real property, bikeway, or trail in a park regulated by the Department of Natural Resources or any other designated public hunting area or building where firearm possession is permitted as established by the Department of Natural Resources under Section 1.8 of the Wildlife Code.

(4) Any building designated for matters before a circuit court, appellate court, or the Supreme Court, or any building or portion of a building under the control of the Supreme Court.

(5) Any building or portion of a building under the control of a unit of local government.

(6) Any building, real property, and parking area under the control of an adult or juvenile detention or correctional institution, prison, or jail.

(7) Any building, real property, and parking area under the control of a public or private hospital or hospital affiliate, mental health facility, or nursing home.

(8) Any bus, train, or form of transportation paid for in whole or in part with public funds, and any building, real property, and parking area under the control of a public transportation facility paid for in whole or in part with public funds.

(9) Any building, real property, and parking area under the control of an establishment that serves alcohol on its premises, if more than 50% of the establishment's gross receipts within the prior 3 months is from the sale of alcohol. The owner of an establishment who knowingly fails to prohibit concealed firearms on its premises as provided in this paragraph or who knowingly makes a false statement or record to avoid the prohibition on concealed firearms under this paragraph is subject to the penalty under subsection (c-5) of Section 10-1 of the Liquor Control Act of 1934.

(10) Any public gathering or special event conducted on property open to the public that requires the issuance of a permit from the unit of local government, provided this prohibition shall not apply to a licensee who must walk through a public gathering in order to access his or her residence, place of business, or vehicle.

(11) Any building or real property that has been issued a Special Event Retailer's license as defined in Section 1-3.17.1 of the Liquor Control Act during the time designated for the sale of alcohol by the Special Event Retailer's license, or a Special use permit license as defined in subsection (q) of Section 5-1 of the Liquor Control Act during the time designated for the sale of alcohol by the Special use permit license.

(12) Any public playground.

(13) Any public park, athletic area, or athletic facility under the control of a municipality or park district, provided nothing in this Section shall prohibit a licensee from carrying a concealed firearm while on a

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trail or bikeway if only a portion of the trail or bikeway includes a public park.

(14) Any real property under the control of the Cook County Forest Preserve District.

(15) Any building, classroom, laboratory, medical clinic, hospital, artistic venue, athletic venue, entertainment venue, officially recognized university-related organization property, whether owned or leased, and any real property, including parking areas, sidewalks, and common areas under the control of a public or private community college, college, or university.

(16) Any building, real property, or parking area under the control of a gaming facility licensed under the Illinois Gambling Act or the Illinois Horse Racing Act of 1975, including an inter-track wagering location licensee.

(17) Any stadium, arena, or the real property or parking area under the control of a stadium, arena, or any collegiate or professional sporting event.

(18) Any building, real property, or parking area under the control of a public library.

(19) Any building, real property, or parking area under the control of an airport.

(20) Any building, real property, or parking area under the control of an amusement park.

(21) Any building, real property, or parking area under the control of a zoo or museum.

(22) Any street, driveway, parking area, property, building, or facility, owned, leased, controlled, or used by a nuclear energy, storage, weapons, or development site or facility regulated by the federal Nuclear Regulatory Commission. The licensee shall not under any circumstance store a firearm or ammunition in his or her vehicle or in a compartment or container within a vehicle located anywhere in or on the street, driveway, parking area, property, building, or facility described in this paragraph.

(23) Any area where firearms are prohibited under federal law.

(a-5) Nothing in this Act shall prohibit a public or private community college, college, or university from:

(1) prohibiting persons from carrying a firearm within a vehicle owned, leased, or controlled by the college or university;

(2) developing resolutions, regulations, or policies regarding student, employee, or visitor misconduct and discipline, including suspension and expulsion;

(3) developing resolutions, regulations, or policies regarding the storage or maintenance of firearms, which must include designated areas where persons can park vehicles that carry firearms; and

(4) permitting the carrying or use of firearms for the purpose of instruction and curriculum of officially recognized programs, including but not limited to military science and law enforcement training programs, or in any

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designated area used for hunting purposes or target shooting.

(a-10) The owner of private real property of any type may prohibit the carrying of concealed firearms on the property under his or her control. The owner must post a sign in accordance with subsection (d) of this Section indicating that firearms are prohibited on the property, unless the property is a private residence.

(b) Notwithstanding subsections (a), (a-5), and (a-10) of this Section except under paragraph (22) or (23) of subsection (a), any licensee prohibited from carrying a concealed firearm into the parking area of a prohibited location specified in subsection (a), (a-5), or (a-10) of this Section shall be permitted to carry a concealed firearm on or about his or her person within a vehicle into the parking area and may store a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area. A licensee may carry a concealed firearm in the immediate area surrounding his or her vehicle within a prohibited parking lot area only for the limited purpose of storing or retrieving a firearm within the vehicle's trunk. For purposes of this subsection, "case" includes a glove compartment or console that completely encloses the concealed firearm or ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box, or other container.

(c) A licensee shall not be in violation of this Section while he or she is traveling along a public right of way that touches or crosses any of the premises under subsection (a), (a-5), or (a-10) of this Section if the concealed firearm is carried on his or her person in accordance with the provisions of this Act or is being transported in a vehicle by the licensee in accordance with all other applicable provisions of law.

(d) Signs stating that the carrying of firearms is prohibited shall be clearly and conspicuously posted at the entrance of a building, premises, or real property specified in this Section as a prohibited area, unless the building or premises is a private residence. Signs shall be of a uniform design as established by the Department and shall be 4 inches by 6 inches in size. The Department shall adopt rules for standardized signs to be used under this subsection.

(Source: P.A. 101-31, eff. 6-28-19.)

CHAPTER 37: DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

Section

- 37.01 Definitions
- 37.02 Establishment; composition
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- 37.04 Functions; duties
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- 37.07 Duties and authority of the Chief
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- 37.13 Immunity
- 37.14 Compensation

§ 37.01 DEFINITIONS.

Unless the context requires otherwise, the following terms will have the meaning given. All other terms shall be interpreted consistently with Federal and state statutes unless otherwise noted herein:

DHSEM. For the purposes of ***DHSEM*** and as used herein, the title “Chief,”.

DISASTER. An occurrence or threat of widespread damage, injury or loss of life or property resulting from any natural or technological cause, including, but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels, internet connectivity, and energy, explosion, riot, hostile or paramilitary action, public health emergencies, or acts of foreign or domestic terrorism (720 ILCS 5/29D-10 L)

EMERGENCY. Any natural or man caused situation that results in or may result in injury or harm to the population or widespread damage to, or loss of property, and shall also include all circumstances described in state statutes.

EMERGENCY MANAGEMENT. Includes management of emergency, public health, and disaster.

(Ord. 18-06, passed 3-21-18)

§ 37.02 ESTABLISHMENT; COMPOSITION.

(A) There is hereby created the Village of Maywood Department of Homeland Security and Emergency Management (DHSEM) (hereinafter referred to as the agency) in accordance with ILCS Ch. 20, Act 3305, §§ 1 *et seq.*, the State Emergency Management Agency Act, as may be amended from time to time.

(B) The Village DHSEM shall consist of the Chief who will manage the day-to-day operations for the village and additional members to be selected by the Chief to include a Deputy Chief of Homeland Security and a Deputy Chief of Emergency Management.

(C) The Chief under the supervision of the Mayor or his designee 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) The Chief under the supervision of the Mayor or his designee shall possess all powers and duties set forth for the Chief by statute and in this chapter, including the authority to designate emergency vehicles as proved in the Illinois Vehicle Code, ILCS Ch. 625, Act 5, § 12-215.

(E) The Village of Maywood may exercise any and all powers, rights and duties available to it under the Illinois Emergency Management Act for emergency management duties and under other non-specific standard operating procedures for Homeland Security: even if not specifically enumerated in this chapter.

(F) Field personnel and any tactical resources of the Agency will be referred to as the Department of Homeland Security and Emergency Management (DHSEM) and its liaisons.

(G) The Deputy Chief of Emergency Management will train and direct a Village of Maywood Emergency Response Team (ERT) as per Illinois Emergency Management Agency and Citizens Corp directives.

(H) Members of the Department of Homeland Security and Emergency Management will be Auxiliary Police Officers in accordance with the Village of Maywood Auxiliary Police Ordinance. The Chief of Police shall have sole discretion pertaining to the recommendation of those individuals selected to serve as auxiliary police officers.

(Ord. 18-06, passed 3-21-18)

§ 37.03 CHIEF.

(A) The Chief of the Agency shall be appointed by the Mayor, with the advice and consent of Board of Trustees.

(B) The Chief shall have direct responsibility for the organization, administration, training and operation of the Agency, subject to the direction and control of the Mayor.

(C) The Chief shall report to the Mayor or his/her designee.

(D) In the event of the absence, resignation, death or inability to serve as the Chief, the Deputy Chief shall be and act as Chief until a new appointment is made as provided in this chapter.

(E) The Mayor shall annually notify the State Emergency Management Agency of the manner of which the village is providing emergency management and identify the executive head, i.e. Chief of the agency.

(Ord. 18-06, passed 3-21-18)

§ 37.04 FUNCTIONS; DUTIES.

(A) The agency shall perform emergency management and homeland security functions as assigned as well as the responsibility for assessments of, and planning for protection, prevention, mitigation, and response to threats to critical infrastructure village officials, or persons in the village as prescribed by state (such as, but not limited to 720 ILCS 5/29D-20) and Federal statutes. It will act in concert with the State Emergency Management Agency and in accord with the National Incident Management System where applicable. The agency, in addition, shall perform functions outside the corporate limits as may be required pursuant to any mutual aid agreement, or joint cooperation with any other party pursuant to the State Emergency Management Act or any other local, county, state, Federal or tribal agency.

(B) DHSEM auxiliary police officers shall not supplant the members of the regular police department of any municipality in the performance of their assigned and normal duties, except as otherwise provided by municipal ordinance or Intergovernmental Agreement approved by the Village Board. DHSEM auxiliary police officers shall normally only be assigned to perform the following duties:

(1) To aid or direct traffic within the municipality as directed by the Chief of Police.

(2) To aid in control of natural or man-made disasters as directed by the Chief of Police.

(3) To aid in case of civil disorder as directed by the Chief of Police.

(4) Provide protection and security for elements of DHSEM in performance of their duties

(5) Assist police with transporting and processing prisoners, completing reports and entering citations into the police department computer system

(6) Enforcing ordinances

(7) Assisting with parking enforcement

(8) When it is impractical for members of the regular police department to perform those normal and regular police duties, however, the Chief of Police at his/her sole discretion may assign DHSEM auxiliary police officers to perform those normal and regular police duties.

(Ord. 18-06, passed 3-21-18)

§ 37.05 MOBILE SUPPORT TEAMS.

Mobile support teams to aid and reinforce the agency may be created pursuant to the State Emergency Management Act and shall be subject to the terms thereof.

(Ord. 18-06, passed 3-21-18)

§ 37.06 MUTUAL AID AGREEMENTS WITH OTHER CITIES.

The Chief, under the direction of the Mayor, may assist the Village Attorney in the negotiations of mutual aid agreements with other municipal corporations, political subdivisions of the state, or the Federal government. Any negotiated recommended mutual aid agreement must be approved by the Mayor and Board of Trustees.

(Ord. 18-06, passed 3-21-18)

§ 37.07 DUTIES AND AUTHORITY OF THE CHIEF.

The Chief, under the direction of the Mayor or his/her designee, shall have direct responsibility for the organization, administration, training and operation of the agency. The Chief also shall be responsible for preparing and distributing to all appropriate officials, in written form, a clear and complete statement of the emergency responsibilities of all the local departments and officials in the disaster chain of command. The Chief, with the input of each village department, shall prepare and maintain an emergency operating plan which outlines the responsibility of each village department in any type of emergency/disaster and how they will operate jointly with other village departments to combat the situation. Each village department shall comply with the plan and submit to the Chief's authority in implementing the plan in the event of an emergency or disaster. The plan is to be reviewed by the Chief annually and updated by the Chief every two years. The Chief shall be responsible for ensuring that the Agency complies with all state or federally mandated accreditation and requirements. The Chief shall have powers to conduct criminal background checks of prospective Agency employees or volunteers commensurate with those authorized to the Chief of the Police Department. The Chief shall have the authority to issue appropriate credentials, including identification cards, uniforms and badges, to employees and volunteers.

(Ord. 18-06, passed 3-21-18)

§ 37.08 LOCAL DISASTER DECLARATIONS.

(A) A local disaster may be declared only by the Mayor, or his/her interim emergency successor. It shall not be continued or renewed for a period in excess of seven days except by or with the consent of the Board of Trustees. The Chief shall present a written disaster order or proclamation to the Mayor, or his/her interim emergency successor, to

execute as soon as is practical, though it shall not be a prerequisite to the declaration of a local disaster, nor shall the failure or inability to execute a written disaster declaration impede or waive any rights under this chapter or state or Federal law. 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.

(B) The effect of a declaration of a local disaster is to activate the emergency operating plan of the village and to authorize the furnishing of aid and assistance thereunder.

(C) The Mayor may at his/her discretion also issue a declaration of an "Event of Local Significance" that may require an Incident Action Plan (IAP) to coordinate all Village resources and any mutual aid as necessary. Village Departments will assist in any planning and preparation as necessary to implement the IAP.

(Ord. 18-06, passed 3-21-18)

§ 37.09 COOPERATION.

(A) If the Governor of the state proclaims that a disaster emergency exists, or in the event of a disaster, the Agency shall cooperate fully with the State Emergency Management Agency, with the Governor and with any other municipal corporation or political subdivisions of the state or Federal government in the exercise of emergency powers as provided by law.

(B) In the event of a local disaster declaration under § 37.07, or in the implementation of any negotiated recommended mutual aid agreement under § 37.05, the Agency shall cooperate fully with any assisting municipal corporation or political subdivisions of the state or Federal government.

(Ord. 18-06, passed 3-21-18)

§ 37.10 PURCHASES AND EXPENDITURES.

(A) Funds to prepare for and meet disasters may be made available as from time to time designated by the Board of Trustees within budgetary limits.

(B) It is the Board of Trustees intent that the first recourse shall be to funds regularly allocated to the agency. If the Mayor finds that demands placed upon budgeted funds in coping with a particular disaster are unreasonably great he or she may make application for funds from the state or federal government levels. If monies available from the state or Federal government levels are insufficient and if the Mayor finds that other sources of money to cope with the disaster are not available or are insufficient he/she shall issue a call for an immediate session of the Board of Trustees for the purpose of enacting ordinances as the Board may deem necessary to transfer and expend monies appropriated for other purposes or borrow monies from the United States government or other public or private sources to the extent that the corporate authorities of the village determine that it can incur said costs. If less than a quorum of the members of the Board of Trustees is capable of convening in session to enact ordinances for the transfer, expenditure or loan of monies, the Mayor is authorized to carry out these decisions until a time as a quorum of the Board of Trustees can convene.

(C) Nothing contained in this section shall be construed to limit the Mayor's authority to apply for, administer and expend grants, gifts or payments in aid of disaster mitigation, preparedness, response and recovery.

(D) The Board of Trustees may enter into contracts and incur obligations necessary to place it in a position to effectively combat disaster emergencies, to protect the health and safety of persons, to protect property, and to provide emergency assistance to victims of those disasters. If a disaster occurs, the agency only upon consent of the Mayor or his/her interim emergency successor may exercise the powers vested under this chapter in 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.

(E) The Board of Trustees may make appropriations for emergency management operations in the manner provided by law for making appropriations for the ordinary expenses of the village.

(Ord. 18-06, passed 3-21-18)

§ 37.11 OATH OF MEMBERS.

Each person appointed to serve in any capacity in the Agency shall, before entering upon his or her duties, subscribe to the following oath, in writing, which shall be filed with the Chief:

I, _____ do solemnly swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I nor have I been a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during the time as I am affiliated with the Maywood Department of Homeland Security and Emergency Management. I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence.

(Ord. 18-06, passed 3-21-18)

§ 37.12 OFFICE SPACE.

The Mayor is authorized to designate space in a village building, or elsewhere, as may be provided for by the Mayor, for the agency as its office and equipment.

(Ord. 18-06, passed 3-21-18)

§ 37.13 IMMUNITY.

Neither the village, nor the Mayor, the Village Trustees, the Chief, or the officers, employees, volunteers or representatives engaged in any homeland security/ emergency management response or recovery activities, while complying with or attempting to comply with this chapter or any rule or regulations promulgated pursuant to this chapter is liable for the death of or any injury to persons, or damage to property, as a result of that activity. This section does not, however, affect the right of any person to receive benefits to which he or she would otherwise be entitled under this chapter under the Workers' Compensation Act, being ILCS Ch. 820, Act 305, §§ 1 *et seq.*, or the Workers' Occupational Diseases Act, being ILCS Ch. 820, Act 310, §§ 1 *et seq.* or under any pension law, and this section does not affect the right of any person to receive any benefits or compensation under any Act of Congress.

(Ord. 18-06, passed 3-21-18)

§ 37.14 COMPENSATION.

The Mayor is authorized to establish compensation for training time in accordance with ILCS. Members who are paid employees of the Village of Maywood, if called for training by the State of Illinois or The Federal Emergency Management Agency, shall receive for the time spent in such training the same rate of pay as is attached to the position held. Members who are not such village employees shall receive for time training compensation as established by the Mayor.

(Ord. 18-06, passed 3-21-18)

A line item within the Agency budget may be added to compensate the membership for emergency callouts, training hours, and Village event per diems. The Agency administrative language shall spell out the nature of the compensation. The Village Board has ultimate authority whether to appropriate funds requested.

Dear Mayor Nathaniel George Booker and Board of Trustees:

We support the proposed Code amendments to update our emergency management regulations and allow the creation of a new emergency management team in the form of the Maywood Department of Homeland Security and Emergency Management. A Maywood DHSEM would not only help enhance the well-being of our residents in times of emergency by promoting broader community engagement in preparedness; it would unify our threat management and disaster planning and training, offer trained personnel able to stand up, manage and staff an emergency operations center when necessary, and provide much needed rearguard support to the public safety departments, including public works in times of emergency. The fact that the amendments allow for development of an auxiliary police unit is an additional benefit that could serve the Village well in the future.

Sincerely,

Chief Valdimir Talley Jr.

Chief Craig Bronaugh

ATTACHMENT

6

Maywood Job Descriptions: DHSEM

Chief:

The principal executive officer of the agency nominated by the elected mayor and confirmed by the trustees, is vested with all powers necessary to carry out duties specified in ordinance, law and statute.

Drafts and maintains the Emergency Operation Plan and its Annexes.

Represents the Village in matters of Homeland Security, Emergency Management, and preparedness, so that the Maywood may better Prevent, Protect against, Mitigate, Respond to, and Recover from disasters.

Advocates for, recruits, causes to be trained, and leads all personnel of the Agency in exercise, tactical, and disciplinary matters.

Provides the strategic vision of the Agency and plans and nurtures its future growth.

Is the public face of the Agency where needed, and shapes the unified voice in matters of HSEM.

Is the driving force in creating a regime of steadily expanding exercises that will test, evaluate and improve Village responses to disaster.

Negotiates, and recommends for ratification by the elected officials, Inter-Governmental-Agreements, and Memoranda of Understanding with partners, neighboring municipalities, and higher levels of government..

Provides for budget requests and justifications thereof; to carry out the mission assigned to the Agency.

