



**NOTICE AND AGENDA FOR COMBINED COMMITTEE  
OF THE WHOLE MEETING OF THE PRESIDENT AND BOARD  
OF TRUSTEES AND SPECIAL MEETING  
OF THE PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF MAYWOOD  
TUESDAY, MARCH 1, 2022  
AT 7:00 PM  
COUNCIL CHAMBERS  
125 SOUTH 5<sup>TH</sup> AVENUE  
MAYWOOD, ILLINOIS**

**AGENDA**

**This meeting will be open to the public for in-person attendance subject to applicable social distance guidelines. Masks or face coverings are required for all people who physically attend this meeting, if required by Illinois Governor’s Order.**

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

**Live Stream at Village Website Home Page via Village Facebook and YouTube Platforms:**

**Go to [www.maywood-il.org](http://www.maywood-il.org) and Click (Livestream).**

**The public may listen to and participate in the meeting by joining through Zoom (<https://zoom.us>).**

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

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

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

**[cthompkins@maywood-il.org](mailto:cthompkins@maywood-il.org) or [tpavlik@maywood-il.org](mailto:tpavlik@maywood-il.org) and/or faxing to (708) 681-8818.**

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

**Public comment will be allowed during the public comment portion of the public meeting with the Chair recognizing members of the public who use the “raise hand” function in the Zoom app.**

**1. Call to Order**

**2. Roll Call**

**3. Invocation**

**4. Pledge of Allegiance to the Flag**

**5. Approval of minutes for the Committee of the Whole Village Board Meeting of the Board of Trustees on Tuesday, February 1, 2022. 5**

**6. Oaths, Reports, Proclamations, Announcements and Appointments**

**7. Finance Management Report(s):**

**A. Presentation by Lanya Satchell, Finance Director: Village of Maywood Financial Report for the month ending January 31, 2022. 9**

**8. Public Comments:**

**9. Village President Report Agenda Item(s):**

A. Discussion on a Resolution in Support of Tax Increment Financing.	67
B. Status report and photo slide show of Active Economic Redevelopment Projects in the Village.	69
C. Proclamation acknowledging Women's History Month	73
D. Historic Preservation Commission, Civil War Reenactment (May 14, 2022).	76
E. The Answer Inc., Walk-a-Thon (May 7, 2022)	78
F. Village Pride, Village Wide (April 30, 2022)	82
G. Updated Maywood Community Calendar	86
H. Discussion on Maywood Park District Management Agreement for Fred Hampton Aquatic Center	98

**10. Village Manager's Report:**

A. Presentation from IMPACT Networking LLC to address IT assessment of the Village.	122
B. General Operational Updates	154
C. Request for new Overhead Garage Doors at Fire Station No. 2. by Chief Bronaugh.	155

**11. Village Attorney Report:**

**12. Trustee Committee Report(s):**

A. Planning and Development Committee	
B. Fiscal Accountability and Government Transparency Committee	
C. Community Policing and Public Safety Committee	
D. Engagement and Communication Committee	
E. Infrastructure and Sustainability Committee	
F. Ordinance and Policy Committee	
1) Recommendation on 6-month freeze (moratorium) on certain business licenses	166

**13. New Business (Discussion and Recommendation Only):**

A. Discussion and recommendation of: Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement between the Village of Maywood and the County of Cook, Illinois for the Provision of Environmental Health Inspectional Services (Term: December 1, 2021 to November 30, 2022), with the Agreement attached as <u>Exhibit "A"</u> , and with a cover memo dated February 23, 2022 from Klein, Thorpe and Jenkins, Ltd.	167
B. Discussion and recommendation of: Resolution Approving and Authorizing the Execution of an Amended Agreement between the Village of Maywood, Illinois and Property Registration Champions, LLC for Assistance with the Implementation and Enforcement of a Vacant Property and Foreclosure Property Registration Program, with the Amended Agreement attached as <u>Exhibit "A"</u> , and with a cover memo dated February 23, 2022 from Klein, Thorpe and Jenkins, Ltd.	177
C. Discussion and recommendation of: Resolution of the Village of Maywood in Support of Tax Increment Financing, with a cover memo dated February 23, 2022 from Klein, Thorpe and Jenkins, Ltd.	193

D. Discussion and recommendation of: Resolution Authorizing a Waiver of the Competitive Bid Process, and Approving and Authorizing the Execution of a Contract with Lakeshore Recycling Systems, LLC for the Collection and Disposal of Residential Waste, Recycling and Certain Village Generated Waste (Term: April 1, 2022 to March 31, 2027), with a Confidential cover memo dated February 23, 2022 from Klein, Thorpe and Jenkins, Ltd. 197

E. Discussion and recommendation of: Ordinance Authorizing Certain Expenditures from the General 228 Fund and the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area Fund to pay for the Televising and Cleaning of Certain Sewers and Award of Contract to low bidder Sewertech, LLC (Project: Televising and Cleaning of Certain Combined Sewers for the 2022 Capital Improvements Project), with a cover memo dated February 23, 2022 from Klein, Thorpe and Jenkins, Ltd.

F. Discussion and recommendation of: Adoption Schedule and Public Hearing Date for Fiscal Year 2022/2023 Budget, with cover memo dated February 23, 2022 from Klein, Thorpe and Jenkins, Ltd. 241

- 1) Draft Notice of Public Hearing regarding the Village of Maywood’s Fiscal Year 2022/2023 Budget (May 1, 2022 through April 30, 2023).
- 2) Draft Agenda for Public Hearing concern the Proposed Fiscal Year 2022/2023 Budget (May 1, 2022 through April 30, 2023).
- 3) Draft Ordinance Approving the Fiscal Year 2022/2023 Village of Maywood Budget (May 1, 2022 through April 30, 2023).

G. Draft Resolution Approving the Appointment of Village Manager Chasity Wells-Armstrong as Budget Officer for the Village Of Maywood, with a Cover Memo Dated February 23, 2022 From Klein, Thorpe And Jenkins, Ltd. 253

**14. Old Business (Discussion and Recommendation Only):**

**15. Other Matters**

**16. For Information Only**

**17. Closed Meeting Session**

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

**18. Adjournment of the Committee of the Whole Meeting and Open Special Village Board Meeting**

**19. COMMENCEMENT OF MARCH 1, 2022 SPECIAL MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES**

**20. Call to Order**

**21. Roll Call**

**22. New Business:**

A. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDED AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, ILLINOIS AND PROPERTY REGISTRATION CHAMPIONS, LLC FOR ASSISTANCE WITH THE IMPLEMENTATION AND ENFORCEMENT OF A VACANT PROPERTY AND FORECLOSURE PROPERTY REGISTRATION PROGRAM

B. RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS AND APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH LAKESHORE RECYCLING SYSTEMS, LLC FOR THE

COLLECTION AND DISPOSAL OF RESIDENTIAL WASTE, RECYCLING AND CERTAIN VILLAGE GENERATED WASTE (Term: April 1, 2022 to March 31, 2027)

C. RESOLUTION OF THE VILLAGE OF MAYWOOD IN SUPPORT OF TAX INCREMENT FINANCING

23. **Closed Meeting Items:**

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

B. Probable and Imminent Litigation (5ILCS 120/2(c)(11))

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

D. The purchase or lease of real property for use by the Village (5ILCS 120/2(c)(5)).

E. The setting of a price for sale or lease of property owned by the Village (5ILCS 120/2(c)(6)).

24. Adjournment:

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

The above Public Meeting restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and the Illinois Governor's Disaster Proclamations (Restore Illinois Plan), and Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan and the mask mandate for individuals within indoor public places.

VILLAGE OF MAYWOOD  
MINUTES OF THE COMMITTEE OF THE WHOLE MEETING/SPECIAL MEETING OF THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD  
TUESDAY, FEBRUARY 1, 2022

Call to Order

The Committee of the Whole Meeting of Tuesday, February 1, 2022, was called to order by Mayor Nathaniel George Booker at 7:02 p.m. in the Council Chambers at 125 South 5<sup>th</sup> Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Gwaine Dianne Williams, Village Clerk, the following answered Present: Mayor Nathaniel George Booker, Trustees A. Sanchez (Remotely), S. Reyes-Plummer (Remotely), M. Jones (Remotely), A. Peppers (Remotely), and I. Brandon. Absent: Trustee M. Lightford. There being a Quorum present, the meeting was convened.

Staff Attendance:

Chasity Wells-Armstrong, Village Manager (Remotely)  
LaSondra Banks, Community Engagement Director (Remotely)  
Walter Duncan, Building and Code Enforcement Director (Remotely)  
Michael Jurusik, Village Attorney (Remotely)  
Tom Pavlik, Village Deputy Clerk  
Bill Peterhansen, Village Engineer (Remotely)  
Lanya Satchell, Finance Director (Remotely)  
John West, Public Works Director  
Gwaine Dianne Williams, Village Clerk (Remotely)  
Elijah Willis, Police Chief (Remotely)

Invocation: Trustee A. Peppers

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

Approval of minutes for the Combined Committee of the Whole Meeting of the Board of Trustees Tuesday, January 4, 2022.

Motioned by Trustee Brandon and Seconded by Trustee Reyes-Plummer to approve.

Discussion: None

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

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

Oaths, Reports, Proclamations, Announcements and Appointments: None

Finance Management Report(s):

- Director Satchell gave a presentation of the Budget Amendment and the December 2021 Financial report.

Public Comments: None

## Village President Report:

- A. Discussion on Maywood Park District Management Agreement Discussion. Mayor Booker gave an overview.
  - 1. Fred Hampton Aquatic Center (*Consensus to move to the March COW for discussion*)
  - 2. 200 Multi-Purpose Building (*Consensus to move to the Omnibus Agenda of Feb 15<sup>th</sup> meeting*)
  - 3. 1<sup>st</sup> – 4<sup>th</sup> Park (*Consensus to move to the March COW for discussion*)
  - 4. 1100 S. 11<sup>th</sup> Avenue (*Consensus to move to the Omnibus Agenda of Feb 15<sup>th</sup> meeting*)
- B. Discussion on West Suburban Action Project (PASO) Update. Mayor Booker gave an overview.
- C. Discussion on Crisis Management & Public Safety Collaborative Update. Mayor Booker gave an overview.
- D. Discussion on Elements of a Healthy Maywood. Mayor Booker gave an overview.
- E. Discussion on Economic Development Update. Update to be given at the March COW meeting.
- F. Discussion on National League of Cities Congress Conference 2022 (March 14-16). Mayor Booker requested confirmation of attendance. Trustees Reyes-Plummer and Peppers confirmed attendance. Trustees A. Sanchez, M. Jones and I. Brandon confirmations are pending.
- G. Discussion on March 15<sup>th</sup> Board meeting date change to March 22<sup>nd</sup>. No objection by the Board to move the meeting date to March 22<sup>nd</sup>.

## Village Manager Report:

- A. Presentation by Police Chief Elijah Willis regarding first 100 Days and Vision for the Department. Chief Willis gave an overview.

## Village Attorney Report: None

## Trustee Committee Reports:

- A. Planning and Development Committee
- B. Fiscal Accountability and Government Transparency Committee
- C. Community Policy and Public Safety Committee
- D. Engagement and Communications Committee
- E. Infrastructure and Sustainability Committee
- F. Ordinance and Policy Committee

## New Business (Discussion and Recommendation Only):

- A. Discussion and recommendation of: Resolution Authorizing and Approving the Execution of a Community Development Block Grant Program Subrecipient Agreement between the County of Cook and the Village of Maywood (Program Year 2021) (21<sup>st</sup> Avenue Improvements-Harrison Street to Van Buren Street), with a cover memo dated January 26, 2022 from Klein, Thorpe and Jenkins, Ltd.

Consensus to move to the next Omnibus Agenda on February 15, 2022.

- B. Discussion and recommendation of: Resolution Approving an Intergovernmental Agreement by and between the Village of Maywood and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction, Operation, and Maintenance of the 2022 Green Infrastructure Alley Improvements in Maywood, Illinois (Cost Sharing for 2022 Green Infrastructure Alley Improvements Project), with the Agreement attached as Exhibit "A", and with a cover memo dated January 26, 2022 from Klein, Thorpe and Jenkins, Ltd.

Consensus to move to the next Omnibus Agenda on February 15, 2022.

- C. Discussion and recommendation of: Resolution Authorizing the Approval and Execution of an Agreement between the Village of Maywood and the Edwin Hancock Engineering Company for Furnishing Professional Engineering Services for the 2022 Green Infrastructure Alley Improvements Project, and for the Appropriation and Expenditure of MWRDGC Program Funds and General funds to pay for the Preliminary and Design Engineering Services and Constructions Engineering Services related to the Project, with the Agreement attached as Exhibit "A", and with a cover memo dated January 26, 2022 from Klein, Thorpe and Jenkins, Ltd.

Consensus to move to the next Omnibus Agenda on February 15, 2022.

- D. Discussion and recommendation of: Law Enforcement Protocol Training Sessions IPMG (Invoice: \$6,500.00). Two days of law enforcement protocol training to be held in February 2022 for Maywood Police Department command staff and patrol office.

Consensus to move to the next Omnibus Agenda on February 15, 2022.

- E. Consideration and recommendation of: Consideration and recommendation of: FY2022 CDBG Applications and Project Options, with a cover memo from the Village Engineer dated January 26, 2022.

Consensus to move to the next Omnibus Agenda on February 15, 2022.

Old Business: None

Other Matters: None

For Information Only: None

Closed Meeting: None

Adjournment: Motioned by Trustee Brandon and Seconded by Trustee Jones to adjourn the Committee of the Whole Meeting at 8:23 p.m. with a roll call of the Board.

Commencement of February 1, 2022 Special Meeting of the President and Board of Trustees

Call to Order

The Special Board Meeting of Tuesday, February 1, 2022, was called to order by Mayor Nathaniel George Booker at 8:24 p.m. in the Council Chambers at 125 South 5<sup>th</sup> Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Gwaine Dianne Williams, Village Clerk, the following answered Present: Mayor Nathaniel George Booker, Trustees A. Sanchez (Remotely), S. Reyes-Plummer (Remotely), M. Jones (Remotely), A. Peppers (Remotely), and I. Brandon. Absent: Trustee M. Lightford. There being a Quorum present, the meeting was convened.

Staff Attendance:

- Chasity Wells-Armstrong, Village Manager (Remotely)
- Michael Jurusik, Village Attorney (Remotely)
- Tom Pavlik, Village Deputy Clerk
- Bill Peterhansen, Village Engineer (Remotely)
- Gwaine Dianne Williams, Village Clerk (Remotely)

Public Comments: None

New Business:

- A. Motion to Approve Settlement Agreement (Quinton Danka Beasley and Danka Basketball League).

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

Discussion: None

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

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

- B. Motion to Approve Settlement Agreement (Wonda Luellen-Lewis v. Village of Maywood, et al: Case No. 2107 L 011056).

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

Discussion: None

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

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

Closed Meeting Items:

Motioned by Trustee Brandon and Seconded by Trustees Jones to recess into Closed Session for the purpose of discussing at 8:27 p.m.

- A. Pending Litigation (5 ILCS 120/2(c)(11)).
- B. Probable and Imminent Litigation (5 ILCS 120/2(c)(11)).

Discussion: None

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

I. Brandon

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

Adjournment: Motioned by Trustee Sanchez and Seconded by Trustee Peppers to adjourn the Special Board Meeting at 9:29 p.m. with a roll call of the Board.

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Nathaniel George Booker, Mayor

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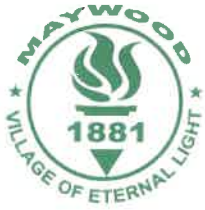
Gwaine Dianne Williams, Village Clerk

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



**Village of Maywood**  
**Financial Report**  
**Month Ending**  
**January 31, 2022**





# VILLAGE OF MAYWOOD

## FINANCE DEPARTMENT

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

TO: Chasity Wells-Armstrong  
Village Manager

FROM: Lanya D. Satchell  
Director of Finance

DATE: February 22, 2022

RE: FY'2022 - Period 9 Analysis (January 1, 2022 – January 31, 2022)

Attached please find the Detailed Revenue - Expense Report for nine (9) months ending January 31, 2022. Upon review of the report, you will find that with 76% of the Fiscal Year having elapsed most departments have operated within the same percentage. For those departments that were over, a budget amendment was presented and approved by the BOT and will be reflected with the analysis for period 10 (February).

### Revenues

For your review, I have enclosed a three-year analysis of the major revenue sources for the Village of Maywood. For comparison, I have highlighted (in blue) collections for December and year to date totals. Although period actual for January 31, 2022, show a negative balance of (\$1,187,892.46) YTD actual revenue reflects 56% (\$17,469,689.87) of the total budgeted amount. The deficit in December is the result from reversing \$2.6M (01-10-30550) received from our insurance carrier to cover a legal matter. The reimbursement was reversed due payment being to resolve the matter.

### Expenses

As of January 31, 2022, total expenditures for the Corporate Fund reflect 53.9% (16,691,355.13) of the total budgeted amount. At the end of period nine (8), revenues exceed expenditures by \$797,372.74.

For your review, I included the summarized budget amendment as a reference of the approve changes to the budget.





**VILLAGE OF MAYWOOD**  
**FY 2022 - SALES TAX ANALYSIS**

	<u>Municipal</u>	<u>Home Rule</u>	<u>Motor Fuel</u>	
May (February)	70,188	56,229	23,006	149,423
June (March)	113,562	93,154	27,106	233,822
July (April)	99,660	80,048	26,269	205,977
August (May)	98,062	80,547	25,802	204,411
September (June)	106,696	89,114	28,704	224,514
October (July)	99,191	82,543	26,966	208,701
November (August)	93,771	78,267	24,924	196,962
December (September)	94,649	78,155	27,191	199,996
<b>January (October)</b>	<b>98,458</b>	<b>82,392</b>	<b>26,069</b>	<b>206,919</b>
February (November)				
March (December)				
April (January)	-	-	-	-
<b>TOTAL</b>	<b>874,237</b>	<b>720,451</b>	<b>236,038</b>	<b>1,830,725</b>

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

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

<u>Motor Fuel Sales Tax</u>	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>
October (July)			16,322
November (August)			29,937
December (September)			26,701
January (October)			24,307
February (November)			24,885
March (December)			24,125
April (January)			12,770
<b>TOTAL</b>			<b>169,048</b>



**VILLAGE OF MAYWOOD**  
**MAJOR REVENUE SOURCES - (State shared)**

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<u>INCOME TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	330,396	483,760	242,876	405,364
June	152,631	151,076	150,440	355,666
July	206,372	225,931	238,893	319,064
August	151,490	161,954	326,618	179,160
September	147,848	143,338	185,066	189,202
October	229,783	255,741	267,992	343,825
November	165,497	166,910	181,084	197,100
December	137,174	157,723	160,320	179,931
<b>January</b>	<b>199,871</b>	<b>220,457</b>	<b>255,423</b>	<b>320,356</b>
February	240,461	227,131	270,039	
March	144,789	168,894	186,110	
April	385,925	7,179	296,750	
	<u>2,492,237</u>	<u>2,370,093</u>	<u>2,761,612</u>	<u>2,489,668</u>

<u>PERS PROP REPLACEMENT TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	133,755	184,378	101,011	263,286
July	104,224	108,907	104,948	191,854
August	10,523	13,064	77,552	24,398
October	94,319	189,543	98,315	319,654
December	23,065	31,477	25,445	66,329
<b>January</b>	<b>77,329</b>	<b>115,098</b>	<b>121,017</b>	<b>243,415</b>
March	30,502	22,882	43,723	
April	93,373	74,629	204,300	
	<u>567,088</u>	<u>739,979</u>	<u>776,311</u>	<u>1,108,936</u>

<u>LOCAL USE TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	47,190	58,180	59,883	62,651
June	56,989	66,140	76,175	80,095
July	49,738	62,602	91,555	72,770
August	54,236	62,873	80,642	66,980
September	58,085	63,917	89,684	76,341
October	56,346	65,710	90,542	71,095
November	53,587	62,953	87,182	75,046
December	61,473	70,507	90,956	77,025
<b>January</b>	<b>65,068</b>	<b>77,413</b>	<b>95,303</b>	<b>71,817</b>
February	71,995	72,525	101,557	
March	87,060	99,514	143,310	
April	70,642	80,646	70,262	-
	<u>732,410</u>	<u>841,479</u>	<u>1,077,050</u>	<u>653,821</u>

**VILLAGE OF MAYWOOD**  
**MAJOR REVENUE SOURCES - (State shared)**

<b>TELECOMMUNICATIONS TAX</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>
May (March)	33,818	37,670	20,381	26,886
June (April)	37,784	30,130	28,276	26,563
July (May)	35,346	28,489	26,200	26,115
August (June)	35,934	29,469	31,442	24,783
September (July)	35,080	27,980	25,971	26,277
October (August)	34,471	29,225	26,752	25,077
November (September)	34,220	28,888	24,910	25,116
December (October)	31,744	29,076	27,762	26,956
January (November)	31,668	29,048	26,048	31,585
February (December)	31,363	32,295	24,999	
March (January)	31,471	31,900	26,775	
April (February)	25,818	5,966	24,562	-
	<u>398,717</u>	<u>340,136</u>	<u>314,077</u>	<u>239,357</u>

<b>COMM ED UTAX</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>
May	61,312	59,206	58,505	57,097
June	59,625	57,624	55,563	58,639
July	68,613	62,329	70,268	71,702
August	87,758	79,273	88,543	-
September	78,422	85,919	87,524	76,062
October	77,872	74,075	83,029	93,210
November	63,942	67,198	60,881	70,426
December	57,690	60,520	59,797	60,817
January	71,503	70,779	67,904	71,966
February	74,207	71,973	75,152	
March	72,862	68,989	70,514	
April	65,575	63,310	63,842	
	<u>839,382</u>	<u>821,195</u>	<u>841,521</u>	<u>559,919</u>

<b>NI GAS UTAX</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>
May	48,924	42,103	38,718	42,499
June	28,761	29,277	31,465	37,408
July	15,951	17,634	15,376	19,904
August	11,876	13,699	15,238	17,386
September	12,306	11,760	21,071	16,587
October	11,472	11,790	18,868	16,583
November	16,429	12,733	20,303	18,762
December	43,660	36,591	31,120	44,171
January	60,383	58,199	44,435	79,992
February	65,927	56,403	66,857	
March	76,001	67,428	79,186	
April	60,894	50,657	54,116	
	<u>452,583</u>	<u>408,274</u>	<u>436,754</u>	<u>293,290</u>

**VILLAGE OF MAYWOOD**  
**MAJOR REVENUE SOURCES - (State shared)**

<b><u>VIDEO GAMING TAX</u></b>	<b><u>FY 2019</u></b>	<b><u>FY 2020</u></b>	<b><u>FY 2021</u></b>	<b><u>FY 2022</u></b>
May (March)		2,184	2,025	6,956
June (April)		1,727	-	7,901
July (May)		1,464	-	6,525
August (June)		1,838	-	6,132
September (July)		1,447	4,248	7,295
October (August)		1,882	4,230	5,178
November (September)		1,897	4,079	5,605
December (October)		2,173	3,981	5,784
<b>January (November)</b>		<b>1,408</b>	<b>2,256</b>	<b>4,567</b>
February (December)		1,617	-	
March (January)		1,475	1,305	
April (February)		2,590	4,495	
		<u>21,701</u>	<u>26,619</u>	<u>55,943</u>

<b><u>CANNABIS USE TAX</u></b>	<b><u>FY 2019</u></b>	<b><u>FY 2020</u></b>	<b><u>FY 2021</u></b>	<b><u>FY 2022</u></b>
May (March)			1,135	2,760
June (April)			879	3,203
July (May)			1,176	2,823
August (June)			1,341	2,519
September (July)			1,817	2,996
October (August)			1,188	3,563
November (September)			1,346	3,119
December (October)			1,157	2,712
<b>January (November)</b>			<b>2,663</b>	<b>3,323</b>
February (December)			2,145	
March (January)			2,114	
April (February)		3,942	2,730	
		<u>3,942</u>	<u>19,690</u>	<u>27,018</u>



VILLAGE OF MAYWOOD  
 FY2021-2022 Budget Analysis  
 January 31, 2022

		JANUARY ACTUAL	YTD ACTUAL	FY'22 BUDGET	% USED
01-10-30125	ADMINISTRATIVE HEARINGS	-	26,719.00	25,000.00	106.9
01-10-30126	COMPLIANCE TICKETS	675.00	2,325.00	7,500.00	22.0
01-10-30160	BOOT CHARGES	-	-	10,000.00	0.0
01-10-30235	CODE VIOLATIONS	1,600.00	1,600.00	-	
01-10-30290	FINES/ FORFEITURES	-	1,150.00	15,000.00	7.7
01-10-30365	JUDGEMENTS & LIENS	9,413.00	36,730.00	55,000.00	66.8
01-10-30445	IL DEBT RECOVERY PROGRAM	949.15	33,061.61	150,000.00	22.0
01-10-30450	REDLIGHT REVENUE	500.00	128,631.95	100,000.00	128.6
01-10-30460	PARKING FINES	4,155.00	71,650.00	250,000.00	28.7
01-10-30500	POLICE TOWING	10,750.00	102,169.00	150,000.00	68.1
01-10-30519	POLICE SEIZURES	538.85	5,089.41	30,000.00	17.0
01-10-30521	POLICE TRAFFIC ENFORCEMENT	-	6,127.75	17,500.00	35.0
	<b>TOTAL FINES</b>	<b>28,581.00</b>	<b>415,253.72</b>	<b>810,000.00</b>	<b>51.3</b>
01-10-30130	AMBULANCE & RESCUE FEES	78,910.88	690,732.07	525,000.00	131.6
01-10-30136	CPR CLASS	-	35.00	-	
01-10-30140	ANIMAL RELEASE	80.00	2,600.00	2,500.00	104.0
01-10-30150	BOARD UP	-	-	1,000.00	0.0
01-10-30154	YARD SALE	-	30.00	-	
01-10-30170	BUILDING PERMITS	128,979.25	725,674.28	350,000.00	207.3
01-10-30175	ENTERPRISE ZONE	5,743.32	5,743.32	20,000.00	28.7
01-10-30211	CLERK'S OFFICE FEES	-	1,620.97	1,500.00	108.1
01-10-30220	FRANCHISE FEES	14,582.70	151,434.96	250,000.00	60.6
01-10-30230	CERTIFICATE OF INSPECTION	2,940.00	40,095.00	50,000.00	80.2
01-10-30280	ELEVATOR INSPECTIONS	-	782.00	3,500.00	22.3
01-10-30300	FINGERPRINTS	1,405.00	5,369.00	-	
01-10-30335	HEALTH INSPECTIONS	1,170.00	1,170.00	15,000.00	7.8
01-10-30405	MAYWOOD PROVISIO OFFICER	-	-	24,932.00	0.0
01-10-30455	OCCUPANCY PERMIT	635.00	3,916.00	1,000.00	391.6
01-10-30480	VACANT BLDG REGISTRATION	2,500.00	34,750.00	50,000.00	69.5
01-10-30516	POLICE/FIRE REPORTS	-	245.00	5,000.00	4.9
01-10-30630	TRANSFER STAMPS	28,795.00	282,414.47	250,000.00	113.0
01-10-30760	50 / 50 SIDEWALK	-	12,615.15	15,000.00	84.1
	<b>TOTAL FEES</b>	<b>265,741.15</b>	<b>1,959,227.22</b>	<b>1,564,432.00</b>	<b>125.2</b>
01-10-30200	BUSINESS LICENSE	(4,452.05)	6,942.95	80,000.00	8.7
01-10-30240	CONTRACTORS LICENSE	5,930.00	45,095.00	60,000.00	75.2
01-10-30250	DOG TAGS	210.00	1,610.00	2,500.00	64.4
01-10-30390	LIQUOR LICENSE	3,282.05	3,402.05	55,000.00	6.2
01-10-30470	PARKING PERMITS	800.00	8,251.00	10,000.00	82.5
01-10-30650	VEHICLE STICKERS	4,908.00	37,741.50	300,000.00	12.6
01-10-30660	VENDING PERMITS	-	240.00	-	
	<b>TOTAL LICENCES</b>	<b>10,678.00</b>	<b>103,282.50</b>	<b>507,500.00</b>	<b>20.4</b>
01-10-30370	INTEREST	27.63	392.48	2,000.00	19.6
01-10-30720	ZBA HEARINGS	-	2,200.00	250.00	880.0
01-10-30620	SUMMARY ABATEMENT	-	-	1,000.00	0.0
	<b>TOTAL SERVICE CHARGE</b>	<b>27.63</b>	<b>2,592.48</b>	<b>3,250.00</b>	<b>79.8</b>
01-10-30330	GRANTS	15,232.00	389,480.71	25,000.00	1557.9
	<b>TOTAL GRANTS</b>	<b>15,232.00</b>	<b>389,480.71</b>	<b>25,000.00</b>	<b>1557.9</b>

		JANUARY ACTUAL	YTD ACTUAL	FY'22 BUDGET	% USED
01-10-30520	COOK COUNTY PTAX	10,284.61	6,747,987.66	12,781,927.95	52.8
01-10-30522	SALES TAX	206,918.96	1,830,715.27	1,500,000.00	122.0
01-10-30523	INCOME TAX	320,356.22	2,489,667.80	2,425,000.00	102.7
01-10-30524	PERS PROP REPLACE TAX	243,414.61	1,108,936.03	625,000.00	177.4
01-10-30526	LOCAL USE TAX	71,817.26	653,821.14	700,000.00	93.4
01-10-30529	TELECOMMUNICATIONS TAX	31,585.23	239,357.25	425,000.00	56.3
01-10-30531	COMM ED UTAX	71,965.58	559,918.75	700,000.00	80.0
01-10-30532	NI GAS UTAX	79,991.51	293,290.15	350,000.00	83.8
01-10-30540	PROPERTY TAX - POLICE PENSION	-	-	4,683,510.00	0.0
01-10-30541	PROPERTY TAX - FIRE PENSION	-	-	3,513,543.00	0.0
01-10-30545	VIDEO GAMING - NEW	4,566.62	55,942.74	25,000.00	223.8
01-10-30547	CANNABIS USE TAX - NEW	3,322.56	27,018.14	20,000.00	135.1
	<b>TOTAL TAXES</b>	<b>1,044,223.16</b>	<b>14,006,654.93</b>	<b>27,748,980.95</b>	<b>50.5</b>
01-10-30260	DONATIONS	-	(17,774.76)	3,500.00	-507.9
01-10-30410	MAINTENANCE OF HIGHWAYS	1,043.88	191,321.97	45,000.00	425.2
01-10-30440	MISC	47,457.22	152,239.71	100,000.00	152.2
01-10-30550	REIMBURSEMENTS TO VILLAGE	(2,600,876.50)	244,291.48	150,000.00	162.9
01-10-30590	SALE OF PROPERTY	-	19,022.00	150,000.00	12.7
01-10-30600	SPECIAL SIGNS	-	347.90	750.00	46.4
01-10-30730	ZONING MAPS	-	3,750.00	250.00	1500.0
	<b>TOTAL OTHER</b>	<b>(2,552,375.40)</b>	<b>593,198.30</b>	<b>449,500.00</b>	<b>132.0</b>
	<b>GRAND TOTAL</b>	<b>(1,187,892.46)</b>	<b>17,469,689.86</b>	<b>31,108,662.95</b>	<b>56.2</b>

VILLAGE OF MAYWOOD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CORPORATE</u>					
01-10-30125	ADMINISTRATIVE HEARINGS	.00	26,719.00	25,000.00 (	1,719.00) 106.9
01-10-30126	COMPLIANCE TICKETS	675.00	2,325.00	7,500.00	5,175.00 31.0
01-10-30130	AMBULANCE & RESCUE FEES	78,910.88	690,732.07	525,000.00 (	165,732.07) 131.6
01-10-30136	CPR CLASS	.00	35.00	.00 (	35.00) .0
01-10-30140	ANIMAL RELEASE	80.00	2,600.00	2,500.00 (	100.00) 104.0
01-10-30150	BOARD UP	.00	.00	1,000.00	1,000.00 .0
01-10-30154	YARD SALE	.00	30.00	.00 (	30.00) .0
01-10-30160	BOOT CHARGES	.00	.00	10,000.00	10,000.00 .0
01-10-30170	BUILDING PERMITS	128,979.25	725,674.28	350,000.00 (	375,674.28) 207.3
01-10-30175	ENTERPRISE ZONE	5,743.32	5,743.32	20,000.00	14,256.68 28.7
01-10-30200	BUSINESS LICENSE	( 4,452.05)	6,942.95	80,000.00	73,057.05 8.7
01-10-30211	CLERK'S OFFICE FEES	.00	1,620.97	1,500.00 (	120.97) 108.1
01-10-30220	FRANCHISE FEES	14,582.70	151,434.96	250,000.00	98,565.04 60.6
01-10-30230	CERTIFICATE OF INSPECTION	2,940.00	40,095.00	50,000.00	9,905.00 80.2
01-10-30235	CODE VIOLATIONS	1,600.00	1,600.00	.00 (	1,600.00) .0
01-10-30240	CONTRACTORS LICENSE	5,930.00	45,095.00	60,000.00	14,905.00 75.2
01-10-30250	DOG TAGS	210.00	1,610.00	2,500.00	890.00 64.4
01-10-30260	DONATIONS	.00 (	17,774.76)	3,500.00	21,274.76 (507.9)
01-10-30280	ELEVATOR INSPECTIONS	.00	782.00	3,500.00	2,718.00 22.3
01-10-30290	FINES/ FORFEITURES	.00	1,150.00	15,000.00	13,850.00 7.7
01-10-30300	FINGERPRINTS	1,405.00	5,369.00	.00 (	5,369.00) .0
01-10-30330	GRANTS	15,232.00	389,480.71	25,000.00 (	364,480.71) 1557.9
01-10-30335	HEALTH INSPECTIONS	1,170.00	1,170.00	15,000.00	13,830.00 7.8
01-10-30365	JUDGEMENTS & LIENS	9,413.00	36,730.00	55,000.00	18,270.00 66.8
01-10-30370	INTEREST	27.63	392.48	2,000.00	1,607.52 19.6
01-10-30390	LIQUOR LICENSE	3,282.05	3,402.05	55,000.00	51,597.95 6.2
01-10-30405	MAYWOOD PROVISIO OFFICER	.00	.00	24,932.00	24,932.00 .0
01-10-30410	MAINTENANCE OF HIGHWAYS	1,043.88	191,321.97	45,000.00 (	146,321.97) 425.2
01-10-30440	MISC	47,457.22	152,239.71	100,000.00 (	52,239.71) 152.2
01-10-30445	IL DEBT RECOVERY PROGRAM	949.15	33,061.61	150,000.00	116,938.39 22.0
01-10-30450	REDLIGHT REVENUE	500.00	128,631.95	100,000.00 (	28,631.95) 128.6
01-10-30455	OCCUPANCY PERMIT	635.00	3,916.00	1,000.00 (	2,916.00) 391.6
01-10-30460	PARKING FINES	4,155.00	71,650.00	250,000.00	178,350.00 28.7
01-10-30470	PARKING PERMITS	800.00	8,251.00	10,000.00	1,749.00 82.5
01-10-30480	VACANT BLDG REGISTRATION	2,500.00	34,750.00	50,000.00	15,250.00 69.5
01-10-30500	POLICE TOWING	10,750.00	102,169.00	150,000.00	47,831.00 68.1
01-10-30516	POLICE/FIRE REPORTS	.00	245.00	5,000.00	4,755.00 4.9
01-10-30519	POLICE SEIZURES	538.85	5,089.41	30,000.00	24,910.59 17.0
01-10-30520	COOK COUNTY PTAX -MB FINANCIAL	10,284.61	6,747,987.66	12,781,927.95	6,033,940.29 52.8
01-10-30521	POLICE TRAFFIC ENFORCEMENT	.00	6,127.75	17,500.00	11,372.25 35.0
01-10-30522	SALES TAX	206,918.96	1,830,715.27	1,500,000.00 (	330,715.27) 122.1
01-10-30523	INCOME TAX	320,356.22	2,489,667.80	2,425,000.00 (	64,667.80) 102.7
01-10-30524	PERS PROP REPLACE TAX	243,414.61	1,108,936.03	625,000.00 (	483,936.03) 177.4
01-10-30526	LOCAL USE TAX	71,817.26	653,821.14	700,000.00	46,178.86 93.4
01-10-30529	TELECOMMUNICATIONS TAX	31,585.23	239,357.25	425,000.00	185,642.75 56.3
01-10-30531	COMM ED UTAX	71,965.58	559,918.75	700,000.00	140,081.25 80.0
01-10-30532	NI GAS UTAX	79,991.51	293,290.15	350,000.00	56,709.85 83.8
01-10-30540	PROPERTY TAX - POLICE PENSION	.00	.00	4,683,510.00	4,683,510.00 .0
01-10-30541	PROPERTY TAX - FIRE PENSION	.00	.00	3,513,543.00	3,513,543.00 .0
01-10-30545	VIDEO GAMING TAX	4,566.62	55,942.74	25,000.00 (	30,942.74) 223.8
01-10-30547	CANNABIS USE TAX	3,322.56	27,018.14	20,000.00 (	7,018.14) 135.1
01-10-30550	REIMBURSEMENTS TO VILLAGE	( 2,600,876.50)	244,291.49	150,000.00 (	94,291.49) 162.9

VILLAGE OF MAYWOOD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
01-10-30590 SALE OF PROPERTY	.00	19,022.00	150,000.00	130,978.00	12.7
01-10-30600 SPECIAL SIGNS	.00	347.90	750.00	402.10	46.4
01-10-30620 SUMMARY ABATEMENT	.00	.00	1,000.00	1,000.00	.0
01-10-30630 TRANSFER STAMPS	28,795.00	282,414.47	250,000.00	( 32,414.47)	113.0
01-10-30650 VEHICLE STICKERS	4,908.00	37,741.50	300,000.00	262,258.50	12.6
01-10-30660 VENDING PERMITS	.00	240.00	.00	( 240.00)	.0
01-10-30720 ZBA HEARINGS	.00	2,200.00	250.00	( 1,950.00)	880.0
01-10-30730 ZONING MAPS	.00	3,750.00	250.00	( 3,500.00)	1500.0
01-10-30760 50 / 50 SIDEWALK	.00	12,615.15	15,000.00	2,384.85	84.1
<b>TOTAL CORPORATE</b>	<b>( 1,187,892.46)</b>	<b>17,469,689.87</b>	<b>31,108,662.95</b>	<b>13,638,973.08</b>	<b>56.2</b>
<b>SPECIAL EVENT REVENUE</b>					
01-21-30602 MAYWOOD FEST	.00	19,038.00	.00	( 19,038.00)	.0
<b>TOTAL SPECIAL EVENT REVENUE</b>	<b>.00</b>	<b>19,038.00</b>	<b>.00</b>	<b>( 19,038.00)</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>( 1,187,892.46)</b>	<b>17,488,727.87</b>	<b>31,108,662.95</b>	<b>13,619,935.08</b>	<b>56.2</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VILLAGE CLERK</u>					
01-11-40100	STRAIGHT TIME	8,890.52	88,808.40	115,568.96	26,760.56 76.8
01-11-40310	SICK BUY BACK	.00	2,229.28	1,500.00 ( 729.28)	148.6
01-11-40400	FICA TAXES	637.12	6,577.35	8,841.03	2,263.68 74.4
01-11-40410	I.M.R.F.	68.04	1,711.01	4,629.11	2,918.10 37.0
01-11-40415	HEALTH/VISION/LIFE INSURANCE	3,183.86	28,654.74	45,540.46	16,885.72 62.9
01-11-53000	CODIFICATION	395.00	12,317.25	5,500.00 ( 6,817.25)	224.0
01-11-53100	RECORD CONVERSION	1,700.00	1,700.00	100.00 ( 1,600.00)	1700.0
01-11-53800	ADVERTISING	.00	.00	550.00	550.00 .0
01-11-54500	EQUIPMENT RENTAL/LEASE	.00	2,469.52	4,500.00	2,030.48 54.9
01-11-55100	POSTAGE	.00	127.17	450.00	322.83 28.3
01-11-55200	COURIER SERVICES	.00	.00	50.00	50.00 .0
01-11-55410	CELLULAR PHONE	.00	247.44	800.00	552.56 30.9
01-11-55500	PRINTING	.00	110.00	500.00	390.00 22.0
01-11-56100	MEMBERSHIP & DUES	.00	995.85	1,300.00	304.15 76.6
01-11-56300	TRAINING/SEMINARS	.00	1,773.60	1,300.00 ( 473.60)	136.4
01-11-56400	BACKGROUND CHECK	.00	.00	1,000.00	1,000.00 .0
01-11-60100	OFFICE/COMPUTER SUPPLIES	.00	950.09	3,100.00	2,149.91 30.7
01-11-60800	PHOTOGRAPH SUPPLIES	.00	.00	200.00	200.00 .0
01-11-61714	CLERK WILLIAMS	.00	1,345.45	8,500.00	7,154.55 15.8
	<b>TOTAL VILLAGE CLERK</b>	<b>14,874.54</b>	<b>150,017.15</b>	<b>203,929.56</b>	<b>53,912.41 73.6</b>
<u>VILLAGE MANAGER</u>					
01-12-40100	STRAIGHT TIME	19,792.34	177,979.38	203,150.16	25,170.78 87.6
01-12-40310	SICK BUY BACK	.00	4,307.32	5,500.00	1,192.68 78.3
01-12-40400	FICA TAXES	1,536.25	13,800.14	14,775.99	975.85 93.4
01-12-40410	I.M.R.F.	170.21	3,187.17	8,691.76	5,504.59 36.7
01-12-40415	HEALTH/VISION/LIFE INSURANCE	1,195.97	23,230.81	62,208.43	38,977.62 37.3
01-12-40417	VOYA EXPENSE	.00	918.09	8,500.00	7,581.91 10.8
01-12-51300	MAINTENANCE VEHICLE	500.00	2,204.00	3,500.00	1,296.00 63.0
01-12-52400	CONTRACTUAL/PROF SERVICES	65.00	16,956.50	36,000.00	19,043.50 47.1
01-12-53800	ADVERTISING	.00	.00	1,000.00	1,000.00 .0
01-12-54500	EQUIPMENT RENTAL/LEASE	.00	6,179.33	10,600.00	4,420.67 58.3
01-12-55100	POSTAGE	.00	90.10	400.00	309.90 22.5
01-12-55200	COURIER SERVICES	.00	.00	100.00	100.00 .0
01-12-55410	CELLULAR PHONE	.00	891.41	699.84 ( 191.57)	127.4
01-12-55500	PRINTING	.00	356.03	500.00	143.97 71.2
01-12-56100	MEMBERSHIP & DUES	.00	2,748.13	3,000.00	251.87 91.6
01-12-56300	TRAINING/SEMINARS	.00	1,271.13	6,500.00	5,228.87 19.6
01-12-56700	NEWSLETTER	.00	4,747.92	30,000.00	25,252.08 15.8
01-12-60100	OFFICE SUPPLIES	328.59	3,651.41	5,000.00	1,348.59 73.0
01-12-62610	GASOLINE	.00	166.00	1,500.00	1,334.00 11.1
	<b>TOTAL VILLAGE MANAGER</b>	<b>23,588.36</b>	<b>262,684.87</b>	<b>401,626.18</b>	<b>138,941.31 65.4</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
01-14-40100 STRAIGHT TIME	22,679.32	222,017.09	312,058.92	90,041.83	71.2
01-14-40200 OVERTIME	136.25	830.63	3,000.00	2,169.37	27.7
01-14-40310 SICK BUY BACK	.00	4,430.96	6,000.00	1,569.04	73.9
01-14-40400 FICA TAXES	1,628.98	16,374.85	23,872.51	7,497.66	68.6
01-14-40410 I.M.R.F.	196.07	4,817.91	14,042.65	9,224.74	34.3
01-14-40415 HEALTH/LIFE/VISION INSURANCE	8,536.81	73,858.41	116,178.50	42,320.09	63.6
01-14-52400 CONTRACTUAL/PROF SERVICES	111.28	73,306.66	123,252.91	49,946.25	59.5
01-14-54500 EQUIPMENT RENTAL/LEASE	.00	12,692.93	11,000.00	( 1,692.93)	115.4
01-14-55100 POSTAGE	.00	903.81	7,500.00	6,596.19	12.1
01-14-55200 COURIER SERVICES	.00	.00	500.00	500.00	.0
01-14-55400 TELEPHONE	.00	.00	30,000.00	30,000.00	.0
01-14-56100 MEMBERSHIP & DUES	.00	674.99	2,500.00	1,825.01	27.0
01-14-56300 TRAINING/SEMINARS	.00	205.00	7,000.00	6,795.00	2.9
01-14-56400 TUITION REIMBURSEMENT	.00	.00	2,500.00	2,500.00	.0
01-14-60100 OFFICE SUPPLIES	.00	5,047.61	8,000.00	2,952.39	63.1
01-14-61850 LIBRARY-PERSONAL PROPERTY TAX	.00	55,388.15	.00	( 55,388.15)	.0
01-14-61875 BANK FEES	1,485.83	6,147.47	1,000.00	( 5,147.47)	614.8
<b>TOTAL FINANCE</b>	<b>34,774.54</b>	<b>476,696.47</b>	<b>668,405.49</b>	<b>191,709.02</b>	<b>71.3</b>
<u>LAW</u>					
01-15-52400 CONTRACTUAL/PROF SERVICES	.00	234,712.60	300,000.00	65,287.40	78.2
01-15-53800 ADVERTISING	2,730.60	10,851.00	5,000.00	( 5,851.00)	217.0
01-15-56600 REFERENCE MATERIAL	.00	.00	500.00	500.00	.0
01-15-59900 FILING FEES	2,768.00	6,458.00	2,500.00	( 3,958.00)	258.3
<b>TOTAL LAW</b>	<b>5,498.60</b>	<b>252,021.60</b>	<b>308,000.00</b>	<b>55,978.40</b>	<b>81.8</b>
<u>MANAGEMENT INFORMATION SYSTEMS</u>					
01-18-51700 COMPUTER CONSULTANT	6,749.00	61,347.00	95,000.00	33,653.00	64.6
01-18-54700 SERVICE AGREEMENT	.00	.00	15,771.00	15,771.00	.0
01-18-55400 TELEPHONE	.00	.00	600.00	600.00	.0
01-18-56500 SUBSCRIPTIONS	.00	19,609.72	15,700.00	( 3,909.72)	124.9
01-18-60100 OFFICE/COMPUTER SUPPLIES	.00	1,130.60	1,500.00	369.40	75.4
01-18-61100 COMPUTER SOFTWARE	.00	3,502.47	5,727.00	2,224.53	61.2
01-18-80100 COMPUTERS	.00	8,423.86	10,000.00	1,576.14	84.2
<b>TOTAL MANAGEMENT INFORMATION</b>	<b>6,749.00</b>	<b>94,013.65</b>	<b>144,298.00</b>	<b>50,284.35</b>	<b>65.2</b>
<u>CENTRAL SERVICES</u>					
01-19-55400 TELEPHONE	841.43	241,654.14	125,000.00	( 116,654.14)	193.3
01-19-58000 HEALTH INSURANCE	122,699.84	639,279.76	540,000.00	( 99,279.76)	118.4
<b>TOTAL CENTRAL SERVICES</b>	<b>123,541.27</b>	<b>880,933.90</b>	<b>665,000.00</b>	<b>( 215,933.90)</b>	<b>132.5</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRESIDENT &amp; TRUSTEES</u>					
01-20-40100	REGULAR SALARIES	11,530.80	114,921.76	138,359.44	23,437.68 83.1
01-20-40310	SICK BUY BACK	.00	1,615.39	1,350.00 (	265.39) 119.7
01-20-40400	FICA TAXES	880.28	8,530.92	10,584.50	2,053.58 80.6
01-20-40410	I.M.R.F.	56.62	1,252.45	2,630.67	1,378.22 47.6
01-20-40415	HEALTH/VISION/LIFE INSURANCE	135.10	2,511.36	34,560.24	32,048.88 7.3
01-20-51300	VEHICLE MAINTENANCE	42.30	92.30	1,000.00	907.70 9.2
01-20-54500	EQUIPMENT RENTAL	.00	381.11	2,000.00	1,618.89 19.1
01-20-55100	POSTAGE	.00	1.53	500.00	498.47 .3
01-20-55400	TELEPHONE	.00	.00	700.00	700.00 .0
01-20-55410	CELLULAR PHONE	.00	4,865.70	7,000.00	2,134.30 69.5
01-20-55500	PRINTING	.00	110.00	500.00	390.00 22.0
01-20-56100	MEMBERSHIP & DUES	.00	26,662.04	30,000.00	3,337.96 88.9
01-20-60100	OFFICE/COMPUTER SUPPLIES	.00	944.44	5,000.00	4,055.56 18.9
01-20-61700	MISCELLANEOUS	.00	1,205.56	.00 (	1,205.56) .0
01-20-61715	TREASURER KUPTZ	.00	.00	2,200.00	2,200.00 .0
01-20-71000	LEASE PAYMENTS	760.07	5,372.99	5,628.00	255.01 95.5
01-20-87000	CAPITAL OUTLAY - OVER \$5,000	.00	49,046.74	.00 (	49,046.74) .0
01-20-87100	INTEREST EXPENSE	124.30	509.49	.00 (	509.49) .0
	<b>TOTAL PRESIDENT &amp; TRUSTEES</b>	<b>13,529.47</b>	<b>218,023.78</b>	<b>242,012.85</b>	<b>23,989.07 90.1</b>
<u>SPECIAL EVENT REVENUE</u>					
01-21-67908	ENVIRONMENTAL COMM	.00 (	551.84)	.00	551.84 .0
	<b>TOTAL SPECIAL EVENT REVENUE</b>	<b>.00 (</b>	<b>551.84)</b>	<b>.00</b>	<b>551.84 .0</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CODE ENFORCEMENT</u>					
01-23-40100 STRAIGHT TIME	38,845.32	307,168.35	503,724.38	196,556.03	61.0
01-23-40200 ALL OVERTIME	168.24	3,416.40	5,000.00	1,583.60	68.3
01-23-40310 SICK BUY BACK	.00	1,718.28	3,500.00	1,781.72	49.1
01-23-40400 FICA TAXES	2,828.52	22,728.45	38,534.92	15,806.47	59.0
01-23-40410 I.M.R.F.	335.49	6,608.69	22,667.60	16,058.91	29.2
01-23-40415 HEALTH/VISION/LIFE INSURANCE	11,557.34	86,122.68	98,812.90	12,690.22	87.2
01-23-40500 UNIFORM ALLOWANCE	.00	4,875.00	6,750.00	1,875.00	72.2
01-23-51200 MAINTENANCE EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
01-23-51300 MAINTENANCE VEHICLE	.00	438.78	8,000.00	7,561.22	5.5
01-23-51800 ELEVATOR INSPECTOR	.00	4,078.00	7,000.00	2,922.00	58.3
01-23-52400 CONTRACTUAL/PROF SERVICES	5,296.00	82,581.25	75,000.00	( 7,581.25)	110.1
01-23-52500 BOARD UP SERVICES	.00	.00	5,000.00	5,000.00	.0
01-23-54500 EQUIPMENT RENTAL/LEASE	.00	5,538.38	5,000.00	( 538.38)	110.8
01-23-55100 POSTAGE	.00	470.33	2,500.00	2,029.67	18.8
01-23-55400 TELEPHONE	.00	.00	1,000.00	1,000.00	.0
01-23-55410 CELLULAR PHONE	.00	1,341.85	1,823.52	481.67	73.6
01-23-55500 PRINTING	245.00	3,620.00	5,000.00	1,380.00	72.4
01-23-56100 MEMBERSHIP & DUES	.00	145.00	3,000.00	2,855.00	4.8
01-23-56300 TRAINING/SEMINARS	.00	3,182.00	5,000.00	1,818.00	63.6
01-23-56600 REFERENCE MATERIAL	.00	248.00	3,000.00	2,752.00	8.3
01-23-60100 OFFICE SUPPLIES	320.37	3,638.27	5,000.00	1,361.73	72.8
01-23-60200 ANIMAL CONTROL SUPPLIES	300.00	300.00	2,000.00	1,700.00	15.0
01-23-60300 ANIMAL CONTROL IMPOUND	.00	28,927.00	30,000.00	1,073.00	96.4
01-23-62610 GAS	.00	4,541.62	8,000.00	3,458.38	56.8
01-23-71000 LEASE PAYMENTS	.00	6,728.90	6,728.90	.00	100.0
<b>TOTAL CODE ENFORCEMENT</b>	<b>59,896.28</b>	<b>578,417.23</b>	<b>853,042.22</b>	<b>274,624.99</b>	<b>67.8</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-40-40100 SALARY-REGULAR	371,201.49	3,743,118.31	5,541,595.26	1,798,476.95	67.6
01-40-40200 ALL OVERTIME	34,843.42	321,733.90	350,000.00	28,266.10	91.9
01-40-40310 SICK BUY BACK	.00	22,648.33	40,000.00	17,351.67	56.6
01-40-40400 FICA TAXES	10,672.65	106,512.11	159,592.28	53,080.17	66.7
01-40-40410 I.M.R.F.	611.65	16,836.50	46,212.08	29,375.58	36.4
01-40-40415 HEALTH/VISION/LIFE INSURANCE	103,342.94	880,893.17	1,550,635.94	669,742.77	56.8
01-40-40500 UNIFORM ALLOWANCE	.00	38,962.50	55,550.00	16,587.50	70.1
01-40-40550 POLICE PENSION EXPENSE	.00	.00	4,683,510.00	4,683,510.00	.0
01-40-51100 MAINTENANCE BUILDINGS	850.00	28,931.46	50,000.00	21,068.54	57.9
01-40-51200 MAINTENANCE EQUIPMENT	.00	2,415.23	20,000.00	17,584.77	12.1
01-40-51300 MAINTENANCE VEHICLE	1,183.63	26,940.54	70,000.00	43,059.46	38.5
01-40-52400 CONTRACTUAL/PROF SERVICES	3,200.24	60,362.88	79,200.00	18,837.12	76.2
01-40-54500 EQUIPMENT RENTAL/LEASE	392.17	7,802.96	26,000.00	18,197.04	30.0
01-40-55100 POSTAGE	.00	10,880.32	10,000.00	( 880.32)	108.8
01-40-55400 TELEPHONE	.00	( 63.15)	51,700.00	51,763.15	( .1)
01-40-55410 CELLULAR PHONE	.00	7,579.79	18,000.00	10,420.21	42.1
01-40-55500 PRINTING	.00	5,484.16	9,000.00	3,515.84	60.9
01-40-56100 MEMBERSHIP & DUES	125.00	2,090.00	20,000.00	17,910.00	10.5
01-40-56300 TRAINING	726.92	8,686.26	34,900.00	26,213.74	24.9
01-40-56500 EDUCATION REIMBURSEMENT	.00	.00	20,000.00	20,000.00	.0
01-40-56600 REFERENCE MATERIAL	.00	.00	500.00	500.00	.0
01-40-60100 OFFICE SUPPLIES	686.95	8,739.97	15,000.00	6,260.03	58.3
01-40-60400 PROGRAM SUPPLIES	.00	1,383.67	9,000.00	7,616.33	15.4
01-40-61000 FOOD	.00	657.27	5,000.00	4,342.73	13.2
01-40-61500 UNIFORMS	589.00	767.50	5,000.00	4,232.50	15.4
01-40-61700 MISC - SEIZURE EXPENSES	.00	1,884.31	.00	( 1,884.31)	.0
01-40-62000 EXPLORER POST	.00	.00	1,000.00	1,000.00	.0
01-40-62610 REGULAR GAS	.00	41,090.42	50,000.00	8,909.58	82.2
01-40-71000 LEASE PAYMENTS	.00	26,880.53	67,569.80	40,689.27	39.8
01-40-87000 CAPITAL OUTLAY-OVER \$5,000	281,889.63	283,077.63	.00	( 283,077.63)	.0
<b>TOTAL POLICE</b>	<b>810,315.69</b>	<b>5,656,296.57</b>	<b>12,988,965.36</b>	<b>7,332,668.79</b>	<b>43.6</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
01-41-40100 SALARY-REGULAR	291,354.91	2,952,257.39	3,790,496.31	838,238.92	77.9
01-41-40200 ALL OVERTIME	21,599.54	233,760.06	200,000.00	( 33,760.06)	116.9
01-41-40310 SICK BUY BACK	.00	67,539.91	75,000.00	7,460.09	90.1
01-41-40320 EMT PAY	2,240.00	22,640.00	33,000.00	10,360.00	68.6
01-41-40400 FICA TAXES	4,869.71	50,790.54	62,109.28	11,318.74	81.8
01-41-40410 I.M.R.F.	72.42	1,813.45	4,991.28	3,177.83	36.3
01-41-40415 HEALTH/VISION/LIFE INSURANCE	73,541.46	665,070.43	1,122,262.75	457,192.32	59.3
01-41-40450 EMPLOYEE PHYSICALS	.00	1,326.00	13,000.00	11,674.00	10.2
01-41-40500 UNIFORM ALLOWANCE	.00	12,872.19	15,000.00	2,127.81	85.8
01-41-40550 FIRE PENSION EXPENSE	.00	.00	3,513,543.00	3,513,543.00	.0
01-41-51100 MAINTENANCE BUILDINGS	1,133.04	3,892.29	32,000.00	28,107.71	12.2
01-41-51200 MAINTENANCE EQUIPMENT	319.04	5,235.29	20,000.00	14,764.71	26.2
01-41-51300 MAINTENANCE VEHICLE	3,890.93	34,312.22	125,000.00	90,687.78	27.5
01-41-52400 CONTRACTUAL/PROF SERVICES	.00	1,049.61	20,000.00	18,950.39	5.3
01-41-54500 EQUIPMENT RENTAL/LEASE	.00	1,277.86	3,500.00	2,222.14	36.5
01-41-55100 POSTAGE	.00	33.43	500.00	466.57	6.7
01-41-55400 TELEPHONE	.00	835.75	55,000.00	54,164.25	1.5
01-41-55410 CELLULAR PHONE	.00	721.76	3,500.00	2,778.24	20.6
01-41-55500 PRINTING	.00	290.00	2,000.00	1,710.00	14.5
01-41-56100 MEMBERSHIP & DUES	.00	5,021.00	15,000.00	9,979.00	33.5
01-41-56300 TRAINING/SEMINARS	3,335.13	9,078.56	25,000.00	15,921.44	36.3
01-41-60100 OFFICE SUPPLIES	.00	663.34	1,500.00	836.66	44.2
01-41-60300 JANITORIAL SUPPLIES	331.91	683.15	3,000.00	2,316.85	22.8
01-41-60700 COMPUTER SUPPLIES	.00	130.19	10,000.00	9,869.81	1.3
01-41-60710 FIRE SAFETY EDUCATION	.00	846.54	3,000.00	2,153.46	28.2
01-41-60800 PHOTOGRAPH SUPPLIES	.00	.00	500.00	500.00	.0
01-41-61500 UNIFORMS	342.00	1,684.90	1,500.00	( 184.90)	112.3
01-41-62600 FUEL	.00	19,647.85	30,000.00	10,352.15	65.5
01-41-63000 MEDICAL SUPPLIES	1,068.04	25,658.33	20,000.00	( 5,658.33)	128.3
01-41-63200 RADIO MAINTENANCE	.00	1,627.14	20,000.00	18,372.86	8.1
01-41-71000 LEASE PAYMENTS	.00	166,858.23	236,158.30	69,300.07	70.7
01-41-87000 CAPITAL OUTLAY-OVER \$5,000	.00	292,812.00	150,000.00	( 142,812.00)	195.2
01-41-87100 INTEREST EXPENSE	.00	11,471.96	.00	( 11,471.96)	.0
<b>TOTAL FIRE</b>	<b>404,098.13</b>	<b>4,591,901.37</b>	<b>9,606,560.92</b>	<b>5,014,659.55</b>	<b>47.8</b>
<u>POLICE &amp; FIRE COMMISSION</u>					
01-42-52400 CONTRACTUAL/PROF SERVICES	1,750.00	17,271.98	45,000.00	27,728.02	38.4
01-42-53300 COMMISSIONERS	1,300.00	12,450.00	19,200.00	6,750.00	64.8
01-42-55100 POSTAGE	.00	.00	300.00	300.00	.0
01-42-55500 PRINTING	.00	.00	500.00	500.00	.0
01-42-56100 MEMBERSHIP & DUES	.00	875.00	500.00	( 375.00)	175.0
01-42-56300 TRAINING/SEMINARS	.00	2,496.90	5,000.00	2,503.10	49.9
01-42-60100 OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL POLICE &amp; FIRE COMMISSION</b>	<b>3,050.00</b>	<b>33,093.88</b>	<b>71,500.00</b>	<b>38,406.12</b>	<b>46.3</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
01-50-40100	STRAIGHT TIME	29,350.03	303,005.76	382,268.17	79,262.41 79.3
01-50-40200	ALL OVERTIME	.00	.00	10,000.00	10,000.00 .0
01-50-40310	SICK BUY BACK	.00	3,072.66	5,000.00	1,927.34 61.5
01-50-40400	FICA TAXES	2,094.94	21,941.93	29,243.52	7,301.59 75.0
01-50-40410	I.M.R.F.	252.15	6,567.34	17,202.07	10,634.73 38.2
01-50-40415	HEALTH/VISION/LIFE INSURANCE	10,965.41	109,040.26	150,122.86	41,082.60 72.6
01-50-40500	UNIFORM ALLOWANCE	.00	.00	1,200.00	1,200.00 .0
01-50-51100	MAINTENANCE BUILDINGS	.00	9,944.47	10,000.00	55.53 99.4
01-50-51200	MAINTENANCE EQUIPMENT	.00	17,137.56	65,000.00	47,862.44 26.4
01-50-51300	MAINTENANCE VEHICLE	1,822.07	82,991.82	80,000.00	( 2,991.82) 103.7
01-50-52100	MAINTENANCE ELECTRICAL	.00	87,536.76	80,500.00	( 7,036.76) 108.7
01-50-52400	CONTRACTUAL/PROF SERVICES	848.00	677,219.01	589,500.00	( 87,719.01) 114.9
01-50-54500	EQUIPMENT RENTAL	.00	5,253.69	15,000.00	9,746.31 35.0
01-50-55100	POSTAGE	.00	53.06	250.00	196.94 21.2
01-50-55400	TELEPHONE	.00	236.70	10,000.00	9,763.30 2.4
01-50-55410	CELLULAR PHONE	.00	632.11	2,100.00	1,467.89 30.1
01-50-55500	PRINTING	.00	.00	150.00	150.00 .0
01-50-56100	MEMBERSHIP & DUES	.00	825.00	3,600.00	2,775.00 22.9
01-50-56300	TRAINING/SEMINARS	.00	.00	6,600.00	6,600.00 .0
01-50-60100	OFFICE SUPPLIES	.00	1,149.72	1,600.00	450.28 71.9
01-50-60300	JANITORIAL SUPPLIES	.00	2,496.16	10,000.00	7,503.84 25.0
01-50-60600	OTHER SUPPLIES	.00	8,685.81	17,000.00	8,314.19 51.1
01-50-61500	UNIFORMS	277.64	9,571.96	6,423.04	( 3,148.92) 149.0
01-50-62200	MAINTENANCE SUPPLIES	1,561.50	14,091.17	25,000.00	10,908.83 56.4
01-50-62610	GASOLINE	.00	37,182.65	70,000.00	32,817.35 53.1
01-50-62650	ELECTRIC	.00	144.76	4,000.00	3,855.24 3.6
01-50-62670	HEAT	713.31	2,007.69	9,000.00	6,992.31 22.3
01-50-71000	LEASE PAYMENTS	2,159.17	103,710.62	121,637.34	17,926.72 85.3
01-50-87100	INTEREST EXPENSE	206.83	6,351.25	.00	( 6,351.25) .0
	TOTAL PUBLIC WORKS	50,251.05	1,510,849.92	1,722,397.00	211,547.08 87.7