Recommended Qualifications:

Managerial experience of personnel in a military/para-military command structure,
Five years in an Emergency Management role at or a level below the commanding officer
FEMA/IEMA Professional Development Series
Possession of, or ability to acquire within the next IEMA training cycle, an Illinois
Professional Emergency Manager certificate; IPEM.
ICS 100, 200 300,400, 700, 800
Background Investigation, Fingerprint, and Driving Records Check

Deputy Chief (Homeland Security):

Serves as a responsible officer to act as Chief in his/her absence.

Provides relief for the Chief in the event of on-going operations.

Is the Subject Matter Expert on, and is responsible for, Homeland Security specific functions and training as delegated by the Chief.

Is tasked with developing all ongoing training programs, officer development and continuity of government planning.

Serves as the liaison with other Homeland Security partners in matters of information sharing and analysis.

Oversees the Threat, Hazard Identification, and Risk Assessment program of the Agency.

Conducts ongoing investigation of trends, technology, and any items of interest in carrying out the mission of the Agency.

Provides the Commander with direction on carrying out the day-to-day operations of the Agency.

Is responsible for any Incident Action Plans required to respond to any anticipated event.

Prepares and provides any necessary or requested briefings on Incident Action Plans, and any threats or relevant information that may come to the Agency's attention to Elected Officials, or other Department Heads.

Recommended Qualifications:

Managerial experience of personnel in a military/para-military command structure,

Three years in a Homeland Security role at, or a level below, Deputy Chief

Prior Law Enforcement role a plus

FEMA/IEMA Professional Development Series

Possession of, or ability to acquire within the next IEMA training cycle, an Illinois

Professional Emergency Manager certificate; IPEM.

ICS 100, 200 300,400, 700, 800

Background Investigation, Fingerprint, and Driving Records Check

Public Information Officer:

Provides for unified and efficient messaging of the Agency to the Elected Officials, other Agencies, and the residents.

Responds to queries from Elected Officials regarding Agency operations and serves as the Agency representative in any Joint Information Centers.

Briefs the Chief and or his/her designee on the unified message to be conveyed, and any questions likely from media or interested parties during any media availabilities.

Crafts the overall plan for media briefings including physical layout, background, and any "talking points" that will assist in providing the most beneficial outcome for the Agency and Village.

Serves as the focal point for the "social media" presence of the Agency including ongoing publicity, information, and outreach to village residents, groups and other interested parties.

Recommended Qualifications:

Experience operating in a military/para-military command structure,

Three years in an Emergency Management role.

Basic and Advanced PIO certifications a plus

FEMA/IEMA Professional Development Series

Possession of, or ability to acquire within the next IEMA training cycle, an Illinois

Professional Emergency Manager certificate; IPEM. also a plus

ICS 100, 200, 700, 800

Background Investigation, Fingerprint, and Driving Records Check

Commander:

Serves as the day-to-day Operations Officer of the Agency.

Carries out the direction of the Deputy Chiefs.

Provides relief to the Deputy Chief/s in the event of ongoing operations.

Manages personnel and staffing assignment on an on-going basis to allow for the continuing mission of the Agency.

Provides direction and information sharing with the Captains on an ongoing basis.

Resolves any issues relating to vehicle, and or resource assignment for any operations.

Receives, reviews and files the Captain's reports on activities completed. Prepares summaries for the Deputy Chiefs by division.

Assures that information regarding hours worked and resources expended is accurate and reported.

Serves as the conduit for conveying any information up or down the Chain of Command in briefings, situation reports, and Activity or Incident Reports.

Fulfills the Point-of-Contact function for citizen comments or complaints regarding operations.

Recommended Qualifications:

Managerial experience of personnel in a military/para-military command structure,

Three years in a Emergency Management role at, or a level below, Commander

FEMA/IEMA Professional Development Series

ICS 100, 200 300,400, 700, 800

Background Investigation, Fingerprint, and Driving Records Check

Captain (Homeland Security/Emergency Management):

Is responsible for all officers and equipment assigned to the specified division of the Agency.

Serves as the Incident Commander for Agency resources deployed.

Assures accountability of location and activity of officers on any detail through the Lieutenants and Sergeants assigned.

Fulfills the role of Safety Officer to protect the Officers assigned to any detail and assures that any protective equipment required is issued, and deployed in an effective manner.

Is an advocate for the Officers assigned, as well being a fair umpire for disputes arising on any detail.

Communicates clearly the Commander's Intent to all Officers assigned, and what is expected of them. Asks questions if he doesn't understand.

Provides for needs of Officers assigned especially on any prolonged operations, especially relief and rotation of posts if possible.

Collects and reviews reports submitted from the Lieutenants, Sergeants or Officers, and assures that they are submitted in a timely fashion. Creates a Captain's report for the Commander outlining activities performed on a regular basis.

Recommended Qualifications:

Managerial experience of personnel in a military/para-military command structure,

Three years in a Emergency Management role at, or a level below, Captain

FEMA/IEMA Professional Development Series

ICS 100, 200 300,400, 700, 800

Background Investigation, (Fingerprint depending on role), and Driving Records Check

Lieutenant (Homeland Security/Emergency Management):

Is responsible for all officers and equipment assigned to the company of the specified division the Agency.

May serve as the Incident Commander for Agency resources deployed.

Assures accountability of location and activity of officers on any detail through Sergeants assigned.

Fulfills the role of Safety Officer to protect the Officers assigned to any detail and assures that any protective equipment required is issued, and deployed in an effective manner.

Is an advocate for the Officers assigned, as well being a fair umpire for disputes arising on any detail.

Communicates clearly the Commander's Intent to all Officers assigned, and what is expected of them. Asks questions if he doesn't understand.

Provides for needs of Officers assigned especially on any prolonged operations, especially relief and rotation of posts if possible.

Collects and reviews reports submitted from the Sergeants or Officers, and assures that they are submitted in a timely fashion.

May be assigned as an Equipment Lieutenant responsible for issuing, tracking, and recovering any individual equipment provided to any Officer.

May be assigned as a training Officer to provide for ongoing instruction.

Recommended Qualifications:

Managerial experience of personnel in a military/para-military command structure,

Three years in a Emergency Management role at, or a level below, Lieutenant

FEMA/IEMA Professional Development Series

ICS 100, 200 300, 700, 800

Background Investigation, (Fingerprint depending on role), and Driving Records Check

Sergeant (Homeland Security/Emergency Management):

Is responsible for all officers and equipment assigned to the platoon of the specified company of the Agency.

May serve as the Incident Commander for Agency resources deployed.

Assures accountability of location and activity of officers on any detail.

Fulfills the role of Safety Officer to protect the Officers assigned to any detail and assures that any protective equipment required is issued, and deployed in an effective manner.

Is an advocate for the Officers assigned, as well being a fair umpire for disputes arising on any detail.

Communicates clearly the Commander's Intent to all Officers assigned, and what is expected of them. Asks questions if he doesn't understand.

Assures that records of any activity are promptly completed and submitted, including any equipment used or expended.

Provides for needs of Officers assigned especially on any prolonged operations, especially relief and rotation of posts if possible.

May be assigned as Motor Pool Sergeant responsible for the care and maintenance of the vehicle fleet.

May be assigned as Equipment Sergeant responsible for the care and maintenance of any common equipment.

Recommended Qualifications:

Managerial experience of personnel in a military/para-military command structure,

Two years in a Emergency Management role at, or a level below, Sergeant

ICS 100, 200 300, 700, 800

Background Investigation, (Fingerprint depending on role), and Driving Records Check

Officer:

Is responsible for the safe and efficient operation of the Agency and as such has the ultimate responsibility for carrying out the Commander's Intent.

Must ask questions if they do not understand what is expected of them.

Must be accountable for their actions, must stay where they are assigned, and communicate clearly any problems that they have.

Must operate in a safe manner at all times, and use required equipment as directed and designed.

Must communicate with members of the public with respect and treat them with the dignity that they deserve

Must also be fully aware of their own surroundings and the actions of the public in their vicinity.

Recommended Qualifications:

Experience operating in a military/para-military command structure a plus,

ICS 100, 200, 700, 800

Background Investigation, (Fingerprint depending on role), and Driving Records Check



Village of MAYWOOD

POLICE DEPARTMENT



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

June 23, 2021

To: Mrs. Chasity Wells-Armstrong
Maywood Village Manager

From: Valdimir Talley, Jr. 
Maywood Chief of Police

Ma'am:

The attached proposal is being forwarded to your attention for consideration and for submission to the Village Board Workshop Meeting which is scheduled to begin 10:00 am on June 26, 2021.

MPD Proposal #11

On June 11, 2021, the Maywood Police Department (MPD) delivered a presentation to the community at an event hosted by Mayor Nathaniel George Booker, and regarding the reimagining of public safety. Not all of our Village Board of Trustees could attend this event. Staff anticipates there may be questions about public safety at the workshop and submits this proposal to update and respond to Board questions.

A presentation has been prepared and should not take more than ten minutes. I would be available to respond to Board questions. Thank you for your support.

Attachments

cc: File Community Policing

President Barack H. Obama is quoted as saying “[H]ope is not blind optimism. Hope is that thing inside us that insists...that something better awaits us if we have the courage to reach for it and to work for it and to fight for it.”

As a resourceful community, we had reduced crime rates. Reducing violence is not accomplished by policing alone. We want to use a well-rounded community model which will take the entire community’s efforts to improve the entire community. The Maywood Police Department is committed to serving, protecting, and locking arms with all community members to reduce crime and improve our community. It takes the Village to continually reduce crime.

Last Year v Current Year

Community Block Festivals

These festivals are meant to draw neighbors out of their homes so they can meet and engage with one another. In Maywood, the festivals are the beginning of building trust and love within our community. Since the pandemic, many families have moved into our community and may not have had the opportunity to meet and socialize with their neighbors. Children need to socialize to build friendships. Neighborhood friendships last a lifetime and build community for years to come. Neighbors are the pillars of a strong community. Last year Trustee Isaiah Brandon conducted “Pop-up” block club events but they were limited due to COVID-19. These events took place in areas of high criminal activity.

MPD is advocating for these events to continue this year with an increase in frequency. Staff recommends Pop-up Festival to take place block by block at 5th avenue, 9th avenue, 20th avenue, or off Randolph, off Washington, and off Madison by Irving Middle School.

Block Clubs

8th Avenue has a strong block club from the 1900 block to the 2100 block. The neighbors look out for one another and this looking out helps to reduce crime. The community festivals can be a springboard to implementing more block clubs. Last year, due to the pandemic, block clubs did not meet. This year the Community Resource Liaison will be attending any scheduled meetings and will encourage block club leadership to assist the Village with block club recruitment.

Community Development

The multiple departments working within Community Development all work together to bring in more businesses so members of the community have somewhere nearby to work. Having a job decreases the need to be involved in criminal activity. Last year due to COVID-19, Community Development could not be requested to support National Night Out. This year, MPD will be requesting Community Development to staff a table at the event.

Community Liaison

A liaison who engages with all community members and organizations to emphasizes the police department’s goals to protect and serve with an emphasis on service. Last year, the Liaison could not coordinate a National Night Out due to the pandemic. This year, the liaison is coordinating the event to include aspects for mental health.

Jobs for Youth

Young people want to earn money. Summer jobs and part-time jobs during the school year can keep them busy and engaged. By working, young people may learn the relevance to their education and perform better in school. These jobs will help them develop skills to be employed in the future. The goal is for their skills to translate to service back to the Village. Last year, MPD could not hire any youth. This year, MPD will have four (4) young people hired to help with Department projects and to help them become productive citizens.

Park District Programs

We have a good park district that is willing to offer both indoor and outdoor programmatic. Programming was limited due to COVID. Now, we must build programming and promote it within the community. While marketing to every home may be an expensive proposition, there may be less expensive mailer alternatives which may be coupled with a "robocall" or newer technology to the community. We want our children to have activities with the opportunity to socialize, which may build conflict resolution skills. If children have conflict resolution skills, they are less likely to hurt or kill someone. Last year MPD only partnered with the Park District on major event days. This year, MPD will be working with the Mayor's initiative at mentoring young people.

Police Officers


While the National public outcry may want to defund the police, we need more officers to provide service and be visible within our community. Visibility deters criminal activity. Our officers will be focused on serving and engaging with our community through a community policing model established by the Village Board in 1998. If we build better relationships with the community, we will have more sources of information. Last year community engagement occurred via "ZOOM" or "WebEx" platforms. This year, with the State being in Phase V, MPD is having all Executive staff cut away time to increase patrol numbers and visibility. Additionally, the Department is vying for a hiring grant which would have a minimal impact on the Village's overall budget.

Mental Health Measures

The MPD has an in-house social worker to assist and aid with trauma for our citizens. Last year, MPD partnered with Youth Crossroads to assist children who may be victims of crimes or experiencing trauma. The program is entitled "Handle with Care" and it is an initiative that provides school personnel with a discreet notice when a student has been involved in and identified at a traumatic event in the community. Designated school personnel would then email the message "Handle Joe Smith with care" to appropriate in-school people (teachers, nurse, social worker, etc.) that interact with the student to help them become aware, more sensitive, patient and attentive to Joe Smith. This year, MPD is partnering with Cook County in a "Deflection" activity to keep minor drug offenders out of the criminal justice system and help them to access needed services. This partnering should result in a reduction of burglaries.

Reimagining Public Safety


Maywood Police Department's Commitment to Policy, Accountability, Governance and Resources



The logo for the Maywood Police Department is a shield-shaped emblem. At the top, the word "POLICE" is written in large, bold, red letters, with "MAYWOOD, IL" in smaller blue letters below it. The central part of the shield features a stylized American flag on the left and a torch with a flame on the right. The words "VILLAGE OF ETERNAL LIGHT" are written in red, curved letters along the bottom edge of the shield.

1

Community Policing



A collage of six photographs illustrating community policing activities. Top left: A police officer in uniform is talking to a woman in a dark jacket and a man in a dark jacket, who are looking at a map or document. Top middle: A man in a white jacket stands with his arms outstretched on a stage, flanked by two children in white t-shirts. Top right: A police officer stands next to a dark SUV with "MAYWOOD" on the side, with two children in front of him. Bottom left: A person in a blue jacket is riding a bicycle on a paved path. Bottom middle: A police officer in uniform stands in front of a wooden wall with a circular seal that says "MAYWOOD 1884". Bottom right: A group of about ten people, including police officers and community members, are posing for a group photo in a hallway.

2

Community Policing and Activies

- MAPS/MAPS Jr.
- Ring app
- Maywood Block Club
- Mobile Vaccines
- Safe summer
- MPD eNews Update-communications-social media
- Community Resource Liaison



3

Police Accountability & Investment



4

Police Accountability & Investment

- Police Presence
- Explorers and other youth engagement
- Active shooter trainings and etc
- Grant achievements for body cams, radios, license plate readers, LPR and other equipment
- Civic app
- Active Shooter Preparedness



5

Trainings and Preparedness

The policy of the Maywood Police Department is to develop, support and advance the skills and knowledge of all its employees during training. The department acknowledges the importance of a well developed and efficient training support system for employees of MPD.

During the 2021 year, officers and civilian staff received both in-house and off-site training in the following areas:

6

Trainings and Preparedness

- Mental Health Awareness for Law Enforcement
- Incident Command for Improved Patrol Response
- Dignitary Protection Specialist
- Court Smart April 2020 Monthly Law Update
- Chapter 720: Illinois Criminal Code Review
- Lead Homicide Investigator Course
- Physical Security for Government Facilities
- Interviewing Children
- Career Survival for the Female Law Enforcement Professional
- Fair and Impartial Policing Through Cultural Competency
- National Child Passenger Safety Training
- Addressing and Fighting Fraud Training
- Implementing a Social Media Strategy for Law Enforcement
- Proper Lock-up Procedures for Female Arrestees by Female Personnel
- Report Writing for Patrol Officers
- 40-Hour Gang Enforcement Skills Program
- John Reid Advance Interviews and Interrogations
- Developing and Managing Informants
- Concealed Compartments in Vehicles
- Physical Surveillance for Law Enforcement
- Asset Forfeiture Seminar
- Teen Sexting
- Suicide Prevention and Suicide Intervention
- Calm is Contagious
- Search Warrants and Social Media

7

Police Activity 2020 vs. 2021

Police Activity	2020	2021	%s
Homicides	17	4	25%
Domestic Violence	205	63	30.7%
Overdoses	57	6	11%
Aggravated Battery	38	15	39%
Suicides	3	0	0%
Vehicle Hijacking	25	6	24%

8

Summary Page

We can ameliorate our community through:

- Including a variety of stakeholders.
- Developing strategies for gathering useful feedback.
- Creating shared accountability for a planned success.
- Dealing with common challenges together.

9

Thank You!



Questions?



10

DEPARTMENT MEMORANDUM

Date: June 14, 2021
To: Office of the Finance Department
From: Office of the Fire Chief *CLAS*
Re: Home Improvements USA Invoice

The attached invoice (from Home Improvements USA) is for the cost of roofing materials to be used in the construction / installation of a new metal roof over the apparatus bay floor of Fire Station No 1. This construction project was recently approved by the Village Board of Trustees (6/1/2021). Unless I am to be corrected, the cost for this project is to involve the Madison TIF Fund. In the event of any questions or directions, the Office of the Finance Department has my full attention.

CC; C 2
File

CHECK REQUEST FORM

CHECK RECIPIENT:

Home Improvements USA, Inc.

ADDRESS:

480 Industrial Dr.

CITY/STATE/ZIP:

Naperville, IL 605633934

AMOUNT OF CHECK:

\$ 55,650.00

EXPENSE ACCOUNT:

MADISON TIF

TAX ID #

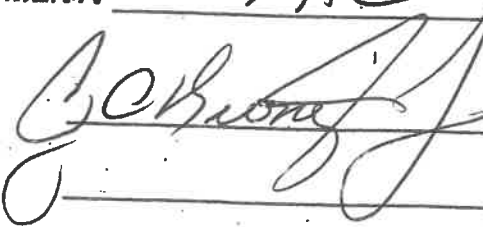
PURPOSE FOR REQUEST:

Payment for Materials to
to be used for the installation
of a new roof over the apparatus
bay floor of Fire Station No. 4

SUBMITTING DEPARTMENT:

Fire

AUTHORIZATION:



DATE 6/14/2024

FINANCE DIRECTOR:

DATE / /

VILLAGE MANAGER:

DATE / /

PLEASE ATTACH SUPPORTING DOCUMENTATION

ADDITIONAL REQUEST _____

Home Improvements USA, Inc.
 480 INDUSTRIAL DR
 NAPERVILLE, IL 605633934
 630-420-7619

Invoice 8949



BILL TO

Craig Bronaugh Jr-Fire Chief
 Maywood Fire Dept.
 700 St. Charles Rd
 Maywood, IL 60153

DATE
 06/10/2021

PLEASE PAY
 \$55,650.00

DUE DATE
 07/10/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Contract Deposits	Customer Deposit on Job	1	55,650.00	55,650.00

Customer is responsible for 1.5% interest on unpaid balance as well as any and all charges and/or legal fees sustained by Home Improvements USA, Inc. in an effort to collect monies owed.

TOTAL DUE

\$55,650.00

THANK YOU.

RECOMMENDED TO BE PAID

DATE: June 14, 2021

DEPT HEAD: [Signature]

EXPENSE ACCT: _____

PO# _____

MEMORANDUM

Date: May 26, 2021
To: Office of Interim Village Manager Lanya Satchell
From: Office of the Fire Chief *CAB*
Re: Apparatus Floor Roof Replacement Proposal for Fire Station No. 1

Included with this Memorandum is the Proposal / Quote from Home Improvements USA (to replacement the Roof over the Apparatus floor at Fire Station No. 1). As you may recall, due to the conditions the roof currently in place at this location, expensive repairs have been made several times over the last couple of years. The reconfiguration of the roof's structure, any necessary replacement of plywood and the installation of metal decking of the entire roof over the area of discussion will eliminate the ceiling leaks and all other problems and risks of damage to the vehicles stationed in the firehouse. This project is in the current fiscal budget. Can this item please be added to the upcoming Village Board of Trustees Meeting Agenda? Can you please let me know if there are questions or additional information is necessary?

Thank you in advance.

CC; File



480 Industrial Drive #108
 Naperville, IL 60563
 Office: 630-420-7619
 Fax: 630-428-2872

On Behalf of Home Improvements USA, I would like to thank you for the opportunity to give you a price for the following work. The following scope of work will outline the procedures we will follow.

-This order is made 11/3 20 20 Purchaser(s) Name: Craig Bronaugh Jr - Fire Chief Maywood Fire Dept
 Address: 700 St Charles Rd City: Maywood State: IL Zip: 60153
 Home Phone: _____ Work/Cell Phone: 708-308-8891 E-mail: captainwade210@yahoo.com

Home Improvements USA agrees to provide all labor and material according to the following specifications and contract terms, on the premises located at: Same

For all jobs we will: 1. Obtain a certificate of insurance 2. Schedule all waste removal, disposal, and recycling. 3. Determine areas of protection that are needed. 4. Obtain and use dumpster for removal of all debris from site. 5. Clean up all debris on a daily basis. 6. Replace all roofing that was removed on the same day. 7. Provide all necessary permits. 8. Complete a project area clean up and all debris will be legally disposed. 9. Remove all equipment, left over materials and project site protection. 10. Complete a post job project site inspection. 11. Schedule with local units of government for final inspection and acceptance if required. 11. Schedule with manufacturer for final approval and acceptance of manufacturer warranty if required. 12. Install ice & water shield to code.

Roofing	Style: Turtle Shell Metal Roof	Color: Brown				
Warranty: Home Improvements USA 5 year Labor Warranty & 50 year Transferrable Manufacturer's Warranty Warranties will be provided upon receipt of final payment.						
Remove, Tear Off, Haul & Dispose	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> All <input type="checkbox"/>	Layers 1				
Install Slant Back vents	Where Applicable	Center front side of building only				
Install ridge Vent	Where Applicable	Color				
Install Bathroom Vents	Where Applicable	Color				
Install "W" Valley Flashing	Where Applicable	Color				
Ice & Water Shield	Center Front side of building only					
Install Gutter Cap	Whole <input type="checkbox"/> Partial <input type="checkbox"/>	Partial: Color				
5" Seamless Gutters	Yes <input type="checkbox"/> No <input type="checkbox"/> All <input type="checkbox"/>	Color:				
Downspouts	Yes <input type="checkbox"/> No <input type="checkbox"/> All <input type="checkbox"/>	Qty: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td>2x3</td><td><input type="checkbox"/></td></tr><tr><td>3x4</td><td><input type="checkbox"/></td></tr></table> Color:	2x3	<input type="checkbox"/>	3x4	<input type="checkbox"/>
2x3	<input type="checkbox"/>					
3x4	<input type="checkbox"/>					

Additional Comments: Remove, haul off and disposed of existing shingles and installation of new high temp ice and water shield, Turtle Shell shingles and roof accessories package on front side center section of building only. Install new 3/4" plywood where needed \$178.00 / sheet. We will leave existing flu stacks. We will also install new edge venting on 6 areas.

Exclusions: Additional Work will be charged at a rate of \$75 per man per hour + costs of materials and executed by previously consented written change only. Additional Plywood/boards will be charged at \$59 per 4x8 sheet. Home Improvements USA is not liable to damages to landscaping. Satellite dishes and antennas are the responsibility of the owner to have a certified technician to realign the equipment if it is removed from roof or side of building during the tear-off phase at the owner's expense. DISCLAIMER: Home Improvements USA is not responsible for any damage to building, dwelling or personal property from subsequent weight reduction that occurs atop building during tear off phase of project from general project vibration and/or shaking of building. Project scheduling is contingent upon weather. Tuck pointing of any kind can in no way become any part of this contract. If there is a default in payment, the client shall assume responsibility for all collection and legal fees necessitated by default payment. In the event that legal action is necessary, the matter will be resolved in DuPage county Court of Illinois. Prejudgment interest of 10% will be incurred by the client annually.

This price is good for 30 days from the date of this proposal, any work not indicated may not be included. Please contact your representative with any questions.

Method of Payment Cash Financing Check # _____
 Credit Card # _____
 Exp Date: _____ V Code: _____

Buyer(s) agree to pay for this order as follows:

Cash Price \$ 115,650.00
Deposit (with order) \$ 55,650.00
Balance Payable Upon Completion \$ 60,000.00

Balance To Be Paid By Check CC Cash

***There will be a \$30 monthly finance charge for any payments not received per contract terms. Also a service charge of \$25 for NSF checks.*

NOTICE TO BUYER

1. Do NOT sign this order before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of this order. 3. This order is subject to all of the items set forth on the front and reverse side. By executing this instrument, buyer(s) agree to terms and conditions. 4. Buyer(s) acknowledge receipt of a true and completed copy of this order.

NOTICE OF CANCELLATION

You the buyer(s) may cancel this contract at any time prior to midnight



(630) 686-7463 (tel:2142154830)

WHY CHOOSE METAL ROOFING

LONG LASTING METAL ROOFS THAT HAVE YOU COVERED!

Home (<https://www.turtleshellroof.com/>) » Metal Roofing (<https://www.turtleshellroof.com/metal-roofing/>) » Why Choose M.

Why Choose Metal Roofing?

What are the benefits of metal roofing?

Metal roofing is energy efficient, recyclable, long lasting, and beautiful

Turtle Shell metal roof panels are an eco-friendly alternative to asphalt shingles and metal roofing is the obvious choice w and durability. Turtle Shell metal roof panels can be installed over existing shingles, turning your existing roof into anothe impact, saving you money on heating and cooling, and eliminating the cost of tear off and disposal. Conventional roofing i an estimated 20 billion pounds of waste to U.S. landfills annually. Metal roofing is recyclable, so choosing metal roofing i environment.

Metal roofing is longer lasting than asphalt shingles; your neighbor's are likely to reroof using asphalt shingles 2 to 4 time roofing is durable; resistant to cracking, shrinking, hail, fire and extreme weather. Turtle Shell metal roof panels may be th price to asphalt shingles; to accurately gauge price equivalency you would need to multiply the cost for a new asphalt 3 ti to a quality Turtle Shell metal roof.

By installing a metal roof you are making an investment in your home. Not all home investments are the same. Installing : According to Remodeling Magazine metal roofs recoup an average of 85.9% of initial purchase costs on resale and Turtle buyers understand the value of metal roofing.

147



(630) 686-7463 (tel:2142154830)

METAL ROOF FAQ

LONG LASTING METAL ROOFS THAT HAVE YOU COVERED!

Home (<https://www.turtleshellroof.com/>) » Metal Roofing (<https://www.turtleshellroof.com/metal-roofing/>) » Metal Roof FAQ

Metal Roofing: Frequently Asked Questions

What makes a Turtle Shell metal roof unique?

Our team at Turtle Shell Roofing engineered a unique granule-coated aluminum roofing product, to offer you the best balance of performance and aesthetic.

Are aluminum roofs new?

The first recorded aluminum roof dates back the 1890s and was installed in Sydney, Australia. It is still in good working condition today.

Do I need to tear off my existing roof to install Turtle Shell Roofing?

In most cases, no! Turtle Shell Roofing is light enough to install over your existing roofing.

Will my metal roof look too shiny or strange?

No! We coat our aluminum roofing product in the same granules that coat traditional asphalt shingles. You get all of the look and design of asphalt shingles.

Are metal roofs energy efficient?

Metal roofs have unbeatable energy efficiency savings. Your heating bill and cooling bill will both drop noticeably with a metal roof and emissivity from a properly installed metal roof.

MEMORANDUM

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

FROM: Michael T. Jursik

DATE: May 26, 2021

RE: Feasibility Studies for New Tax Increment Financing (TIF) Districts

As the Village Board discussed in 2020 while considering the 12 Year Term Extensions for the Madison Street/Fifth Avenue TIF District and for the Roosevelt Road TIF District, there are areas of the Village of Maywood ("Village") that are likely eligible to have new TIF Districts formed in order to provide an additional revenue source to fund certain conditions, such as blight, code violations, obsolete land uses, adverse environmental conditions, and infrastructure improvements or repairs (e.g., alleys, water mains, streets and storm water drainage improvements). There are portions of the former St. Charles Road TIF District that were not redeveloped nor benefitted from TIF-assistance, which may now be ripe for redevelopment with TIF-assistance.

The Village Engineer will provide a couple maps at the June 1, 2021 Village Board Meeting to visually show proposed areas that are ripe to form TIF Districts to address the blighted conditions, code violations, obsolete land uses, adverse environmental conditions, and infrastructure improvements or repairs. I will provide an overview of TIF financing at the June 1, 2021 Village Board Meeting based on the enclosed PowerPoint entitled "TIF TIPS: Getting The Most Out Of Your TIF District", which was presented at the 2019 IML Annual Conference.

In order to move forward with formation of one or more new TIF Districts, the Village would have to engage its TIF Consultant Kane, McKenna and Associates, Inc. to perform feasibility studies for the proposed new TIF District areas. If the Village Board desires to move forward in this manner, then letters of engagement with Kane, McKenna and Associates, Inc. will be presented at the next Village Board Meeting

If there are any questions, please contact me.

Mike

Enclosure

cc: Gwaine Dianne Williams, Village Clerk (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
Bill Peterhansen / Mark Lucas, Village Engineer (w/ encl.)
Michael A. Marrs, KTJ (w/ encl.)

Illinois Municipal League 2019 Annual Conference

September , 2019

TIF TIPS: Getting The Most Out Of Your TIF District

Presented by: Michael T. Jurusik

Email: mtjurusik@ktjlaw.com

Office Phone: 312-984-6400

KTJ

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

#417989v1

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- I. TIF OVERVIEW
- II. TIF ELIGIBLE EXPENSES
 - A. JOB TRAINING
 - B. P3s: Public Private Partnerships
 - C. Intergovernmental Cooperation Projects
- III. MAXIMIZE TAX INCREMENT
- IV. PORTABILITY OF FUNDS
- V. LIBRARY PATRON FEE
- VI. EXTENSION OF TIF DISTRICT 23 YEAR TERM / 35 YEAR TERM
- VII. CLOSE OUT AND WIND DOWN PROCESS

I. TIF Overview



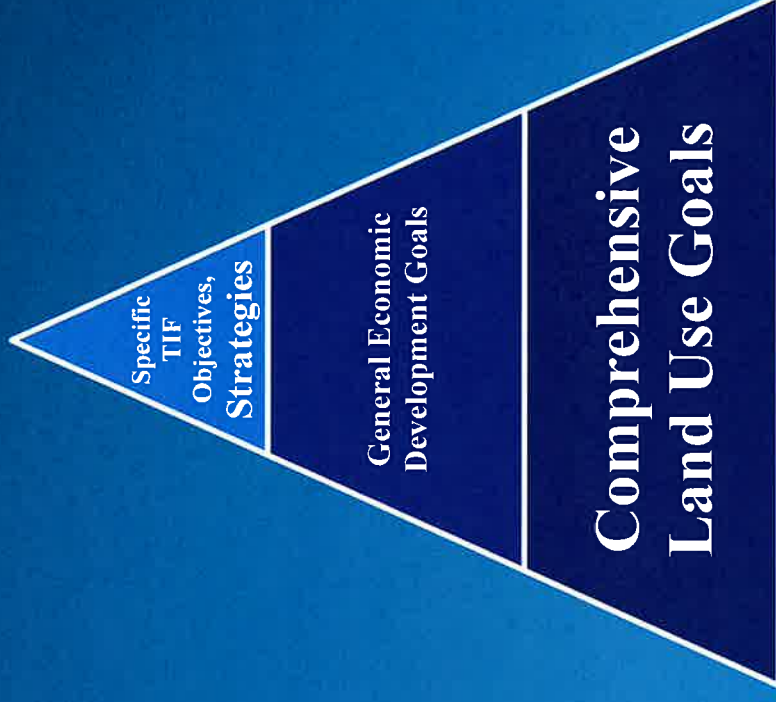
TIF Overview

- Tax Increment Allocation Redevelopment Act (“TIF”) was adopted by the Illinois General Assembly in 1977.
- TIF is a “financing tool” for municipalities to:
 - Assist with restoring and revitalizing economically depressed areas or areas that lack adequate infrastructure to be economically viable or are a public health detriment to the community.
 - Stimulate private and public improvements and investment in declining or problematic areas of the community.
 - Dedicate a funding source to finance redevelopment programs and projects. 65 ILCS 5/11-74.4-1 *et seq.*

TIF Overview

What is Tax Increment Financing (TIF)

- TIF is a technique which utilizes future tax revenues to stimulate new private investment in redevelopment areas
- Not a tax
- Redistribution of tax revenues to be used in the TIF District
- Tool to leverage public investment



TIF Overview

- A “tax increment” is the difference between the amount of property tax revenue generated before TIF District designation and the amount of property tax revenue generated after TIF District designation.

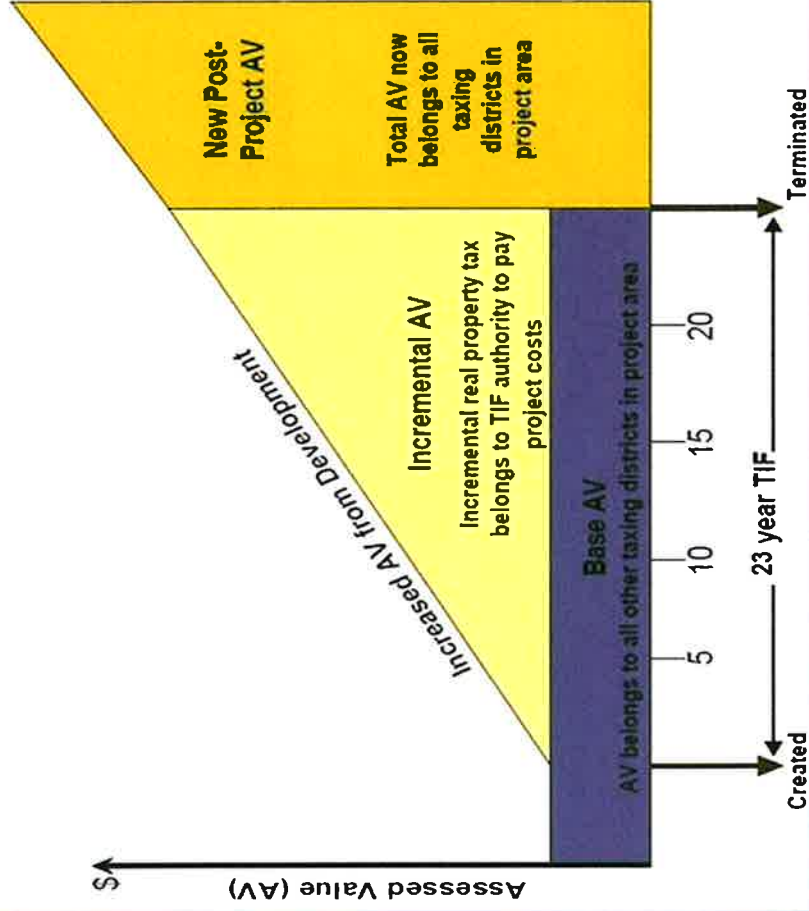
- Establishment of a TIF District does not reduce property tax revenues available to the overlapping taxing bodies.

- Property taxes collected on properties within the TIF District at the time of its designation continue to be distributed to the school districts, county, community college and all other taxing districts in the same manner as if the TIF District did not exist.

- Only property taxes generated by the incremental increase in the value of those properties after that time are available for use for TIF purposes.

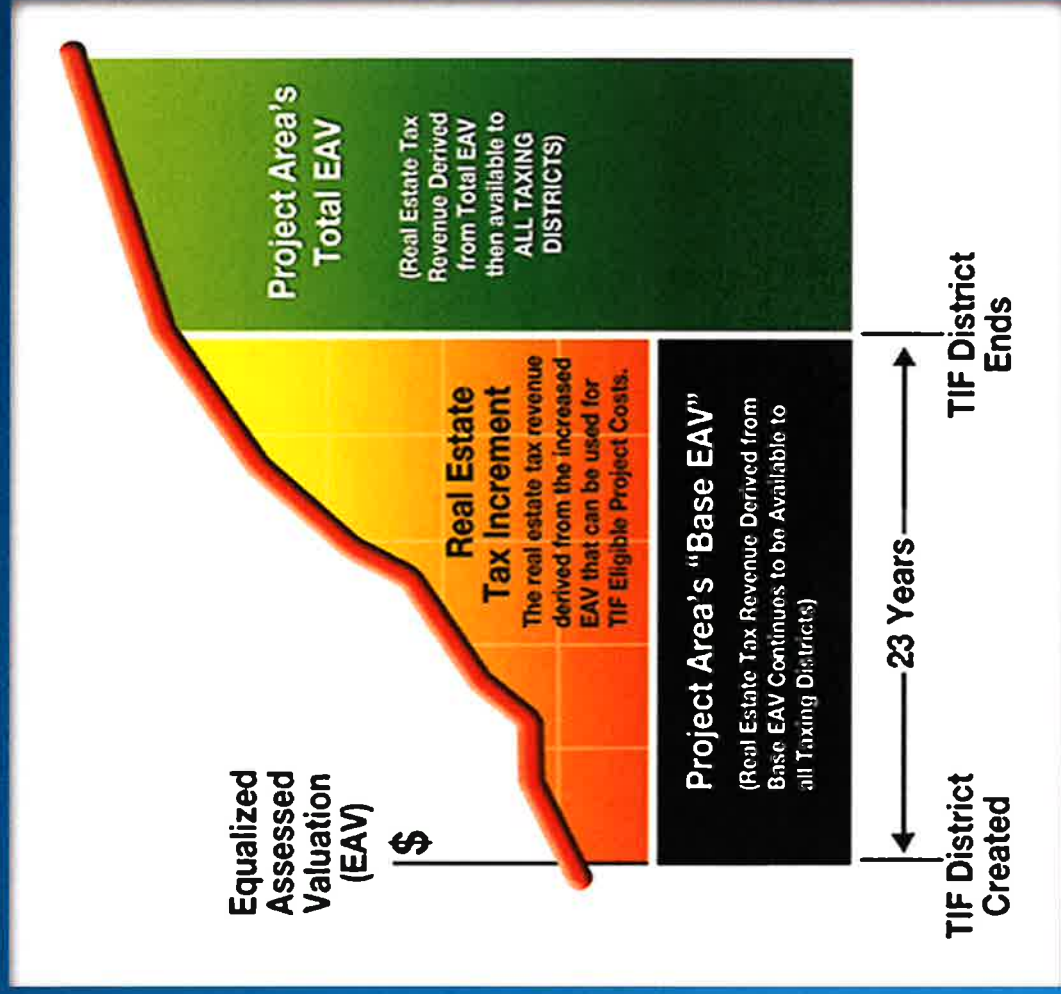
Tax Increment Example:

TIF Assessed Value (AV) Over Project Life



TIF Overview

- The maximum life of a TIF District is 23 years. A TIF District can be extended for another 12 years, but an extension requires an act of the State Legislature.
- When the TIF District ends and the municipality's obligations regarding both public and private redevelopment projects within the TIF redevelopment area are fully repaid, property tax revenues are again shared by all the taxing bodies.
- All taxing bodies then share the expanded tax base which is the growth which would not have been possible without the utilization of TIF financing.