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LAND &amp; BUILDINGS</u>					
01-53-40100 STRAIGHT ITME	22,770.21	201,446.81	272,349.79	70,902.98	74.0
01-53-40200 ALL OVERTIME	.00	.00	10,000.00	10,000.00	.0
01-53-40310 SICK BUY BACK	.00	1,327.68	3,700.00	2,372.32	35.9
01-53-40400 FICA TAXES	1,647.39	14,661.62	20,834.76	6,173.14	70.4
01-53-40410 I.M.R.F.	195.82	4,323.29	12,255.74	7,932.45	35.3
01-53-40415 HEALTH/VISION/LIFE INSURANCE	7,001.06	62,383.68	100,114.56	37,730.88	62.3
01-53-51200 MAINTENANCE EQUIPMENT	127.44	11,100.15	18,000.00	6,899.85	61.7
01-53-51300 MAINTENANCE VEHICLE	.00	5,299.65	5,000.00	( 299.65)	106.0
01-53-52400 CONTRACTUAL SERVICES	.00	69,996.16	90,294.24	20,298.08	77.5
01-53-54500 EQUIPMENT RENTAL	.00	3,301.24	3,500.00	198.76	94.3
01-53-55300 CELLULAR PHONES	.00	126.32	816.00	689.68	15.5
01-53-60300 JANITORIAL SUPPLIES	.00	4,939.88	6,000.00	1,060.12	82.3
01-53-61500 UNIFORMS	252.48	6,021.67	5,062.20	( 959.47)	119.0
01-53-62200 MAINTENANCE SUPPLIES	.00	7,917.22	10,000.00	2,082.78	79.2
01-53-87000 CAPITAL OUTLAY-OVER \$5,000	.00	16,512.82	14,000.00	( 2,512.82)	118.0
<b>TOTAL LAND &amp; BUILDINGS</b>	<b>31,994.40</b>	<b>409,358.19</b>	<b>571,927.29</b>	<b>162,569.10</b>	<b>71.6</b>
<u>COMMUNITY DEVELOPMENT</u>					
01-54-40100 STRAIGHT TIME	6,829.15	93,456.65	50,000.48	( 43,456.17)	186.9
01-54-40310 SICK BUY BACK	.00	696.16	3,000.00	2,303.84	23.2
01-54-40400 FICA TAXES	515.63	7,098.92	14,213.74	7,114.82	49.9
01-54-40410 I.M.R.F.	58.61	2,040.65	8,361.02	6,320.37	24.4
01-54-40415 HEALTH/VISION/LIFE INSURANCE	421.22	6,848.94	24,439.27	17,590.33	28.0
01-54-51300 MAINTENANCE VEHICLE	.00	1,504.58	.00	( 1,504.58)	.0
01-54-52400 CONTRACTUAL/ PROF SERVICES	.00	7,952.68	40,000.00	32,047.32	19.9
01-54-53800 ADVERTISING	.00	.00	2,000.00	2,000.00	.0
01-54-55100 POSTAGE	.00	187.70	3,000.00	2,812.30	6.3
01-54-55400 TELEPHONE	.00	.00	500.00	500.00	.0
01-54-55410 CELLULAR PHONE	.00	.00	500.00	500.00	.0
01-54-55500 PRINTING	156.86	156.86	200.00	43.14	78.4
01-54-56200 TRAVEL	.00	35.00	200.00	165.00	17.5
01-54-56300 TRAINING/SEMINARS	.00	367.30	5,000.00	4,632.70	7.4
01-54-56600 REFERENCE MATERIAL	.00	.00	250.00	250.00	.0
01-54-60100 OFFICE/COMPUTER SUPPLIES	.00	2,801.85	5,000.00	2,198.15	56.0
01-54-62610 GAS	.00	43.29	.00	( 43.29)	.0
01-54-87002 TREE REPLACEMENT PROGRAM	1,275.00	14,100.00	25,000.00	10,900.00	56.4
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>9,256.47</b>	<b>137,290.58</b>	<b>181,664.51</b>	<b>44,373.93</b>	<b>75.6</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HUMAN RESOURCES</u>					
01-56-40100	STRAIGHT TIME	17,285.95	138,455.97	237,529.34	99,073.37 58.3
01-56-40310	SICK BUY BACK	.00	1,333.44	3,500.00	2,166.56 38.1
01-56-40400	FICA TAXES	1,279.75	9,965.16	18,170.99	8,205.83 54.8
01-56-40410	I.M.R.F.	132.77	2,771.45	10,688.82	7,917.37 25.9
01-56-40415	HEALTH/VISION/LIFE INSURANCE	3,158.48	14,638.66	23,263.44	8,624.78 62.9
01-56-40550	UNEMPLOYMENT INSURANCE	.00	.00	10,000.00	10,000.00 .0
01-56-40900	EMPLOYEE SOCIAL	2,445.00	7,365.08	10,000.00	2,634.92 73.7
01-56-52400	CONTRACTUAL/PROF SERVICES	6,456.19	35,479.89	85,560.00	50,080.11 41.5
01-56-53800	ADVERTISING	.00	655.00	1,000.00	345.00 65.5
01-56-55100	POSTAGE	.00	14.20	150.00	135.80 9.5
01-56-55200	COURIER SERVICES	.00	.00	100.00	100.00 .0
01-56-55410	CELLULAR PHONE	.00	465.34	918.48	453.14 50.7
01-56-55500	PRINTING	.00	116.00	100.00	( 16.00) 116.0
01-56-58100	MEMBERSHIP & DUES	.00	233.99	505.00	271.01 46.3
01-56-56300	TRAINING/SEMINARS	.00	85.00	5,000.00	4,915.00 1.7
01-56-56600	REFERENCE MATERIAL	.00	.00	1,350.00	1,350.00 .0
01-56-59100	LIABILITY INSURANCE	.00	464,425.14	761,173.00	296,747.86 61.0
01-56-59400	FIDELITY BONDS	.00	297.50	2,000.00	1,702.50 14.9
01-56-59500	CLAIMS PAYMENT	45,474.83	759,852.33	1,000,000.00	240,147.67 76.0
01-56-59800	WORKER'S COMP INSURANCE	.00	.00	168,274.00	168,274.00 .0
01-56-60100	OFFICE SUPPLIES	570.15	3,028.66	2,000.00	( 1,028.66) 151.4
01-56-61500	UNIFORM ALLOWANCE	.00	1,125.00	2,250.00	1,125.00 50.0
	TOTAL HUMAN RESOURCES	76,803.12	1,440,307.81	2,343,533.07	903,225.26 61.5
	TOTAL FUND EXPENDITURES	1,668,220.92	16,691,355.13	30,972,862.45	14,281,507.32 53.9
	NET REVENUE OVER EXPENDITURES	( 2,856,113.38)	797,372.74	135,800.50	( 661,572.24) 587.2

VILLAGE OF MAYWOOD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

MOTOR FUEL TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR FUEL TAX</u>					
12-10-30370 INTEREST INCOME	.00	.00	300.00	300.00	.0
12-10-30420 MOTOR FUEL TAX	89,582.64	740,152.91	362,488.00	( 377,664.91)	204.2
12-10-30430 REBUILD ILLINOIS CAPITAL PLAN	.00	264,604.30	528,000.00	263,395.70	50.1
<b>TOTAL MOTOR FUEL TAX</b>	<b>89,582.64</b>	<b>1,004,757.21</b>	<b>890,788.00</b>	<b>( 113,969.21)</b>	<b>112.8</b>
<b>TOTAL FUND REVENUE</b>	<b>89,582.64</b>	<b>1,004,757.21</b>	<b>890,788.00</b>	<b>( 113,969.21)</b>	<b>112.8</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

MOTOR FUEL TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR FUEL TAX</u>					
12-10-40110 SALARY	62,400.55	111,828.85	132,600.00	20,771.15	84.3
12-10-40200 OVERTIME	.00	.00	2,500.00	2,500.00	.0
12-10-40310 SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
12-10-40400 FICA TAXES	4,482.24	8,005.15	10,143.90	2,138.75	78.9
12-10-40410 IMRF	523.87	1,659.55	5,967.00	4,307.45	27.8
12-10-40415 HEALTH/VISION/LIFE INSURANCE	4,573.80	23,486.80	65,420.78	41,933.98	35.9
12-10-80000 CAPITAL	.00	.00	528,000.00	528,000.00	.0
12-10-89013 GENERAL MAINTENANCE	6,159.40	112,337.84	142,656.00	30,318.16	78.8
<b>TOTAL MOTOR FUEL TAX</b>	<b>78,139.86</b>	<b>257,318.19</b>	<b>890,787.68</b>	<b>633,469.49</b>	<b>28.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>78,139.86</b>	<b>257,318.19</b>	<b>890,787.68</b>	<b>633,469.49</b>	<b>28.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>11,442.78</b>	<b>747,439.02</b>	<b>.32</b>	<b>( 747,438.70)</b>	<b>23357</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING JANUARY 31, 2022

CONTINENTAL COMMUNITY E911

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

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING JANUARY 31, 2022

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
15-10-30440 GRANT REVENUE	.00	.00	333,000.00	333,000.00	.0
15-10-30520 PROPERTY TAX REVENUE	.00	.00	150,000.00	150,000.00	.0
TOTAL RECREATION	.00	.00	483,000.00	483,000.00	.0
<u>RECREATION SERVICES</u>					
15-61-30540 RECREATION FEES	.00	1,635.00	.00	( 1,635.00)	.0
TOTAL RECREATION SERVICES	.00	1,635.00	.00	( 1,635.00)	.0
TOTAL FUND REVENUE	.00	1,635.00	483,000.00	481,365.00	.3

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS &amp; RECREATION</u>					
15-60-52400 CONTRACTUAL/PROF SERVICES	.00	5,337.72	438,000.00	432,662.28	1.2
15-60-54500 EQUIPMENT RENTAL/LEASE	.00	.00	3,500.00	3,500.00	.0
15-60-55400 TELEPHONE	.00	1,909.97	4,000.00	2,090.03	47.8
15-60-60000 GRABT EXPENSE	.00	.00	35,000.00	35,000.00	.0
15-60-62650 ELECTRIC	.00	39.44	1,000.00	960.56	3.9
15-60-62670 HEAT	184.40	441.84	1,500.00	1,058.16	29.5
TOTAL PARKS & RECREATION	<u>184.40</u>	<u>7,728.97</u>	<u>483,000.00</u>	<u>475,271.03</u>	<u>1.6</u>
TOTAL FUND EXPENDITURES	<u>184.40</u>	<u>7,728.97</u>	<u>483,000.00</u>	<u>475,271.03</u>	<u>1.6</u>
NET REVENUE OVER EXPENDITURES	<u>( 184.40)</u>	<u>( 6,093.97)</u>	<u>.00</u>	<u>6,093.97</u>	<u>.0</u>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING JANUARY 31, 2022

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

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

CDBG

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CDBG</u>						
21-10-87200	10-030 CDBG 20TH AVE	.00	445,513.30	.00	( 445,513.30)	.0
21-10-87506	WARREN ST. 19TH AVE. - 21ST AV	.00	.00	200,000.00	200,000.00	.0
TOTAL CDBG		.00	445,513.30	200,000.00	( 245,513.30)	222.8
TOTAL FUND EXPENDITURES		.00	445,513.30	200,000.00	( 245,513.30)	222.8
NET REVENUE OVER EXPENDITURES		.00	( 445,513.30)	.00	445,513.30	.0

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING JANUARY 31, 2022

FEDERAL GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FEDERAL GRANT FUNDS</u>					
22-10-30300 COPS HIRING RECOVERY PROGRAM	.00	191,612.76	.00	( 191,612.76)	.0
22-10-30700 AMERICAN RESCURE PLAN ACT	.00	1,574,098.00	.00	( 1,574,098.00)	.0
<b>TOTAL FEDERAL GRANT FUNDS</b>	<b>.00</b>	<b>1,765,710.76</b>	<b>.00</b>	<b>( 1,765,710.76)</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>1,765,710.76</b>	<b>.00</b>	<b>( 1,765,710.76)</b>	<b>.0</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

FEDERAL GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
22-36-52400 CONTRACTUAL /PROF SERVICES	8.00	2,243.00	.00	( 2,243.00)	.0
22-36-60600 OTHER SUPPLIES	.00	( 1,133.27)	.00	1,133.27	.0
TOTAL DEPARTMENT 36	8.00	1,109.73	.00	( 1,109.73)	.0
TOTAL FUND EXPENDITURES	8.00	1,109.73	.00	( 1,109.73)	.0
NET REVENUE OVER EXPENDITURES	( 8.00)	1,764,601.03	.00	( 1,764,601.03)	.0

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING JANUARY 31, 2022

2015 BOND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>2015 BOND FUND</u>					
30-10-30370 INTEREST	15.70	153.23	131,000.00	130,846.77	.1
30-10-30520 PROPERTY TAXES	1,978.88	1,367,377.94	2,620,000.00	1,252,622.06	52.2
<b>TOTAL 2015 BOND FUND</b>	<b>1,994.58</b>	<b>1,367,531.17</b>	<b>2,751,000.00</b>	<b>1,383,468.83</b>	<b>49.7</b>
<b>TOTAL FUND REVENUE</b>	<b>1,994.58</b>	<b>1,367,531.17</b>	<b>2,751,000.00</b>	<b>1,383,468.83</b>	<b>49.7</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

2015 BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>2015 BOND FUND</u>						
30-10-70000	PRINCIPAL PAYMENT	2,620,000.00	2,620,000.00	2,620,000.00	.00	100.0
30-10-70001	INTEREST	65,500.00	131,000.00	131,000.00	.00	100.0
TOTAL 2015 BOND FUND		<u>2,685,500.00</u>	<u>2,751,000.00</u>	<u>2,751,000.00</u>	<u>.00</u>	<u>100.0</u>
TOTAL FUND EXPENDITURES		<u>2,685,500.00</u>	<u>2,751,000.00</u>	<u>2,751,000.00</u>	<u>.00</u>	<u>100.0</u>
NET REVENUE OVER EXPENDITURES		<u>( 2,683,505.42)</u>	<u>( 1,383,468.83)</u>	<u>.00</u>	<u>1,383,468.83</u>	<u>.0</u>

VILLAGE OF MAYWOOD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER COLLECTIONS</u>					
41-55-30370 INTEREST	.00	.00	500.00	500.00	.0
41-55-30600 SALE OF WATER METERS	2,035.00	11,674.54	25,000.00	13,325.46	46.7
41-55-30700 WATER DEPOSITS	( 450.00)	( 6,400.00)	.00	6,400.00	.0
41-55-30710 WATER SALES	546,348.36	5,027,308.35	7,200,000.00	2,172,691.65	69.8
41-55-30711 PENALTIES	24,535.60	253,348.50	350,000.00	96,651.50	72.4
41-55-30712 WRITE OFF/ADJUSTMENTS	.00	.00	( 200,000.00)	( 200,000.00)	.0
41-55-30716 TURNING WATER BACK ON	1,250.00	14,525.00	25,000.00	10,475.00	58.1
41-55-30750 SEWER REVENUE	31,452.83	242,885.83	324,000.00	81,114.17	75.0
41-55-30800 GARBAGE REVENUE	156,318.46	1,392,210.93	1,887,647.04	495,436.11	73.8
41-55-30900 REIMBURSEMENTS TO WATER FUND	.00	217.40	.00	( 217.40)	.0
 TOTAL WATER COLLECTIONS	 761,490.25	 6,935,770.55	 9,612,147.04	 2,676,376.49	 72.2
 TOTAL FUND REVENUE	 761,490.25	 6,935,770.55	 9,612,147.04	 2,676,376.49	 72.2

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUMP STATION OPERATIONS</u>					
41-51-40100 STRAIGHT TIME	6,089.60	59,924.01	79,156.90	19,232.89	75.7
41-51-40200 ALL OVERTIME	.00	226.11	1,500.00	1,273.89	15.1
41-51-40310 SICK BUY BACK	.00	1,826.88	1,850.00	23.12	98.8
41-51-40400 FICA TAXES	433.56	4,450.59	6,055.50	1,604.91	73.5
41-51-40410 I.M.R.F.	52.38	1,301.19	3,562.06	2,260.87	36.5
41-51-40415 HEALTH/VISION/LIFE INSURANCE	2,391.94	21,393.97	34,201.44	12,807.47	62.6
41-51-51100 MAINTENANCE BUILDINGS	.00	1,600.00	6,000.00	4,400.00	26.7
41-51-51200 MAINTENANCE EQUIPMENT	.00	3,316.35	17,500.00	14,183.65	19.0
41-51-52400 CONTRACTUAL/PROF SERVICES	.00	6,731.00	12,500.00	5,769.00	53.9
41-51-55300 CELLULAR PHONE	.00	124.68	218.64	93.96	57.0
41-51-55400 TELEPHONE	226.56	2,350.57	2,671.68	321.11	88.0
41-51-55500 PRINTING	.00	.00	500.00	500.00	.0
41-51-56300 TRAIN/SEMINARS	.00	.00	3,000.00	3,000.00	.0
41-51-61500 UNIFORMS	38.18	1,078.78	1,300.00	221.22	83.0
41-51-62200 MAINTENANCE SUPPLIES	.00	712.86	3,000.00	2,287.14	23.8
41-51-62650 ELECTRIC	.00	.00	1,200.00	1,200.00	.0
41-51-62670 HEAT	.00	787.17	2,400.00	1,612.83	32.8
<b>TOTAL PUMP STATION OPERATIONS</b>	<b>9,232.22</b>	<b>105,824.16</b>	<b>176,616.22</b>	<b>70,792.06</b>	<b>59.9</b>

WATER & SEWER MAINTENANCE

41-52-40100 STRAIGHT TIME	26,348.12	267,047.04	346,693.52	79,646.48	77.0
41-52-40200 ALL OVERTIME	2,585.13	20,746.17	10,000.00	( 10,746.17)	207.5
41-52-40310 SICK BUY BACK	.00	5,188.40	5,000.00	( 188.40)	103.8
41-52-40400 FICA TAXES	2,078.87	21,202.52	26,522.05	5,319.53	79.9
41-52-40410 I.M.R.F.	248.84	6,228.51	15,601.21	9,372.70	39.9
41-52-40415 HEALTH/VISION/LIFE INSURANCE	9,964.80	89,049.47	126,917.86	37,868.39	70.2
41-52-51200 MAINTENANCE EQUIPMENT	1,287.66	2,826.77	9,550.00	6,723.23	29.6
41-52-51300 MAINTENANCE VEHICLE	1,930.20	43,070.74	35,000.00	( 8,070.74)	123.1
41-52-52400 CONTRACTUAL/PROF SERVICES	.00	415,818.75	575,000.00	159,181.25	72.3
41-52-53400 WATER & SEWER REPAIRS	.00	151,905.36	210,000.00	58,094.64	72.3
41-52-54500 EQUIPMENT RENTAL	273.88	2,390.70	15,000.00	12,609.30	15.9
41-52-55300 CELLULAR PHONE	.00	327.64	1,272.00	944.36	25.8
41-52-56300 TRAINING / SEMINARS	.00	.00	6,000.00	6,000.00	.0
41-52-60600 CAPITAL OUTLAY-UNDER \$5,000	.00	39,105.42	25,000.00	( 14,105.42)	156.4
41-52-61500 UNIFORMS	220.00	7,259.53	4,783.48	( 2,476.05)	151.8
41-52-62200 MAINTENANCE SUPPLIES	.00	8,610.05	10,000.00	1,389.95	86.1
41-52-62610 GASOLINE	.00	.00	5,000.00	5,000.00	.0
41-52-87000 CAPITAL OUTLAY-OVER \$5,000	.00	30,426.15	199,170.00	168,743.85	15.3
41-52-87001 FLOOD CONTROL ASSISTANCE	2,250.00	15,950.00	50,000.00	34,050.00	31.9
<b>TOTAL WATER &amp; SEWER MAINTENAN</b>	<b>47,187.50</b>	<b>1,127,153.22</b>	<b>1,676,510.12</b>	<b>549,356.90</b>	<b>67.2</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER COLLECTIONS</u>					
41-55-40100 STRAIGHT TIME	14,899.79	155,689.60	292,896.48	137,206.88	53.2
41-55-40200 ALL OVERTIME	57.72	1,593.02	2,500.00	906.98	63.7
41-55-40310 SICK BUY BACK	.00	2,499.27	2,500.00	.73	100.0
41-55-40400 FICA TAXES	1,067.64	11,511.82	22,406.50	10,894.68	51.4
41-55-40410 I.M.R.F.	128.42	3,410.96	13,180.20	9,769.24	25.9
41-55-40415 HEALTH/VISION/LIFE INSURANCE	5,533.69	51,540.01	119,793.02	68,253.01	43.0
41-55-52400 CONTRACTUAL/PROF SERVICES	4,898.72	133,831.81	280,000.00	146,168.19	47.8
41-55-54500 EQUIPMENT RENTAL/LEASE	.00	.00	1,064.16	1,064.16	.0
41-55-55100 POSTAGE	.00	10,996.58	2,000.00	( 8,996.58)	549.8
41-55-55400 TELEPHONE	.00	.00	5,000.00	5,000.00	.0
41-55-55500 PRINTING	.00	.00	54,000.00	54,000.00	.0
41-55-56300 TRAINING/SEMINARS	.00	90.00	5,000.00	4,910.00	1.8
41-55-57300 WATER PURCHASES	.00	2,341,598.24	3,900,000.00	1,558,401.76	60.0
41-55-57301 VOLUME CHARGE - MELROSE PARK	.00	394,340.69	660,000.00	265,659.31	59.8
41-55-57400 GARBAGE EXPENSE	.00	1,414,628.81	1,918,740.00	504,111.19	73.7
41-55-57510 DEPRECIATION EXPENSE	.00	.00	391,940.00	391,940.00	.0
41-55-57600 LIEN FILING FEES	.00	.00	5,000.00	5,000.00	.0
41-55-57665 REFUND WATER DEPOSITS	.00	273.47	1,500.00	1,226.53	18.2
41-55-60100 OFFICE SUPPLIES	.00	1,274.00	4,000.00	2,726.00	31.9
41-55-61500 UNIFORMS	.00	2,904.70	3,750.00	845.30	77.5
41-55-62200 MAINTENANCE SUPPLIES	.00	.00	10,000.00	10,000.00	.0
41-55-70000 DEBT SERVICE - WATER FUND	.00	.00	57,000.00	57,000.00	.0
41-55-71000 LEASE PAYMENTS	.00	.00	6,500.00	6,500.00	.0
41-55-92700 BANK FEES	.00	41.47	250.00	208.53	16.6
<b>TOTAL WATER COLLECTIONS</b>	<b>26,585.98</b>	<b>4,526,224.45</b>	<b>7,759,020.36</b>	<b>3,232,795.91</b>	<b>58.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>83,005.70</b>	<b>5,759,201.83</b>	<b>9,612,146.70</b>	<b>3,852,944.87</b>	<b>59.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>678,484.55</b>	<b>1,176,568.72</b>	<b>.34</b>	<b>( 1,176,568.38)</b>	<b>34604</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING JANUARY 31, 2022

ST CHARLES TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
71-33-30370 INTEREST	3.29	13.14	.00	( 13.14)	.0
TOTAL TIF ADMINISTRATION	3.29	13.14	.00	( 13.14)	.0
TOTAL FUND REVENUE	3.29	13.14	.00	( 13.14)	.0

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

ST CHARLES TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
71-33-52400 CONTRACTUAL/PROF SERVICES	.00	7,042.50	.00	( 7,042.50)	.0
TOTAL TIF ADMINISTRATION	.00	7,042.50	.00	( 7,042.50)	.0
TOTAL FUND EXPENDITURES	.00	7,042.50	.00	( 7,042.50)	.0
NET REVENUE OVER EXPENDITURES	3.29	( 7,029.36)	.00	7,029.36	.0

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING JANUARY 31, 2022

MADISON AVE TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
72-33-30370 INTEREST	.81	.81	1,000.00	999.19	.1
72-33-30620 MADISON AVE TIF	.00	2,375,296.95	4,000,000.00	1,624,703.05	59.4
72-33-30900 APPROPRIATION OF FUND BALANCE	.00	.00	1,048,111.00	1,048,111.00	.0
TOTAL TIF ADMINISTRATION	.81	2,375,297.76	5,049,111.00	2,673,813.24	47.0
TOTAL FUND REVENUE	.81	2,375,297.76	5,049,111.00	2,673,813.24	47.0

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

MADISON AVE TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
72-33-40100	REGULAR SALARIES	8,687.08	102,729.09	139,689.11	36,960.02 73.5
72-33-40310	SICK BUY BACK	.00	1,606.52	2,400.00	793.48 66.9
72-33-40400	FICA TAXES	646.52	7,780.59	10,686.22	2,905.63 72.8
72-33-40410	IMRF	74.60	2,143.94	6,286.01	4,142.07 34.1
72-33-40415	HEALTH/VISION/LIFE INSURANCE	1,264.42	14,185.57	30,674.28	16,488.71 46.3
72-33-52400	CONTRACTUAL/PROF SERVICES	.00	236,620.06	409,000.00	172,379.94 57.9
72-33-80000	CAPITAL PROJECTS	.00	10,612.00	85,000.00	74,388.00 12.5
72-33-82000	PUBLIC IMPROVEMENTS	.00	3,247,086.88	4,265,375.00	1,018,288.12 76.1
72-33-87000	FACADE PROGRAM	.00	( 1,500.00)	100,000.00	101,500.00 ( 1.5)
TOTAL TIF ADMINISTRATION		10,672.62	3,621,264.65	5,049,110.62	1,427,845.97 71.7
TOTAL FUND EXPENDITURES		10,672.62	3,621,264.65	5,049,110.62	1,427,845.97 71.7
NET REVENUE OVER EXPENDITURES		( 10,671.81)	( 1,245,966.89)	.38	1,245,967.27 (32788)

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING JANUARY 31, 2022

ROOSEVELT ROAD TIF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>						
73-33-30620	ROOSEVELT TIF	.00	343,132.05	400,000.00	56,867.95	85.8
73-33-30900	APPROPRIATION OF FUND BALANC	.00	.00	50,000.00	50,000.00	.0
TOTAL TIF ADMINISTRATION		.00	343,132.05	450,000.00	106,867.95	76.3
TOTAL FUND REVENUE		.00	343,132.05	450,000.00	106,867.95	76.3

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

ROOSEVELT ROAD TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
73-33-40100 STRAIGHT TIME	4,303.98	60,135.20	78,511.37	18,376.17	76.6
73-33-40310 SICK BUY BACK	.00	982.62	1,200.00	217.38	81.9
73-33-40400 FICA	325.02	4,585.62	6,006.12	1,420.50	76.4
73-33-40410 IMRF	36.91	1,239.28	3,533.01	2,293.73	35.1
73-33-40415 HEALTH/VISION/LIFE INSURANCE	239.18	5,912.63	16,544.52	10,631.89	35.7
73-33-52400 CONTRACTUAL/PROF SERVICES	.00	19,062.50	194,205.00	175,142.50	9.8
73-33-86000 PUBLIC IMPROVEMENTS	.00	192,261.42	50,000.00	( 142,261.42)	384.5
73-33-87000 BUSINESS IMPROVEMENT PROGRAM	.00	.00	100,000.00	100,000.00	.0
<b>TOTAL TIF ADMINISTRATION</b>	<b>4,905.09</b>	<b>284,179.27</b>	<b>450,000.02</b>	<b>165,820.75</b>	<b>63.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>4,905.09</b>	<b>284,179.27</b>	<b>450,000.02</b>	<b>165,820.75</b>	<b>63.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 4,905.09)</b>	<b>58,952.78</b>	<b>( .02)</b>	<b>( 58,952.80)</b>	<b>29476</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING JANUARY 31, 2022

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

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING JANUARY 31, 2022

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
77-33-52400 CONTRACTUAL/PROF SERVICES	.00	2,700.00	25,000.00	22,300.00	10.8
77-33-52500 BOARD UP SERVICES	.00	15,050.00	25,000.00	9,950.00	60.2
77-33-62601 GRASS CUTTING	.00	144,470.00	200,000.00	55,530.00	72.2
77-33-62605 TREE CUTTING	.00	.00	50,000.00	50,000.00	.0
77-33-68000 DEMO OF STRUCTURES	.00	4,300.00	75,000.00	70,700.00	5.7
<b>TOTAL DEPARTMENT 33</b>	<b>.00</b>	<b>166,520.00</b>	<b>375,000.00</b>	<b>208,480.00</b>	<b>44.4</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>.00</b>	<b>166,520.00</b>	<b>375,000.00</b>	<b>208,480.00</b>	<b>44.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>.00</b>	<b>( 166,520.00)</b>	<b>.00</b>	<b>166,520.00</b>	<b>.0</b>