TIF Overview

TIF involves splitting property tax revenue generated from properties within the TIF District into two components or “buckets”:



Bucket for Base Revenues – For All Local Governments / Taxing Districts #417989v1



Bucket for Incremental Revenues – For Redevelopment within the TIF District

TIF Overview

Areas designated as TIF Districts

- 65 ILCS 5/11-74.4-3
- Blighted Areas
- Conservation Areas
- Industrial Park Conservation Areas
- Intermodal Transportation Facilities
- “But for” designation of the area as a TIF District, i.e., development of the area will not occur absent TIF funding or incentives

TIF Overview

- Funding Options for TIF District Economic Incentives
 - “Pay-As-You-Go” TIF District
 - Increment Generated Over Time Pays for TIF Incentives
 - “Bonded” TIF District
 - Bonds are issued so cash is immediately available to pay for TIF-eligible redevelopment project costs
 - TIF Districts can have both “Pay-As-You-Go” and “Bonded” economic incentives

TIF Overview

- "Pay-As-You-Go" TIF District
 - Village will only expend TIF incremental revenues once it has received them from the incremental property taxes generated by a project from increased EAV on a property and only proportional to those funds generated.
 - Example: A private project must first increase the EAV on a property (i.e., construct a building) and pay property taxes before the developer gets paid TIF funds for TIF-eligible project costs.

TIF Overview

- “Bonded” TIF District
 - In order to begin construction on new improvements (e.g., alley, street and drainage projects) within the TIF District immediately, the city may sell bonds secured against the TIF revenues expected to be paid to the TIF special fund over its lifetime.
 - Over time, tax incremental revenue from property tax payments flow into the TIF special fund and is used to pay annual debt service payments for the bonds.

II. TIF Eligible Expenses



TIF Eligible Expenses

What Can TIF Incremental Revenues Be Spent On?

- 65 ILCS 5/11-74.4-3(q) (Categories of Eligible Expenses)
- Costs of redevelopment in a TIF District, including a municipality's own expenses, expenses of developers and expenses of certain other taxing districts.
- CANNOT provide direct financial aid to a retail entity opening in the TIF District while closing at another Illinois location within 10 miles of the TIF District and outside the boundaries of the municipality, unless certain factors exist, and representations are made by the retail entity.

TIF Eligible Expenses

Commonly Used TIF Eligible Redevelopment Costs

- Land assembly costs
- Environmental remediation and site development work (e.g., utilities)
- Rehabilitation of buildings and façade programs
- Administrative costs for municipal staff working on TIF matters (prorated salary and benefits)
- Replacement (construction) of existing public building if site is used for private investment or development
- Construction of public works or improvements
- Job training programs
- Financing costs of developer for TIF eligible project (limited term and interest reimbursement amount)
- Marketing costs of development sites in the TIF District
- Professional studies, surveys and plans related to redevelopment
- Professional services such as architectural, engineering, legal and financial planning related to otherwise eligible projects (e.g., rehabilitation)
- Construction of affordable housing and relocation costs
- See, 65 ILCS 5/11-74.4-~~2~~(c)89v1

TIF Eligible Expenses

- Budget Guidelines
 - Overall TIF Budget cannot be exceeded
 - Annual CPI Escalator plus additional 5% increase applies to TIF Budget so Budget increases during life of TIF District
 - Line-items in TIF Budget are flexible
 - Covers 23 years; hence difficult to estimate with precision
 - TIF Budget expenditures subject to:
 - Village approvals
 - Determination of appropriateness of costs
 - Special TIF audit annually
 - Review by JRB annually
- TIF Budget should allow for the successful completion of TIF Plan Goals and TIF Projects (some go over budget)

II.A. JOB TRAINING: COMMUNITY COLLEGE & VOCATIONAL SCHOOLS



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Job Training

- Job Training and Retraining Programs and Costs = “UNDER-UTILIZED” OPPORTUNITY
- TIF Eligible “Redevelopment Project Costs” expressly include:
 - (5) Costs of job training and retraining projects, including the cost of “welfare to work” programs implemented by businesses located in the TIF District (WTW program: employment and training program, immediate job placement or education or job training program or both; child care and transportation services).
 - (10) Costs of job training, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts.... See, 65 ILCS 5/11-74.4-3(q)(5 and 10)

Opportunities:

- TIF Act allows for TIF-funded program cost reimbursement agreements with in-District employers, community colleges and vocational schools
- Job training, advanced vocational education or career education programs allowed for persons employed or to be employed by employers located in a TIF District.

Job Training

- How to Implement?
 - Develop a plan with local employers that meets their entry level hiring criteria and advanced training and promotion requirements
 - Urge local community colleges and vocational schools to offer curriculum / training programs
 - Entry level job training
 - Advanced skill training for promotion, e.g., skilled labor
 - Private and Public Employers both eligible
 - Example of Public Employees: Clerical, Fire, Police, Public Works: educational and job training programs for entry level examinations and advanced training
 - TIF funds can assist with fire, police and public works training / certification budgets
 - Must allocate a portion of public employee educational and training costs to each TIF District (same allocation commonly used to pay for a portion of economic development staff salaries)
 - Use intergovernmental agreements with local employers, local community college and vocational schools for tuition reimbursement programs

Job Training

- City of Chicago Job Training Program: TIFWorks
 - TIFWorks stimulates business success by funding workforce-training costs for companies located in tax increment financing (TIF) districts. With TIFWorks support, businesses can become better equipped to improve performance and productivity, expand product lines and gain new customers.
 - Since 2008, TIFWorks has provided \$21 million in TIF funds to 511 businesses for the training of 10,000 incumbent employees and the hiring of 1,100 new employees.
 - Eligible applicants include:
 - Employer or a group of employers with common needs
 - Business or industry association
 - Labor organization
 - Educational institution
 - Non-profit organization that will train and place Chicagoans in businesses located in eligible TIF districts
 - Types of training include:
 - Negotiation and sales; Leadership and management
 - Communications and language skills
 - Basic job performance skills
 - Training to support new products, machinery, technology and workplace safety

II.B. P3s: Public Private Partnerships

- TIF Eligible Redevelopment Costs = a “P3” because they incentivize private development
- Note: Cannot pay for construction of new, privately owned buildings
- Examples of TIF-Funded P3s:
 - Facade improvement programs
 - Restaurant space build-out / forgivable loan programs
 - Storm water management improvements for benefit of businesses, residents, homeowners associations, and developers
 - Replacement (construction) of existing public building if site is to be privately developed (e.g., land swap between municipality and developer – new public building and rehabbed or new private use building)
 - Water and wastewater facilities
 - Sports facilities (note: golf facilities are excluded per TIF Act)
 - Parking meter program (City of Chicago)
 - Parking lots, parking decks and pedestrian friendly open space
 - Revitalization of 95th Street Business Corridor (Oak Lawn)
 - 800 Hillgrove Avenue PUD (Western Springs) (Cost Shared Parking Lot: Business Parking and Village-METRA Train Parking)
 - Businesses, Hospitals and Schools (Colleges) (Urban / Downtown Areas: Cost Sharing Parking Lots and Decks and Parks with Municipalities)

P3s: Public Private Partnerships

P3 Retail Shopping District Example:

- Shopping District Area in a municipality
 - Vacant commercial buildings
 - Dilapidated
 - Obsolete and in-efficient parking and traffic flow
 - Low tax revenue for schools, county, library, parks, etc.
- Municipality establishes a TIF District
 - Bonds to install streetlights, benches, planter areas, etc.
 - Private parking facilities improved
 - Façade program implemented
 - Incentive program to assist retailers that improve their existing buildings
- Shopping District Area improves
 - One national retailer moves in
 - Other retailers follow
 - People shop and eat there
- Property values (EAV) increase → Taxes increase, more increment generated

II.C. Intergovernmental Cooperation Projects

- 65 ILCS 5/11-74.4-4(p)
- Municipalities may jointly perform “redevelopment plans and projects” and utilize the TIF Act financing and authority wherever:
 - “Contiguous redevelopment project areas” exist or
 - They jointly adopt TIF tax financing for a redevelopment project area comprised of “contiguous real property” within their corporate boundaries
- How to Implement?
 - Use existing adjoining TIF Districts or create adjoining TIF Districts
 - Adopt intergovernmental agreement (IGA) to issue obligations (bonds), separately or jointly
 - Expend TIF revenues received for eligible expenses anywhere within “contiguous redevelopment project areas” or as otherwise permitted in the Act.
 - For redevelopment project areas established within a “transit facility improvement area”, these provisions apply only with respect to such redevelopment project areas that are contiguous to each other.
- Examples
 - Infrastructure projects (paving streets on municipal boundaries; extension of utilities).
 - Economic development projects that span corporate boundaries (adjacent business corridor areas).
 - TOD Projects (shared use parking lots: commuter parking lot / downtown business parking lot; pedestrian friendly improvements: bike and walking paths, underpasses / overpasses).

III. MAXIMIZE TAX INCREMENT



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MAXIMIZE TAX INCREMENT

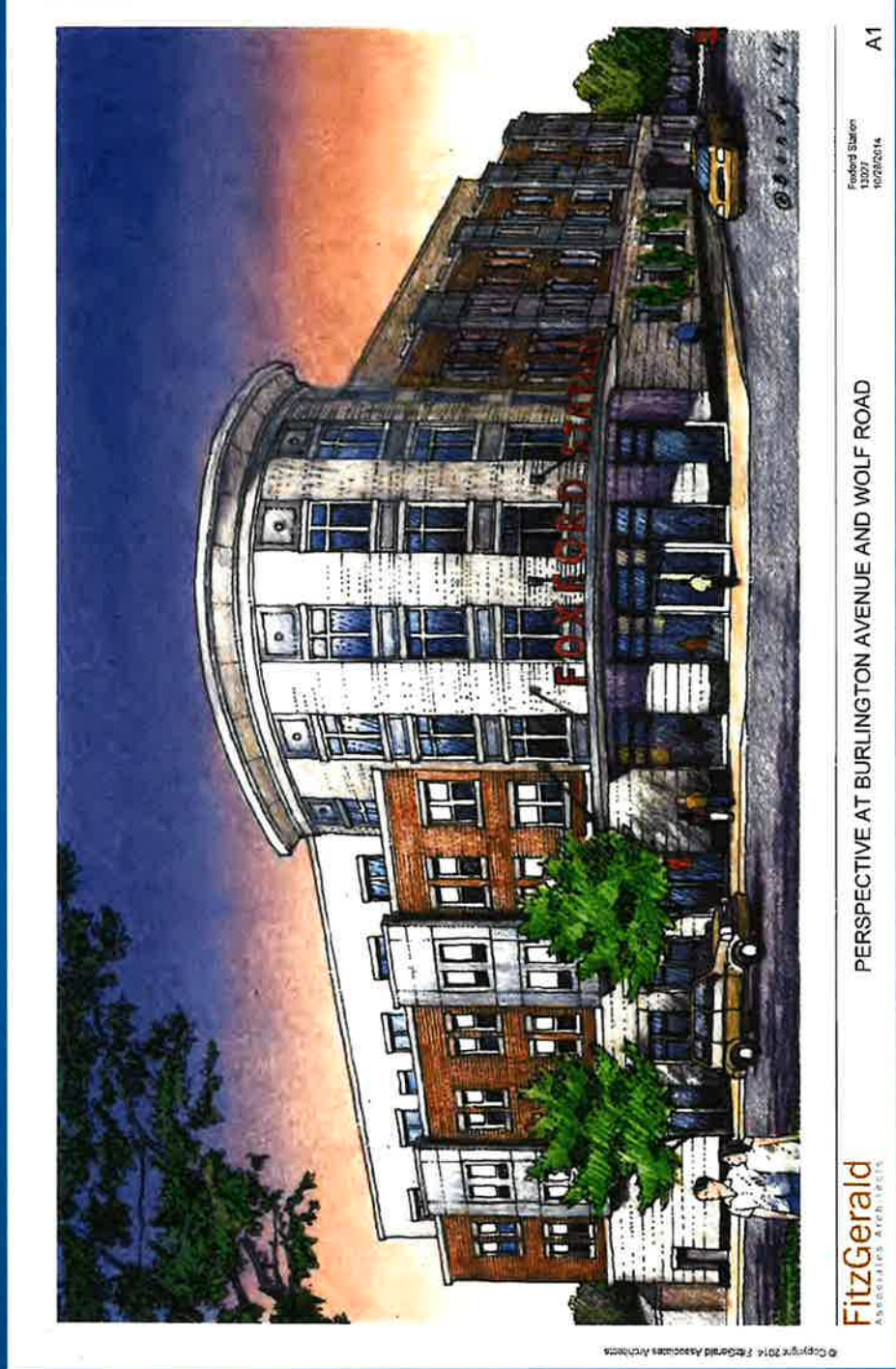
Existing TIF Districts

- Use “TIF-smart” strategies for municipal role in land assembly and economic development
- Property Assembly Tips:
 - Municipalities should avoid acquiring properties within a TIF District, unless it has a municipal purpose for the property or it is part of a “quick flip” transaction to a developer (avoid creating tax exempt parcels – tax increment revenue drag)
 - Use option to purchase contracts with assignment clauses, so contracts can be assigned to developer
 - Preferred option: Developers take title directly (no impact on real estate taxes; reimbursement land assembly cost can be negotiated in TIF incentive / development agreement)
 - Acquisition of tax exempt properties (e.g., school, not-for-profit use, place of worship) by municipality for resale to tax paying developer / owner is desirable (boost EAV from zero; positive increment revenue)
 - Environmental issues (due diligence investigation is a must; remediation can be cost prohibitive; TIF funds may be only source to remediate into viable use)

MAXIMIZE TAX INCREMENT

- Use Tax Codes Within TIF District:
 - Allows property specific increment to be allocated per PIN
 - Mechanism to enhance incremental revenues where “blending” is used, like in Cook County (fix to come in year 2020)
- Remove “underperforming” properties (no EAV or negative EAV trend) from dragging down overall increment revenues
- Allows site specific projects to bolster overall incremental revenues, example: Western Springs Foxford Station

MAXIMIZE TAX INCREMENT



FitzGerald
ASSOCIATES ARCHITECTS

PERSPECTIVE AT BURLINGTON AVENUE AND WOLF ROAD

Ford Station
1307
10/20/2014

A1

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MAXIMIZE TAX INCREMENT



Schematic Design - Streetscape
Foxford Station
 Village of Western Springs, Illinois

Foxford Station
 Prepared by:
 Foxford Station
 Authority
 Public Consultants
 Designed by:
 Fox-Crowd Associates
 Architects
 Landscape Design by:
 Fox-Crowd Associates
 Landscape Architects

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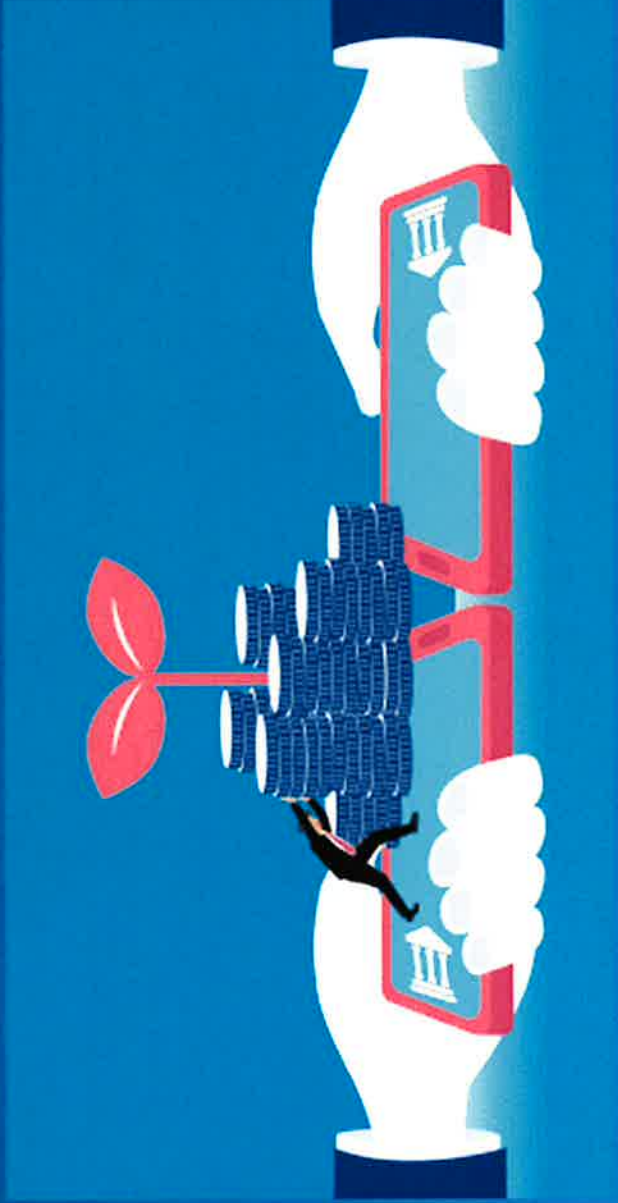
MAXIMIZE TAX INCREMENT

- Foxford Station Mixed Use Development (Western Springs)
- Former grocery store (long-time vacancy, blighted, TIF needed to spur site redevelopment)
- 28 luxury condos with on-site enclosed parking and 3,600 sq. ft. first floor commercial space
- TIF incentive agreement in place (reimbursement of public infrastructure costs, certain site development costs and professional fees and costs)
- “Pay-As-You-Go” TIF District
- Tax Code for Foxford Station Property needed to capture sizable “bump” in EAV once building improvements added to tax rolls to begin paying TIF incentives

MAXIMIZE TAX INCREMENT

- 65 ILCS 5/11-74.4-10
- Use of Other Revenues To Pay TIF Obligations:
 - Revenues received by the municipality from any property, building or facility owned, leased or operated by the municipality or any agency or authority established by the municipality, or from repayments of loans, may be used to pay TIF “redevelopment project costs” or reduce outstanding obligations of the municipality incurred under this Division for redevelopment project costs.
 - These “other” revenues can be placed in the TIF special tax allocation fund.
 - Potential sources of revenues:
 - Example #1: Lease payments, sales taxes and property taxes generated from Village-owned building rehabbed with TIF funds that is leased to retailers.
 - Example #2: Cellular lease funds generated from Village water tower leases.
- Property Sales Proceeds:
 - Revenue (including “gains”) received by the municipality from the sale or other disposition of real property acquired by the municipality with TIF funds shall be deposited by the municipality in the TIF special tax allocation fund for re-use on TIF eligible expense.
 - Includes any “proceeds of obligations” funded by TIF funds or TIF financing (bonds).