**CORPORATE  
REVENUE**

	YTD ACTUAL	ORIGINAL BUDGET	AMENDMENTS	REVISED BUDGET	UNEARNED
01-10-30130	611,821.19	525,000.00	100,000.00	625,000.00	(86,821.19)
01-10-30160	-	10,000.00	(7,500.00)	2,500.00	10,000.00
01-10-30170	596,695.03	350,000.00	400,000.00	750,000.00	(246,695.03)
01-10-30200	11,395.00	80,000.00	(20,000.00)	60,000.00	68,605.00
01-10-30300	3,964.00	-	5,000.00	5,000.00	(3,964.00)
01-10-30330	374,248.71	25,000.00	300,000.00	325,000.00	(349,248.71)
01-10-30335	-	15,000.00	(5,000.00)	10,000.00	15,000.00
01-10-30365	27,317.00	55,000.00	(10,000.00)	45,000.00	27,683.00
01-10-30405	-	24,932.00	(24,932.00)	-	24,932.00
01-10-30440	104,782.49	100,000.00	45,000.00	145,000.00	(4,782.49)
01-10-30445	32,112.46	150,000.00	(110,000.00)	40,000.00	117,887.54
01-10-30450	128,131.95	100,000.00	30,000.00	130,000.00	(28,131.95)
01-10-30460	67,495.00	250,000.00	(150,000.00)	100,000.00	182,505.00
01-10-30500	91,419.00	150,000.00	(50,000.00)	100,000.00	58,581.00
01-10-30519	4,550.56	30,000.00	(20,000.00)	10,000.00	25,449.44
01-10-30521	6,127.75	17,500.00	(10,000.00)	7,500.00	11,372.25
01-10-30522	1,623,796.31	1,500,000.00	200,000.00	1,700,000.00	(123,796.31)
01-10-30524	865,521.42	625,000.00	250,000.00	875,000.00	(240,521.42)
01-10-30529	207,772.02	425,000.00	(150,000.00)	275,000.00	217,227.98
01-10-30545	51,376.12	25,000.00	30,000.00	55,000.00	(26,376.12)
01-10-30547	23,695.58	20,000.00	10,000.00	30,000.00	(3,695.58)
01-10-30630	253,619.47	250,000.00	25,000.00	275,000.00	(3,619.47)
01-10-30650	-	300,000.00	(100,000.00)	200,000.00	300,000.00
01-10-30720	2,200.00	250.00	1,750.00	2,000.00	(1,950.00)
01-10-30730	3,750.00	250.00	3,000.00	3,250.00	(3,500.00)
TOTAL CORPORATE	4,832,221.59	4,477,432.00	742,318.00	5,770,250.00	(354,789.59)

SUMMARIZED



CORPORATE EXPENSES	YTD ACTUAL	ORIGINAL BUDGET		AMENDMENTS	REVISED BUDGET		UNEXPENDED
		BUDGET	BUDGET		BUDGET	BUDGET	
VILLAGE CLERK							
01-11-40310 SICK BUY BACK	2,229.28	1,500.00	2,230.00	730.00	2,230.00	(729.28)	
01-11-53000 CODIFICATION	11,922.25	5,500.00	20,000.00	14,500.00	20,000.00	(6,422.25)	
01-11-56300 TRAINING/SEMINARS	1,773.60	1,300.00	1,800.00	500.00	1,800.00	(473.60)	
TOTAL VILLAGE CLERK	15,925.13	8,300.00	24,030.00	15,730.00	24,030.00	(7,625.13)	
VILLAGE MANAGER							
01-12-40310 SICK BUY BACK	4,307.32	5,500.00	4,400.00	(1,100.00)	4,400.00	1,192.68	
01-12-40415 HEALTH/VISION/LIFE INSURANCE	22,034.84	62,208.43	27,208.43	(35,000.00)	27,208.43	40,173.59	
01-12-40417 VOYA EXPENSE	918.09	8,500.00	3,500.00	(5,000.00)	3,500.00	7,581.91	
01-12-55410 CELLULAR PHONE	1,035.58	700.00	1,000.00	300.00	1,000.00	(335.74)	
01-12-56700 NEWSLETTER	4,747.92	30,000.00	10,000.00	(20,000.00)	10,000.00	25,252.08	
01-12-61700 MISC	-	-	5,000.00	5,000.00	5,000.00	-	
TOTAL VILLAGE MANAGER	33,043.75	106,908.43	51,108.43	(55,800.00)	51,108.43	73,864.52	
FINANCE							
01-14-40100 STRAIGHT TIME	199,337.77	312,058.92	302,058.92	(10,000.00)	302,058.92	112,721.15	
01-14-40310 SICK BUY BACK	4,430.96	6,000.00	4,431.00	(1,569.00)	4,431.00	1,569.04	
01-14-40410 I.M.R.F.	4,621.84	14,042.65	9,042.65	(5,000.00)	9,042.65	9,420.81	
01-14-40415 HEALTH/LIFE/VISION INSURANCE	65,321.60	116,178.50	106,178.50	(10,000.00)	106,178.50	50,856.90	
01-14-55400 TELEPHONE	37,607.50	30,000.00	-	(30,000.00)	-	(7,607.50)	
01-14-61850 LIBRARY-PERSONAL PROPERTY TAX	55,388.15	-	106,887.62	106,887.62	106,887.62	(55,388.15)	
01-14-61875 BANK FEES	4,661.64	1,000.00	10,000.00	9,000.00	10,000.00	(3,661.64)	
TOTAL FINANCE	371,369.46	479,280.07	538,598.69	59,318.62	538,598.69	107,910.61	



LAW	YTD ACTUAL	ORIGINAL		AMENDMENT	REVISED	
		BUDGET	BUDGET		BUDGET	UNEXPENDED
01-15-53800 ADVERTISING	8,120.40	5,000.00	12,500.00	7,500.00	12,500.00	(3,120.40)
01-15-59900 FILING FEES	3,990.00	2,500.00	7,500.00	5,000.00	7,500.00	(1,490.00)
<b>TOTAL LAW</b>	<b>12,110.40</b>	<b>7,500.00</b>	<b>20,000.00</b>	<b>12,500.00</b>	<b>20,000.00</b>	<b>(4,610.40)</b>
<b>MANAGEMENT INFORMATION SYSTEM</b>						
01-18-55400 TELEPHONE	-	600.00	-	(600.00)	-	600.00
01-18-56500 SUBSCRIPTIONS	14,799.72	15,700.00	25,700.00	10,000.00	25,700.00	900.28
01-18-60100 OFFICE/COMPUTER SUPPLIES	1,130.60	1,500.00	3,000.00	1,500.00	3,000.00	369.40
01-18-80100 COMPUTERS	8,423.86	10,000.00	15,000.00	5,000.00	15,000.00	1,576.14
<b>TOTAL MIS</b>	<b>24,354.18</b>	<b>27,800.00</b>	<b>43,700.00</b>	<b>15,900.00</b>	<b>43,700.00</b>	<b>3,446</b>
<b>CENTRAL SERVICES</b>						
01-19-55400 TELEPHONE	69,472.67	125,000.00	300,000.00	175,000.00	300,000.00	55,527.33
01-19-58000 HEALTH INSURANCE	516,579.92	540,000.00	-	-	-	23,420.08
<b>TOTAL CENTRAL SERVICES</b>	<b>586,052.59</b>	<b>665,000.00</b>	<b>300,000.00</b>	<b>175,000.00</b>	<b>300,000.00</b>	<b>78,947.41</b>



PRESIDENT & TRUSTEES	YTD ACTUAL	ORIGINAL		AMENDMENT	REVISED	
		BUDGET	BUDGET		BUDGET	UNEXPENDED
01-20-40100 REGULAR SALARIES	103,390.96	138,359.44	13,000.00	151,359.44	34,968.48	
01-20-40310 SICK BUY BACK	1,615.39	1,350.00	267.00	1,617.00	(265.39)	
01-20-40400 FICA TAXES	7,650.64	10,584.50	750.00	11,334.50	2,933.86	
01-20-40415 HEALTH/VISION/LIFE INSURANCE	2,376.26	34,560.24	(30,000.00)	4,560.24	32,183.98	
01-20-52400 CONTRACTUAL/PROF SERVICES	-	-	2,500.00	2,500.00	-	
01-20-55400 TELEPHONE	-	700.00	(700.00)	-	700.00	
01-20-56300 TRAINING/SEMINARS	-	-	25,000.00	25,000.00	-	
01-20-61700 MISCELLANEOUS	1,175.56	-	10,000.00	10,000.00	(1,175.56)	
01-20-71000 LEASE PAYMENTS	4,612.92	5,628.00	2,200.00	7,828.00	1,015.08	
01-20-67913 COMMUNITY ENGAGEMENT	-	-	5,000.00	5,000.00	-	
01-20-87000 CAPITAL OUTLAY - OVER \$5,000	49,046.74	-	49,046.74	49,046.74	(49,046.74)	
01-20-87100 INTEREST EXPENSE	385.19	-	1,000.00	1,000.00	(385.19)	
<b>TOTAL PRESIDENT &amp; TRUSTEES</b>	<b>170,253.66</b>	<b>191,182.18</b>	<b>78,063.74</b>	<b>269,245.92</b>	<b>20,928.52</b>	

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CODE ENFORCEMENT	YTD ACTUAL	ORIGINAL		AMENDMENT	REVISED	
		BUDGET	BUDGET		BUDGET	UNEXPENDED
01-23-40100 STRAIGHT TIME	268,323.03	503,724.38	(65,000.00)	438,724.38	235,401.35	
01-23-40310 SICK BUY BACK	1,718.28	3,500.00	(1,780.00)	1,720.00	1,781.72	
01-23-51300 MAINTENANCE VEHICLE	438.78	8,000.00	(2,000.00)	6,000.00	7,561.22	
01-23-52400 CONTRACTUAL/PROF SERVICES	67,504.53	75,000.00	10,000.00	85,000.00	7,495.47	
01-23-54500 EQUIPMENT RENTAL/LEASE	4,891.23	5,000.00	3,000.00	8,000.00	108.77	
01-23-55400 TELEPHONE	-	1,000.00	(1,000.00)	-	1,000.00	
01-23-56300 TRAINING/SEMINARS	3,182.00	5,000.00	10,000.00	15,000.00	1,818.00	
01-23-60300 ANIMAL CONTROL IMPOUND	13,414.00	30,000.00	20,000.00	50,000.00	16,586.00	
01-23-62610 GAS	3,977.30	8,000.00	(750.00)	7,250.00	4,022.70	
<b>TOTAL CODE ENFORCEMENT</b>	<b>363,449.15</b>	<b>639,224.38</b>	<b>(27,530.00)</b>	<b>611,694.38</b>	<b>275,775.23</b>	

SUMMARIZED



	YTD ACTUAL	ORIGINAL BUDGET	AMENDMENT	REVISED BUDGET	UNEXPENDED
<b>POLICE</b>					
01-40-40100 SALARY-REGULAR	3,371,916.82	5,541,595.26	(135,000.00)	5,406,595.26	2,169,678.44
01-40-40200 ALL OVERTIME	286,890.48	350,000.00	100,000.00	450,000.00	63,109.52
01-40-40310 SICK BUY BACK	22,648.33	40,000.00	(17,000.00)	23,000.00	17,351.67
01-40-40500 UNIFORM ALLOWANCE	38,962.50	55,550.00	(10,000.00)	45,550.00	16,587.50
01-40-52400 CONTRACTUAL/PROF SERVICES	75,961.62	79,200.00	10,000.00	89,200.00	3,238.38
01-40-55100 POSTAGE	10,880.32	10,000.00	5,000.00	15,000.00	(880.32)
01-40-55400 TELEPHONE	48,392.36	51,700.00	(51,700.00)	-	3,307.64
01-40-87000 CAPITAL OUTLAY-OVER \$5,000	-	-	300,000.00	300,000.00	-
01-40-87100 INTEREST EXPENSE	-	-	3,700.00	3,700.00	-
01-40-88000 HOMELAND SECURITY	-	-	25,000.00	25,000.00	-
<b>TOTAL POLICE</b>	<b>3,855,652.43</b>	<b>6,128,045.26</b>	<b>230,000.00</b>	<b>6,358,045.26</b>	<b>2,272,392.83</b>
<b>FIRE</b>					
01-41-40200 ALL OVERTIME	212,160.52	200,000.00	100,000.00	300,000.00	(12,160.52)
01-41-40310 SICK BUY BACK	67,539.91	75,000.00	(7,400.00)	67,600.00	7,460.09
01-41-40415 HEALTH/VISION/LIFE INSURANCE	591,528.97	1,122,262.75	(200,000.00)	922,262.75	530,733.78
01-41-51100 MAINTENANCE BUILDINGS	2,759.25	32,000.00	(10,000.00)	22,000.00	29,240.75
01-41-51300 MAINTENANCE VEHICLE	30,421.29	125,000.00	(40,000.00)	85,000.00	94,578.71
01-41-55400 TELEPHONE	73,563.79	55,000.00	(55,000.00)	-	(18,563.79)
01-41-60700 COMPUTER SUPPLIES	130.19	10,000.00	5,000.00	15,000.00	9,869.81
01-41-63000 MEDICAL SUPPLIES	24,590.29	20,000.00	10,000.00	30,000.00	(4,590.29)
01-41-63200 RADIO MAINTENANCE	1,627.14	20,000.00	(5,000.00)	15,000.00	18,372.86
01-41-72000 INTEREST	3,826.33	-	-	-	(3,826.33)
01-41-87000 CAPITAL OUTLAY-OVER \$5,000	292,812.00	150,000.00	148,874.55	298,874.55	(142,812.00)
01-41-87100 INTEREST EXPENSE	7,645.63	-	12,000.00	12,000.00	(7,645.63)
<b>TOTAL FIRE</b>	<b>1,308,605.31</b>	<b>1,809,262.75</b>	<b>(41,525.45)</b>	<b>1,767,737.30</b>	<b>500,657.44</b>



	YTD ACTUAL	ORIGINAL		AMENDMENT	REVISED	
		BUDGET	BUDGET		BUDGET	UNEXPENDED
<b>PUBLIC WORKS</b>						
01-50-40310 SICK BUY BACK	3,072.66	5,000.00	3,100.00	(1,900.00)	1,927.34	
01-50-51300 MAINTENANCE VEHICLE	77,175.30	80,000.00	130,000.00	50,000.00	2,824.70	
01-50-52100 MAINTENANCE ELECTRICAL	85,111.76	80,500.00	180,500.00	100,000.00	(4,611.76)	
01-50-52400 CONTRACTUAL/PROF SERVICES	617,258.71	589,500.00	689,500.00	100,000.00	(27,758.71)	
01-50-54500 EQUIPMENT RENTAL	5,122.38	15,000.00	20,000.00	5,000.00	9,877.62	
01-50-55400 TELEPHONE	9,482.77	10,000.00	-	(10,000.00)	517.23	
01-50-61500 UNIFORMS	9,016.68	6,423.04	10,423.04	4,000.00	(2,593.64)	
01-50-62610 GASOLINE	31,449.62	70,000	60,000.00	(10,000.00)	38,550.38	
01-50-87100 INTEREST EXPENSE	6,144.42	-	7,000.00	7,000.00	(6,144.42)	
<b>TOTAL PUBLIC WORKS</b>	<b>843,834.30</b>	<b>856,423.04</b>	<b>1,100,523.04</b>	<b>244,100.00</b>	<b>12,588.74</b>	
<b>LAND &amp; BUILDINGS</b>						
01-53-40310 SICK BUY BACK	1,327.68	3,700.00	1,500.00	(2,200.00)	2,372.32	
01-53-51300 MAINTENANCE VEHICLE	4,619.65	5,000.00	10,000.00	5,000.00	380.35	
01-53-52400 CONTRACTUAL SERVICES	69,996.16	90,294.24	100,294.24	10,000.00	20,298.08	
01-53-54500 EQUIPMENT RENTAL	3,301.24	3,500.00	5,700.00	2,200.00	198.76	
01-53-87000 CAPITAL OUTLAY-OVER \$5,000	16,512.82	14,000.00	16,600.00	2,600.00	(2,512.82)	
<b>TOTAL LAND &amp; BUILDINGS</b>	<b>95,757.55</b>	<b>116,494.24</b>	<b>134,094.24</b>	<b>17,600.00</b>	<b>20,736.69</b>	



COMMUNITY DEVELOPMENT	YTD ACTUAL	ORIGINAL		AMENDMENT	REVISED	
		BUDGET	BUDGET		BUDGET	UNEXPENDED
01-54-40100 STRAIGHT TIME	86,627.50	185,800.52	135,800.52	(50,000.00)	135,800.52	99,173.02
01-54-40310 SICK BUY BACK	696.16	3,000.00	700.00	(2,300.00)	700.00	(2,303.84)
01-54-51300 MAINTENANCE VEHICLE	1,504.58		2,000.00	2,000.00	2,000.00	(1,504.58)
01-54-55100 POSTAGE	187.70	3,000.00	2,000.00	(1,000.00)	2,000.00	2,812.30
01-54-55400 TELEPHONE	-	500.00	-	(500.00)	-	500.00
01-54-55500 PRINTING	-	200.00	1,200.00	1,000.00	1,200.00	200.00
01-54-56100 MEMBERSHIP & DUES	-	-	2,000.00	2,000.00	2,000.00	
01-54-56200 TRAVEL	35.00	200.00	500.00	300.00	500.00	165.00
01-54-60100 OFFICE/COMPUTER SUPPLIES	2,801.85	5,000.00	6,000.00	1,000.00	6,000.00	2,198.15
01-54-62610 GAS	43.29	-	750.00	750.00	750.00	(43.29)
<b>TOTAL COMMUNITY DEV.</b>	<b>91,896.08</b>	<b>197,700.52</b>	<b>150,950.52</b>	<b>(46,750.00)</b>	<b>150,950.52</b>	<b>101,196.76</b>

HUMAN RESOURCES	YTD ACTUAL	ORIGINAL		AMENDMENT	REVISED	
		BUDGET	BUDGET		BUDGET	UNEXPENDED
01-56-40100 STRAIGHT TIME	121,170.02	237,529.34	197,529.34	(40,000.00)	197,529.34	116,359.32
01-56-40310 SICK BUY BACK	1,333.44	3,500	1,400.00	(2,100)	1,400.00	2,166.56
01-56-55500 PRINTING	116.00	100.00	200.00	100.00	200.00	(16.00)
01-56-56300 TRAINING/SEMINARS	85.00	5,000.00	3,000.00	(2,000.00)	3,000.00	4,915.00
01-56-59500 CLAIMS PAYMENT	714,377.50	1,000,000.00	1,103,835.93	103,835.93	1,103,835.93	285,622.50
01-56-60100 OFFICE SUPPLIES	3,182.06	2,000.00	4,000.00	2,000.00	4,000.00	(1,182.06)
01-56-61700 MISCELLANEOUS	-	-	5,000.00	5,000.00	5,000.00	-
01-56-61500 UNIFORM ALLOWANCE	1,125.00	2,250.00	1,125.00	(1,125.00)	1,125.00	1,125.00
<b>TOTAL HUMAN RESOURCES</b>	<b>841,389.02</b>	<b>1,250,379.34</b>	<b>1,316,090.27</b>	<b>65,710.93</b>	<b>1,316,090.27</b>	<b>408,990.32</b>

TOTAL FUND REVENUES  
TOTAL FUND EXPENSES  
FUND SURPLUS (DEFICIT)

**742,318.00**  
**742,318.00**  
-



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY/VILLAGE/TOWN OF MAYWOOD  
IN SUPPORT OF TAX INCREMENT FINANCING**

WHEREAS, the **City/Village/Town** of Maywood (**City/Village/Town**) has the responsibility to promote economic development and revitalization of underperforming areas within the **City/Village/Town**; and

WHEREAS, the **City/Village/Town** recognizes that Tax Increment Financing (TIF) is a means to address areas of blight, support development and promote local job creation and retention; and

WHEREAS, TIF incentives directly contribute to the expansion of the local tax base and attracts private development and new businesses to the **City/Village/Town**; and

WHEREAS, the availability of TIF is a critical mechanism to spur economic development for the **City/Village/Town**;

WHEREAS, the **City Council/President and Board of Trustees of the Village/President and Board of Trustees of the Town** of Maywood find that the availability of TIF as an economic development tool is essential for the continuing economic vitality of the **City/Village/Town**.

NOW, THEREFORE, be it resolved by the **City Council/President and Board of Trustees of the Village/President and Board of Trustees of the Town** of Maywood as follows:

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. The **City/Village/Town** urges the Illinois General Assembly and Governor to protect TIF in its current form as a valuable economic development tool without additional restrictions on municipal governments and the communities they serve.

Section 3. The **City/Village/Town** clerk shall forward a copy of this Resolution to the Illinois Municipal League.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

IML Model Resolution: Support of Tax Increment Financing

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Mayor/Village President/Town President**

ATTEST:

\_\_\_\_\_  
Clerk



## ECONOMIC DEVELOPMENT UPDATE

### VILLAGE PRESIDENT

Mayor Nathaniel George Booker

### BOARD OF TRUSTEES

Antonio Sanchez, Miguel Jones,<sup>69</sup>  
Shabaun Reyes-Plummer, Melvin Lightford,  
Aaron Peppers, Isiah Brandon

### VILLAGE CLERK

Gwaine Dianne Williams

### VILLAGE MANER

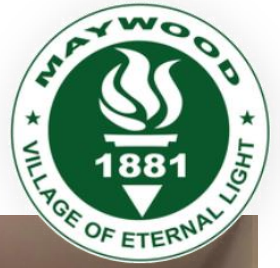
Chasity Wells Armstrong

40 Madison St. Maywood, IL 60153

*MOVING MAYWOOD FORWARD TOGETHER*

# Old Baptist Retirement

316 Randolph Street



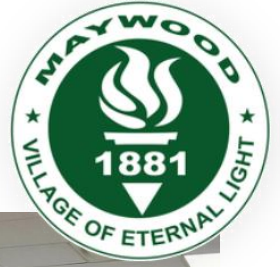
# Kingston Market Caribbean & African Groceries

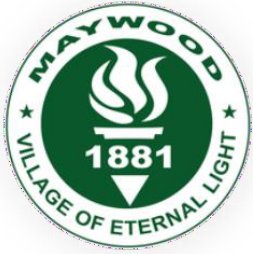
1305 S 5th Ave



# Allure Hair Studios

914 S 5<sup>th</sup> Ave





# VILLAGE OF MAYWOOD

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40 MADISON STREET, MAYWOOD, IL 60153 - [www.Maywood-IL.org](http://www.Maywood-IL.org)

## PROCLAMATION

### Recognition on the Celebration of Women's History Month

Each year, Women's History Month offers an important opportunity for us to shine a light on the extraordinary legacy of trailblazing American women and girls who have built, shaped, and improved upon our Nation.

Throughout American history, women and girls have made vital contributions, often in the face of discrimination and undue hardship. Courageous women marched for and won the right to vote, campaigned against injustice, shattered countless barriers, and expanded the possibilities of American life. Our history is also replete with examples of the unfailing bravery and grit of women in America, particularly in times of crisis and emergency. Women served our Nation during World War II, led organizing and litigation efforts during the Civil Rights movement, and represented the United States on the global stage in the fight for human rights, peace, and security. Far too often, their heroic efforts and their stories have gone untold — especially the millions of Black women, immigrant women, and others from diverse communities who have strengthened America across every generation.

In our current moment of crisis, women continue to lead. From vaccine researchers to public health officials to the countless heroines on the frontlines, women are working around the clock to defeat COVID-19. Women, and particularly women of color, also make up the majority of America's essential workers, including educators and childcare providers, grocery store workers, farmworkers, and others who are keeping our families, our communities, and our country afloat. 2021 marked an historic milestone of women's leadership 233 years in the making, with the inauguration of America's first woman Vice President.

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**VILLAGE PRESIDENT**, Mayor Nathaniel George Booker

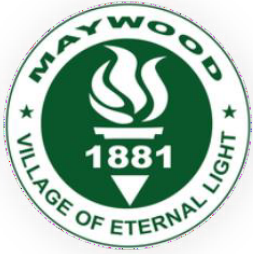
#### BOARD OF TRUSTEES

Antonio Sanchez, Shabaun Reyes-Plummer, Miguel Jones, Melvin Lightford, Aaron Peppers, Isiah Brandon

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**VILLAGE CLERK**, Gwaine Dianne Williams

**VILLAGE MANAGER**, Chasity Wells Armstrong



# VILLAGE OF MAYWOOD

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40 MADISON STREET, MAYWOOD, IL 60153 - [www.Maywood-IL.org](http://www.Maywood-IL.org)

As we celebrate the contributions and progress of women and girls, we must also reflect on the extraordinary and unequal burdens they continue to bear today. The COVID-19 pandemic has exacerbated barriers that have held back women — particularly women of color — for generations. Gender and racial disparities in pay continue to fester. A disproportionate share of caregiving continues to fall on the shoulders of women and girls. And now, job losses due to COVID-19 have set women’s labor force participation back to its lowest point in more than 30 years — threatening the security and well-being of women and their families and imperiling the economic progress of our entire Nation. The share of mothers who have left the labor force is three times that of fathers; in September 2020 alone, an astonishing 865,000 women dropped out of the American workforce. These trends are even more dire among women of color, with Black and Hispanic women facing disproportionately high rates of unemployment. At the same time, food insecurity has risen dramatically since the pandemic began, particularly in female-headed households with children, as have reports of intimate partner violence.

Sixty years ago, when former First Lady Eleanor Roosevelt confronted President John F. Kennedy about the lack of women in Government, he appointed her as head of a new commission to address the status of women in America and take on discrimination in all of its forms. We have made significant progress in the United States, thanks to the persistence and tireless work of countless women. I am proud that we have our First Puerto Rican Woman to serve as Village Trustee. Proud that we have our First Black Woman as Village Manager, along with our Village Clerk, Director of Finance, Director of Community Development, and Leader for Community Relations. Our Administration is also committed to ensuring that women are well-represented at all levels in the Village of Maywood: already, we have selected several women who represent the diversity of Maywood to serve in Commissions.

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**VILLAGE PRESIDENT**, Mayor Nathaniel George Booker

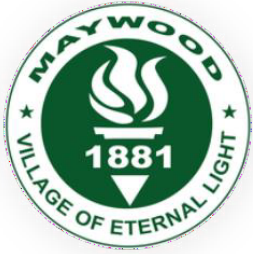
**BOARD OF TRUSTEES**

Antonio Sanchez, Shabaun Reyes-Plummer, Miguel Jones, Melvin Lightford, Aaron Peppers, Isiah Brandon

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**VILLAGE CLERK**, Gwaine Dianne Williams

**VILLAGE MANAGER**, Chasity Wells Armstrong



# VILLAGE OF MAYWOOD

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40 MADISON STREET, MAYWOOD, IL 60153 - [www.Maywood-IL.org](http://www.Maywood-IL.org)

During Women’s History Month, let us honor the accomplished and visionary women who have helped build our country, including those whose contributions have not been adequately recognized and celebrated. And let us pay tribute to the trailblazers from the recent and distant past for daring to envision a future for which no past precedent existed, and for building a Nation of endless possibilities for all of its women and girls.

NOW, THEREFORE, I, MAYOR NATHANIEL GEORGE BOOKER., President for the Village of Maywood, by virtue of the authority vested in me by the Constitution and the laws of the Village of Maywood, do hereby proclaim March 2022 as Women’s History Month. I call upon all Maywoodians to observe this month and to celebrate International Women’s Day on March 8, 2021, with appropriate programs, ceremonies, and activities. I also invite all Maywoodians to visit [www.WomensHistoryMonth.gov](http://www.WomensHistoryMonth.gov) to learn more about the vital contribution of women to our Nation’s history.

IN WITNESS WHEREOF, I have hereunto set my hand this first day of March, in the year of our Lord two thousand twenty-two, and of the Independence of the United States of America the two hundred and forty-fifth.

*Nathaniel George Booker*

Mayor Nathaniel George Booker  
Village President, Village of Maywood

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**VILLAGE PRESIDENT**, Mayor Nathaniel George Booker

**BOARD OF TRUSTEES**

Antonio Sanchez, Shabaun Reyes-Plummer, Miguel Jones, Melvin Lightford, Aaron Peppers, Isiah Brandon

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**VILLAGE CLERK**, Gwaine Dianne Williams

**VILLAGE MANAGER**, Chasity Wells Armstrong



**Wednesday, May 8, 2019 || By Community Editor || [@maywoodnews](#)**

Featured image: Civil War re-enactors fire muskets during last year's annual Civil War Living History event in Maywood. | Submitted photo

Residents of Proviso Township and beyond will once more have an opportunity to witness history up close this year.

On Saturday, May 11, 10 a.m. to 4 p.m., the Civil War Living History event will take place on the grounds of the historic Home for Soldiers' Widows, 224 N. 1<sup>st</sup> Ave. (on the corner of 1st Ave. and Lake St.), in Maywood.

The free event is sponsored each year by the Maywood Historic Preservation Commission and the Friends of the Maywood Home for Soldiers' Widows.

Vicki Haas, a historic preservation commissioner, said that visitors will be able to "see up close what tools were used [during that time] and how," adding that guests will also be able to interact with period re-enactors.

The re-enactors dress in Civil War uniforms and portray black and white soldiers who fought with the 10th Illinois Volunteer Infantry and the 26th United States Colored Infantry Regiment.

Historical interpreters and living historians will take audiences on a time travel journey, with interpreters setting up camp, marching, performing a firing demonstration and conducting drills, among other things, Haas said. She welcomed the public to dress in period clothing, as well.

"Bring your friends, your neighbors and your family," she said. "You'll have a great time."

## Civil War Living History To Play Out In Maywood Again On May 12

Sunday, May 6, 2018 || By Community Editor || [@maywoodnews](#)

Featured image: Re-enactors during last year's Civil War Living History event in Maywood. | File

Historians and actors will converge on Maywood next weekend for the fourth annual Civil War Living History.

The free event, which is sponsored by the village of Maywood Historic Preservation Commission and the Friends of the Maywood Home for Soldiers' Widows, will take place on Saturday, May 12, 10 a.m. to 4 p.m., in front of the Maywood Home for Soldiers' Widows, at the northwest corner of 1st Ave. and Lake St. in Maywood.

"Those who attend will be able to see up close what tools were used back then and how they were used," said Vicki Haas, one of the event organizers and a commission member.

"Guests will be able to speak and interact with the actors," Haas said. "People should bring their friends and family members. They'll have a great time!"

Haas said that actors will be dressed in Civil War-era uniforms while portraying the 10th Illinois Volunteer Infantry and 26th Regiment United States Colored Troops.

"Historical interpreters and living historians will take the audience on a spectacular time travel journey, with both black and white troops represented," she said.