IV. Portability of Funds



Portability of TIF Funds

- “Porting” is the practice of taking TIF funds collected in one TIF District and spending them in an adjacent TIF District. 65 ILCS 5/11-74.4-4(q)
- Allowed only:
 - Among touching TIF Districts (or when “only separated by” options: e.g., a road).
 - Authorized in TIF formation ordinance and TIF Redevelopment Plan
- Negative Aspect:
 - Porting has been referred to as “Robbing Peter to Pay Paul”
 - When some taxing districts are not in each TIF District
- Positive Aspects:
 - Temporary “loan” transfers
 - Transfers with no obligation to repay
 - Approve all transfers by ordinance and identify as loan to be paid back or transfer with no repayment obligation
 - Mature Healthy TIF Districts
 - Transfers can fund projects in new TIF District (“Pay-As-You-Go” TIF District).
 - “Overachiever” TIF Districts can help “Underperforming” TIF District
 - Example: Single Purpose TIF District (auto dealer or large big box retailer) can assist a slower growth “Pay-As-You-Go” TIF District

V. Library and School Patron Fees



Library Patron Fee

- Legislation creating right of reimbursement for Public Library Districts became effective January 1, 2005 (65 ILCS 11/74.4-3(q)(7.7))
- Reimbursement Process:
- Public Library Districts are entitled to petition and receive reimbursement for “increased costs attributable to assisted housing units” where developers receive TIF incentives or public infrastructure is constructed with TIF funds for benefit of “assisted housing units” after January 1, 2005, and existing TIFs that add assisted housing after January 1, 2005;
- Amount paid to Library District is tied to the “number of persons eligible to obtain a library card based on the assisted housing units (dispute over calculation: new actual registered library patrons vs. potential patrons);
- Amount of reimbursement is the “per-patron cost” of providing library services: the “Total Operating Expenditures Per Capita” for the library in the previous fiscal year (cannot exceed \$120 per patron) multiplied by number of eligible persons;

Library Patron Fee

- No right to reimbursement unless the Library District is in a “tax capped” county or cannot increase property taxes without a referendum; and
- Library District must provide “convincing evidence” to support request for reimbursement, and must do so after July 1 and before September 30 of each year.
- No reimbursement unless Library District “experienced an increase in the number of patrons from the municipality that created the [TIF District]....”
- Municipality rights:
- May deduct from reimbursement amount any amount of TIF funds provided voluntarily to Library District
- Cap on reimbursement amount: 2% of tax increment generated by assisted housing units

School Fee

- 65 ILCS 5/11-74.4-3(q)(7.5) (actual number of students enrolled)

VI. Extension Of TIF District: 23 Year Term / 35 Year Term



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VI. Extension Of Term

- TIF Districts' 23 year term may be extended for up to an additional 12 years
- Why amend the ordinance?
 - Extra time to complete TIF Projects
 - Extra time to “grow” EAV and increment
 - Recovery from late 2000s Recession
 - Close out and wind down process

- Extension Process

1. A municipality may elect to extend the life of a TIF District to up to 35 years by:
 - a. Approval of special legislation by the Illinois General Assembly that amends the TIF Act.
 - b. Consent from all taxing districts within the TIF District.
 - c. Conduct a public hearing.
 - d. Adopt an ordinance.
 - e. Provide written notice of the public hearing (at least 14 days and not more than 30 days) to all taxing bodies within the TIF District.



VII. Close Out and Wind Down Process



Close Out and Wind Down Process

- TIF Districts have a 23 year life cycle
- Prior to TIF District expiration date (5 year window):
 - Confirm TIF Fund balance and Estimated Future TIF Revenue through expiration date and last tax increment / property tax payment cycle
 - Identify “Active” Projects and Completion Status
 - Identify “Planned” TIF Eligible Projects and Prepare Project Completion Schedules
 - Prepare “Cost to Complete” Budgets for Active and Planned TIF Eligible Projects
 - Hold a Joint Board of Review (JRB) Meeting(s): Inform Taxing Districts of Close Out / Wind Down Plan and Share Data (Keys: Cooperation and Transparency)

Close Out and Wind Down Process

- **Close Out –Wind Down / Payout TIF Option (Within 1 To 2 Year Window)**
 - Determine those “Active” Projects and “Planned” TIF Eligible Projects that can be completed with TIF Fund balance and Estimated Future TIF Revenue.
 - Adopt Ordinance(s) approving “Planned” TIF Eligible Projects, Project Completion Schedules and “Cost to Complete” Budget(s) for “Active” and “Planned” TIF Eligible Projects.
 - Complete TIF Eligible Projects.
 - Calculate “surplus” TIF Fund amount on TIF District expiration date.
 - Adopt final Ordinance approving final payments on TIF Eligible TIF Projects and declaring “surplus” TIF Funds (if any) and ordering transfer of “surplus” funds to the county treasurer for re-distribution to all taxing agencies within the expired TIF District.

Close Out and Wind Down Process

- Close Out / Escrow Option
 - Essentially same steps as Wind Down / Payout TIF Option, except:
 - One or more TIF Eligible Projects not completed before expiration date.
 - City / Village wants to complete the TIF Eligible Project(s).
 - What Now?
 - Other taxing districts can demand share of TIF Fund balance (litigation to compel payment of “surplus” funds).
 - Avoid argument of “surplus” TIF Funds automatically declared upon TIF District expiration.
 - Need a strategy for avoiding litigation and funding completion of Project(s).
 - Forgiveness vs. Permission (Keys: Cooperation; Transparency; Project Impacts for Taxing Districts; Health of TIF District).

Close Out and Wind Down Process

- Adopt Ordinance(s) approving Project Completion Schedules and “Cost to Complete” Budget(s) for “Active” and “Planned” TIF Eligible Projects
 - Make specific findings justifying need to complete Project(s) and use of Escrow(s)
 - Allow transfer among Project Budget lines and Escrows to complete all remaining Projects
- Complete Projects and Project payments via Escrow(s)
 - Release of Escrow funds for progress and close out payments based on staff and engineer reports on Project completion, pay requests, contractor sworn statements and waivers, and board/council approved letter of direction to title company
- Conduct annual JRB Meetings (update taxing districts on Project status and Escrow(s) balance)
- Calculate “surplus” TIF Funds in Escrow(s)
- Adopt final Ordinance approving final payments on TIF Eligible Projects and declaring “surplus” TIF Funds (if any) and ordering transfer of “surplus” funds in Escrow(s) to the county treasurer for re-distribution to all taxing agencies within the expired TIF District
- Close out the Escrow(s)

Close Out and Wind Down Process

- In Cook County (and other possibly other Counties):
 - Retain a certain portion of TIF Funds (in an escrow or municipal bank account) to provide for assessed valuation challenges and tax objection refunds.

Questions?

Michael T. Jurusik

- Shareholder and Director of the law firm of Klein, Thorpe and Jenkins, Ltd.
- Represents home rule and non-home rule units of local government, including cities, villages, counties, fire and police commissions, fire and police pension boards, 911 JETSBs, water agencies and water commissions and other special districts
- Advises local government clients on a variety of matters including:
 - Open Meetings Act, Freedom of Information Act, Local Records Act and State Officials and Employees Ethics Act compliance matters
 - Bidding, contract and procurement laws
 - Intergovernmental agreements and P3s (public – private partnership arrangements)
 - Economic development, land use and zoning matters
 - Federal and state grants and municipal finance matters
 - Enterprise fund, special revenue fund and utility franchise matters
 - Civil litigation, administrative proceedings and alternative dispute resolution forums
- Co-author of local government and municipal law publications and speaker local government seminars and conferences
- Named an Illinois Leading Lawyer (2016, 2017, 2018 and 2019)
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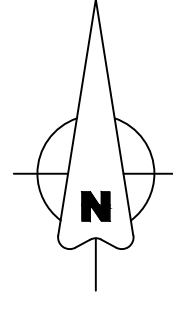
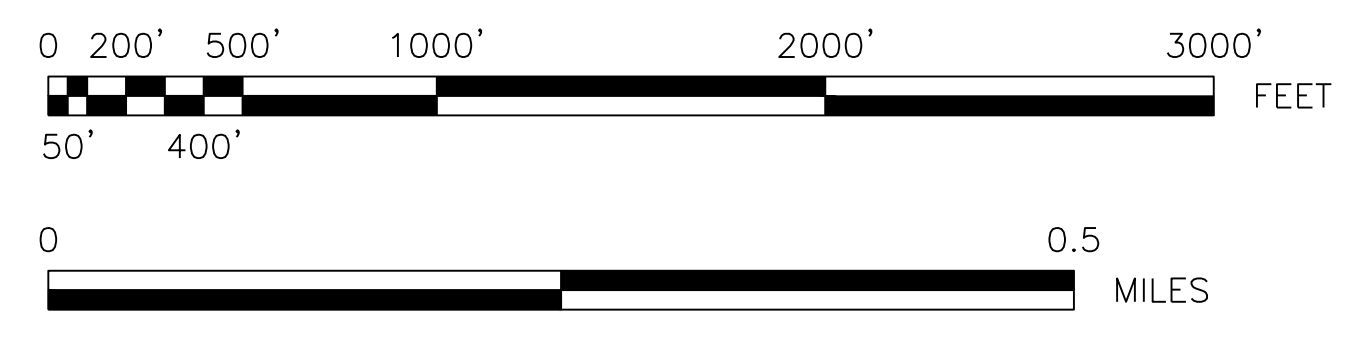
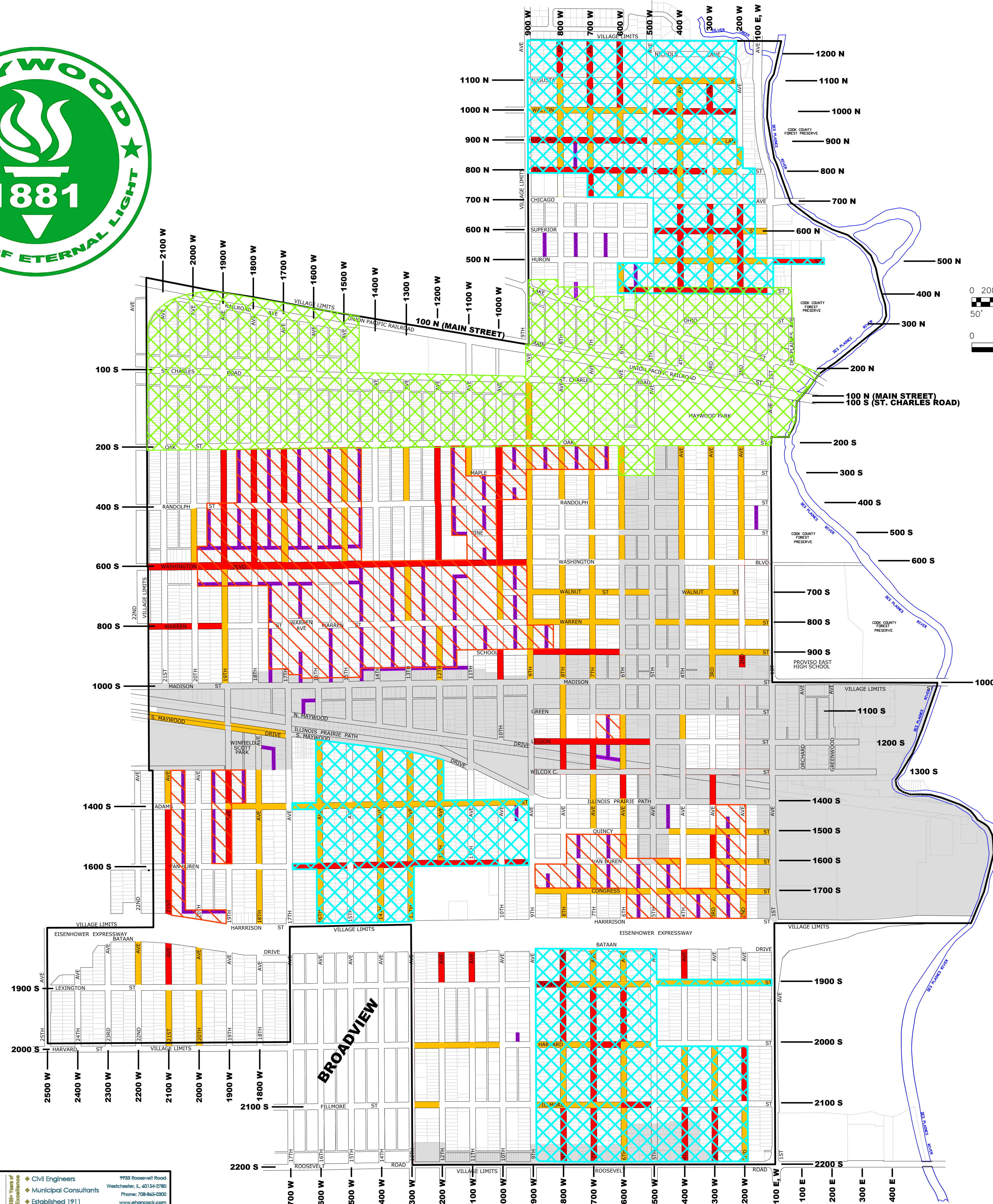
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VILLAGE OF MAYWOOD VILLAGE WIDE TIF CONSIDERATIONS

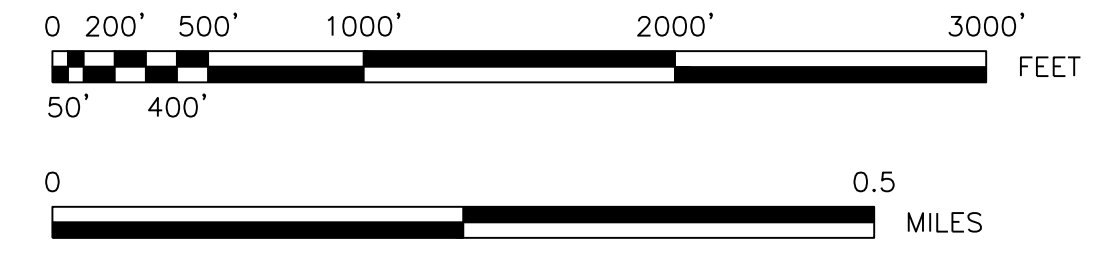
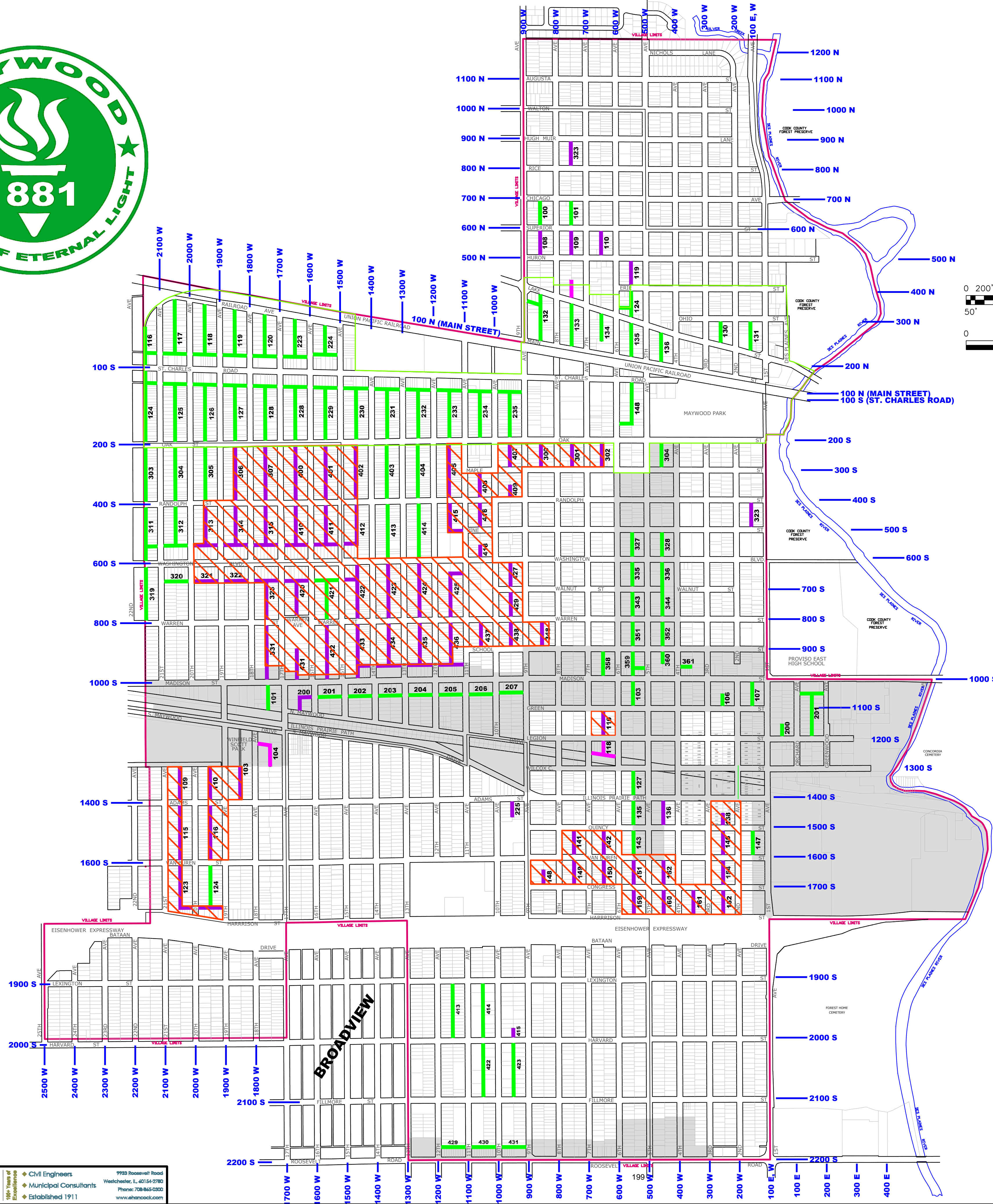


LEGEND OF SYMBOLS







- FORMER ST. CHARLES T.I.F. AREA
- PROPOSED T.I.F. AREAS WITH FOCUS ON ALLEY IMPROVEMENTS
- PROPOSED T.I.F. AREAS WITH FOCUS ON ROADWAY IMPROVEMENTS
- ROOSEVELT, MADISON T.I.F. AREAS
- ALLEYS IN NEED OF IMPROVEMENT
- PAVEMENT POOR CONDITION - RATING 2
- PAVEMENT IN VERY POOR CONDITION - RATING 1

VILLAGE OF MAYWOOD TIF CONSIDERATIONS - ALLEY IMPROVEMENTS

(2020 ALLEY SURVEY, NOV. 2020 UPDATE)