"This living history event will include men and women who will set up camp, march, perform a firing demonstration, hold a presentation of arms and conduct other drills," Haas added. "The re-enactors will be wearing and using authentic items from the Civil War. The public is welcome to dress in period clothing."





Dear Friend,

The Answer Inc. is a 501c3 not-for-profit organization, dedicated to empowering families impacted by Autism & Developmental Disabilities. We accomplish this through support, resources, education, recreation, workforce development & advocacy. The Answer's purpose is de-stigmatize society's opinion of the disabled community and to provide awareness and education. The Answer Inc. also offers and encourages mentoring opportunities. Through your generous contributions we provide effective, successfully tested techniques that build and nourish vital health, life, and cohabitation skills for those impacted by Autism and Developmental Disabilities.

Our vision is to build cohesive families and influence awareness by providing the following programs:

- **Spectrum University Tutoring Program**
- **Music N Me Exercise, Nutrition & Dance Program**
- **Spectrum Social (Social Skills Program)**
- **Spectrum Socialite (Etiquette Program)**
- **Counseling Services**
- **Family outings and Peer Dances that provide educational opportunities, teach/practice acceptable public behaviors and socialization skills.**
- **First Responder Trainings teaching the signs and symptoms of Autism**
- **Trainings for Staff at the local Park Districts and Businesses.**
- **Monthly support groups that host guest facilitators, provide information on resources and create dialogue for discussion and support.**
- **Bullying Prevention Program "BULLYING is not THE ANSWER"**
- **Sponsor children and young adults, to Special Camps Horseback riding camp in Winfield, IL. Or a choice of Summer Camps**

"Walking' for...The ANSWERS" Autism and Special Needs Walk-a-Thon  
Saturday, May 7, 2022, from **12:00pm to 3:00pm**

**Registration: 11:00am - 11:25**  
**Opening Ceremonies 11:30 pm**  
**Let's Walk 12:00pm**

Proceeds raised will be used to support horseback riding camp, summer camps and College Scholars. We are requesting your participation as a **Sponsor, Vendor, Donor, or Walker**.

We are so grateful that last year we raised **\$33,000**.

Please consider becoming a partner keeping in mind that a contribution of **ANY** kind is greatly appreciated, and a portion of all donations are tax deductible.

We rely on the goodness of people like you to support our efforts in enhancing the lives of those impacted by Autism and Developmental Disorders.

Kind Regards,

**Nathaniel Booker**  
**Mayor of Maywood**  
**Co-Chair**

**Tonita LeShore**  
**Village of Bellwood**  
**Co-Chair**

**Judge Gay Chase**  
**Administrative Judge**  
**Co-Chair**



**“Walkin’ for...The ANSWERS”**  
**Autism and Special Needs Walk-a-Thon**  
*Saturday, May 15, 2021*

**Sponsorship Form**

**Platinum: \$2,000.00**

- Sponsor 3 families for Horseback Riding Camp & Therapy Sessions
- Acknowledgement at our Annual Gala
- Your business advertised at all our events.
- Your logo posted on our website & newsletter for the remainder of the year.
- Acknowledgement at our Annual Gala as a sponsor
- An Answer Inc gift
- Guest on #AutismAdvocateOnTheMove Show

**Gold: \$1,000.00**

- Sponsor 2 families for Horseback Riding Camp & Therapy Sessions
- Acknowledgement at our Annual Gala
- Your business advertised at all our events.
- Your logo posted on our website & newsletter for the remainder of the year.
- Acknowledgement at our Annual Gala as a sponsor

**Silver: \$500.00**

- Sponsor 1 child to Spectrum University & Music N Me
- Your logo posted on our website for the remainder of the year.
- Acknowledgement at Walkathon as Sponsor
- An Answer Inc gift

**Friend of The Answer: \$100**

- Answer Inc Gift
- Recognition of our weekly newsletter

Organization/Business Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ Alternative Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City / State / Zip \_\_\_\_\_

Make all checks payable to  
**The Answer Inc.**  
7600 W. Roosevelt Road Suite 12 Forest  
Park, Illinois 60130

\* Portions of contribution are tax deductible  
Please return this completed Sponsorship before May 1, 2022



**Walkin for...” The ANSWERS”**  
**Autism and Special Needs Walk-a-Thon**  
 Saturday, May 7, 2022

**First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_

I am participating in **THE ANSWER, Inc. Autism Awareness & Support Agency Walk-A-Thon.**

Proceeds will help fund Horseback Riding Camp for individuals with Autism and Special Need and to the Education & Recreational Programs

Please make checks to The Answer Inc.  
 A portion of your contribution is tax-deductible.

Thank you!

	Name of Sponsor	Amount Collected from Sponsor
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		



**15<sup>th</sup> Annual**  
**“Open Your Heart To Autism”**  
**Autism and Special Needs Walk-a-Thon**  
*Saturday, May 7, 2022*  
*Proviso West High School*

**Vendor Application Fee**  
**Businesses \$50.00**  
**(Non for Profit) \$30.00**  
**State Agencies (FREE)**

Organization/Business Name \_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Alternative Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City / State / Zip \_\_\_\_\_

*\*Please Note: Make all checks payable to The Answer Inc.*  
**Portions of contribution are tax deductible**  
**Please return this completed Vendor Form along with your payment by April 15, 2022**

**The Answer Inc.**  
**7600 W. Roosevelt Road Suite 12 Forest**  
**Park, Illinois 60130**

**You must send in this form or call to secure your booth!!**



## Village Pride, Village Wide, April 30, 2022

Join us for an organized **BEAUTIFICATION AND CLEAN UP EVENT** that involves the **ENTIRE** Maywood community. Volunteers' pickup litter, debris, and other unsightly clutter around yards, streets, alleys, businesses, places of worship, vacant lots and abandon buildings. Participate in beautification projects to plant, paint, or create focal points of beauty. Last year volunteers cleaned our village, planted flowers, removed graffiti painted, and mulched our playgrounds.



**It Takes An Entire Village to Make a Difference**



**Saturday, April 30, 2022**  
**9am – 12pm**

Start and finish location: Maywood Park Gazebo (5<sup>th</sup> Ave & Oak St.)

Locations in need of special attention or specific beautification will be pre-identified. Rakes and brooms are welcome. Gloves and bags will be provided, Village Pride T-Shirts, prizes, and refreshments will also be available.

We need YOU! We need each village employee and official, homeowner, church member, teacher, student, parent, park district employee, business, organization, individual and family. Participate as an individual, join a team, or start a team. WE ALSO NEED SPONSORS. It takes an entire village to make a difference.

**REGISTER TODAY**

**[Bit.ly/vpvw2022](https://bit.ly/vpvw2022)**

**For more information contact**

Community Relations

LaShondra Banks

[lbanks@maywood-il.org](mailto:lbanks@maywood-il.org)

708.450.6302



## Sponsors and Partners Needed

To ensure the success of this very important event, we are seeking contributions including monetary and in-kind donations to help defray the costs associated with the event.

## Monetary Contributions

Checks may be written to the **Maywood Park District**. You can mail your donation to 921 9<sup>th</sup> Ave, Maywood, IL 60153.

Silver Sponsor \$250 | Gold Sponsor is \$500 | Diamond Sponsor \$1,000

## Contributions Go Toward:

- ✓ Marketing (Banners, Signs, Yard Signs, Flyers, and Printing)
- ✓ Bags, Flower Seeds, Plants, Soil, Compose and Mulch
- ✓ T-Shirts
- ✓ Water and Refreshment
- ✓ Paint
- ✓ Tent, Tables, Chairs
- ✓ Tools and Gloves
- ✓ Event Day Entertainment





## Village Pride, Village Wide, April 30, 2022

**REGISTER TODAY**  
**Bit.ly/vpvw2022**



For more information contact  
Community Relations  
LaShondra Banks  
[lbanks@maywood-il.org](mailto:lbanks@maywood-il.org)  
708.450.6302



Moving Maywood Forward Together | Mayor Nathaniel George Booker

# JANUARY 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31					1
2	3	4 COW	5	6	7	8
9	10	11	12	13	14	15 86
16	17	18 Board	19	20	21	22
23	24 Public Safety	25	26	27	28	29

**NOTES:**

JAN 01: New Year's Day

JAN 17: ML King Day

# FEBRUARY 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 COW	2	3	4	5
6	7	8	9	10 Daddy Daughter Dance	11	12
13	14	15 Board	16	17 Mayor Talks Lunch & Learn	18	19 87
20	21	22	23	24	25	26
27	28 Public Safety					

**NOTES:**

FEB 14: Valentine's Day

FEB 21: Presidents' Day

# MARCH 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 COW	2	3	4	5
6	7	8	9	10	11	12
13	14	15 Board	16	17 Mayor Talks Lunch & Learn	18	19 Women's <sup>88</sup> Empowerment Conference
20 Trades & Job Fair	21	22	23	24	25	26
27	28 Public Safety	29	30	31		

NOTES:

# APRIL 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 COW	6	7	8	9 Easter Egg Hunt
10	11	12	13	14	15	16 Exploring 89 Programming Interest Event
17	18	19 Board	20	21 Mayor Talks Lunch & Learn	22 Earth Day	23
24	25 Public Safety	26	27	28	29	30 VPVW

**NOTES:**

APR 15: Good Friday

APR 17: Easter Sunday

# MAY 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 COW	4	5	6	7
8	9	10	11	12	13	14 Mad Haters Tea & Fashion Show
15	16	17 Board	18	19 Mayor Talks Lunch & Learn	20	21 90
22	23 Public Safety	24	25	26	27	28
29	30	31				

**NOTES:**

MAY 08: Mother's Day  
MAY 30: Memorial Day

# JUNE 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 - Senior Summer Kick Off	2	3	4 Gospel Concert
5	6	7 COW	8 Music & Wine	9	10	11
12 African American Heritage Maywood Tour	13 1 <sup>st</sup> Day of Summer Camp	14	15	16 Mayor Talks Lunch & Learn Movie Night - Burton	17	18 Fishing Trip
19 Juneteenth	20	21 Board	22 Music & Wine	23	24	25 InflataFest
26	27 Public Safety	28	29	30 Movie Night - Bataan		

**NOTES:**

JUN 19: Father's Day

JUN 19: Juneteenth



# AUGUST 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 COW	3	4 Movie Night – Miller Meadow	5 Last Day of Summer Camp	6 VPVW Community Project
7	8	9	10 Music & Wine	11	12	13 Maywood Back to School Bash
14	15	16 Board	17	18 Mayor Talks Lunch & Learn Movie Night – 1st – 4 <sup>th</sup>	19 – 20 Back to School	20 – 89 <sup>93</sup> Back to School
21	22 Public Safety	23	24 Music & Wine	25	26	27
28	29	30 Fred Hampton Sr. Birthday	31			

NOTES:

# SEPTEMBER 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Movie Night - Central	2	3
4	5	6 COW	7	8	9 M-Fest	10 M-Fest
11 M-Fest	12	13	14	15 Mayor Talks Lunch & Learn	16 – Mexican Independence Day	17 <sup>94</sup> Aztec Fest Wine Fest
18 Aztec Fest	19	20 Board	21	22	23	24
25	26	27	28	29	30	

**NOTES:**

SEP 05: Labor Day

SEP 15 – OCT 15 – Hispanic Heritage Month

# OCTOBER 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 COW	5	6	7	8 Maywood Fine Arts
9	10	11	12	13	14	15
16	17	18 Board	19	20 Mayor Talks Lunch & Learn	21	22 <sup>95</sup> Haunted Trail
23	24	25	26	27	28	29 Haunted House
30 Haunted House	31 Haunted House					

## NOTES:

OCT 10: Columbus Day

OCT 31: Halloween

# NOVEMBER 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 COW	2	3	4	5
6	7	8	9	10	11	12
13	14	15 Board	16 Senior Friendsgiving	17 Mayor Talks Lunch & Learn	18	19  96
20	21 Quinn Center Thanksgiving Drive	22 Quinn Center Thanksgiving Drive	23	24	25	26
27	28	29	30			

**NOTES:**

NOV 11: Veterans Day

NOV 24: Thanksgiving Day

# DECEMBER 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3 Tree Lighting
4	5	6 COW	7	8	9	10 Lunch with Grinch
11	12	13	14 Senior Christmas Dinner	15	16	17 United Toy <sup>97</sup> Drive
18	19	20 Board	21	22	23	24
25	26	27	28	29	30	31

NOTES:

DEC 25: Christmas

**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><b>To the Village:</b>                  Village Manager                  Village of Maywood                  40 Madison Street                  Maywood, Illinois 60153                  Telephone: (708) 450-6301</p>	<p><b>To the YMCA:</b>                  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.**

	<b>Maywood Resident</b>	<b>Non-Resident</b>
<b>Daily Fees</b>		
Youth (Ages 3-17)	\$5	\$7
Adult (Ages 18-54)	\$8	\$10
Senior (Ages 55+)	\$6	\$8
Family (Limit 6)	\$15	\$17
<b>Annual Passes</b>		
Youth (Ages 3-17)	\$40	\$60
Adult (Ages 18+)	\$50	\$70
Family (Limit 6)	\$90	\$110



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

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

DD 312 984 6432  
mtjurusik@ktjlaw.com

www.ktjlaw.com

**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**

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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.)

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. 9<sup>th</sup> 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



Village of  
**Maywood**  
Illinois

# Validation

From the Impact Business Assessment



# ACCOUNT MANAGEMENT



**CODY KNUDSEN**

Account Manager



**JACOB FURGASON**

Sales Manager



**MICHAEL LEPPER**

VP Sales, Southern Illinois / Partner

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# MIT SUPPORT TEAM



**BRIAN WEBER**

Field Network Engineer



**JOEL SUMMERS**

Lead Field Network Engineer



**JEREMY GERSTENBERG**

MIT District Manager

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# BUSINESS DEVELOPMENT



**RYAN MESSNER**

Business Development Specialist



**RAY SANTORO**

Director of MIT Business Development



**PATRICK LAYTON**

VP of Managed IT Services

125



A row of pencils with one red pencil standing out. The pencils are arranged in a line, with the red pencil in the center, slightly taller than the others. The background is a dark, textured surface.

# AGENDA

## REVIEW

STRATEGIC GOALS & OBJECTIVES

RECAP FINDINGS & INSIGHTS

## DISCUSS

IT RECOMMENDATIONS

STRATEGIC DIRECTION

PROJECT PLAN & RESOURCE PLANNING

# STRATEGIC GOALS & OBJECTIVES

**Building a compelling case for disrupting the status quo**

- Employing IT Best Practices
- Provide Strategy and Execution within IT
- Promoting Risk Aversion / Change Management
- Increasing Productivity and Reliability of Tools and Systems
- Strengthening Operational Security



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# METHODOLOGY

## The Impact Business Assessment:

- Provides in-depth analysis of current systems, operations, technology, and business processes
- Benchmarks productivity, efficiency, security, and ROI as key metrics
- Interviews end users, provides spatial mapping, and gathers workflow information.



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# METHODOLOGY

## The Impact Business Validation:

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- Presents findings from the Impact Business Assessment with leadership and organizational stakeholders
- Discusses key metrics, benchmarks, and desired outcomes to collaborate on the go-forward direction
- Makes informed, long-term, and strategic recommendations



# VALIDATION OF FINDINGS MANAGED IT





# Executive Summary

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- Significant technical debt has been accumulated over time through underinvestment, absence of effective strategy and lack of resources to execute
- Network and Server infrastructure are extremely outdated, with nearly all devices end of life and end of support, laden with vulnerabilities and configuration issues
- The underlying building infrastructure is equally outdated and has compounded problems by creating a need for workarounds and band-aid type resolutions
- Support, strategy and guidance around technology are not and have not been effective over time and the effects are felt throughout the organization
- Broadly, best practices have not been followed throughout major infrastructure areas relative to prominent frameworks and vendor recommendations
- Many projects have been started and remain unfinished
- IT Security policies, procedures and most importantly, effective tools & controls do not exist within the organization
- The entirety of the village is in need of drastic overhaul and consolidation



# Building Infrastructure

## *Power, Cabling & Equipment Rooms*

- The basement level of the Police Department is prone to flooding and signs of water damage are very apparent in areas nearest to the source. To compensate many devices have been placed on top of overturned buckets, inside bins and otherwise suspended to avoid potential contact with flood water.
- The cabling being run through the building at PD is inadequate in a multitude of ways: outdated standards of Category 5 cabling are an artificial bottleneck, there are not enough cable runs to support the needs of the office space and its devices, and lastly, there are poor terminations and labeling for the cables and jacks themselves.
- As a result of these cabling deficiencies, many unmanaged 5 and 8-port switches have been utilized to provide connectivity by daisy chaining connections. Occasionally switches will get unplugged by accidental kicking or through janitorial duties; to combat this cleaning procedures are modified to exclude potential problem areas.
- Battery backups or Uninterruptable Power Systems (UPS) are essential to first responder systems and throughout our discovery, we identified several UPS in the environment in an audible alarm state as well as many simply unplugged despite appearing to be in operable condition.
- Village Hall has reports of connectivity issues surrounding power loss events as well as in general. Many wall plates are hanging out of their junction boxes with exposed wires and there is no shortage of unmanaged switches as found in the PD.
- Village Hall's network closet has a water-based fire suppression system.
- The Fire Department locations, although smaller, have similar cabling woes and inadequate runs, termination points and labeling.

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# Building Infrastructure

## *Power, Cabling & Equipment Rooms*

- As part of the overall strategy moving forward, an entire re-cabling of the Police Department building is an absolute must. Impact will provide recommended vendors to facilitate the needs identified throughout the assessment. As part of that recommendation, there should be at least two drops per desk of Category 6 or higher rated cabling with proper mounting and certified terminations.
- Based on the findings at Village Hall alongside reported connectivity issues, we strongly recommend a re-cabling there as well, though with slightly less urgency than the Police Department. Additionally, during inspections of the Fire Departments, there is a clear benefit to undertaking the cabling project there as well to provide proper wireless access throughout. 133
- Work with third parties for evaluation of electronic friendly fire suppression systems such as Halon.
- Accompanying the re-cabling at the Police Department is a need to relocate the primary systems and associated cable runs into the upstairs dispatch area to avoid potential catastrophe in the basement.
  - This move may require additional contractors and spend for low voltage, electrical and other code-based requirements.
- Once final consolidation planning has been completed, we will need to further analyze the power budget at that time and assess viability of many of the currently unused UPS devices to determine proper fitness.
- Impact can assist through recycling partners in the responsible removal of decommissioned equipment. Bear in mind depending on the age/condition of the refuse, our vendors may have charges associated with some of these services.



# Network Infrastructure

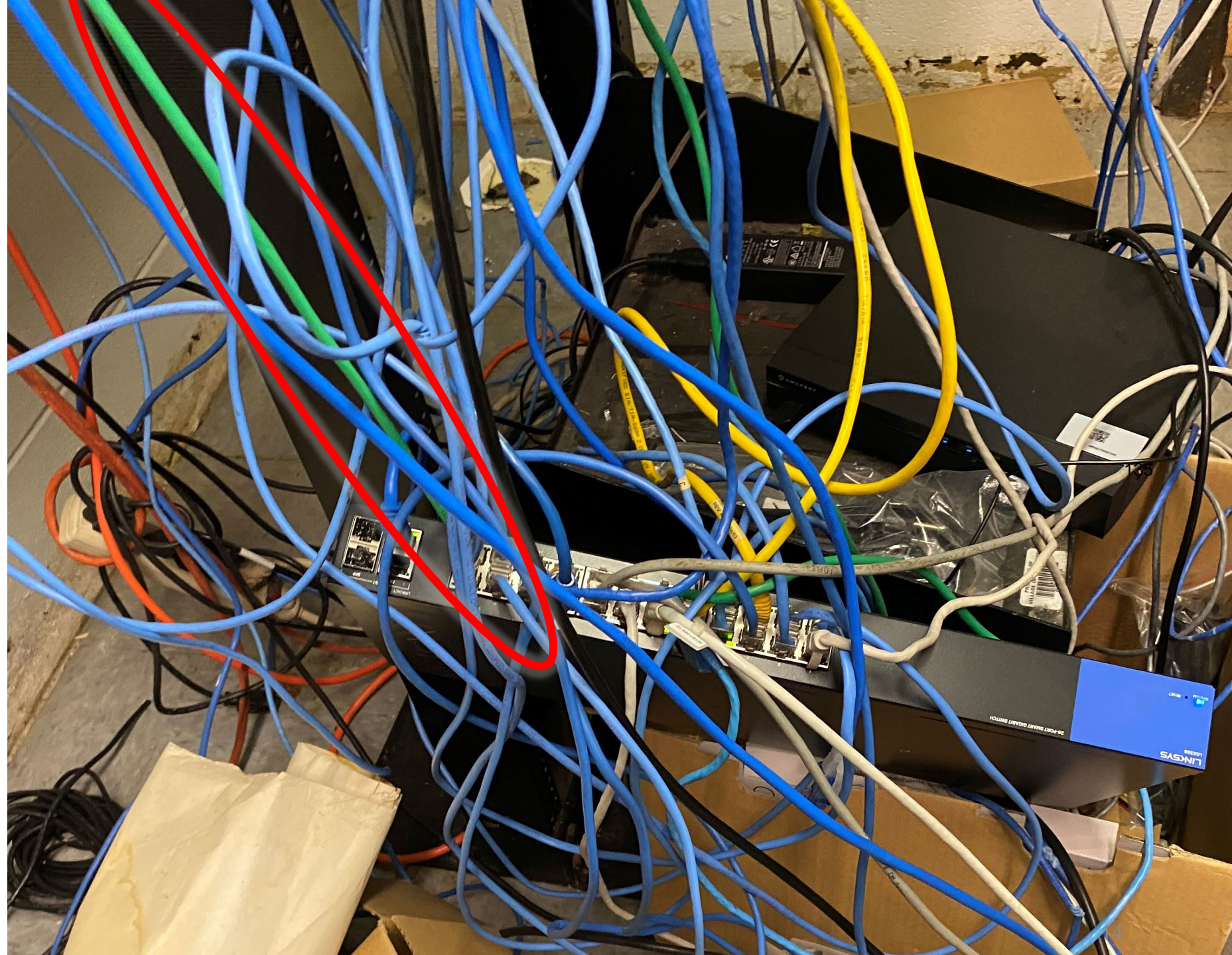
## Findings

- All Village sites are connected through a Comcast ENS circuit which provides primary internet access and interconnectivity across sites.
- There are additional coaxial cable-based circuits present in Village Hall, Police Department and both Firehouses that are unmanaged.
  - The additional connectivity at the PD is unclear in purpose.
  - Village Hall's additional circuit is strictly for guest wireless access.
- There are several Cisco routers and firewalls configured across many of the sites with many being out of service, yet still connected. Additionally, a handful of edge devices are managed externally by State/County.
- All of the firewalls and routers under management by Village of Maywood are out of warranty support, end of life and end of support meaning they are no longer being acknowledged by vendors as viable. As a result of these designations, there are no new updates and/or firmware updates to patch vulnerabilities and exploits long since discovered. As part of lifecycle management, these devices should have been replaced years ago.



## ***Findings***

- At the Police Department the main switch is a Linksys LGS326 26-Port Smart Gigabit Switch that is not in the rack. Instead, it is currently balanced on a cardboard box and is being held up by the green cable plugged into port 24. This cable is the only connection between the phone system and the rest of the network.



# Network Infrastructure

## Findings

- The current switching environment is using a variety of manufacturers and generations of switching technology to provide the backbone of connectivity, all of which are end of life/support.
- The varied vendor, functionality and management capabilities make proper maintenance and oversight, let alone troubleshooting cumbersome and in some cases impossible.
- Many unmanaged switches are relied on throughout the network in the back of house as well. There are a number of these switches serving to connect areas within server racks and primary switches.
  - Unmanaged/dumb switches provide no traffic insights for troubleshooting.
  - They represent network blind spots and potential for widespread issues or outages if/when daisy chained.
  - They have been deployed in lieu of additional network drops/cable runs.
- Wireless coverage is spotty and inconsistent across locations and does not rely on a single vendor or model to provide coverage. By utilizing multiple devices there is no seamless connectivity as users move throughout a location, nor is there a way for those disparate systems to work in tandem through configuration.



# Network Infrastructure

## *Recommendations*

- Install and configure a pair of new Meraki MX95 Firewalls in High Availability with Advanced Security Licensing at Village Hall to replace the defunct ASA 5508-X.
- Consolidate existing switching at Village Hall and Police Department to utilize Meraki MS Series switches with the appropriate features and management capabilities through Impact.
- Echoing the recommendation regarding re-cabling the environment, eliminate the use of the 'dumb' switches that are scattered throughout the environment to simplify and stabilize network connectivity overall.
- Replace the existing disparate wireless access systems with a single Meraki MR Series deployment of multiple access points across all sites. Work to standardize and secure the available wireless networks down to 'Village of Maywood' and 'Village of Maywood Guest'.
- Establish a functional and secure VPN for remote access (capable of being restricted to specific users.)
- Work with internet vendors to eliminate unused or unneeded service lines and evaluate the potential need for redundant service.





# Server Infrastructure

## *Findings – Physical Servers*

- There are a multitude of servers strewn across the environment in both Village Hall and the Police Department ranging in make/model from Dell to HP and SuperMicro in tower, rackmount and blade form factors.
- There are no server racks in use at Village Hall while there are seven main racks at PD littered with dead computers as shelves, and a slew of unmanaged switches, cables and other unused devices.
- Manageability is extremely poor as there is little to no physical <sup>138</sup> access available around the racks. We were unable to examine the rear of most server chassis to identify purpose-built cards and other potential tie-ins to emergency systems/phones, etc.
- The systems in these racks are responsible for nearly all functionality within the Police Department and many devices are upwards of 10 years old with no warranties and some closer to the 20 year old mark.
- None of the server workloads are virtualized, a common practice to eliminate the need for multiple physical servers and effectively manage complex server environments such as Maywood's.
- Server sprawl has created unnecessary hardware, management and maintenance obligations and there are many potential consolidation paths to streamline the footprint.



# Server Infrastructure

## *Recommendations*

- Over the next 3 to 6 months following initial CompleteCare engagement, Impact will work alongside the various Maywood resources and department heads to fully develop consolidation plans. During which time, the solution requirements are likely to change somewhat in terms of overall compute resources, storage footprint.
- The initial plan consists of procuring two new servers to function as virtualization hosts, one at Village Hall and the other in the Dispatch room at the Police Department. Each of the current physical workloads will be virtualized as viability is continually assessed through increased access.
- Prior to migration efforts, we will need to identify and clean up old or unneeded machines from racks to better plan space utilization and allow for physical access to perform the proper discovery, and ultimately migrations.
- Impact will work to upgrade all End-of-Life operating systems to the latest edition through physical to virtual efforts or virtual rebuilds/migrations and provide ongoing maintenance and support for the servers and their applications.

# Workstation Infrastructure

## Findings

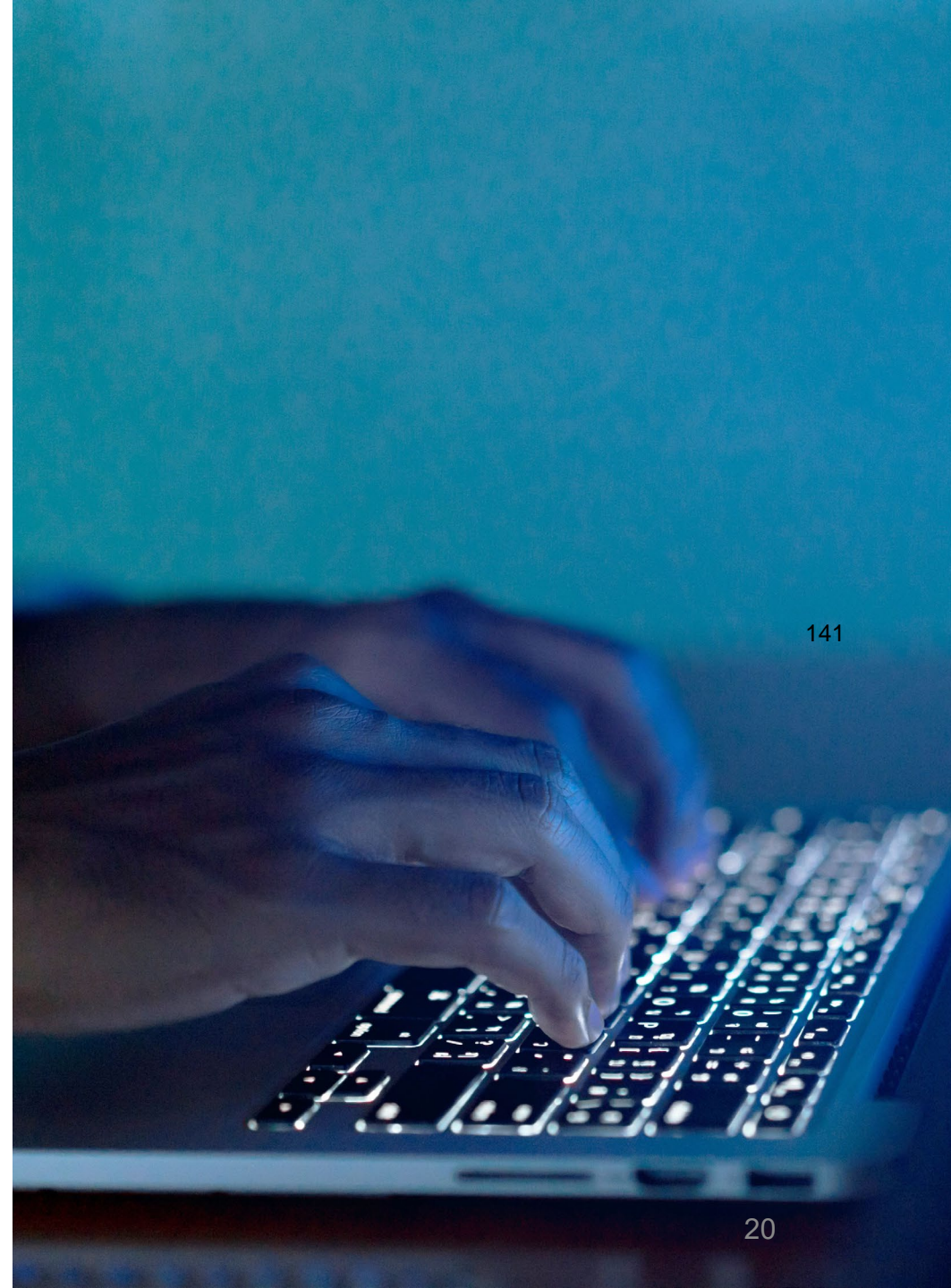
- The disjointed nature of the environment makes workstation management effectively impossible at present. Devices are registered to one of three domains or not joined to any domain and operating on individual workgroups.
- This ultimately inhibits the ability to apply policies and security measures, access restrictions as well as the ability to manage patching, application updates or antivirus tools.
- **It's worth noting here that there is no centralized antivirus management tool in place in the environment which is an enormous concern and security issue.**
- There is no ability to restrict content on devices not physically in a Village building which can be risky if users are not vigilant throughout their use.
- Old devices are commonly repurposed throughout the environment for specific purposes. Some of the most egregious and concerning examples are the time clock setups at PD that rely on Windows XP and Windows 7 based devices.
- The above operating systems have been end of support by Microsoft, meaning no further updates, security vulnerabilities or other improvements have been made since April 8, 2014 and January 14, 2020, respectively. These operating systems are among the most highly targeted by malicious actors.