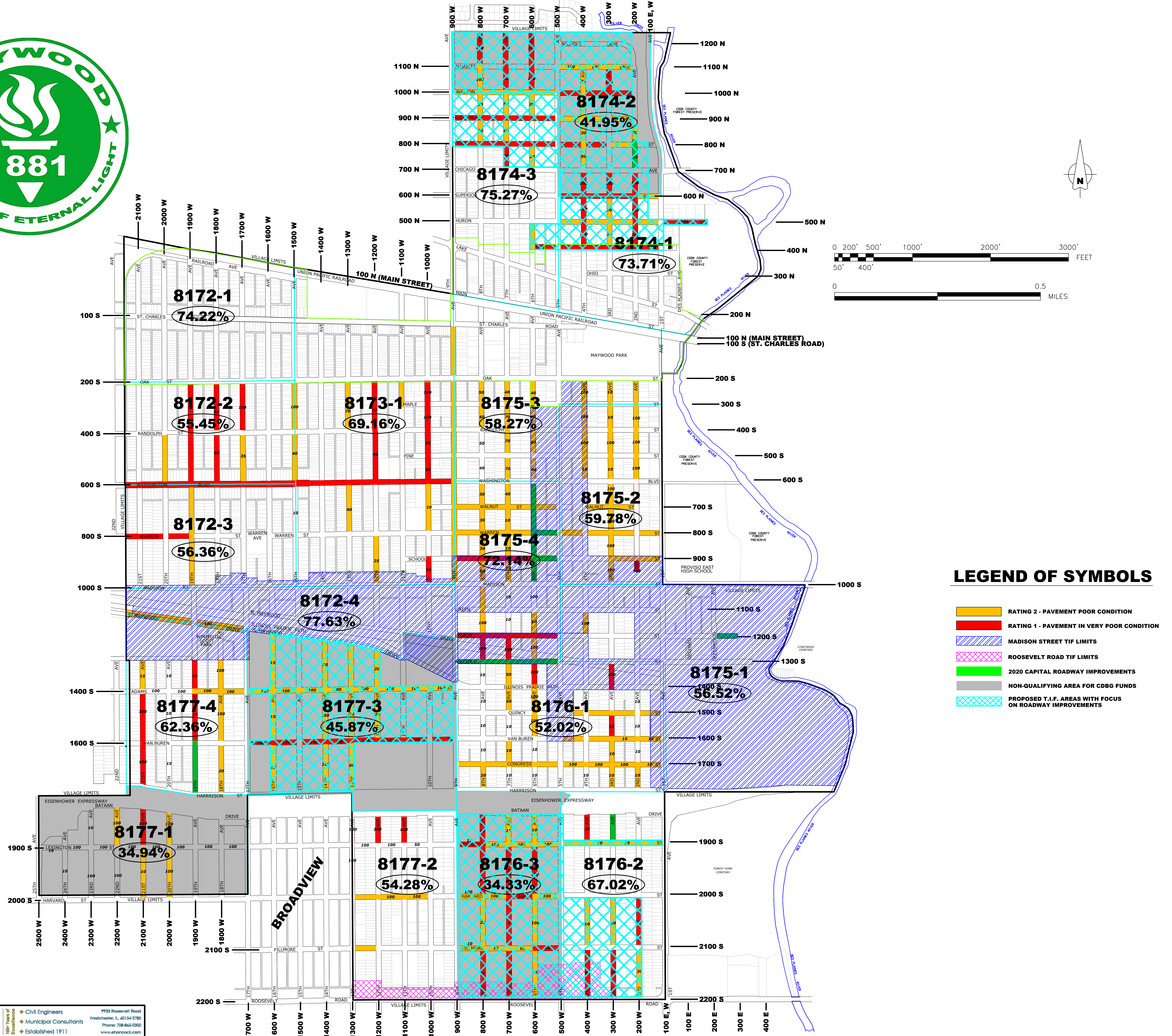


LEGEND OF SYMBOLS

-  PROPOSED T.I.F. AREAS WITH FOCUS ON ALLEY IMPROVEMENTS
-  ROOSEVELT, MADISON T.I.F. AREAS
-  STONE ALLEYS
-  EXISTING CONCRETE, ASPHALT, OR BRICK ALLEYS IN POOR CONDITION
-  ALLEYS PENDING ROW ACQUISITION
-  CONCRETE ALLEYS IN GOOD CONDITION

VILLAGE OF MAYWOOD TIF CONSIDERATIONS - ROADWAY IMPROVEMENTS

2020 STREET RATING MAP (2016 ROADWAY CONDITION RATING, 2019 CDBG ELIGIBILITY UPDATE)



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

FROM: Michael T. Jurusik

DATE: June 16, 2021

RE: Food Truck Regulation
"Food Truck Alley" Lot Located on East Side of 1st Avenue, Immediately South of Ohio Street

At the request of Mayor Nathaniel George Booker, I have enclosed the following documents regarding food truck regulation for review and discussion by the Village Board during the June 26, 2021 Special Workshop Village Board Meeting:

1. ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING CHAPTER 120 OF THE VILLAGE OF EAST DUNDEE VILLAGE CODE REGARDING DEPOT FOOD TRUCK ZONE
2. ORDINANCE ADDING CHAPTER 125 (FOOD TRUCKS) TO TITLE XI (BUSINESS REGULATIONS) OF THE PEOTONE VILLAGE CODE REGARDING THE REGULATION OF FOOD TRUCKS
3. ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF FOX RIVER GROVE TO ADOPT STANDARDS PERTAINING TO MOBILE FOOD VENDORS
4. LICENSE AND RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR NON-EXCLUSIVE, TEMPORARY USE PERMIT FOR USE OF VILLAGE-OWNED PROPERTY (Village Property: "Food Truck Alley" Lot on East Side of 1st Avenue, South of Ohio Street) (Food Truck Operator: _____)

As a home rule community, the Village of Maywood has the authority to regulate the permitting and operating of food trucks.

For reference purposes, I have provided several copies of Ordinances from other communities that KTJ has prepared to regulate the permitting and operation of food trucks. These regulations typically consist of: (a) Definitions; (b) Registration Required; Fees; (c) Vending Stations; (d) Regulations; Health And Safety Standards; (e) Vehicle Appearance And Maintenance; (f) Liability Insurance Required; and (g) Penalty provisions. If the Village Board wants to allow food trucks to operate within its boundaries on a permanent basis, the Village Code should be updated similar to these other communities.

Food trucks can be allowed to operate in accordance with the enclosed copy of the Village's standard template License and Release, Hold Harmless And Indemnification Agreement For Non-Exclusive, Temporary Use Permit For Use Of Village-Owned Property on a temporary basis while the Village Code is being updated or on a limited trial basis. This template Agreement has been updated to allow food truck operators to temporarily use the Village-owned property located on the East Side of 1st

Avenue, immediately South of Ohio Street. The business corporation name, "d/b/a" or assumed business name and corporate address and the permit fee dollar amount, insurance amount, and the assigned location on the Lot will need to be filled in on the template form.

In a recent Illinois Appellate court decision, LMP Services, Inc. v. City of Chicago, 2019 IL 123123 (May 23, 2019) Cook Co. (BURKE) Appellate court affirmed, the City of Chicago's home rule authority was upheld in regard to its regulation of food trucks. In the LMP Services, Inc. case, Plaintiff filed a complaint alleging that portions of the City food truck ordinance, prohibiting food trucks from parking within 200 feet of the entrance of a ground-floor restaurant and requiring food truck owners to permanently install a GPS device on their vehicles, were constitutionally invalid. The Court ruled that the City has a legitimate governmental interest in encouraging long-term stability and economic growth of its neighborhoods, and that the food truck ordinance helps promote brick-and-mortar restaurants, and is rationally related to its legitimate interest. The Court also upheld the GPS tracking requirement of the ordinance, finding that it does not affect a search of food trucks, and does not require food trucks to make the location data transmitted to their service provider accessible to the public. The Court ruled that the GPS tracking system provides the City with a means of obtaining a food truck's location to effectuate inspections, and that the City has a legitimate interest in having a reliable means of locating a food truck in the event of a public health emergency.

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

Mike

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
Chasity Wells-Armstrong, Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
David Myers, Community Development Director (w/ encls.)
Val Talley, Police Chief (w/ encls.)
Craig Bronaugh, Fire Chief (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.).

ORDINANCE NUMBER 19 - __

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING CHAPTER 120 OF THE VILLAGE OF EAST DUNDEE VILLAGE CODE REGARDING DEPOT FOOD TRUCK ZONE

WHEREAS, the Village of East Dundee (“Village”) is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village desires to amend the Village Code to allow for and regulate food trucks within the Depot/Depot Park area of the Village; and

WHEREAS, the President and Board of Trustees of the Village have deemed it to be in the best interests of the Village that the Village of East Dundee Village Code (“Village Code”) be amended to allow for the operation and regulation of food trucks within the Depot/Depot Park area of the Village;

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

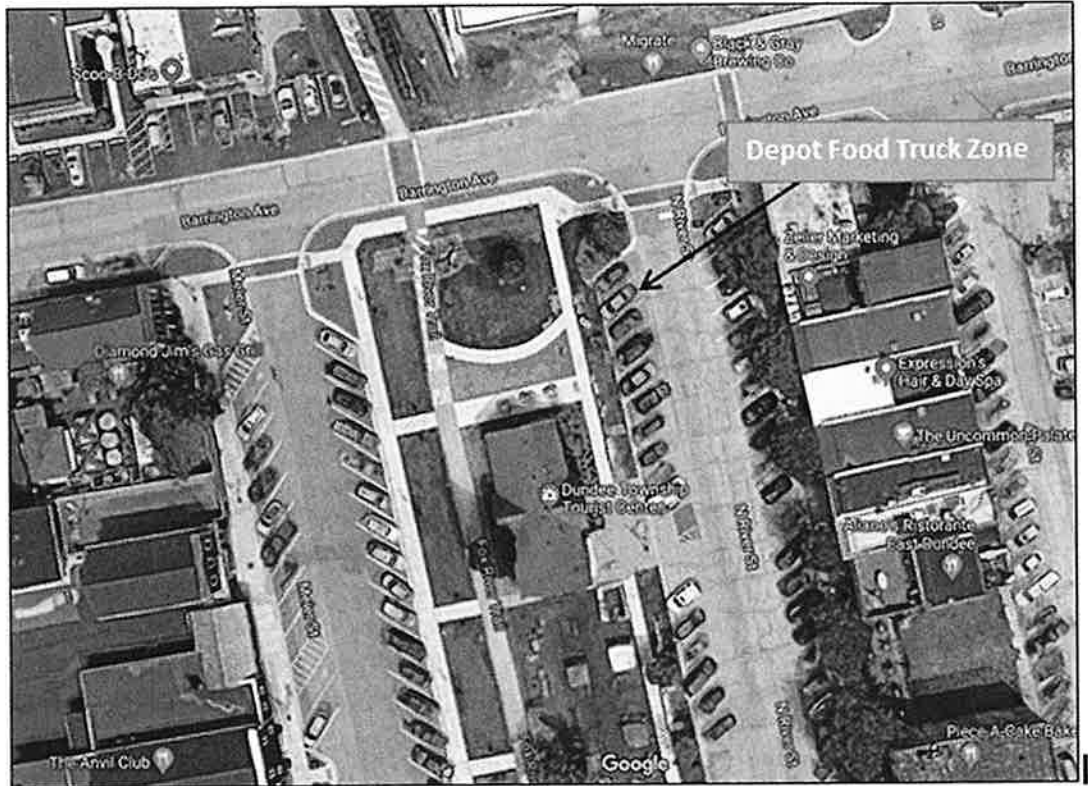
SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Village Code Amendments. That the Village Code is hereby amended as follows:

Section 120.08 is hereby added to the Village Code to read in its entirety as follows:

120.08 DEPOT FOOD TRUCK ZONE.

- A) For purposes of this Chapter the Depot Food Truck Zone shall be defined as the area designated by the Village for temporary non-mobile vending units which is located within the furthest north parking spaces on the west side of River Street and adjacent to Depot Park. The Depot Food Truck Zone is depicted below:



- B) All vending units operating within the Depot Food Truck Zone are subject to the terms and provisions of this Chapter as well as Chapter 113 of this Code. If there is ever a conflict between the provisions of this Chapter and the provisions of Chapter 113, the provisions of this Chapter shall apply.
- C) Only non-mobile vending units shall be permitted to operate within the Depot Food Truck Zone.
- D) Only one (1) vending unit shall be permitted to operate within the Depot Food Truck Zone at any given time.
- E) No person shall engage in, conduct, maintain, operate or carry on any vending unit business, occupation, activity or establishment within the Depot Food Truck Zone without first obtaining a vending unit license. The application shall be made pursuant to the provisions of Chapter 113.06 and shall be reviewed and approved by the Village Administrator or his/her designee. All licenses issued pursuant to this chapter shall only be valid for the date designated on the license.
- F) Vending units operating within the Depot pursuant to this Chapter shall only be permitted in the Depot Food Truck Zone which shall be rented as described in this Chapter.
- G) No person or entity operating or maintaining a vending unit will be authorized to rent the Depot Food Truck Zone for more than twelve (12) days per year.

- H) Rental of the designated Depot Food Truck Zone will be permitted on Fridays, Saturdays, and Sundays only.
- I) The hours of operation of a vending unit within the Depot Food Truck Zone are 8:00AM to 10:00 PM on Fridays and Saturdays and 8:00AM to 8:00 PM on Sundays. These hours may be extended or reduced at the discretion of the Village Administrator or his/her designee.
- J) A vending unit must be sponsored by a local business or nonprofit organization serving the residents of East Dundee in order to rent the Depot Food Truck Zone. The determination of whether a vending unit meets this requirement shall be at the discretion of the Village Administrator or his/her designee. No business or nonprofit may sponsor more than twenty-four (24) food truck days per year.
- K) The rental fee and deposit for the Depot Food Truck Zone shall be set pursuant to Chapter 37.
- L) The window of the vending unit where food sales are made shall be facing west adjacent to the Depot lawn for the safety of the patrons. The patrons shall not be permitted to stand in the street.
- M) The sale of liquor from any vending unit shall be prohibited.
- N) Rental of the designated Depot Food Truck Zone is at the discretion of the Village Administrator and may be denied by the Village for any reason.
- O) At its discretion, the Village may issue a vending unit license for the Depot Food Truck Zone to a vending unit for any community event sponsored by the Village regardless of the day of the week or hours of operation.

SECTION 3: Continuation. That all provisions of the Village Code not amended herein shall remain in full force and effect.

SECTION 4: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 5: Repeal. This ordinance shall be repealed on December 31, 2019.

SECTION 6: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this ___th day of _____, 2019 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this _th day of _____, 2019.

Lael Miller, Village President

ATTEST:

Katherine Holt, Village Clerk

Published in pamphlet form this _th day of _____, 2019, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on _____, 2019.

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 125 (FOOD TRUCKS) TO TITLE XI (BUSINESS REGULATIONS) OF THE PEOTONE VILLAGE CODE REGARDING THE REGULATION OF FOOD TRUCKS

WHEREAS, the Village of Peotone (“Village”) is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970: and

WHEREAS, the Village has an interest in allowing food trucks to operate within the Village subject to certain regulations; and

WHEREAS, the President and Board of Trustees of the Village of Peotone have determined that it is in the best interests of the Village to amend the Village Code to set forth the requirements for operating a food truck within the Village limits, by making certain additions to Title XI (Business Regulations), Chapter 125 (Food Trucks) of the Village Code of the Village of Peotone (“Peotone Village Code”) to authorize food trucks within the Village as set forth below (the “Code Amendments”).

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Peotone, Will County, Illinois, as follows:

SECTION 1: Each whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The following new Chapter and Section headings for Chapter 125 “Food Trucks” and Sections 125.01 through 125.07, under a subheading entitled “Food Trucks,” shall be added to the index at the beginning of the Peotone Village Code:

Food Trucks

125.01	DEFINITIONS
125.02	REGISTRATION REQUIRED; FEES
125.03	VENDING STATIONS
125.04	REGULATIONS; HEALTH AND SAFETY STANDARDS
125.05	VEHICLE APPEARANCE AND MAINTENANCE
125.06	LIABILITY INSURANCE REQUIRED
125.07	PENALTY

SECTION 3: A new Chapter 125 entitled “Food Trucks” is added to Title XI “Business Regulations” of the Peotone Village Code, to read in its entirety as follows:

CHAPTER 125: FOOD TRUCKS

§ 125.01 DEFINITIONS.

FOOD TRUCK VENDOR. A person engaged in the business of selling food or nonalcoholic beverages from a self-contained motorized vehicle or a self-contained enclosed trailer with valid license plates and registration.

§ 125.02 REGISTRATION REQUIRED; FEES.

- (A) *Registration required.* No person shall operate as a food truck vendor without having first registered with the Village for each vehicle to be operated within the Village. A certificate from the County Health Department stating that the food truck vendor is authorized to sell/distribute food must be provided to the Village at the time of registration. Proof of registration must be displayed in or on each vehicle to be used in the operation of any such business.
- (B) *Registration fee.* The non-refundable fee for registration required by this chapter shall be twenty-five (25) dollars.
- (C) *Duration of Registration.* Valid registration under this Chapter is valid for one calendar year and subject to renewal on April 1 of each year.
- (D) *Safe Driver Requirement.* The Village of Peotone may revoke any food truck vendor's registration if the driver of said vehicle is convicted of a moving traffic law violation occurring while operating a food truck or trailer in the Village of Peotone.

§125.03 VENDING STATIONS.

- (A) *Public Property.* Sales occurring on public property by food truck vendors are permitted only from designated food truck vendor areas. Maps of these designated places of sales are available in the Village Clerk's Office and on the Village's website. The issuance of an annual food truck vendor registration does not in any way reserve or designate space in the food truck vendor areas. Availability will be on a first come, first serve basis.
- (B) *Private Property.* Food truck vendors may operate from private property in the same manner as provided for private property operators. Food trucks shall be located in designated parking spaces and shall not be allowed in fire lanes, drive aisles, or handicapped parking spaces, nor impede traffic flow or emergency access or have an adverse effect on other activities on the property. No more than three (3) food trucks shall be allowed on a property at any given time, and no tables or chairs may be set up alongside a food truck. Appropriate refuse and recycling containers shall be provided for proper disposal of waste. Said property shall have the required number of parking spaces as stipulated in the zoning ordinance to accommodate the food truck(s).

(C) Food truck vendors must have permission from the property owner as well as any adjacent property owner(s) to operate on private property.

§ 125.04 REGULATIONS; HEALTH AND SAFETY STANDARDS.

(A) Food truck vendors shall not be permitted to utilize amplified sound.

(B) Food truck vendors are not permitted to utilize Village water, electric, or other utility to conduct business. When operating as a private property operator, electricity may be utilized with the permission of the property owner.

(C) No tents, tables, chairs, or other displays shall be placed at the designated vending area.

(D) Signage shall be limited to signs permanently or magnetically affixed to the vehicle. One A-frame sign shall also be permitted. This sign must be within ten feet (10') of the vehicle and shall be limited to six (6) square feet per side (2 sides permitted).

(E) A motorized food truck shall not sit idle while serving food unless its operation is essential to producing the product sold.

(F) Food truck vendors shall only permit sales from the curb side of the vehicle when parked on a Village street.

(G) No service area for the operation of a food truck or trailer shall block, obstruct, or interfere with vehicular, bicycle, or pedestrian traffic flow. Food truck vendors must maintain a minimum four foot (4') wide clear walkway on all public sidewalks.

(H) Food truck vendors may operate at one location for a minimum of thirty (30) minutes and a maximum of four (4) consecutive hours and may not return to that same location for a minimum of two (2) hours after leaving, unless affiliated with an approved temporary special event and meet proper water storage needs on the truck per health code requirements.

(I) Food truck operators must provide the addresses of the businesses or facilities at which any fat, oil or grease generated during the operation of the food truck or food trailer is disposed of, including the contact information for the individual or business responsible for the operation of each such business or facility. Any change in the businesses or facilities used for the

disposal of such fat, oil and grease shall be reported to the Village Clerk in writing by the food truck vendor within three (3) business days of the first use of the new business or facility. No oil may be disposed of on public property or in the sewer system.