# Workstation Infrastructure

## *Findings*

- These timeclock setups are fully connected to the internet representing a massive security threat to the Village and its constituents.
- Patching is a fundamental means to protect and secure systems in any environment, however, due to the disjointed nature of the environment, it is not possible to achieve in its current state. Unpatched workstations are extremely useful targets from the standpoint of a malicious actor.
- Many workstations operate on older technologies such as spinning disks, extremely outdated processing capabilities and are stifled by low RAM capacities. The lack of compute power results in poor end-user experience and likely lost productivity.



# Workstation Infrastructure

## *Recommendations*

- Immediately decommission workstations on unsupported operating systems and work to securely isolate any legacy devices that may be required within the organization moving forward.
- Once Active Directory has been consolidated, properly join all workstations to the Maywood domain for future management.
- Implement the INC Toolset for ongoing management of the environment. This tool allows for remote access support, patch management, help rolling out applications to and managing devices regardless of where they are connected.
- Deploy SentinelOne under Impact's management as the endpoint protection solution to protect against traditional as well as next generation threats prevalent today.
- Implement Cisco Umbrella for advanced DNS filtering for users regardless of where they are connecting from.
- To address aging devices over time, work with your vCIO to continually evaluate compute needs/deficits and begin planning on a regular workstation replacement program. Doing so will ensure the age of the workstation fleet stays within an agreed upon window of 3-6 years in active duty.



# Active Directory/Security

## Findings

- We identified three distinct domains in place across PD and Village Hall: maywood.local (Server 2016), maywood-pd.local (Server 2008 R2) and maywoodsbs2011.local (No Server/DC present.)
- As previously mentioned, a number of devices are not associated with any of the above domains, meaning they're unbound by any controls, oversight or security provided by enrollment in Active Directory (AD).
- Concerningly, we were able to identify active workstations associated with the defunct maywoodsbs2011.local domain that lacks a domain controller and thereby any management capabilities.
- In the Maywood.local domain, there are no Group Policy Objects (GPOs) other than the default configurations, effectively meaning that no policies are being applied to associated workstations or servers.
- We would expect to find policies that map drives or printers based on security permissions for specific user accounts or user groups. Instead, access to drives is manually configured and share security is virtually non-existent.



# Active Directory/Security

## Findings

- Through common reuse of passwords and the decentralized nature of device management at Maywood, virtually any share could be accessed by almost any employee. A malicious actor could compromise the entire network and its data/resources with extreme ease and nearly zero likelihood of being detected.
- Typically, an organization will reside on a single domain to simplify management and properly enforce access control. Departmental security and policies are implemented and change management need only occur for one domain.
- With PD being on its own domain, the efforts required to manage and maintain are effectively doubled and the result is a disjointed network with many devices falling through the cracks.
- Echoing the concerns around the Windows 7 and Windows XP devices discussed earlier, the PD domain itself is operating through a Domain Controller running end of support Windows Server 2008 R2, susceptible to the same vulnerabilities.



# Active Directory/Security

## Recommendations

- Consolidate all domains and workgroups active in the environment into the maywood.local domain to create a means to manage the devices throughout.
- Decommission any relics of prior domain configurations and then work to properly dispose of retired equipment
- Organize users and department units for proper permissions to effectively map drives, secure permissions and deploy printers through new Group Policy Objects and Security Groups.
- Work with department heads and Village Manager to properly secure files and access in accordance with policies.
- Create onboarding/offboarding policies to adhere to for credential security and ensure only active employees or contractors of the Village of Maywood have access.
- **Require all users to change passwords immediately.**





# Productivity & Communication

## *Findings*

- Email is provided by GoDaddy's Office 365 partnership, a pared back version of O365, and broken out into three domains: maywood-il.org, maywoodpolice-il.org and maywoodfire-il.org
- We were able to access the GoDaddy tenancy these were contained in, however, each organization requires administrative access credentials that were repeatedly asked for and never provided. **We were however, able to guess the password for<sup>146</sup> maywoodpolice-il.org's tenancy.**
- There is no third-party spam prevention tool in place, solely relying on Microsoft's Exchange Online Protection platform for spam defense.
- Emails, contacts, calendars and other Office 365 tenancy elements are not being backed up. This is important as the solution is highly available, however, it does not provide protection against accidental or intentional deletion beyond 14 days.
- Appropriate DNS records to prevent spam, provide authenticity and deter many spoofing type attacks are not in place with the absence of DKIM & DMARC configurations.

# Productivity & Communication

## Recommendations

- Move management and partner of record of the Office 365 tenancies over to Impact and plan to migrate off GoDaddy's pared down version of Office 365 into a traditional tenancy.
- Install, configure and familiarize staff with the Office 365 versions of applications and collaboration tools such as Microsoft Teams, SharePoint, OneDrive for Business and more.
- Implement Proofpoint Essentials Advanced Spam Filtering to further layer security tools capable of minimizing threats to end users.
- Work to Implement appropriately updated DNS records to combat spoofing/phishing and maintain authenticity via DKIM and DMARC records.



# Storage & Backup

## *Findings*

- As has been mentioned in previous sections, file shares and their security is extremely insecure. This leads to an increased likelihood of dependence on backup at some point on account of malware, accidental deletion or otherwise.
- The backup process in place at Maywood is painstakingly manual and does not account for a recovery time objective in line with the criticality of services provided by the Village and Emergency Dispatch.
- There are several select file shares that are copied so that the data can be retained in the event of a loss. What this doesn't allow for is the timely restoration of the servers themselves in the event one of the 10-15+ year old servers dies, or experiences extended outage.
- In those events, the servers will need to be rebuilt after replacement parts are procured and the base operating system reinstalled and configured. Depending on the server casualty at hand, the individual applications and their configurations will need to be reinstalled, potentially requiring vendor involvement. End user devices will need to be reconfigured to access the new server and then the backup data can be restored and accessed.
- The alternative to this approach is to utilize a solution capable of performing image-based backups. With this approach, the entirety of the server including operating system, applications and data are all backed up together. Because of this, devices can be quickly and effectively restored to a backup piece of hardware or in the ideal case as a virtual machine to drastically improve recovery times.
- There is no backup solution in place to protect against accidental or intentional deletion/removal within the Office 365 tenancy. Office 365 is highly available, not backed up beyond a 14 or 30 day retention window.

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# Storage & Backup

## Recommendations

- Consolidate storage footprint through collaboratively vetting out and eliminating unused data and centralize the storage locations to minimize administrative and security overhead associated with file access and storage.
- Implement Impact's fully managed SecureImage backup system powered by Datto.
  - Ensures backup data integrity via ongoing monitoring from dedicated BDR Engineers.
  - Robust image level backups at greatly improved RPO intervals minimize gaps in restoration vs actual.
  - Nightly cloud synchronization of backup images allows for worst-case restoration within the Datto cloud.
  - Provides for a true Business Continuity plan for critical data.
- Implement Backupify for all Office 365 users to provide tenancy backups 3x a day with long-term retention.

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# Awareness

## Findings

- Through discovery, we identified that there is no sort of security awareness training in place to educate end users on the techniques regularly used by malicious actors. Email is the most frequently used and often the most successful means to exploiting people and organizations through phishing.
- We ran dark web scans and compromise searches on a list of users associated with Maywood to determine additional risk factors. The table is a list of the users and number of associated breaches with their email addresses. These numbers are not necessarily indicative of someone being at direct fault, but cause for concern.
- Typically, users will reuse and recycle passwords across sites or applications. When one of those sites fall victim to a breach, there is a high likelihood that common password may have been exposed and thereby easily available to malicious actors.
- Combining the likelihood of some of these breaches involving recycled passwords and a direct tie-in to the Village, it would not be surprising to find these are/were the means to some form of compromise previously or in the future.

User	Email	Number of Breaches
LaSondra Banks	lbanks@maywood-il.org	2
Lanya Satchell	lsatchell@maywood-il.org	4
Steve Kuptz	skuptz@maywood-il.org	6
Sherna Ramos	sramos@maywood-il.org	1 150
Sandra Wilson	swilson@maywood-il.org	10
Andrea House	ahouse@maywood-il.org	7
Arlean Ireland	aireland@maywood-il.org	3
Marvin Savage	msavage@maywood-il.org	14
Elijah Willis	ewillis@maywoodpolice-il.org	9
Theodore Yancy	tyancy@maywoodpolice-il.org	2
Daryl Fairley	dfairley@maywoodpolice-il.org	1



# Awareness

## Recommendations

- Enroll in end user awareness training with KnowBe4 to bolster vigilance through monthly simulated phishing campaigns. By performing these tests and utilizing the analytics, we can help drastically improve security posture.
  - Even with proper tools in place, users are the weakest link in the security of organizations
  - The platform is regularly updated with new content from videos, relevant hacks and extremely legitimate looking phishing emails.
- Consider implementing a secure password management tool to allow for complex and unique passwords to be used for each application or system. These password managers can store passwords for personal account as well with no repercussion or visibility from the management perspective.
- **Require all users to change passwords immediately and encourage users identified here to change passwords on third party sites.**





**What this looks like...**



# Beginning Stages

**Days 0 – 60+**

Ongoing Assessment and Recommendations  
Maywood works directly with vendor on Cabling Projects  
Contract Processing & Equipment Procurement  
Knowledge Transfer Meetings w/ vCIO & Service Delivery Resources  
Onboarding – Tagging, Documentation, Toolset Deployment  
Application/Licensing Rollouts (SentinelOne, Proofpoint, KnowBe4 & Training)

**Days 30 – 180**

Service Desk Go Live  
Ongoing Server Consolidation Planning  
Multi-Factor Authentication Enforcement  
Network Stack Revamp (Subject to Supply Chain)  
Preliminary Server Consolidation/Removal  
Backup Appliance Setup & Backup Ingestion

**Days 180+**

Server Consolidation & Move Forward Plan Finalized  
Regular Management, Maintenance and Ongoing Improvement





Village of

# MAYWOOD

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-6300

TO: Mayor Nathaniel George Booker, Village President  
Board of Trustees

CC: Michael Jurusik, Village Attorney

FROM: Chasity Wells-Armstrong, Village Manager

DATE: Friday, February 25, 2022

RE: General Updates \_ COW Meeting: March 1, 2022

HR/Staffing ~ we have filled the position of Business Attraction & Retention Coordinator. Michele Kitch will be joining our team with a March 7, 2022 start date. She brings a wealth of experience from the economic development world and we look forward to her joining the team. Also, the former Executive Assistant position in my department is being elevated to a Management Analyst position which has been posted. HR has received resumes for the position and is in the process of screening applicants. Also, HR has internally posted the Deputy Chief of Police position next week. The HR team is continuing to update job descriptions as well.


Ztron system ~ met with Mayor and Marvin regarding the installation of this system. Marvin has been working with IKE-911 personnel with an installation date no later than March 7, 2022.

Gov QA ~ Director Duncan is **scheduled** for a demo session to assess the functionality of the system and what would best serve the Building & Code Enforcement department.

Village Board Retreat ~ I am asking board members to check calendars for availability on Saturday, May 21<sup>st</sup>. This will be a full day of engagement, team building and a visioning session.

Training ~ most of the police department personnel – about 85% participated in pursuit training, current reforms, and public safety policy. The new laws pertaining to the Safety Act were addressed as well.

# MEMORANDUM

Date: February 23, 2022  
To: Office of the Village Clerk  
From: Office of the Fire Chief *CMB*  
Re:  Quote for Garage Doors Replacement at Fire Station No. 2

Maywood Fire Station No 2 has been in operation since approximately the late 1950's. This Station / location / building, an icon that has provided tremendous service to the community over the years, is now in need of new overhead garage doors. The doors currently in service to this building are now old and outdated. In an effort to make the overhead garage door operation of this Fire Station safer and energy-efficient, I am recommending the replacement of all three front overhead garage doors. Attached are two quotes. Because of the features, functions, safety equipment and installation included, I am recommending the quote to be accepted for this project from the House of Doors located in Brookfield, Illinois. The funding to be used for this project is to come from the both Capital and Building Maintenance Line Items (01-41-87000 / 01-41-51100). Can this item please be added to the next Board of Trustees Meeting Agenda?

Thanks for the consideration.

C C: Office of the Village Manager  
Building Maintenance  
File

COMMERCIAL - INDUSTRIAL  
 SECTIONAL DOORS - ROLLING  
 FIRE DOORS & SHUTTERS  
 GRILLES & OPERATORS  
 RESIDENTIAL SALES



9038 W. Ogden Ave  
 Brookfield, IL, 60513  
 Fax (708) 485-4110

# QUOTE

**HOUSE OF DOORS INC.**  
*Your Garage Door and Dock Equipment Professionals*  
**(708) 485-5000**

**212518**

Date: 2/9/2022

Attention: <b>Chief Craig Bronaugh JR</b>		Contact:	
Invoice To: <b>Village of Maywood</b>		Job: <b>Fire Station # 2</b>	
Address: <b>40 Madison St</b>		Address: <b>1220 S 17th Ave</b>	
Town & St.: <b>Maywood, IL 60153</b>		Town & St.: <b>Maywood, IL 60153</b>	
Phone: _____ Fax: <b>ronaughmaywoodfire-il.com</b>		Phone: <b>(708) 681-8860</b> Fax: _____	
Customer Order No.: _____ H.O.D. Order No.: _____		MFG. Order No.: _____	
Approximate Shipping Date: <b>Customer Will Advise</b>			

Door Number	Model #	Door Size				Door Identification	Lite or Solid Sections	Track Type	Lift Type	Head Room	Jamb Type	Operation	
		Width		Height									
		Ft.	In.	Ft.	In.								
500	TS200	12	0	11	6	2 Sections Insulated Tempered	2"	Std	OK	Wood	Trolley	\$ 13,800	
505	TS200	14	0	12	9	2 Sections Insulated Temperec	2"	Std	OK	Wood	Trolley	\$ 15,500	
506	TS200	12	0	11	9	2 Sections Insulated Temperec	2"	Std	OK	Wood	Trolley	\$ 13,800	

Commercial sectional steel doors morel TS200 manufactured by Wayne Dalton Corporation, foamed in place polyurethane insulation, R Value = 17.5, built in insulated struts for extra strength and energy efficiency, section joint seal, perimeter seal, custom color paint in 1 of 188 colors, 2 sections per door include full view insulated tempered glass, standard lift 50,000 cycle springs, double end styles, remove and haul old doors and operators, 1x4 painted boards and new stops

- 3 T50L5 Heavy Duty Industrial Trolley Operator  
 1/2 HP- Voltage to be verified  
 3 button control station to come standard on each operator (open, close, stop)  
 Emergency disconnect at trolley level for manual operation  
 Manual operation by means of MANUAL PUSH UP  
 Per UL325 Photo Safety Reversing Eyes to come standard

Reconnect existing wiring only

Add for 3rd section full view for all 3 doors \$4,500 4500

Add for 3 lite bars \$1,476 \$ 1,476

Note: Thank you for the opportunity to quote on your requirements.  
**Above product and services provided by Quality Union Labor**

<b>CONTRACT PRICE</b>	<b>\$ 49,076</b>
-----------------------	------------------

Fully Insured for Workmen's Compensation and Public Liability. Agreements contingent on strikes, fires, accidents, or delays beyond our control.  
 No jamba or opening preparation -- No wiring or electric operators or controls included.

Acceptance of this order shall constitute a conditional sales contract. We are to retain title to and possession of all materials & equipment furnished by us under terms of this contract until final payment shall have been made. The right is specifically reserved by the seller & granted by the purchaser to remove from the premises, materials not completely paid for in 30 days after installation without recourse for damage to the building or any of its parts in progress. An express mechanic's lien is hereby acknowledged on the above property described to secure the amount of labor and material supplied.

Salesman: **Phil Salb**  
 212518\_VillageofMaywood.xlsm

Accepted  
 Purchaser

591 Sussex Ct  
 Elk Grove Village, IL 60007  
 Phone: 847-871-3462  
 Fax: 630-509-2989  
 Ltnortherndoor@gmail.com



**NORTHERN DOOR GARAGE DOOR CORP**  
**847-871-3462**

300564

Page 1 of 2

Please Note: A 3% fee will be applied for all credit card payments.

Bill To:  
 Same

NorthernDoorGarageDoor.com

Job Location:

Maywood Fire Dept Station 1  
 700 St. Charles Rd,  
 Maywood, IL  
[captainwade210@yahoo.com](mailto:captainwade210@yahoo.com)

**ESTIMATE**

DATE	CODE	Estimate Completed By:	PHONE NUMBER:	TERMS:	
2/10/22		Joe Terzo	708-343-5595	75% DEPOSIT/NET 30	
CUSTOMER PURCHASE ORDER		CONTACT PERSON	CHARGE	WARRANTY	SALESMAN
		Denard Wade, Sr.	X		Joe Terzo
Door #	Dock #	Work To Be Performed:			
		<b>This estimate is to install 3 new doors and 3 new openers.</b>			
1 And 2		Take down and discard old wood door and opener and remove off site. Prep frame and opener mount for new install. Install the new 3/4hp 115v 1ph trolley opener. Install a new 12'0" x 11'6" door complete with 3 full view glass panels, Doors will be powder coated fire engine red, We will turn outside drums into inside mount drums. Door will have upgraded 50,000 cycle springs and upgraded hardware for durability and constant use of doors. Both doors will have new weather stops to keep elements from penetrating threu door.			
3		Take down and discard old wood door and opener, remove off site for disposal. Prep frame and opener mount for new install. Install the 3/4hp 115v 1ph trolley opener. Install a new 14' x 12'8" door complete with 3 full view glass panels, doors will be powder coated fire engine red We will keep the spring set up the same as current for low headroom tracks. Door will have upgraded springs at 50,000 cycles to increase the use of the new door as well as upgraded hardware for the constant use of doors. Door will get new weather stops to keep elements from penetrating the new door. We will also caulk frame of door for a tight seal.  All 3 doors will have 1 - 3 button remote programmed to new openers for trucks.			
<b>Please note: After Feb 14th The price of openers will go up 10% from distributors. If estimate is not accepted by the date, we will need to requote for openers.</b>					
<b>Note: This estimate is only good for 30 days after being sent to customer due to the drastic change of pricing from door distributors.</b>					
<b>Lead time on all 3 doors will take about 15 - 20 weeks to arrive to shop for install.</b>					
<i>over 2</i>					







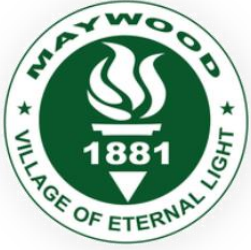












# VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, IL 60153 - [www.Maywood-IL.org](http://www.Maywood-IL.org)

February 25, 2022

## **Recommendation on 6-month freeze (moratorium) on certain business licenses**

Mayor Booker and Board of Trustees,

The Planning and Zoning Commission will be creating a use table study to include but not limited to all C-Districts. To ensure we are not allowing too many of the same businesses in the village, the Ordinance and Policy Committee recommends a 6-month freeze (moratorium) on the following business licenses:

- Barber shops
- Hair salons
- Nail shops
- Banquet halls/event spaces
- Fast-food restaurants (*special consideration will be considered in committee*)

Ordinance and Policy Committee

*Shabaun Reyes-Plummer*

Chair Trustee Shabaun Reyes-Plummer

Co-Chair Trustee Antonio Sanchez

---

**VILLAGE PRESIDENT**, Mayor Nathaniel George Booker

### **BOARD OF TRUSTEES**

Antonio Sanchez, Shabaun Reyes-Plummer, Miguel Jones, Melvin Lightford, Aaron Peppers, Isiah Brandon

166

**VILLAGE CLERK**, Gwaine Dianne Williams

**VILLAGE MANER**, Chasity Wells Armstrong



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mtjurusik@ktjlaw.com  
DD 312-984-6432

www.ktjlaw.com

**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: February 23, 2022**  
**RE: Intergovernmental Agreement With County Of Cook For The Provision Of Environmental Health Inspectional Services**

Per the request of Walter Duncan, Director of Building and Code Department, I have enclosed the following documents for consideration and action at the March 1, 2022 Committee of the Whole Meeting and March 22, 2022 Special Village Board Meeting:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE COUNTY OF COOK, ILLINOIS FOR THE PROVISION OF ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES (Term: December 1, 2021 to November 30, 2022), with a copy of the Agreement attached as Exhibit "A"

The enclosed Agreement is the standard form offered by Cook County to all municipalities for which it performs these inspection services. Under the Agreement, the Village of Maywood agrees to pay Cook County the sum total amount of \$100.00 per inspection. The term of the Agreement is for one year (Term: December 1, 2021 To November 30, 2022).

If there are any questions, please contact me.

*Mike*

Enclosures

- cc. Gwaine Dianne Williams, Village Clerk (w/ encls.)
- Chasity Wells-Armstrong, Village Manager (w/ encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- Walter Duncan, Director of Building and Code Department (w/ encls.)
- Michael A. Marrs, KTJ (w/ encls.)

RESOLUTION NO. R-2022-\_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE COUNTY OF  
COOK, ILLINOIS FOR THE PROVISION OF ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES  
(Term: December 1, 2021 to November 30, 2022)**

**WHEREAS**, the Corporate Authorities of the Village of Maywood (the "Village") desire to enter into an Intergovernmental Agreement for the provision of environmental health inspectional services with the County of Cook, Illinois ("Cook County") relative to Cook County's Department of Public Health ("CCDPH") providing new construction plan review services and health inspections of all public food service and food handling establishments within the Village of Maywood (the "Work") for the term of December 1, 2021 to November 30, 2022, subject to the terms and conditions set forth in the Intergovernmental Agreement attached hereto as Exhibit "A" and made a part hereof (the "Intergovernmental Agreement"). Under the Intergovernmental Agreement, the Village agrees to pay Cook County the sum total amount of \$100.00 per inspection; and

**WHEREAS**, Cook County desires to enter into the attached Intergovernmental Agreement with the Village, which obligates Cook County to perform the Work, subject to the payment terms and conditions contained in the Intergovernmental Agreement; and

**WHEREAS**, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to enter into the attached Intergovernmental Agreement pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and finds that entering into the attached Intergovernmental Agreement is in the best interests of the Village and that the performance of the Work will benefit the Village, its residents, property owners, businesses and the public.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, PURSUANT TO ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTIONS 6 AND 10(a) OF THE ILLINOIS CONSTITUTION OF 1970, AND THE INTERGOVERNMENTAL COOPERATION ACT (5 ILCS 220/) AS FOLLOWS:**

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

**SECTION 2:** The Corporate Authorities of the Village Maywood approve of the Intergovernmental Agreement to be entered into with Cook County, Illinois, attached hereto as Exhibit "A" and made a part hereof, and approve the appropriation and expenditure of General Corporate Funds necessary to pay for the Village's obligations under the Intergovernmental Agreement. Further, the Corporate Authorities of the Village of Maywood authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Intergovernmental Agreement, which may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Intergovernmental Agreement. The Corporate Authorities of the Village further authorize and direct the Village Manager, the Village Engineer and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the Intergovernmental Agreement.

**SECTION 3:** The Village Clerk, or his/her designee, shall transmit a certified copy of this Resolution and an executed copy of the final version of the Intergovernmental Agreement to Cook County for its record retention purposes.

**SECTION 4:** This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

**ADOPTED** this \_\_\_ day of March, 2022, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this \_\_\_ day of March, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]

**Exhibit "A"**

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

**Between the Village of Maywood  
and the County of Cook, Illinois**

**Term: December 1, 2021 to November 30, 2022**

(attached)

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF  
ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

This **AGREEMENT** entered into as of December 1, 2021 by and between the Village of Maywood, Cook County, Illinois a municipal corporation (hereinafter called the **VILLAGE**), and the County of Cook, Illinois a body corporate and politic (hereinafter called the **COUNTY**).

**WITNESSETH:**

**WHEREAS**, The **VILLAGE** wishes to provide environmental health inspectional services relating to food service sanitation and retail food store sanitation; and

**WHEREAS**, the **COUNTY** is willing to provide the **VILLAGE** with certain environmental health services through the work of its Department of Public Health, (hereinafter called the **DEPARTMENT**) upon the terms and conditions as hereinafter set forth; and

**WHEREAS**, the **COUNTY** and **VILLAGE** are home rule units as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6); and

**WHEREAS**, the 1970 Illinois Constitution (Art. VII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220) provide authority for intergovernmental cooperation; and

**WHEREAS**, the Illinois Compiled Statutes (55 ILCS 5/5-25013 (B) 5), provides that the **DEPARTMENT** may contract for the sale of health services; and

**WHEREAS**, the parties hereto seek to protect the health of the citizens of the **COUNTY** and the **VILLAGE** by undertaking the **AGREEMENTS** contained herein through their joint effort.

**NOW THEREFORE**, in consideration of the premises, and such other considerations as hereinafter set forth, the parties hereto agree as follows:

1. The **DEPARTMENT**, through its Environmental Health Division Staff, shall provide the following environmental services to the **VILLAGE**:
  - a. Make inspections as required by the food sanitation provisions of the Code of Ordinances of the **VILLAGE** (hereinafter called the **VILLAGE CODE**) of all food service establishments and retail food stores licensed or permitted by the **VILLAGE** as scheduled by the **VILLAGE** and the **DEPARTMENT** during the term of this **AGREEMENT** to assure compliance with the **VILLAGE CODE**;

- b. Reinspect all food service establishments and retail food stores to monitor the correction of violations identified at the time of the initial inspection pursuant to (a.) above;
  - c. Provide the **VILLAGE** with reports of inspections undertaken;
  - d. Report immediately to the **VILLAGE** on matters which in the opinion of the inspector are of serious concern;
  - e. Testify as required in any court cases brought by the **VILLAGE** for correction of food sanitation code violations cited pursuant to inspections conducted by the **DEPARTMENT**;
  - f. Review plans for any new or extensively remodeled food service establishment or retail food store in the **VILLAGE** to assure compliance with current Federal, State, **COUNTY**, and **VILLAGE** Food Service Establishment and Retail Food Store Regulations.
2. The **DEPARTMENT** agrees to furnish its employees with means of transportation to, from, and within the **VILLAGE** in order to carry out the duties and inspections as described herein.
3. The **VILLAGE** agrees:
- a. To maintain in force during the term and any extension of this intergovernmental **AGREEMENT**, ordinances or regulations at least equivalent to the **COUNTY** Food Service Establishment and Retail Food Store Ordinances;
  - b. To maintain files and records of inspections and licensing or permitting of food service establishments and retail food stores, and to provide the **DEPARTMENT** with one copy of inspection reports prepared by **DEPARTMENT** personnel and upon reasonable notice provide the **COUNTY** with access to said files and records;
  - c. To provide any legal action in the determination of the **VILLAGE** necessary to enforce the **VILLAGE** ordinances or regulations.
4. To provide the **DEPARTMENT** with the necessary authority to perform the duties and services referred to above.
5. The **DEPARTMENT** agrees to provide all of the services outlined in Paragraph Number 1 above, at a cost of **\$100.00 per inspection** billed to the **VILLAGE** for the term of the **AGREEMENT**.

6. The **VILLAGE** agrees to hold harmless and to indemnify the **COUNTY**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **VILLAGE**, its officers, agents or employees. The **COUNTY** agrees to hold harmless and to indemnify the **VILLAGE**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **COUNTY**, its officers, agents or employees. Nothing herein shall be construed to require the **VILLAGE** to indemnify the **COUNTY** for the negligence of the **DEPARTMENT** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **VILLAGE** to indemnify or make any payments in connection with any claim for which the **COUNTY** or the **DEPARTMENT** otherwise would not be liable, nor shall it be construed to waive any defenses that the **COUNTY**, the **DEPARTMENT** or the **VILLAGE** may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the **COUNTY** to indemnify the **VILLAGE** for the negligence of the **VILLAGE** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **COUNTY** to indemnify or make payments in connection with any claim for which the **VILLAGE** otherwise would not be liable.
7. This **AGREEMENT** shall become effective as of December 1, 2021 and shall continue through November 30, 2022 unless otherwise terminated by either party as hereinafter provided. This **AGREEMENT** may be renewed on an annual basis by resolution of the corporate authority of both parties or with the written agreement of the parties through their designated representatives. For purposes of the renewal of the terms and conditions contained in this **AGREEMENT** the **COUNTY** authorizes the Chief of the Bureau of Health Services or the Director of the **DEPARTMENT** to renew on its behalf.
8. The parties hereto shall at any time during the term of this **AGREEMENT** have the right to terminate same upon 30 days written notice to the other party, said notice to be sent certified mail, return receipt to: Director, Cook County Department of Public Health, 10220 S. 76th Avenue, Room 250, Bridgeview, IL 60455; or the Village President, Village of Maywood, 40 West Madison St., Maywood, Illinois 60153.
9. It is expressly agreed by the parties hereto that all environmental health staff members of the **DEPARTMENT** shall be deemed its employees and shall be under the sole supervision and control of the **DEPARTMENT**.

10. This intergovernmental **AGREEMENT** may be amended only by resolution of the corporate authority of each party hereto.
11. If any provision of this **AGREEMENT** is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of this **AGREEMENT** which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.
12. Neither party hereto may assign this **AGREEMENT** in whole or in part without the written consent of the other party.
13. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach.
14. This **AGREEMENT** represents the entire **AGREEMENT** between the parties and supersedes any and all prior **AGREEMENTS**, whether written or oral. Any modification of this **AGREEMENT** shall be valid only if in writing and signed by all parties hereto.
15. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Illinois.
16. All notices relating to the **AGREEMENT** shall be either hand delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at addresses as both appear in Section 8 of this **AGREEMENT**.
17. None of the provisions of this **AGREEMENT** is intended to create nor shall be designed or construed to create any relationship between the **COUNTY** and the **VILLAGE** other than of independent entities contracting with each other hereunder solely for effecting the provisions of the **AGREEMENT**. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer or representative of the other. The **VILLAGE** and the **COUNTY** will maintain separate and independent managements and each has full unrestricted authority and responsibility regarding its own organization and structure.
18. The execution of this **AGREEMENT** by the **COUNTY** shall be subject to the authorization of the Cook County Board of Commissioners adopted in accordance with applicable law.

**IN WITNESS WHEREOF**, the undersigned governmental units have caused this **AGREEMENT** to be duly executed and attached herewith are copies of the respective resolutions authorizing the signing official to execute this **AGREEMENT**.

**VILLAGE OF MAYWOOD**  
a municipal corporation

By: \_\_\_\_\_

Village President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

Dated:

**COUNTY OF COOK**, a body  
corporate and politic

By: \_\_\_\_\_

\_\_\_\_\_  
Dated

Director, Cook County  
Department of Public Health

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Village Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2022-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF MAYWOOD AND THE COUNTY OF COOK, ILLINOIS FOR  
THE PROVISION OF ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES  
(Term: December 1, 2021 to November 30, 2022)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_\_\_ day of March, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_\_ day of March, 2022.