§ 125.05 VEHICLE APPEARANCE AND MAINTENANCE.

Vehicles utilized for food truck vending shall be kept in good mechanical and structural condition. Vehicles shall have a clean exterior and interior and shall be equipped with signs to alert traffic to proceed with caution past the truck while it is serving customers. Each vehicle shall have the company name affixed to it in a professional, workmanlike manner and in letters that are a minimum of six inches (6") high. The company name shall be affixed to each side and rear of the vehicle. Public Works and the Peotone Fire Department will conduct annual inspections of food truck vendor vehicles to ensure compliance with health and safety issues.

§ 125.06 LIABILITY INSURANCE REQUIRED.

Any application for a food truck vendor registration requiring a vehicle shall be accompanied by proof of liability insurance in a minimum sum of one million dollars (\$1,000,000.00) and issued by companies licensed to do business in the State of Illinois. Such insurance certificate shall contain an agreement signed by the insurance company that, prior to modification, cancellation or termination of the subject policy, written notice shall be sent to the Village by said insurance company.

§ 125.07 PENALTY.

Any person, firm or corporation violating any of the provision of this Chapter shall be fined not less than \$75 or more than \$750 for each offense. A separate and distinct offense shall be deemed committed for each day on which a violation occurs or continues.

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

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

SECTION 6: Except as to the Code provisions set forth above in this Ordinance, all chapters and sections of the Peotone Village Code, as amended, shall remain in full force and effect.

SECTION 7: To the extent necessary, all table of contents, indexes, headings and internal references or cross-references to sections contained in the Peotone Village Code, as amended, 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 8: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

ADOPTED this _____ day of _____, 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me as Village President this _____ day of _____, 2020, and attested to by the Village Clerk this same day.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

VILLAGE OF FOX RIVER GROVE

ORDINANCE NO. 2021 - __

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF
FOX RIVER GROVE TO ADOPT STANDARDS PERTAINING TO MOBILE FOOD
VENDORS**

Published in pamphlet form by authority of the
President and Board of Trustees of the Village of
Fox River Grove, McHenry and Lake Counties,
Illinois this 16th day of February, 2021.

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF
FOX RIVER GROVE TO ADOPT STANDARDS PERTAINING TO MOBILE FOOD
VENDORS**

WHEREAS, the Village Board desires to amend the Village Code to establish reasonable regulations regarding the mobile food vendors; and

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Fox River Grove, McHenry and Lake Counties, Illinois, as follows:

SECTION ONE. AMENDMENT TO CHAPTER 12.

Chapter 12 of the Code of Ordinances of the Village of Fox River Grove is hereby amended to add the following new article:

ARTICLE XI. MOBILE FOOD VENDORS

Sec. 12-200. Definitions.

Food cart. A commercially manufactured mobile food unit designed to be towed behind a vehicle, and from which food may be cooked, wrapped, packaged, processed, or portioned and sold for immediate consumption to the general public.

Food truck. A commercially manufactured, motorized mobile food unit from which food may be cooked, wrapped, packaged, processed, or portioned and sold for immediate consumption to the general public.

Government facility. A parking lot or designated area owned and / or operated by a unit of government. Entities covered by this definition include but are not limited to: the Village, School District 3, Fox River Grove Memorial Library, Fox River Grove Fire Protection District, and Metra. Government facilities do not include right-of-way.

Ice cream truck. A commercially manufactured, motorized mobile food unit from which ready-to-eat frozen sweets are sold for immediate consumption and open to the general public.

Vendor. The owner of a food cart or truck.

Sec. 12-201. License required.

- a. It shall be unlawful for any person to operate any food cart or food truck, as defined in this Chapter, unless the Vendor has first:
 - i. Obtained a current County Health Department permit, and
 - ii. Applied for and obtained a business license from the Village.

Sec. 12-202 Permit required.

a If sales for the food cart or food truck are to take place at a government facility or within Village-owned right-of-way, the Vendor must obtain a Public Way Permit from the Village and comply with the following:

- i. A permit fee of \$100 shall be submitted with the application. This fee is in addition to any required fees associated with a business license.
- ii. A hold harmless statement, prepared by the Village, shall be executed and submitted with the application.
- iii. A certificate of insurance evidencing \$1,000,000 comprehensive general liability coverage per occurrence, naming the Village as an additional insured through an endorsement (on a primary and noncontributory basis) shall be provided with the business license application.
- iv. A permit shall expire with the expiration of the business license.

Sec. 12-203. Transfer of permit.

A permit issued pursuant to this Article shall not be transferrable.

Sec. 12-204. Locations not allowed.

No Vendor shall operate in a location that, in the sole discretion of the Village::

- a. would substantially obstruct a public way;
- b. would impair the movement of pedestrians or vehicles;
- c. would pose a hazard to public safety;
- d. is within thirty (30) feet of an intersection;
- e. is within three (3) feet of a curb cut;
- f. is directly in front of a property entryway;
- g. within right-of-way owned by the State of Illinois;
- h. any other location prohibited by the Village.

Sec. 12-205. Operations allowed without permit.

Vendors shall be allowed to operate without a permit in the following circumstances:

- a. when located completely on private property with the permission of the property owner;
- b. when located in the Village solely during a planned and specifically designated community event / festival.

Sec. 12-206. Ice cream trucks allowed.

Ice cream trucks are allowed to operate on Village streets from 9:00 AM to 9:00 PM on a daily basis without a mobile food vendor permit. A business license is required to operate an ice cream truck within the Village.

Sec. 12-207. Rights reserved.

The Village reserves the exercise of the following rights in order to provide for the health, safety and welfare of the community:

- a. to deny a permit request;
- b. to suspend or revoke a permit;
- c. to require a Vendor to move a food cart or food truck to another location within the Village;
- d. to restrict the dates on which a Vendor may operate within the Village.

Sec. 12-208. Miscellaneous

- a. All street sales from Vendors and Ice Cream Trucks shall occur from the side of the vehicle or cart that is next to the curb.
- b. Vendors must provide trash & recycling receptacles and remove all trash and recycling from the location at the end of the day.
- c. The Vendor may not place any trash in a Village receptacle or dumpster.
- d. Amplified sound is not permitted in association with Vendors.
- e. Separate signage not attached to cart / truck is not permitted in association with Vendors.
- f. Tables & chairs are not permitted in association with Vendors.

SECTION TWO. INVALIDITY.

That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION THREE. EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

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

	AYES	NAYS	ABSENT
Curtiss	_____	_____	_____
Fleischmann	_____	_____	_____
McLaughlin	_____	_____	_____
Migdal	_____	_____	_____
Schladt	_____	_____	_____
Wall	_____	_____	_____

Robert J. Nunamaker, Village President

ATTEST:

Shelley J. Caesar, Village Clerk

TEMPLATE form for "Food Truck Alley"

**LICENSE AND RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
FOR NON-EXCLUSIVE, TEMPORARY USE PERMIT FOR USE OF VILLAGE-OWNED PROPERTY
(Village Property: "Food Truck Alley" Lot on East Side of 1st Avenue, South of Ohio Street)
(Food Truck Operator: _____)**

This License and Release, Hold Harmless and Indemnification Agreement ("Agreement") has been entered into this ___ day of _____, 2021, by the Village of Maywood, an Illinois municipal corporation (the "Village") and _____, an Illinois for-profit corporation, d/b/a _____, with its principal place of business located at _____, Illinois (the "LICENSEE"), in regard to the following. (The Village and the LICENSEE are at times referred to herein individually as a "Party" and collectively as the "Parties".)

WHEREAS, the Village owns a vacant parcel of real estate located on East Side of 1st Avenue, immediately South of Ohio Street, Maywood, Illinois 60153 (the "Village Property"); and

WHEREAS, LICENSEE desires to use the Village-assigned portion of the Village Property, as noted below, to operate a food truck to sell food at retail to the public (the "Activity") on the following dates and times (collectively, the "Activity Dates and Times"), subject to modification by the Village Manager as provided in this Agreement:

- **Food Truck Parking Space:** **TBD by the Village Manager**
- **Dates and Times:** **TBD by the Village Manager**

WHEREAS, the use of the Village Property by the LICENSEE shall be non-exclusive in that the Village intends to allow other food trucks to also use the Village Property on the same dates and at the same times as the LICENSEE's use of the Village Property; and

WHEREAS, it shall be a violation of this Agreement and unlawful for LICENSEE, or any of its owners, employees or contractors, to operate any food truck under this Agreement, unless the LICENSEE has first:

- i. Obtained and maintains a current County Health Department permit relative to the preparation and service of food from the food truck; and
- ii. Applied for, obtained and maintains a business license from the Village.

NOW, THEREFORE, in consideration of the foregoing, and for the mutual promises hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Village grants the LICENSEE a permit for the non-exclusive, temporary use of the Village Property for the Activity on the Activity Dates and Times, subject to the following terms and conditions:

1. Term and License Fee; Suspension; Termination. The above Whereas clauses are incorporated into this Section 1 by reference. In consideration of the **payment of \$_____ (Temporary Use Permit Fee)** by the LICENSEE, the Village authorizes the temporary, non-exclusive use of the Village Property by the LICENSEE only for the uses described above as the Activity and only on the Dates and Times described above as the Activity Dates and Times. The temporary, non-exclusive Temporary Use Permit and License granted under this Agreement to use the Village Property for the Activity terminates or may be suspended as follows:

- A. Upon twenty-four (24) hours prior verbal or written notice to the LICENSEE, the Village Manager at any time may temporarily suspend the LICENSEE's right to use the Village Property for one or more days for any public health and safety purpose, municipal purpose. Any public health and safety purpose, municipal use or other usage of the Village Property by the Village takes priority over the LICENSEE's use of the Village Property under this Agreement.**

- C. Upon five (5) days prior written notice to the LICENSEE, the Village Manager may permanently modify the LICENSEE's right to use the Village Property by changing the above referenced Activity Dates and Times to accommodate any other public health and safety purpose, municipal purpose or use. In such case, the Village Manager will provide the LICENSEE with a letter that modifies this Agreement that states the new Activity Dates and Times.
- D. Either Party may immediately terminate this Agreement for any reason at any time during the Term of this Agreement upon delivery of written notice to the other Party. The termination shall be effective immediately or on the termination date set forth in the termination notice.

In addition, the obligations of the LICENSEE set forth in Section 3 (Care, Maintenance and Restoration) shall survive the termination of this Agreement until those obligations are fully satisfied by the LICENSEE.

2. Use and Condition of Premises. The LICENSEE accepts the Village Property in "AS-IS, WHERE-IS" condition as existing on the date of the execution of this Agreement. The LICENSEE acknowledges that it has inspected the Village Property and acknowledges that it is in good condition. **THE VILLAGE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE CONDITION OF THE VILLAGE PROPERTY.** The LICENSEE acknowledges that the Village has made no representations or promises to LICENSEE to alter or otherwise improve the condition of the Village Property.

3. Care, Maintenance and Restoration. The LICENSEE shall, at its own expense and at all times, be responsible for maintaining the Village Property, as well as the areas used for activities associated with the Activity, in good condition and free from litter and other debris generated by the Activity. The LICENSEE shall, at its own expense, hire personnel to clean-up all litter and debris from participants, patrons and attendees of the Activity, to wash the Village Property in order to remove any food, drink or paint residue (if necessary), and to repair or replace any damage to the Village's personal property and the Village Property caused during the Activity. Upon termination of this Agreement, by lapse of time or otherwise, the LICENSEE, at its own expense, shall return and restore the Village Property to as good condition as immediately prior to the execution of this Agreement, ordinary wear and tear excepted. The Village Manager shall direct the LICENSEE to make such repairs and restorations as the Village deems necessary in order to restore the Village Property to its previous condition.

4. Interference With Access. The LICENSEE represents and warrants that its use of the Village Property shall not interfere in any way with the use of the public rights-of-way or property owned by the Village, the State or the County.

5. Assignment and Subletting. This Agreement may not be assigned or subletted by LICENSEE without the prior written consent of the Village, which may be withheld in the Village's absolute discretion. In the event of the LICENSEE's unauthorized assignment or subletting, this Agreement shall immediately terminate.

6. Village Entry and Inspection. The Village and the Village's employees, agents, representatives and volunteers are authorized to enter upon the Village Property, as well as the areas used for activities associated with the Activity, at any time and with or without prior notice, for all lawful purposes.

7. Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification. LICENSEE covenants and agrees as follows:

- A. **Hold Harmless and Indemnification.** The LICENSEE agrees to protect, indemnify, save and hold forever harmless **the Village of Maywood and its officers, current/past/future appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates")** from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including the LICENSEE, and their officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees arising out of or relating to the Activity, LICENSEE's use, the Activity attendees' use or the public's use of the Village Property or the areas used for activities associated with the Activity, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under this Agreement.
- B. **Risk Of Injury.** The LICENSEE assumes the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees or members of the public who attend the Activity may sustain arising out of or relating to the Activity, LICENSEE's use, Activity attendees' use or the public's use of the Village Property or the areas used for activities

associated with the Activity, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under this Agreement.

- C. **Waiver Of Claims.** The LICENSEE agrees to waive and relinquish any and all claims or causes of action of any kind that it or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees may have against the Village and the Village Affiliates arising out of or relating to the Activity, LICENSEE's use, the Activity attendees' use or the public's use of the Village Property or the areas used for activities associated with the Activity, or any matters arising out of or relating to matters covered under this Agreement.
- D. **Release From Liability.** The LICENSEE fully releases and discharges the Village and the Village Affiliates from any and all claims or causes of action of any kind, including but not limited to illness, injury, death, damages or losses which LICENSEE or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees or members of the public may have or which arise out of or relate to the Activity, LICENSEE's use, the Activity attendees' use or the public's use of the Village Property or the areas used for activities associated with the Activity, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under this Agreement.

8. Insurance. During the term of this Agreement, the **LICENSEE agrees to have the Village and the Village Affiliates expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Activity for the purposes stated herein.** The LICENSEE shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

Insurance Coverage:

- A. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- B. Umbrella Coverage – \$1,000,000
- C. Property Damage – \$500,000 per occurrence
- D. Workers' Compensation – Statutory

The LICENSEE shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Agreement (as defined below in Section 21), copies of which are incorporated herein and attached hereto as **Exhibit "1"** and made a part hereof. The LICENSEE shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide." The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. The LICENSEE shall also carry, during the life of this Agreement, a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

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

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 LICENSEE's failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the LICENSEE shall be primary to the Village's own insurance.

9. Alterations. The LICENSEE shall not, without first obtaining the written consent of the Village, make any alterations, additions or improvements to the Village Property, which consent may be withheld in the discretion of the Village. It is expressly understood by LICENSEE and its agents that if the LICENSEE performs any alterations to the Village Property, LICENSEE agrees to indemnify, hold harmless, release, waive, assume the risk and defend the Village and the Village Affiliates from any and all liabilities, costs, expenses, damages, claims or

causes of action of any kind, including but not limited to death, illness, injuries, damages and losses which any person, including the LICENSEE or its officers, employees, volunteers, agents, contractors, subcontractors, the Activity attendees or members of the public, may have or which arise out of, are connected with or are in any way associated with the construction or performance of the alterations of the Village's Village Property to the full extent possible under the provisions of Section 7 of this Agreement (Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification).

10. Default. Each of the following acts or omissions of the LICENSEE or occurrences shall constitute an "Activity of Default":

- A. Failure or refusal by the LICENSEE to comply with any of the obligations of the LICENSEE set forth in this Agreement; and
- B. Failure or refusal by the LICENSEE to hold the Activity or use the Village Property.

11. Village's Remedies on Default. If the LICENSEE defaults in the performing of any of the other covenants or obligations hereof, or in the occurrence of any Activity of Default, the Village shall give the LICENSEE written or verbal notice of such default; and if the LICENSEE does not immediately cure any such default or take immediate actions to cure such default, then the Village may terminate this Agreement. Upon termination of this Agreement, the LICENSEE shall promptly remove its personal property, equipment and materials from the Village Property and shall not conduct activities associated with the Activity.

12. Non-Waiver. Failure by the LICENSEE 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 LICENSEE 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.

13. Attorneys' Fees. In case suit should be brought by the Village for recovery of the Village Property, or because of any act, which may arise out of the use or possession of the Village Property or to enforce the terms of this Agreement, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.

14. Notices. Any notice which either Party may or is required to give shall be given by mailing the same, by Personal Delivery or United States Registered or Certified Mail, postage prepaid, to LICENSEE at its current business address listed above at Page 1, or to the Village at 40 Madison Street, Attention Village Manager, Maywood, Illinois 60153, or to such other places as may be designated by the Parties from time to time.

15. 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.

16. Right to Terminate. In addition to the termination rights set forth above in Section 1 (Term and License Fee; Suspension; Termination), the Village may suspend or terminate the operation of the Activity or terminate this Agreement at any time and for any reason relating to the exercise of any Village governmental purposes or the Village's decision to sell, lease, license or otherwise permit another person or public entity to occupy the Village Property or to ensure the public safety or for a violation of applicable federal, state, county or Village laws or this Agreement, upon written notice or verbal notice to the LICENSEE. In the event the Village exercises its right to terminate this Agreement, the LICENSEE shall not be entitled to a return of the Temporary Use Permit Fee and agrees to restore the Village Property to its condition, as required above by Section 3 (Care, Maintenance and Restoration). If this Agreement is terminated by the Village, the temporary, non-exclusive license to use the Village Property shall terminate at the same time. Otherwise, this Agreement shall terminate as provided in Section 1 above, except that the release, hold harmless and indemnification provisions of Section 7 of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitation period that applies to all claims and causes of actions of any kind that could be or are brought against the Village or the Village's Affiliates that arise out of or relate to any matters covered by this Agreement, including the approval of this Agreement by the Village. In addition, the obligations of the LICENSEE set forth above in Section 3 (Care, Maintenance and Restoration) shall survive the termination of this Agreement until those obligations are fully satisfied by the LICENSEE.

17. Compliance With Laws. The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

- A. Certification.** Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing this Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
- B. Non-Discrimination.** Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).
- C. Illinois Freedom Of Information Act.** The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, each Party must maintain and make available to the other Party, upon request, their records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the FOIA.

18. Venue. 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. 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.

19. Complete Defense. It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by LICENSEE or by a third party in connection with or on account of any of the

matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

20. Authority to Bind. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

21. Effective Date: This Agreement shall become effective upon the date of execution by the last signatory below.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as of the dates listed below.

VILLAGE OF MAYWOOD

LICENSEE: _____ **d/b/a** _____

By: _____

By: _____

Name: _____
Village President or Village Manager

Name: _____
Title: _____
Authorized Officer

Date: _____, 2021

Date: _____, 2021

Exhibit "1"

Certificate of Insurance obtained by LICENSEE

(as required in this Agreement)

(attached)



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

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www.ktjlaw.com

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 T. Jurusik
DATE: June 21, 2021
RE: Proposed Operation of the Fred Hampton Pool by the Maywood Park District

In order to facilitate a discussion concerning the possible operation of the Village’s pool by the Maywood Park District, I have enclosed the following documents for your review at the June 26, 2021 Special Village Board Meeting:

1. MAYWOOD PARK DISTRICT - FRED HAMPTON POOL PROPOSAL 2020; and
2. A POOL USE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE WEST COOK YMCA (2019 SUMMER SEASON).

For a number of years, the YMCA operated the Village’s Fred Hampton Pool (the “Pool”) pursuant to use agreements with the Village. The last version of that Agreement, from 2019, is attached. In 2020, the Park District submitted a proposal relative to maintenance, operation and control of the Pool by the Park District. We did not review the Park District proposal at the time based initially on direction from the then-Village Manager, and subsequently, because the pool remained closed during 2020 due to COVIC restrictions. If the Board is interested in moving forward with operation of the pool by the Park District at this time, we could review the Park District’s proposal against the form used previously with the YMCA and create a new version for further discussion and negotiation with the Park District.

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

Michael

Enclosure

cc: Chasity Wells-Armstrong, Village Manager (w/ encls.)
Gwaine Dianne Williams, Village Clerk (w/ encls.)
Michael A. Marrs (w/ encls.)

**POOL USE AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND THE WEST COOK YMCA
(2019 SUMMER SEASON)**

This **POOL USE AGREEMENT** ("Agreement") is made and entered into this ___ day of _____, 2019, by and between the VILLAGE OF MAYWOOD, an Illinois Municipal Corporation ("Village"), and the WEST COOK YOUNG MEN'S CHRISTIAN ASSOCIATION INCORPORATED, an Illinois not-for-profit corporation ("YMCA").

RECITALS

WHEREAS, the Village currently owns and maintains a public pool, land adjacent to the pool inside a fenced area, and related facilities inside a fenced area, commonly known collectively as the Fred Hampton Family Aquatic Center ("Pool Facility"), on property commonly known as Maywood Park, and which is located north of Oak Street, south of the Union Pacific Railroad lines, west of 1st Avenue and east of 5th Avenue; and

WHEREAS, the Village and the YMCA desire for the Pool Facility to be maintained, operated and controlled by the YMCA during the 2019 summer season ("2019 Season"), including the provision of all management, staff and activities at the Pool Facility; and

WHEREAS, the Village and the YMCA find that it is necessary and desirable, and in the best interests of the Village and the YMCA 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 YMCA during the 2019 Season.

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 is incorporated herein and made a part of this Agreement.

2. **EFFECTIVE DATE, TERM AND TERMINATION**: This Agreement shall be deemed dated and 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 August 18, 2019**, unless such term is extended by mutual written agreement of the parties. Either party may terminate this Agreement for any reason upon ten (10) calendar days' written notice. Upon termination, the YMCA shall immediately cease its operation of and access to the Pool Facility. At the time of termination of this Agreement, the YMCA 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 YMCA-owned locks that have been temporarily installed at the Pool Facility.

3. **POOL FACILITY OPERATION, CONTROL AND MAINTENANCE**: Responsibility for Pool Facility operation, control and maintenance during the term of this Agreement shall be as follows: (a

summary of the responsibilities for routine maintenance and operation of the Pool Facility is attached hereto as **Exhibit "A"**):

- A. 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 operating condition. 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 YMCA.
- B. The YMCA shall be responsible for routine maintenance and operation 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). Failure by the YMCA to maintain the Pool Facility to the satisfaction of the Village shall be regarded as a default under this Agreement.
- C. The Village agrees to allow the YMCA access to and use of all existing equipment located at the Pool Facility necessary for routine maintenance and operation of the Pool Facility.
- D. The YMCA shall control access to the Pool Facility by keeping the Pool Facility secured at all times and locked when not in use so that no unauthorized access into the Pool Facility may occur.
- E. The YMCA shall operate the Pool Facility by opening it for the **2019 Season**, which shall be defined as **Monday, June 10, 2019 through Sunday, August 18, 2019**, to the Village residents, YMCA members and the 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 YMCA will provide a final schedule of hours of operation, programming and activities to the Village Manager by Monday, May 20, 2019**, which schedule shall be generally consistent with the "YMCA - 2019 Season Pool Operating Hours and Fee Schedule For The Maywood / Fred Hampton Family Aquatic Center," which is attached hereto as **Exhibit "B"** and made a part hereof.
- F. The YMCA shall provide management and appropriate certified staff to operate the Pool Facility in a professional manner. All management and staff used for operation and routine maintenance activities at the Pool Facility shall be YMCA employees, unless the YMCA and the Village mutually agree in writing to have the Village, at its cost, employ certain people to perform certain designated functions at the Pool Facility. **Staff employed by the Village will be under the supervision of the YMCA and be trained by YMCA staff.**
- G. The pool at the Pool Facility shall not be used without a YMCA Lifeguard on duty.
- H. The Village will provide a temporary uniformed security officer at the Pool Facility during Pool Facility hours. The Maywood Police Department will vet the security staff and manage times that are worked; the Maywood Police Department will conduct hourly checks on the Pool Facility by officers assigned to Zone 2 (Pool and Park area) which will include a walk around the concession area identified as a concern; the Maywood Police Department will assign a Part-Time Officer (PTO) from 3:00 p.m. to

7:00 p.m. to cover Pool Facility closings and walk Pool Facility manager to car with daily cash bank.

- I. The YMCA shall operate the Pool Facility in accordance with the terms of this Agreement. However, if the revenue generated by users of the Pool Facility is not enough to cover the operating cost of the Pool Facility, or there is a lack of available and qualified staff to provide a safe environment, the YMCA, subject to prior notice and discussion with the Village Board members, reserves the right to alter the hours and dates of operation.
 - J. The Village and the YMCA will collaborate to promote Pool Facility operations, as outlined in the attached "YMCA - 2019 Season Pool Operating Hours and Fee Schedule For The Maywood / Fred Hampton Family Aquatic Center" (**Exhibit "B"**), such as lessons and any other applicable events and/or programs. However, the YMCA agrees to be the party with the primary responsibility for promoting the use of the Pool Facility to Village residents, Village-based schools and community organizations and groups as well as the other West Cook YMCA community members.
 - K. Upon termination of this Agreement, the YMCA 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 excepted.
 - L. The Village reserves the exclusive right to operate, or have a contractor operate on its behalf, a concession stand at the Pool Facility.
5. **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.
6. **FEES:** The parties agree as follows:
- A. **Pool Start-Up and Operations Fee:** The Village agrees to pay to the YMCA an amount equal to **SIXTY-THREE THOUSAND AND NO/100 DOLLARS (\$63,000.00)** for the sole purpose of contributing to the start-up 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 2019 Season. The YMCA is solely responsible for paying the remaining start-up costs, common maintenance costs, operational costs, advertising and activities / programming costs, and staffing costs incurred relative to the operation of the Pool Facility for the 2019 Season. In the event that the YMCA incurs start-up costs, common maintenance costs, operational costs, advertising and activities / programming costs, and staffing costs related to the Pool Facility for the 2019 Season that are less than the Pool Start-Up and Operations Fee, the YMCA shall return the unused portion of the Pool Start-Up and Operations Fee to the Village within thirty (30) calendar days of delivery of the financial statement mentioned in Section 6.B. below. **The payment of the Pool Start-Up and Operations Fee shall be made in three (3) equal payments: (1) one-third of the Pool Start-Up and Operations Fee (or \$21,000.00) shall be paid on or before Friday, April 19, 2019; (2) one-third of the Pool Start-Up and Operations Fee (or \$21,000.00) shall be paid on or before Friday, May 24, 2019; and (3) one-third of the Pool Start-Up and Operations Fee (or**

\$21,000.00) shall be paid on or before Friday, June 28, 2019.

- B. **Audit; Return of Pool Start-Up and Operations Fee:** The YMCA shall prepare a financial statement (as required by Section 6.E. below) of the actual, documented costs incurred by the YMCA 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 2019 Season, and, to the extent that such costs do not exceed the Pool Start-Up and Operations Fee paid by the Village, as a result of any early termination of this Agreement (See, Section 6.C. below), then the YMCA agrees to return to the Village the unused portion of the Pool Start-Up and Operations Fee within thirty (30) calendar days of its delivery of the financial statement to the Village Manager. The YMCA 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 2019 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 YMCA under this Agreement.
- C. **Early Termination; Default - Cure:** In the event that the Pool Facility does not operate for the entire 2019 Season by mutual consent of the parties, the parties agree that the financial statement process, sharing of net profits and return of Pool Start-Up and Operations Fee (if any is owed) identified in this Section 6 will be followed. 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. **Pool Revenues; Financial Statement:** Subject to Sections 6.E. and 6.F. below, the YMCA shall be entitled to any fees generated by the Pool Facility during the term of this Agreement, including fees related to Pool Facility passes, rental of the Pool Facility, and fees generated by recreational programming run by the YMCA at the Pool Facility, but excluding any revenues generated by a Village-operated concession stand. The YMCA agrees to use the fees generated by the Pool Facility to defray the costs associated with maintaining, controlling and operating the Pool Facility. The YMCA agrees to maintain current and accurate records of all fee income generated and incurred expenses related to the Pool Facility and to 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 2019 Season within sixty (60) calendar days of the closing date of the Pool Facility. This financial statement shall include a profit and loss statement for the 2019 Season. The Village's Pool Start-Up and Operations Fee shall be included in the financial statement as fee income for purposes of determining net profit and net losses.
- E. **Sharing of Net Profit:** The YMCA and the Village agree to share equally any net profit that is realized by the operation of the Pool Facility for the 2019 Season. The term "net profit" shall mean that amount of income generated by the operation of the Pool Facility for the 2019 Season that is in excess of the actual, documented expenses incurred by the YMCA in operating the Pool Facility during the 2019 Season. The

Village's Pool Start-Up and Operations Fee shall be included as fee income for purposes of determining net profit. The YMCA shall pay to the Village its fifty percent (50%) share of any net profit within thirty (30) calendar days of delivery of the financial statement.

- F. **Sharing of Net Operating Losses:** The Village's Pool Start-Up and Operations Fee and all other sources of Pool Facility-related revenues received by the YMCA shall be included as revenue for 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 YMCA's capped contribution toward any net operating losses equal to FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)**. The Village shall pay all net operating losses that are in excess of the YMCA's capped contribution. The Village shall pay to the YMCA its share of any actual, documented net losses within thirty (30) calendar days of delivery of the financial statement.

7. **MUTUAL COOPERATION:** The Village and the YMCA agree to fully cooperate, consult and inform each other regarding any and all major decisions related to maintenance, operation and control of the Pool Facility, in order to achieve the mutual goals and purposes of maintaining, operating and controlling a high quality recreational Pool Facility and related programming for the residents of the Village and members of the YMCA. During the term of this Agreement, as requested by either party, the Village and the YMCA agree to consult one another in connection with:

- A. Achievement of goals for programming provided at the Pool Facility by the YMCA, including swimming lessons and other recreational programming, services, and events related to the Pool Facility.
- B. Personnel matters, including hiring of qualified, certified, employees by the YMCA for staffing the Pool Facility.
- C. Replacement, repairs or additions to equipment needed for the maintenance, operation or control of the Pool Facility.
- D. Any other matter concerning the operation of the Pool Facility, including without limitation the YMCA's implementation of safety practices at the Pool 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 persons using the Pool Facility.

8. **RENTAL OF POOL FACILITY:** The YMCA may rent out use of the Pool Facility for events during the term of this Agreement, subject to the prior approval of the Village Manager. The Village shall not be named as a party in any rental agreement, any rental agreement entered into shall specify that the YMCA and/or lessee are solely responsible for any liability associated with or arising out of the rental, and renter shall sign a waiver, hold harmless and indemnification agreement that protects the Village and YMCA. The Village Manager may, in his or her sole discretion, deny any proposed rental.

9. **AS-IS, WHERE-IS:** The YMCA shall insure that the Pool Facility is still in compliance with the federal Virginia Graeme Baker Spa and the Pool Safety Act prior to opening, subject to the Village's responsibility to pay for the costs of any compliance measures and the mechanical upkeep of the Pool

Facility. The YMCA 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.

10. **INDEMNIFICATION BY YMCA:** 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 Section 12 below, and to the extent permitted by law, the YMCA agrees to defend, indemnify and hold harmless the Village and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, attorneys and engineers (the “Village Affiliates”) from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, as follows:

- 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 out of the negligence or tortious, willful or unlawful acts or omissions in association with the conduct of the YMCA, its officers, agents, employees, contractors or subcontractors (“YMCA Affiliates”), and in connection with any personal injury, bodily injury, illness or death, or loss or damage to the property of any person, associated with or related to the use of the Pool Facility, YMCA’s maintenance, operation and control of the Pool Facility and/or other YMCA responsibilities under this Agreement and brought against the Village or any of the Village 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 or willful or unlawful acts or omissions of the Village and/or the Village Affiliates.
- B. Loss or damage resulting from the YMCA’s failure to comply with any provision of this Agreement, or of any federal, State or local law or regulation applicable to the YMCA.

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

11. **INDEMNIFICATION BY VILLAGE:** As a material inducement for the YMCA to enter into this Agreement, and subject to the terms and limitations of the insurance coverages set forth in Section 12 below, and to the extent permitted by law, the Village agrees to defend, indemnify and hold harmless the YMCA and the YMCA Affiliates from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, as follows:

- 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 out of the negligent or tortuous, willful or unlawful acts or omissions of the Village or Village Affiliates and in connection with 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 Village's mechanical upkeep and maintenance of the Pool Facility and/or other Village responsibilities under this Agreement and brought against the YMCA or any of the YMCA 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 YMCA and/or the YMCA Affiliates.

- B. Loss or damage resulting from the Village's failure to comply with any provision of this Agreement, or of any federal or State law or regulation applicable to the Village.

12. **INSURANCE.** The YMCA and Village shall each 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. The minimum general aggregate shall be no less than \$2,000,000.
- B. Workers' Compensation: Workers' Compensation limits as required by State statute.
- C. Employer's Liability: \$500,000 per incident.
- D. Excess Liability: \$5,000,000 per occurrence and in the aggregate. (The Village shall reimburse the YMCA for any additional premium incurred in increasing its current excess liability coverage to \$5,000,000.)

The insurance coverage of the YMCA 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 on a primary and non-contributing basis. The YMCA shall keep a current certificate of insurance on file with the Village at all times during the term of this Agreement. The Village shall be provided with thirty (30) calendar days written notice should any of the described policies be cancelled or materially changed before the expiration date thereof.

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

13. **BUILDINGS, STRUCTURES, FIXTURES, STATUES, PLAQUES AND OTHER ARTWORK, LANDMARKS OR ARCHITECTURAL FEATURES:** The YMCA 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 this Agreement. The YMCA 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 consent 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.

14. **PRIORITY OF MAYWOOD RESIDENTS:** Residents of the Village will be given first priority in any recreational program openings related to the Pool Facility.

15. **STANDARD OF CONDUCT:** The YMCA shall not tolerate any unsafe, illegal or inappropriate behavior or conduct by Pool Facility patrons, renters, guests or other 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 the termination of this Agreement by the Village if such activities are promoted by, participated in by, condoned or allowed to happen by YMCA personnel. Such conduct may result in the 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 YMCA personnel and is likely to result in immediate harm to the Pool Facility and/or patrons, renters, guests or other invitees, or the YMCA’s own employees and agents, such that providing notice is not practical.

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 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:

<p>To the Village: Village Manager Village of Maywood 40 Madison Street Maywood, Illinois 60153 Telephone: (708) 450-6301</p>	<p>To the YMCA: Chief Operations Officer – Kevin Klein West Cook YMCA 255 South Marion Street Oak Park, Illinois 60302 Telephone: (708) 434-0203</p>
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17. **MECHANIC’S LIEN:** The YMCA will not suffer or permit any mechanic’s lien or other such lien to attach to the Pool Facility. The YMCA 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 YMCA and the 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.

19. **ASSIGNMENT:** The YMCA shall not assign, sublet, transfer or convey this Agreement

and its obligations hereunder to any person or entity.

20. **GOVERNMENTAL REGULATIONS:** The YMCA 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 YMCA 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.

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 any Exhibits attached hereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the 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.

23. **AMENDMENT:** No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change hereto shall be in writing upon mutual agreement of the parties. A party recommending a revision or modification to this Agreement shall provide the other party with at least ten (10) days' notice of the proposed change.

24. **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 implied, 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 YMCA and/or Village, and/or any of their respective officials, officers and/or employees.

25. **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 April 9, 2019. Execution of this Agreement by the YMCA is authorized by a motion passed by the Board of Directors of the YMCA on March 4, 2016. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

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

27. **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 this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties.

28. **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.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date the last signatory signed and dated this Agreement below, which date shall be inserted on page 1 hereof.

VILLAGE OF MAYWOOD

WEST COOK YMCA

By: _____
Edwenna Perkins
Village President

By: _____
Name: _____
President/Chief Executive Officer

Date: _____, 2019

Date: _____, 2019

Attest: _____
Viola Mims
Village Clerk

Attest: _____
Name: _____
Chief Operating Officer

Date: _____, 2019

Date: _____, 2019

EXHIBIT "A"

POOL FACILITY OPERATION, CONTROL AND MAINTENANCE

West Cook YMCA – Routine Maintenance and Operation of the Fred Hampton Pool in Maywood:

- **Daily upkeep and checks of:**
 - Pumps
 - Filters
 - Backwashing – cleaning filtration
 - Ordering chemicals (Chlorine/Acid)
 - Dispersing chemicals
 - Test kits for testing the water
- **Bathroom**
 - Daily cleaning
 - Unclogging toilets and sinks
- **Locker room**
 - Daily cleaning
- **Pool Deck**
 - Daily cleaning

Village of Maywood is responsible for:

- On site surveillance cameras
- The Village will provide a temporary uniformed security officer at the pool during pool hours. The Maywood Police Department will vet the security staff and manage times that are worked; the Maywood Police Department will conduct hourly checks on the Pool Facility by officers assigned to Zone 2 (Pool and Park area) which will include a walk around the concession area identified as a concern; the Maywood Police Department will assign a Part-Time Officer (PTO) from 3:00 p.m. to 7:00 p.m. to cover Pool Facility closings and walk Pool Facility manager to car with daily cash bank.
- Landscaping
- Scheduling trash pick-up
- Any structure issues with building such as front entrance, men's and women's locker room, cashier desk, lifeguard office
- Replacing the privacy screen located on fence and general fence repairs
- Any breakdown of mechanical equipment
- Major plumbing issues
- Major electrical issues, including the outdoor lights
- All Pool Structural issues:
 - Leaks
 - Cracks
 - Problems with drains
 - Ladders
- Structural issues with:
 - Slides
 - Ladders
 - platform
- AED unit

The Village of Maywood may contract with YMCA Building & Operation Staff for some of the items listed in the "Village of Maywood is responsible for" items and we can address them at our \$25.00 per hour rate.

EXHIBIT "B"

**YMCA – 2019 Season Pool Operating Hours and Fee Schedule
For The Maywood / Fred Hampton Family Aquatic Center**

Dates and Hours of Operation: June 10, 2019 to August 18, 2019 from 12:00 Noon to 7:00 p.m.

	Maywood Resident	Non-Resident
Daily Fees		
Youth (Ages 3-17)	\$5	\$7
Adult (Ages 18-54)	\$8	\$10
Senior (Ages 55+)	\$6	\$8
Family (Limit 6)	\$15	\$17
Annual Passes		
Youth (Ages 3-17)	\$40	\$60
Adult (Ages 18+)	\$50	\$70
Family (Limit 6)	\$90	\$110

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 commerce 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 remainder of this Agreement shall be construed as if such invalid part were never include 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 propose 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