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

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_\_ day of March, 2022.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]



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DD 312-984-6432

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**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: February 23, 2022**  
**RE: Amended Agreement for Property Registration Champions, LLC ("PRC") for Vacant Property and Foreclosure Property Registration Program**

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As a follow-up to the approval of the ProChamps Agreement and the New Jersey lawsuit that was discussed during public comment at the December 14, 2021 Village Board Meeting, I have enclosed the following documents for consideration and action at the March 1, 2022 Committee of the Whole Meeting and March 22, 2022 Special Village Board Meeting:

1. A RESOLUTION APPROVING AN AMENDED AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, ILLINOIS AND PROPERTY REGISTRATION CHAMPIONS, LLC FOR ASSISTANCE WITH THE IMPLEMENTATION AND ENFORCEMENT OF A VACANT PROPERTY AND FORECLOSURE PROPERTY REGISTRATION PROGRAM
2. AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, ILLINOIS AND PROPERTY REGISTRATION CHAMPIONS, LLC FOR ASSISTANCE WITH THE IMPLEMENTATION AND ENFORCEMENT OF A VACANT PROPERTY AND FORECLOSURE PROPERTY REGISTRATION PROGRAM (Redlined amended version of the original Agreement approved on December 14, 2021)

The enclosed Amended Agreement with PRC contains the following edits:

1. Billing / collection process has been amended so that the Village receives electronic payments and the Village remits the PRC-Fee each month to PRC. See Subsections 1.c. and 1.d.
2. PRC-created and maintained property registration website will be immediately inactive upon termination of this Agreement. See Subsection 1.e.

If there are any questions, please contact me.

*Mike*

Enclosures

- cc. Gwaine Dianne Williams, Village Clerk (w/ encls.)  
Chasity Wells-Armstrong, Village Manager (w/ encls.)  
Lanya Satchell, Finance Director (w/ encls.)  
Angela Smith, Community Development Director (w/encls.)  
Walter Duncan, Director of Building and Code Department (w/ encls.)  
Michael A. Marrs, KTJ (w/ encls.)

RESOLUTION NO. R-2022 - \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN AMENDED AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, ILLINOIS  
AND PROPERTY REGISTRATION CHAMPIONS, LLC  
FOR ASSISTANCE WITH THE IMPLEMENTATION AND ENFORCEMENT OF  
A VACANT PROPERTY AND FORECLOSURE PROPERTY REGISTRATION PROGRAM**

**WHEREAS**, on December 14, 2021, with the adoption of Resolution No. R-2021-53, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") hired Property Registration Champions, LLC ("PRC") to provide a vacant property and foreclosure property registration program in accordance with the terms set forth in an agreement entitled "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, ILLINOIS AND PROPERTY REGISTRATION CHAMPIONS, LLC FOR ASSISTANCE WITH THE IMPLEMENTATION AND ENFORCEMENT OF A VACANT PROPERTY AND FORECLOSURE PROPERTY REGISTRATION PROGRAM" (the "Agreement"); and

**WHEREAS**, the President and Board of Trustees of the Village and PRC desire to enter into an amended version of the Agreement under which PRC will provide a vacant property and foreclosure property registration program in accordance with the terms set forth in the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, ILLINOIS AND PROPERTY REGISTRATION CHAMPIONS, LLC FOR ASSISTANCE WITH THE IMPLEMENTATION AND ENFORCEMENT OF A VACANT PROPERTY AND FORECLOSURE PROPERTY REGISTRATION PROGRAM" (the "Amended Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the Amended Agreement contains the following updates :

- A. The billing / collection process has been amended so that the Village receives electronic payments and the Village remits the PRC-Fee each month to PRC. See Subsections 1.c. and 1.d.; and
- B. The PRC-created and maintained property registration website will be immediately inactive upon termination of this Agreement. See Subsection 1.e.

**WHEREAS**, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Amended Agreement (Exhibit "A") pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and finds that entering into the Amended Agreement is in the best interests of the Village, its residents, property owners, businesses and the public.

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

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

**SECTION 2:** The President and Board of Trustees of the Village Maywood authorize the approval and execution of the final version of the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, ILLINOIS AND PROPERTY REGISTRATION CHAMPIONS, LLC FOR ASSISTANCE WITH THE IMPLEMENTATION AND ENFORCEMENT OF A VACANT PROPERTY AND FORECLOSURE PROPERTY REGISTRATION PROGRAM" (the "Amended Agreement"), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. A copy of the Amended Agreement is attached hereto as Exhibit "A" and made a part hereof

**SECTION 3:** The President and Board of Trustees of the Village of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the Amended Agreement, to all parties that are entitled to receive such documents, and further authorize the payment of all expenses and costs that are necessary to fulfill the Village's obligations under the Amended Agreement.

**SECTION 4:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this \_\_\_ day of March, 2022, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this \_\_\_ day of March, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams Village Clerk

**Exhibit "A"**

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, ILLINOIS  
AND PROPERTY REGISTRATION CHAMPIONS, LLC  
FOR ASSISTANCE WITH THE IMPLEMENTATION AND ENFORCEMENT OF  
A VACANT PROPERTY AND FORECLOSURE PROPERTY REGISTRATION PROGRAM**

(attached)

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN AMENDED AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, ILLINOIS  
AND PROPERTY REGISTRATION CHAMPIONS, LLC  
FOR ASSISTANCE WITH THE IMPLEMENTATION AND ENFORCEMENT OF  
A VACANT PROPERTY AND FORECLOSURE PROPERTY REGISTRATION PROGRAM**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_\_ day of March, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_ day of March, 2022.

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

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_ day of March, 2022.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]

**AGREEMENT BETWEEN  
VILLAGE OF MAYWOOD, ILLINOIS  
AND  
PROPERTY REGISTRATION CHAMPIONS, LLC**

**AGREEMENT BETWEEN  
THE VLLAGE OF MAYWOOD, ILLINOIS  
AND PROPERTY REGISTRATION CHAMPIONS, LLC  
FOR ASSISTANCE WITH THE IMPLEMENTATION AND  
ENFORCEMENT OF A VACANT PROPERTY AND  
FORECLOSURE PROPERTY REGISTRATION PROGRAM**

This Agreement is made as of this \_\_\_ day of ~~March~~December, 20224 (“Effective Date”, which shall be the date the last signatory signs this Agreement) by and between Property Registration Champions, LLC, d/b/a PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, Florida 32940 (“PRC”), and the Village of Maywood, an Illinois municipal corporation, with an address at 40 Madison Street, Maywood, Illinois 60153 (“COMMUNITY”).

**WITNESSETH:**

**WHEREAS**, because of an overwhelming number of vacant properties and mortgage foreclosures on residential and commercial properties that are in violation of Section 150.031 (Registration Of Foreclosing Mortgaged Property And Vacant Property) of Chapter 150 (Building Regulations) of the Maywood Village Code, (the “Ordinance”) the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the COMMUNITY; and

**WHEREAS**, in order to promptly and efficiently address the issues related to the maintenance of vacant properties and foreclosed residential and commercial properties, the COMMUNITY adopted the Ordinance; and

**WHEREAS**, pursuant to the Ordinance, the COMMUNITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned and foreclosed properties (the “Properties”), so that the COMMUNITY can properly address violations of the COMMUNITY’s property maintenance codes; and

**WHEREAS**, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the COMMUNITY; and

**WHEREAS**, PRC shall also provide the COMMUNITY with administrative Payment Assistance Services (“PAS”), if requested by the COMMUNITY, to facilitate payment of late fees, charges, fines and penalties, as defined under the COMMUNITY’s Ordinance, from Registrants or other responsible parties to help the COMMUNITY fulfill the purpose and goals of the COMMUNITY’s Ordinance;

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**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

**1. PRC RESPONSIBILITIES.**

- a. PRC will cite the COMMUNITY's Ordinance to mortgagees and/or owners, and proactively contact those persons or entities who file a public notice of default, *lis pendens* or any foreclosure action, take title to real property via foreclosure or other legal means, or become vacant in accordance with the "Key Policy Requirements" as outlined in Exhibit "A" attached to this Agreement. PRC will electronically provide for registration of Properties in violation of the Ordinance.
- b. PRC will pay for the expenses, administrative costs and fees related to the registration of Properties, except as provided in Section 1.c. below. PRC will actively monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the COMMUNITY, as well as utility data and any other data available to PRC. PRC will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.
- c. As part of the PRC-created registration website, PRC will charge a fee ("Fee"), as directed by the COMMUNITY, to each registering party ("Registrant") to register all mortgagees and/or owners who are required to comply with the Ordinance. Through the registration website and PAS, the Fee shall be payable electronically directly to the COMMUNITY. PRC shall charge one hundred twenty-five dollars (\$125.00) of each collected Fee ("PRC Fee") and invoice the COMMUNITY- for each PRC Fee, which invoice(s) shall be paid by and remit the entire balance collected to the COMMUNITY no later than the fifteenth (15th) day of the following month. The COMMUNITY agrees to pay the submitted invoice within seven (7) business days of receipt. Should there be an administrative fee or charge or subscription ("Charges") required for public/official record data access or acquisition integral to the performance of the scope of work by PRC as required under the terms and provisions of this Agreement, those Charges shall be invoiced along with the Fee invoice based on the actual incurred costs of said Charges.- If said Charges are for the entire county, the Charges shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the term of this Agreement, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county. In any case, where the responsible party is unable or refuses to provide an email and/or cellular phone that can be used for verification of information or confirmation of registration, PRC is entitled to invoice an additional twenty-five dollar (\$25.00) confirmation fee to cover PRC's expenses

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associated with obtaining the information through other means. The COMMUNITY understands that, due to the work PRC has already performed in identifying each Registrant, calculating the Fee and the associated compliance as defined in this Agreement in addition to the costs incurred by PRC in operating the website for the registration of the Properties as defined in Subsection 1(e) below, once PRC has correctly identified a Registrant with an obligation to pay a Fee to comply with the Ordinance, PRC shall be entitled to invoice the PRC Fee from the COMMUNITY for each Registrant, even if the COMMUNITY or any third-party working on behalf of the COMMUNITY decides to waive that Fee for a Registrant.

- d. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements, PRC shall add to the website the requirement of payment of said late fees and shall assist the Village with the collection of all applicable late fees, invoicing the COMMUNITY twenty percent (20%) of such late fees. The COMMUNITY shall pay to PRC each invoice for the twenty percent (20%) of such late fees, and remit the total collected to the COMMUNITY pursuant to the monthly fee submission schedule provided in Subsection 1(c) above. PRC shall also provide PAS to facilitate collection of any additional late fees, charges, fines and penalties due to the COMMUNITY under the Ordinance and utilize the COMMUNITY's Village Attorney (dependent upon mutually agreed upon Enforcement Plan or if a conflict exists), undertake to provide a qualified attorney representation as may be required under the Ordinance or the relevant regulatory authority in each community that has entered into this Agreement with PRC. For the purposes of clarity, both Parties understand that legal representation is not required for any PAS or the administration of the registration process. Only in the event that judicial proceedings shall be necessary after the conclusion of all PAS will the Village Attorney (dependent upon mutually agreed upon Enforcement Plan or if a conflict exists) be engaged by PRC or the administrative group engaged by PRC for the sole purpose of that judicial matter. The COMMUNITY delegates to PRC the authority to negotiate directly with Registrants or responsible parties on behalf of the COMMUNITY for the payment of registration fees, charges, fines and penalties due to the COMMUNITY under the Ordinance for registration obligations that have ended with a balance due.
- e. PRC, at its cost, agrees to provide and maintain a website for the registration of the Properties in order to enable compliance with the COMMUNITY's Ordinance, including the electronic payment of the Fee and any late fees. The website will direct Registrants to a hyperlink, [www.PROCHAMPS.com](http://www.PROCHAMPS.com). The website found at [www.PROCHAMPS.com](http://www.PROCHAMPS.com) will automatically allow lenders and/or responsible parties to comply with the COMMUNITY's property registration codes. Upon termination of this Agreement, PRC shall immediately inactive the website.

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PROPERTY REGISTRATION CHAMPIONS, LLC**

f. PRC responsibilities will commence on the Effective Date of this Agreement.

**2. INDEMNIFICATION.**

a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify and hold harmless the COMMUNITY and its appointed and elected officials, mayor and trustees, employees and agents (“Village Affiliates”), from and against all losses, expenses (including attorneys' fees and litigation defenses costs), damages and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.

b. **INDEMNIFICATION BY THE COMMUNITY.** The COMMUNITY shall defend, indemnify and hold harmless PRC and its officers, employees and agents from and against all losses, expenses (including attorneys' fees and litigation defenses costs), damages and liabilities of any kind resulting from or arising out of a breach of this Agreement by the COMMUNITY and/or the COMMUNITY's performance hereunder.

3. **TERM AND TERMINATION.** The initial “Term” of this Agreement shall commence on the Effective Date and shall extend for a one (1) year period. This Agreement may be renewed for subsequent one (1) year terms by the mutual written consent of the Parties upon approval of a new Agreement or an addendum to this Agreement.

a. **TERMINATION FOR DEFAULT.** In the event that either Party (the “Defaulting Party”) shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) calendar days after the giving of written notice to the Defaulting Party, the other Party may terminate this Agreement by immediately providing written notice of such termination to the Defaulting Party.

b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the COMMUNITY in the event of the insolvency of PRC or the commencement by or against PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) calendar days from the date of said commencement or appointment or the liquidation or dissolution of PRC.

c. **DEACTIVATION UPON TERMINATION.** After termination of the agreement PRC agrees to deactivate or disable the community's registration

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platform accessible through prochamps.com within the rules of the above sections.

4. **CONTRACT DOCUMENTS.** The following list of documents, which are attached hereto as exhibits to this Agreement, shall be incorporated into this Agreement, as if fully set forth herein by reference:
  - a. Key Policy Requirements.
  - b. COMMUNITY Ordinance No. CO-2021-~~3233~~, entitled "ORDINANCE AMENDING SECTION 150.031 (VACANT BUILDINGS) OF THE MAYWOOD VILLAGE CODE CONCERNING REGULATION OF FORECLOSED AND VACANT BUILDINGS AND PROPERTY", dated December 14, 2021.
5. **INSURANCE.** During the Term of this Agreement, PRC shall maintain a Comprehensive General Liability (CGL) Policy of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate covering liability for bodily injury, illness or death and an Errors and Omissions Insurance policy with limits no less than one million dollars (\$1,000,000.00) to ensure the COMMUNITY the indemnification specified herein. A copy of certificate(s) of insurance, insurance policies and endorsements (issued on the ISO CG 20 10 form) shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Agreement and shall remain in effect for all aspects of the services for both ongoing and completed operations. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies redacted as necessary by PRC. PRC shall have the Village and the Village Affiliates included as additional insureds on its insurance policies, in its endorsements and on its certificates that it is required to maintain during the Term of this Agreement.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the COMMUNITY, and shall be provided to the COMMUNITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.
7. **AUDIT, INSPECTION RIGHTS AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this Agreement for a period of three (3) years from final payment. Such records shall be subject to audit by the COMMUNITY upon reasonable advanced, written notice. The audit shall be conducted at the premises of the COMMUNITY on business days only and during normal working hours. PRC shall comply with all applicable Illinois Freedom of Information Act (5 ILCS 140/)

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requirements, Illinois Local Records Act (50 ILCS 205) requirements and Florida Public Records Act (Chapter 119, Florida Statutes) requirements.

8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency or employer-employee between the Parties, and the Parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither Party has any right or authority to assume or create any obligation or responsibility on behalf of the other Party, except as provided by written instrument signed by both Parties.
9. **NOTICES.** Whenever either Party desires to give notice to the other Party, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY: Village of Maywood  
40 Madison Avenue  
Maywood, Illinois 60153  
Attention: Village Manager  
Telephone No. (708) 450-6300

PRC: Stephen Arpaia, General Counsel  
2725 Center Place  
Melbourne, Florida 32940  
Telephone No. (321) 421-6639  
Facsimile No. (321) 396-7776

**10. AMENDMENTS.**

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless the Parties mutually consent and execute a written addendum to this Agreement. .
- b. **AMENDMENT OF FEES.** In the event there are mutually agreed upon amendments to the Fees, PRC will apply the applicable Fee that was in place for the registration period in question as directed by the executed addendum.

11. **COMMUNITY DATA.** The COMMUNITY acknowledges that, prior to this Agreement, registering Properties were governed by the original ordinance. On a date,

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mutually agreed to by the Parties, after the Effective Date of this Agreement, the COMMUNITY will provide PRC with a digital file, in a format agreeable to PRC, containing all of the information of all Properties currently registered by the COMMUNITY. All registrations and fees received by the COMMUNITY after the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the COMMUNITY is unable to provide the agreed upon digital file, then the COMMUNITY will provide all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. **If manual entry of this information is required of PRC, the COMMUNITY agrees to compensate PRC five dollars (\$5.00) per property.**

12. **ORDINANCE VIOLATION DATA.** Whenever the COMMUNITY becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement, the Community shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.
13. **PUBLICITY.** PRC may include the COMMUNITY's name and general case study information within PRC's marketing materials and website.
14. **COMMUNITY LOGO.** The COMMUNITY shall provide the COMMUNITY's logo to PRC for the limited purposes as set forth in Subsection 1(a) above; PRC is not authorized to use the COMMUNITY logo for its own advertisement purposes or in its promotional materials.
15. **FORCE MAJEURE.** Neither Party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such Party.
16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE.
17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
18. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the COMMUNITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

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19. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment, or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
20. **WAIVER.** Any failure by the COMMUNITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the COMMUNITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
22. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Illinois with venue lying in state court or federal court located in the City of Chicago, Cook County, Illinois.
23. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
24. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the COMMUNITY within forty-five (45) calendar days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions, then PRC can declare this Agreement null and void without any further demands by the COMMUNITY.
25. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the COMMUNITY and PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

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VILLAGE OF MAYWOOD, ILLINOIS  
AND  
PROPERTY REGISTRATION CHAMPIONS, LLC**

**IN WITNESS WHEREOF**, the Parties hereto have affixed their hands and seals the day and year below written.

**VILLAGE OF MAYWOOD, ILLINOIS**

\_\_\_\_\_  
Nathaniel George Booker  
Village President

Date: \_\_\_\_\_

**PROPERTY REGISTRATION CHAMPIONS, LLC**

\_\_\_\_\_  
Robert Mannarino, CEO  
Property Registration Champions, LLC  
2725 Center Place  
Melbourne, Florida 32940

Date: \_\_\_\_\_

**AGREEMENT BETWEEN  
VILLAGE OF MAYWOOD, ILLINOIS  
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**Exhibit "A"  
Key Policy Requirements**

**Foreclosure:**

Ordinance No. CO-2021-323

<b>Registration Fee</b>	\$325
<b>Late Fee</b>	Recurring 10% of Registration and Renewal Fee every 30 calendar days
<b>Registration Triggers</b>	- Post-Filing (NOD <sup>i</sup> /LP <sup>ii</sup> ), Occupied or Vacant - REO <sup>iii</sup> , Occupied or Vacant
<b>Renewal</b>	6 months
<b>Org Exemptions</b>	Governmental entities and HOAs
<b>Property Exemptions</b>	N/A
<b>Refund Policy</b>	A non-refundable semi-annual registration and renewal fee per the Ordinance
<b>OMT Transfer</b>	Report change of info within 10 calendar days. Transferee is responsible for any and all previous unpaid fees, fines and penalties.
<b>Effective Date for Registrations</b>	12/21/2021

Ordinance No. CO-09-18 (and amendments)

<b>Registration Fee</b>	No violations \$250 With violation(s): 1st registration: \$500 2nd registration: \$750 3rd registration: \$1000
<b>Late Fee</b>	N/A
<b>Registration Triggers</b>	- Pre-Filing (Default), Vacant - Post-Filing (NOD /LP), Vacant - REO , Vacant
<b>Renewal</b>	6 months
<b>Org Exemptions</b>	Governmental entities and HOAs
<b>Property Exemptions</b>	Vacant Lots
<b>Refund Policy</b>	All applied property registration payments are final; no refunds will be provided
<b>OMT Transfer</b>	Report change of info within 20 calendar days
<b>Effective Date for Registrations</b>	03/17/2009*

\*Requirements of previous ordinance(s) will be solely used for the purpose of application of any and all registration periods that may be affected by the current amendment and PRC will not actively pursue or register any outstanding periods that may be due prior to the most recent amendment.

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**Vacant Private Owner:**

Ordinance No. CO-2021-332

<b>Registration Fee</b>	\$325
<b>Late Fee</b>	Recurring 10% of Registration and Renewal Fee every 30 calendar days
<b>Registration Triggers</b>	Vacant/30 days/Private Owner
<b>Renewal</b>	6 months
<b>Org Exemptions</b>	N/A
<b>Property Exemptions</b>	Vacant Lots
<b>Refund Policy</b>	A non-refundable semi-annual registration and renewal fee per the Ordinance
<b>OMT Transfer</b>	New OMT is required to re-register the property and pay registration fee
<b>Effective Date for Registrations</b>	12/21/2021

Ordinance No. CO-09-18 (and amendments)

<b>Registration Fee</b>	No violations \$250  With violation(s): 1st registration: \$500 2nd registration: \$750 3rd registration: \$1000
<b>Late Fee</b>	N/A
<b>Registration Triggers</b>	Vacant/Private Owner
<b>Renewal</b>	6 months
<b>Refund Policy</b>	All applied property registration payments are final; no refunds will be provided
<b>OMT Transfer</b>	Report change of info within 20 calendar days
<b>Effective Date for Registrations</b>	03/17/2009*

\*Requirements of previous ordinance(s) will be solely used for the purpose of application of any and all registration periods that may be affected by the current amendment and PRC will not actively pursue or register any outstanding periods that may be due prior to the most recent amendment.

<sup>i</sup> NOD – Notice of Default

<sup>ii</sup> LP – Lis Pendens

<sup>iii</sup> REO – Real Estate Owned

**KTJ**KLEIN, THORPE & JENKINS, LTD.  
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**MEMORANDUM**

**To: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**From: Michael T. Jurusik**  
**Date: February 23, 2022**  
**Re: Resolution in Support of Tax Increment Financing (TIF) (SB 2298)**

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I have enclosed the following document for consideration and action at the Combined March 1, 2022 Committee of the Whole Meeting / Special Village Board Meeting:

**A RESOLUTION OF THE VILLAGE OF MAYWOOD IN SUPPORT OF TAX INCREMENT FINANCING**

The enclosed Resolution is in support of Sections 5/11-74.4-3, 5/11-74.4-3.5, 5/11-74.4-5 and 5/11-74.4-7 of the Illinois Municipal Code (65 ILCS 5/11-74.4-1 *et seq.*) as they are statutorily written under the Tax Increment Allocation Redevelopment Act. Currently before the Illinois General Assembly is Senate Bill 2298 that proposes to amend the Tax Increment Allocation Redevelopment Act ("TIF Act") contained within the Illinois Municipal Code. The proposed amendments are not favorable to municipalities that have existing TIF Districts or that desire to establish new TIF Districts, and these amendments include: (1) adding additional factors to the determination of a blighted area; (2) shortening project completion deadlines for new redevelopment projects from the 23rd year after an ordinance was adopted to the 10th year; and (3) shortening the length of time in which surplus funds must be distributed after the close of a fiscal year for a municipality from 180 days to 90 days.

If there are any questions, please contact me.

*Mike*

Enclosure

cc: Gwaine Dianne Williams, Village Clerk (w/ encl.)  
Chasity Wells-Armstrong, Village Manager (w/ encl.)  
Lanya Satchell, Finance Director (w/ encl.)  
Angela Smith, Community Development Director (w/ encl.)  
Michael A. Marrs, KTJ (w/ encl.)

RESOLUTION NO. R-2022-\_\_\_\_\_

**A RESOLUTION OF THE VILLAGE OF MAYWOOD  
IN SUPPORT OF TAX INCREMENT FINANCING**

**WHEREAS**, the Village of Maywood (the "Village") has the responsibility to promote economic development and revitalization of underperforming areas within the Village; and

**WHEREAS**, the Village of Maywood recognizes that Tax Increment Financing ("TIF"), which is authorized under the Tax Increment Allocation Redevelopment Act ("TIF Act") (65 ILCS 5/11-77.4-1 *et seq.*), is a means to address areas of blight, support development and promote local job creation and retention; and

**WHEREAS**, TIF incentives directly contribute to the expansion of the local tax base and attract private development and new businesses to the Village of Maywood; and

**WHEREAS**, the availability of TIF is a critical mechanism to spur economic development for the Village of Maywood; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood find that the availability of TIF as an economic development tool is essential for the continuing economic vitality of the Village and it is in the best interests of the Village, its residents, property owners, businesses and the public.

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

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

**SECTION 2:** The President and Board of Trustees of the Village of Maywood urge the Illinois General Assembly and Governor to protect TIF in its current form as a valuable economic development tool without additional restrictions on municipal governments and the communities they serve.

**SECTION 3:** The Village Clerk, or his/her designee, shall transmit a certified copy of this Resolution to the Illinois Municipal League for its use in advocating for the protection of TIF in its current form and for record retention purposes.

**SECTION 4:** This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

**ADOPTED** this \_\_\_\_ day of March, 2022, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this \_\_\_\_ day of March, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Village Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2022-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF MAYWOOD  
IN SUPPORT OF TAX INCREMENT FINANCING**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_\_\_ day of March, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_\_ day of March, 2022.

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_\_ day of March, 2022.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]

RESOLUTION NO. R-2022-\_\_\_\_\_

**A RESOLUTION AUTHORIZING A WAIVER OF THE  
COMPETITIVE BID PROCESS AND APPROVING AND AUTHORIZING THE EXECUTION  
OF A CONTRACT WITH LAKESHORE RECYCLING SYSTEMS, LLC FOR THE COLLECTION AND  
DISPOSAL OF RESIDENTIAL WASTE, RECYCLING AND CERTAIN VILLAGE GENERATED WASTE  
(Term: April 1, 2022 to March 31, 2027)**

**WHEREAS**, after receiving competitive proposals, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village" or "Corporate Authorities") desire to hire Lakeshore Recycling Systems, LLC of Maywood, Illinois (the "Contractor") to perform certain waste collection and disposal services within the Village of Maywood (the "Services") in accordance with the terms set forth in the attached "CONTRACT WITH LAKESHORE RECYCLING SYSTEMS, LLC FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL WASTE, RECYCLING AND CERTAIN VILLAGE GENERATED WASTE" (the "Contract"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the Contract provides for the collection and disposal of residential waste, recycling and certain Village generated waste and contains the fees payable to the Contractor for the performance of the Services as set forth in Exhibit "1" to the Contract. The term of the Contract extends for five (5) years commencing on April 1, 2022 and ending on March 31, 2027; and

**WHEREAS**, at one or more public meetings, the Infrastructure and Sustainability Committee considered the competitive proposals from the Village's current waste collection / disposal contractor (Republic Services) and the Contractor and received input from Village staff. The Infrastructure and Sustainability Committee supports the approval of the Contract; and

**WHEREAS**, under Section 36.08 (Contracts and Purchases) of the Maywood Village Code (the "MVC"), contracts for services where the expense will exceed \$10,000 shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of all of the corporate authorities (5 of 7 Village Board members). The Corporate Authorities may also waive the competitive bidding process by a two-thirds (2/3rds) vote in order to solicit competitive proposals for the award of any contract covered by Section 36.08 of the MVC. In this case, the Corporate Authorities find that it is desirable and in the best interests of the Village and its residents, business owners, property owners and the public to waive the competitive bidding process for the purpose of approving the Contract based on the following factors: (1) the Contractor has a local business presence with a waste collection and disposal facility and a waste transfer station located within the Village; (2) the availability of only a single source vendor or a limited number of known vendors; (3) the financial savings realized by not utilizing the competitive bidding process; (4) the ability, capacity and skill of the Contractor to perform the Contract to provide the service required; and (5) the character, integrity, reputation, judgment, experience and efficiency of the Contractor; and

**WHEREAS**, the President and Board of Trustees of Village of Maywood, a home rule Illinois municipal corporation, have the authority to approve and enter into the attached Contract (Exhibit "A") pursuant to their home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the applicable provisions of the Illinois Municipal Code (65 ILCS 5/11-19-1), and finds that entering into the Contract is in the best interests of the Village, its residents, business owners, property owners and the public.

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

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

**SECTION 2:** The President and Board of Trustees of the Village Maywood waive competitive bidding for the approval of this Contract and approve and authorize the execution of the attached "RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS AND APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH LAKESHORE RECYCLING SYSTEMS, LLC FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL WASTE, RECYCLING AND CERTAIN VILLAGE GENERATED WASTE" (the "Contract") (**Exhibit "A"**), to be entered into with Lakeshore Recycling Systems, LLC of Maywood, Illinois (the "Contractor") to perform the Services in accordance with the fee schedule set forth at Exhibit "1" of the Contract, which Contract may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees further authorize and direct the President and the Village Clerk, or their designees, to execute and deliver all other instruments and documents and pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Contract.

**SECTION 3:** The President and Board of Trustees of the Village agree to appropriate and authorize the expenditure of Village Water System and Garbage Enterprise Funds to pay its obligations under the Contract.

**SECTION 4:** This Resolution was approved by a roll call vote of no less than two-thirds (2/3rds) vote of the Corporate Authorities of the Village of Maywood, Cook County, Illinois, at a Special Meeting thereof, held on the \_\_\_ day of March, 2022, and approved by me as President on the same day.

**SECTION 6:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this \_\_\_ day of March, 2022, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this \_\_\_ day of March, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Mayor Nathaniel George Booker,  
Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

**Exhibit "A"**

**CONTRACT WITH LAKESHORE RECYCLING SYSTEMS, LLC FOR THE COLLECTION AND DISPOSAL OF  
RESIDENTIAL WASTE, RECYCLING AND CERTAIN VILLAGE GENERATED WASTE  
(Term: April 1, 2022 to March 31, 2027)**

(attached)

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2022-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS  
AND APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH LAKESHORE RECYCLING  
SYSTEMS, LLC FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL WASTE, RECYCLING  
AND CERTAIN VILLAGE GENERATED WASTE**

**(Term: April 1, 2022 to March 31, 2027)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_\_ day of March, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_ day of March, 2022.

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

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_ day of March, 2022.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]

**CONTRACT PROVIDING FOR THE COLLECTION  
AND DISPOSAL OF RESIDENTIAL WASTE, RECYCLING AND  
CERTAIN VILLAGE GENERATED WASTE**

This Contract (“Contract”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Village of Maywood, Illinois (“Village”) and Lakeshore Recycling Systems, LLC, a Delaware limited liability company, licensed to do business in Illinois (“Contractor”), authorized to business in the State of Illinois:

WHEREAS, the Village is a Home Rule Municipality, Article 7, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the Legislature has expressly authorized the exercise of the powers herein, pursuant to the Illinois Municipal Code (65ILCS 5/11-19-1), which provides that corporate authorities may make contracts for the collection and disposal of refuse and recyclable materials; and

WHEREAS, the Contractor has submitted a proposal for the collection and disposal of refuse and recyclable material generated by one, two and three family residences in the Village; and

WHEREAS, the President and Board of Trustees have determined that acceptance of the Contractor’s proposal will serve the public health, safety and welfare; and

WHEREAS, the Contractor acknowledges that the Village has historically provided for the collection and disposal of residential waste as specified herein and that it is the intent of the Village to license multiple scavenger firms to collect waste from commercial, institutional, industrial properties and multiple family dwellings not covered herein.

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

**Section 1: Incorporation of Preambles:** The foregoing preambles are restated and incorporated herein by reference as though fully set forth herein.

**Section 2: Definitions:** For the purposes of this Contract, definitions of certain terms shall be as listed below. Other terms shall be as defined within applicable subsections.

- (a) “Refuse” shall mean all discarded and unwanted putrecible and nonputrecible household and kitchen wastes, including but not limited to food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”, and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping, including but not limited to aluminum and steel cans; glass containers; plastic containers; crockery and other containers; metal; paper of all types, including newspapers, books, magazine, and catalogs; boxes and cartons; cold ashes; furniture, furnishings and fixtures, Large Household Items, textiles and leather; animal waste; toys and recreational equipment; and similar items except any matter included in the definition of Unacceptable Waste. For the purposes of this Contract, the terms “garbage”, “refuse”, “rubbish”, “waste” and “municipal solid waste” shall be synonymous and are covered under the defined term “Refuse” unless otherwise more specifically defined (for example, “Yard Waste”).

- (b) “Recyclables” or “Recyclable Material(s)” shall mean at a minimum brown paper bags, corrugated boxes, frozen food packages, magazines & catalogues, mixed paper, newspaper, paperboard, telephone books, wet strength carrier stock, empty aerosol cans, aluminum cans, aluminum foil, aseptic packaging & table top containers, formed steel containers, glass bottles & jars, HDPE (#2) plastic containers, PET (#1) plastic containers, PVC (#3) plastic containers, HDPE (#4) rigid plastic containers, PP (#5) rigid plastic containers, plastic six & twelve pack rings, steel cans, empty steel paint cans & lids, in addition to any other items which the Contractor’s processing facility may accept at the facility. The Contractor has the option to select a processing facility under the terms of this Contract.
- (c) “Yard Waste” (also known as “Landscape Waste”) shall mean grass clippings, leaves, branches and brush under three inches in diameter, other yard and garden trimmings, vines, garden plants, and flowers, weeds, tree droppings (for example, pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Sod, dirt, pumpkins, Christmas trees, and greenery from wreaths and garlands shall not be considered yard waste and shall be disposed of as refuse, unless the composting facility will accept it.
- (d) “Household Construction and Demolition Debris”: or “Debris” shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including, but not limited to drywall, plywood, and paneling pieces, lumber, and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials. Such debris shall conform to the following; loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight or in bundles not exceeding two (2) feet in diameter, four (4) feet in length and fifty (50) pounds in weight. Materials not conforming shall not be considered as Household Construction and Demolition Debris, and shall be subject to special collection requirements as specified in Section 29.
- (e) “Curbside”: shall mean adjacent to the street pavement, alley pavement and within five feet thereof.
- (f) “Large Household Item” (also known as “bulk item”) shall mean any discarded and unwanted furnishings and large household appliances excluding “White Goods”, including, but not limited to; pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas, and similar furniture.
- (g) “Approved Container” shall have different meanings as follows:
- (i) For the purposes of refuse collection an Approved Container shall mean one (1) plastic bag or watertight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) gallons in capacity and fifty (50) pounds in weight, containing Refuse or Household Construction and Demolition Debris as herein defined, securely tied or closed in such a fashion so as to prevent the littering, leaking, or scattering of Refuse or debris; or one (1) Contractor supplied fixed-lid ninety five (95) gallon cart unit with wheels.

(ii) For the purposes of Yard Waste collection, an Approved Container shall mean one (1) biodegradable two-ply, fifty (50) pound wet-strength Kraft, or similar, paper bag designed for Yard Waste collection not to exceed thirty-two (32) gallons in capacity and fifty (50) pounds in weight, containing ‘Yard Waste’ as herein defined or one (1) water-tight metal or plastic reusable waste container with handles, no larger than thirty-two (32) gallons in capacity or fifty (50) pounds in weight and clearly marked ‘Yard Waste.’

(iii) For purposes of recycling collection, an Approved Container shall mean a Contractor supplied fixed-lid sixty five (65) gallon cart unit with wheels. These carts will have a recycling label on the top of the lid.

(h) “Disposal Unit” shall have different meanings as follows:

(i) For the purposes of refuse collection a “Disposal Unit” shall mean one (1) securely tied bundle of Refuse of debris which is not placed in a container that does not exceed two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight; or one (1) single miscellaneous or odd-shaped item of Refuse or debris that does not exceed fifty (50) pounds in weight. A Large Household Item as is herein defined in is to be considered a Disposal Unit and collected with the regularly scheduled refuse collection, provided it can be safely loaded by one person in a standard garbage truck without assistance.

(ii) For the purposes of Yard Waste collection, a “Disposal Unit” shall mean one (1) securely tied bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length, with individual branches no larger than three (3) inches in diameter and is manageable by one (1) person.

(iii) For purposes of “White Goods” collection, a “Disposal Unit” shall mean a “White Good” as defined in Sub-section (q) below that can be loaded in a truck by one (1) person without assistance.

(i) “Refuse Cart” shall mean a Contractor supplied fixed-lid ninety five (95) gallon cart unit with wheels. A refuse cart, larger than thirty-two (32) gallons, which is not supplied by the Contractor, is not an Approved Container.

(j) “Disposal Facility” shall have different meanings as follows:

(i) In Section 12, it shall mean the particular type of disposal site or facility designated in its sub-section.

(ii) In Section 41, it shall mean a transfer station licensed by the State of Illinois.

(k) “Hazardous Waste” includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable law.

- (l) "Holidays" For the purpose of this Contract, the following holidays shall be deemed official holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (m) "Non-conforming Residential Units" shall mean residential units in multi-family buildings with four (4) or more units and residential units in buildings with commercial, institutional and industrial uses.
- (n) "Rear Door Service" shall mean the collection of Refuse in a 95 gallon Cart from a location near the rear door of a Residential Unit. Large Household Items, White Goods, and Household Construction and Demolition Debris shall be placed at the curbside for collection.
- (o) "Residential Unit" shall mean a single-family residential structure or a dwelling unit in a multiple family residential building up to and including three (3) dwelling units. Dwelling units in buildings with commercial, institutional or industrial uses are not considered a "Residential Unit."
- (p) "Unacceptable Waste" (also known as "Excluded Waste") is Hazardous Waste, Special Waste, Electronic Waste, pathological and medical waste as defined by applicable law or regulation, large dead animals (equal or greater than ten (10) pounds), large automobile parts, automobile or other tires, and any other material, which cannot by law or regulation be disposed of an Illinois sanitary landfill or requires a special permit or approval from state or Federal authorities for disposal. "Yard Waste" and "White Goods" as defined by applicable law are not "Unacceptable Waste."
- (q) "White Goods" shall mean all ranges, refrigerators, water heaters, freezers, air conditioners, humidifiers, stoves, clothes dryers, dehumidifiers, ovens, dishwashers, water coolers, heat pumps, chillers, furnaces, boilers, as defined as such by the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*).
- (r) "Electronic Waste" shall mean all televisions, monitors, printers, computers, electronic keyboards, facsimile machines, videocassette recorders, portable digital music players, video game consoles, small scale servicers, scanners, electronic mice, digital convertor boxes, cable receivers, satellite receivers, digital video disc recorders or any other electronic devices banned from landfill disposal by the State of Illinois pursuant to the Illinois Electronic Recycling and Ruse Act (P.A. 95-0959), as amended.
- (s) "Recycle Cart" shall mean a Contractor supplied fixed-lid sixty five (65) gallon cart unit with wheels. A recycle container, larger than thirty-two (32) gallons, which is not supplied by the Contractor, is not an Approved Container.

**Section 3: Exclusive Contractor:** The Contractor shall be the exclusive Refuse, Recycling and Yard Waste Contractor for attached and detached single family, two and three family residences within the Village.

**Section 4: Contractor Performance:** The Contractor shall be responsible for all of its obligations under this Contract and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of each Approved Container and/or Disposal Unit of Refuse, including Large Household Items, and Yard Waste, and make all of the necessary arrangements

for the delivery of all Recyclables and White Goods to a processing facility (“Work”). The Contractor may, at its option, contract separately with businesses, institutions, and agencies for collection service outside the scope of this Contract, providing that such operations shall not interfere with the satisfactory performance of the Work required under this Contract or increase the collection and disposal costs or any other charges or fees (e.g., fuel adjustment surcharge) payable by the Village. The Contractor shall not be obligated to collect and dispose of Refuse or Yard Waste or collect Recyclables from Non-conforming Residential Units except when authorized and paid by the Village.

**Section 5: Rates Established:** The Contractor agrees to perform all of the Work described in this Contract and comply with the terms herein for the sums listed in **Exhibit 1**.

**Section 6: Taxes:** The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Contractor in connection with the Contractor’s facilities and the Work performed by the Contractor pursuant to this Contract.

**Section 7: Permits and Fees:** The Contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the Work, to be performed by the Contractor pursuant to this Contract and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the Village, including inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this Contract.

**Section 8: Insurance:** The Contractor shall at all times during the pendency of this Contract maintain in full force and effect Employer’s Liability, Worker’s Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. Certificates, copies of which are incorporated herein by reference as **Exhibit “2”** hereto and made a part hereof, shall be furnished by the Contractor to the Village prior to the Contractor entering upon the performance of said Contract. The Contractor shall carry the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in at least the limits specified below:

during the term of this Contract	Worker’s Compensation	Statutory as amended from time to time
	Employer’s Liability	\$3,000,000.00 per accident
	Comprehensive General Liability	\$5,000,000.00 each occurrence
	(Bodily Injury, Personal Injury & Property Damage)	\$5,000,000.00 aggregate
	Automobile Liability	\$5,000,000.00 combined single limit
	(Bodily Injury and Property Damage) Automobile	
	Excess Umbrella Liability	\$5,000,000

t, the Village, its appointed and elected officials, officers, employees, and volunteers (the “Village Affiliates”) shall be included as additional insureds on all insurance policies and in its endorsements and on its certificates, except for Worker’s Compensation. All insurance policies shall be written with insurance companies licensed or authorized to do business in Illinois and having a rating not less than A”, as described in the AM Best Rating Guide.

The Contractor’s policy or policies of insurance shall specifically recognize and cover the Contractor’s indemnification obligations under this Contract, and shall contain cross-liability coverage. Said insurance shall provide that the insurance provided by the Contractor 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 Contractor’s insurance.

All Certificate(s) of Insurance shall be supplemented by a Notice to Others Endorsement that will provide for thirty (30) days prior written notice to the Village of any cancellation.

In the event of the cancellation of any insurance policy required herein (without reinstatement), or upon the Contractor's failure to procure said insurance, the Village shall have the right to immediately terminate this Contract. The insurance coverage of the Contractor shall be primary to the Village's own insurance.

**Section 9: Performance Bond:** The Contractor shall furnish a Performance Bond for the faithful performance of this Contract, said performance bond to be executed by a responsible surety company rated A or better by Best's Insurance Reports. The bond shall be in a penal sum of Three Hundred Fifty Thousand Dollars (\$350,000). The performance bond shall be conditioned on the faithful performance by the Contractor of its obligations under this Contract and full compliance with all applicable laws, ordinances and regulations. Said performance bond shall indemnify and reimburse the Village for any loss or costs incurred to secure the performance of the Work covered by this Contract by an another contractor or litigation brought to enforce the terms of this Contract and any reasonable administrative fees and legal fees and litigation expenses arising out of or resulting from any breach or failure of performance by the Contractor.

**Section 10: Indemnity:** The Contractor shall indemnify, defend, save, and hold harmless the Village, individually and collectively, the Village Affiliates, from any and liability, losses, costs, expenses, demands, taxes, claims, damages, settlements, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind or nature whatsoever, that the Village or the Village Affiliates may suffer, incur, sustain, or become liable for, on account of any injury to or death of any of the Village Affiliates, or injury or death to any other person, or damage to or injury to any real estate, or personal property, or any other damages claim, in any way resulting from or arising out of any act, omission or performance of the Work by the Contractor or any of the Contractor's its agents, employees, or any subcontractors under this Contract,, to the extent of the negligence or willful misconduct of the Contractor, employee, agent, any subcontractor, anyone directly or indirectly controlled by them or anyone for whose acts of them may be liable.

The Contractor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other litigation expenses of the Village and the Village Affiliates arising there from or incurred in connection with any matters covered by this indemnity provision.

The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor and the Village Affiliates, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village and the Village Affiliates, and to pay expenses and damages of any kind as herein provided. Notwithstanding the foregoing, the Contractor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the Village or the Village Affiliates.

**Section 11: Hours and Standards of Collection:** The Contractor shall not commence Work before 6:00 AM and shall cease collection by 6:00 PM. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the Work within this period, irrespective of adverse conditions, breakdowns, or similar hindrances. The Contractor's crews shall endeavor to work as little noise, disturbance, and disruption to residents as possible.

The Contractor shall be responsible to collect all Refuse, Recyclables, Yard Waste and White Goods from an alley or curbside point of collection as designated by the Village. The Contractor shall

place a sticker on any item(s) not collected indicating the reason why it could not be collected. Residents shall be responsible for placing Disposal Units close to the curb or alley so that they are easily accessible to the Contractor's employees.

The Contractor shall return all Approved Containers at each stop to the general location at which they were found, except that bins shall not be placed in the middle of driveways, in driveway aprons, or near the curb in such a manner as to risk their blocking the sidewalk, falling into the street or being hit by a vehicle.

The Contractor shall handle all Approved Containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto Village parkways, premises, curb-and-gutter, streets or alleys shall be immediately cleaned up in a workmanlike manner. The Contractor shall not be responsible for collecting or cleaning up Refuse, Recyclable Materials, or Yard Waste litter that has blown, fallen, leaked or been scattered from containers onto private property or roadways.

**Section 12: Proper Disposal and Processing:** Proper disposal and processing shall include:

- (a) General Requirements: The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County, and local laws, ordinances, and regulations. The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse and yard waste to a disposal site, and shall be responsible for the payment of all disposal fees for refuse and yard waste. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to the respective processing facility designated by the Contractor.

All Refuse and Yard Waste collected shall be removed from the Village as soon as the materials are collected, but in any event, no later than 6:00 PM on the date of collection. The Refuse and Yard Waste shall be disposed of and the recyclables taken to the facility designated by the Contractor, except as provided for in Section 41 of this Contract.

- (b) Disposal of Refuse: Throughout the term of this Contract, the Contractor shall own, co-own, rent, lease, control, or otherwise have access to a properly licensed and permitted disposal site of sufficient capacity for the disposal of Refuse. The Contractor shall be solely responsible for compliance with all Federal, State, County, and local laws, ordinances, and regulations governing the disposal of Refuse at such a disposal site. Upon request of the Village, the Contractor shall furnish evidence of arrangements assuring availability of adequate capacity for disposal of Refuse collected under this Contract. The Village reserves the right to visit and inspect such facilities with reasonable notice.
- (c) Yard Waste Requirements: Throughout the term of this Contract, the Contractor shall own, co-own, rent, lease, control, or otherwise have access to a Yard Waste composting or other authorized Yard Waste disposal facility of sufficient capacity for the disposal of Yard Waste. The Contractor shall be solely responsible for compliance with all Federal, State, County, and local laws, ordinances, and regulations governing the disposal of Yard Waste at such a Yard Waste disposal facility.

Upon request of the Village, the Contractor shall furnish evidence of arrangements assuring availability of adequate capacity for disposal of Yard Waste collected under this Contract. The Village reserves the right to visit and inspect such facilities with reasonable notice.

- (d) **Recycling Requirements:** Throughout the term of this Contract, the Contractor shall deliver all Recyclables collected in the Village to the facility designated by the Contractor.

The Contractor shall be responsible for payment of all necessary fees that may be charged by the processing facility or other site designated by the Contractor.

- (e) **Revenues from Recyclables:** The Contractor will retain Recycling revenues paid to the Contractor. The Contractor, at its sole expense, shall provide an in-mold recycling label on top of each Recycle Cart. The Contractor will work with the Village on other forms of recycling education.

**Section 13: Missed Pick-ups:** The Contractor shall promptly investigate and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the Village agree to jointly establish reasonable administrative regulations for the investigation and resolution of alleged missed pick-ups. The Contractor shall maintain a daily log of complaints received. A copy of these complaints and their resolution shall be given to the Village as frequently as requested by the Village.

**Section 14: Contractor Offices and Points of Contract:** The Contractor shall establish and maintain an office through which it may be contacted directly, where the public and Village personnel may call in or send inquiries and complaints, and where the public and Village personnel may send and receive instructions. The office shall be equipped with sufficient telephones, and shall have a responsible person in charge during collection hours. This service shall be operated between the hours of at least 8:00 AM to 5:00 PM, Monday through Friday, except during holidays as listed in Section 2 or as otherwise directed by the Village. The telephone service shall be a local exchange or on a toll-free basis. The Village will publicize the customer service telephone number (s) of the Contractor. In addition, a telephone number, which the Contractor may be reached after regular hours shall be provided to the Village for use by Village personnel.

The Contractor shall assign a specific route manager to the Village who shall serve as a contact to Village staff in resolving issues. The route manager shall provide the Village with a cell phone number, which may be used to contact them.

The Contractor shall also notify the Village of its designated contact person (s) for the purposes of obtaining instructions, answering inquiries, and resolving complaints. Such person (s) shall be available to discuss, and if necessary, meet with Village personnel to resolve problems.

**Section 15: Dispute Settlement:** Where any dispute arises between a resident and the Contractor, as to the manner or placing of Approved Containers for collection or preparation of Recyclable Materials, or any matter arising under this Contract and the Contractor is unable to resolve a complaint within seventy two (72) hours after receipt of a complaint, written notice shall be delivered to the Public Works Director with the name and address of the resident, date and time of the complaint, nature of the complaint and the Contractor's response. The Village Public Works Director shall intervene, mediate the dispute and render a final binding decision.

**Section 16: Employees and Conduct:** The Contractor shall undertake to perform all collection and disposal services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this Contract; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.

The Contractor shall prohibit any drinking of alcoholic beverages or use of any controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty, or in the course of performing their duties under this Contract.

In the event that any of the Contractor's employees are deemed by the Village to be unfit or unsuitable to perform the services under this Contract as a result of intoxication, drug use, or by virtue of abusive or obnoxious or incompetent behavior, then, upon the formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

The Contractor's drivers and crewmembers shall be attired at all times in a neat, professional manner. All permanent collection employees shall be required to wear a work uniform. Said uniform shall include a shirt or jacket that clearly indicates that the employee is employed by the Contractor.

All vehicle operators shall carry valid driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

**Section 17: Vehicles and Equipment:** All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on Village streets, which leaks any fluids from the engine or compacting mechanism. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor, a local phone number, and vehicle identification number that is clearly visible on both sides.

All vehicles shall be fully enclosed, leak-proof, and operated in such a way that no Refuse, Recyclables, or Yard Waste leaks, spills, or blows off the vehicles. Should any Refuse, Recyclables, or Yard Waste leak, spill, or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close openings, or due to failure of any mechanism, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the Village, the Village may clean up same, and the Village may bill the cost to the Contractor for services rendered. Drain plugs, if available, shall be kept closed, except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request of the Village.

Refuse, Recyclable, and Yard Waste shall not be commingled, unless the Contractor gets written permission from the Village to commingle.

**Section 18: Safety:** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work of this Contract. The Contractor and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970, as amended. Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and work safety training. In the event of accidents of any kind, which involve the Contractor, its employees or its vehicles or equipment in regard to the general public and/or private or public property or private or public vehicles in the Village, the Contractor shall immediately notify the Village Manager as well as the Police Chief. Upon the request of the Village, the Contractor shall provide such accounting of details and/or copy of written accident report as the Village may require.

**Section 19: Damages:** The Contractor shall take all necessary precautions for the protection of public or private property and personal safety. The Contractor shall be responsible for damages on public

or private property resulting from careless operation of vehicles or equipment or careless handling of any Approved Container. All property which suffers damage caused by the willful misconduct or negligent acts or omissions of Contractor, including, but not limited to waste receptacles, sod, mailboxes, or recycling bins, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner.

Notwithstanding the foregoing, the Contractor shall not be responsible for any damage to the pavement, curbing or other driving surfaces resulting from the weight of vehicles used in providing the services, except for damage caused by the negligence or willful misconduct of the Contractor.

**Section 20: Non-Performance; Default:** If the Contractor fails to observe the established schedule of service for more than five (5) working days, or otherwise fails to substantially perform any of its obligations under this Contract, following written notice of such failure, the Village may take such steps as are necessary to furnish services according to the collection requirements provided for in this Contract. The Contractor shall be liable for any and all reasonable costs of such steps from the date of the notice of default.

The Village shall further reserve the right to terminate this Contract as provided by Section 23.

**Section 21: Force Majeure:** Neither the Village nor the Contractor shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to acts of God, wars, strikes, walkouts, fires or natural calamities.

**Section 22: Non-Assignment:** The Contractor shall not assign or subcontract this Contract of the Work, or any part thereof, to another person, firm or corporation without the prior written consent of the Village. However, the Contractor may perform its obligations under this Contract through its subsidiaries, divisions or an affiliate company under a common parent company. The contract may be assigned to the Contractor's parent company or any of its wholly owned subsidiaries. Should the Village give written consent for an assignment, said assignment shall not relieve the Contractor, or its subcontractor or agents, from its obligations or change the terms of this Contract.

**Section 23: Right to Terminate:** This Contract will remain in force for its term and any extensions. However the Village shall have the right to terminate this Contract sooner if the Contractor has failed to satisfactorily perform the Work required. In the event that the Village decides to terminate this Contract for failure to perform satisfactorily, the Village shall provide the Contractor with at least thirty (30) days written notice before the termination takes effect. Such thirty (30) day period shall commence upon the mailing of notice by the Village. If the Contractor fails to cure the default within the thirty (30) days specified in the notice the Contract may be terminated by the Village. At the option of the Village, the Contractor may be given additional time to cure the defaults. Except as otherwise directed by the Village, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the Village) the Contractor shall stop work as directed by the Village on the date specified in the notice and neither the Village nor residents shall incur any liabilities. At the Village's option, in the event of default, the Village may demand that the Contractor appear before the Village President and Board of Trustees to discuss the default.

**Section 24: Collection from Village Facilities:** The Contractor shall provide, at no cost to the Village, regularly scheduled Refuse, Yard Waste and Recyclable materials collection, including the furnishing of standard Approved Containers to all Village municipal facilities. The Village agrees to provide the Contractor with a list of the Village municipal facilities that will require a dumpster and shall update the list as needed. Disposal of Construction and Demolition Debris and Disposal Units larger than eight (8) cubic yards, including roll offs, are excluded from this provision.

The Contractor shall waive fees and costs associated with providing Refuse and Recyclable material service to up to three (3) Village-sponsored festivals per year. Each festival shall be designated in writing and last a maximum of three (3) days.

The Contractor agrees to accept and dispose of at no charge to the Village, twelve (12) dump truck loads of Refuse from the Village's Public Works Department each calendar year, up to twenty (20) total tons, provided that the Village transports the waste to such disposal facility as directed by the Contractor, unless the Village has directed the disposal of waste to a non-Contractor transfer station as provided for in Section 41 of this Contract.

**Section 25: Public Information:** The Contractor shall produce an informational booklet describing service under the Contract. The contents of the booklet shall be subject to the approval of the Village. The brochure or enclosed resident letter shall provide information on Refuse and Yard Waste disposal and Recycling. The Village shall distribute this booklet with its village newsletter or otherwise at its discretion. Should the Contractor and the Village agree to modify the method of preparation for recyclable materials, the Contractor shall be responsible for notifying each Residential Unit regarding modifications in the recycling program.

**Section 26: Christmas Tree Collection:** The Contractor shall provide for the collection for Christmas trees for a two (2) week period in January, the specific weeks as agreed upon by the Village and Contractor. The Contractor agrees to perform this once a year service at no charge to either the Village or customers during the entire term of this Contract. In addition, the Contractor shall collect Christmas Trees from curbside locations on its standard schedule after the two week period provided it can dispose of these materials with refuse.

Section 27: RESERVED.

**Section 28: Skip Outs:** In order to protect public health, safety and welfare, the Contractor shall collect Refuse and Yard Waste from the curbside that is not prepared in Disposal Units due to unusual circumstances, such as evictions and "skip outs." The Contractor may bill the property owner. The Village shall assist the Contractor in identifying the property owner for this purpose.

**Section 29: Special Pick-Ups:** Any residents wanting to dispose of Household Construction and Demolition Debris or large quantities of Refuse or Yard Waste shall have the ability to obtain competitive prices for such services from local based Contractors and select any Contractor they desire to perform such services. The resident will be responsible for the payment of said services and all such arrangements shall be made between the hauler and the resident. The decision of any Village resident to hire a private hauler for special pick-ups shall have no effect on the terms of this Contract.

**Section 30: Natural Disaster Cleanup:** The Contractor shall, upon request of the Village, provide refuse collection services for natural disasters including, but not limited to, flooding and other significant storm events. The value of natural disaster cleanup services provided at no cost to the Village shall not exceed Three Thousand Dollars (\$3,000) per year. Any portion the Village does not use shall "rollover" for use the following year. The maximum value of natural disaster cleanup services in any one year shall not exceed Six Thousand (\$6,000). Notwithstanding the above, the Contractor may request that the Village seek reimbursement for the Contractor from federal, state, county or other authorities for these amounts.

**Section 31: Change in Service:** If the Village elects to change the type of service provided during the term of this Contract, including, but not limited to, type of material collected, method of handling, and/or method of collection, the Village shall have the option to initiate the change in service by serving

written notice to the Contractor at its designated place of business at least sixty (60) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate in good faith the terms, frequency, and prices of such change in service after such written notice is served, unless such pricing options were submitted in the Contractor's original proposal, in which case those options may be implemented with a minimum of sixty (60) days notice. Such modifications shall be contained in a written Contract amendment executed by the parties.

**Section 32: Change in Law:** The Contractor 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 or the cost of its services in accordance with the provisions of this Contract. If, during the time this Contract is in effect, any significant State or Federal regulatory change in the manner of collecting, hauling, recycling and disposing of Refuse, Recyclable Materials, Yard waste or White Goods as set forth in this Contract is imposed on the Village, its residents and refuse hauling Contractor, then at the Village's or the Contractor's election, the provisions of this Contract that are affected by these changes may be renegotiated. The Contractor and Village agree to negotiate in good faith relating to the services affected by the change in law.

Change in Significant Regulatory Law Affecting Contract: "Change" shall mean, but not be limited to, any significant regulatory change in the county, state or federal laws, ordinances, regulations or interpretations thereof by the governmental agency charged with the enforcement thereof that has a significant impact on the Refuse waste removal (including recycling) or the cost of its services in the Village.

**Section 33: Data Collection and Reporting:** The Contractor shall collect and maintain accurate data, records, and receipts, and shall report to the Village the following data:

- (a) Total weight of Refuse collected per month
- (b) Total weight of Yard Waste collected per month
- (c) Total weight of Recyclables collected per month, name and location of the Material Recovery Facility and tipping fee savings.

The Contractor shall deliver quarterly reports containing the above information to the Village no later than fifteen (15) days after the close of the month. At the request of the Village, reports shall follow a format prescribed by the Village.

The data shall be used for purposes including, but not limited to, publicizing recycling participation rates and quantities and other statistics to residents; and documentation of amount of Village waste generation, diversion, and recycling or other reporting requirements as may be required by the State of Illinois, Cook County, or other agencies during the term of this Contract.

All reports, data and information, once supplied to the Village shall become the property of the Village.

**Section 34: Day(s) of Collection:** All collections shall be provided on a four-day a week, Monday, Tuesday, Wednesday, Thursday pick-up schedule in order to establish a uniform Refuse, Yard Waste and Recyclable collection throughout the Village. Should any "Holiday" listed in Section 2 fall on a collection day or on a Sunday before a regularly scheduled collection day during a holiday week, the collection of that day shall be rescheduled to the following day.

The Contractor may, during the term of this Contract propose to the Village changes in days of collection. Upon the Village's approval of proposed changes, the Contractor shall, at its sole cost and

expense, give adequate and written notice to the affected Residential Units in a manner approved by the Village in its sole discretion. Should there be a change in the service schedule, all collection services provided to a Residential Unit found in Section 35 shall be provided on the same day of the week.

**Section 35: Collection Program:** The collection program contemplated by this Contract shall encompass the following:

All Residential Units located within the Village shall be provided with weekly Curbside collection and disposal of Refuse, including Large Household Items, at the prices established in **Exhibit 1**.

All Residential Units located within the Village shall be provided with weekly Curbside collection and proper disposal of all Yard Waste at the prices established in **Exhibit 1**. Weekly Yard Waste collection shall begin each year no later than April 1 and end on November 30 of that same year.

All Residential Units located within the Village shall receive weekly collection of all Recyclable Materials at the prices established in **Exhibit 1**.

All Residential Units located within the Village shall receive weekly Curbside collection of White Goods. The price of this service is included in the price for Recyclable Materials collection established in **Exhibit 1**.

The collection of Refuse, Large Household Items, Yard Waste, Recyclable Item and White Goods that are the result of retail, on or off site construction or other trades, other commercial activities or any Household Construction and Demolition Debris brought to a Residential Unit from off-site construction or demolition activities, are not included in the aforementioned services but may be disposed of as a Special Pickup as found in Section 29 or by private agreement,

All households receiving the aforementioned services shall be required to prepare all materials for collection into Disposal Unit(s). Disposal Units shall be placed next to an Approved Container. The Contractor shall be required to collect properly prepared Disposal Units and take all Recyclables to the recyclables processing facility only.

The Contractor shall provide the following services for residents for the term of this Contract:

- (a) *“Refuse” Service*, The collection of the contents of one (1) 95-gallon refuse cart and up to two (2) cubic yards of additional material set out for collection in Approved Containers or Disposal Units, including Refuse, and two (2) *“Large Household Items”*, and *“Debris.”*
- (b) *“Yard Waste” Service*, The collection of yard waste set out for collection in Approved Containers or Disposal Units.
- (c) *“Recyclable Materials” Service*, The collection of the contents of one (1) 65-gallon recycle cart, or for cardboard, near an Approved Container.
- (d) *“White Goods” Service*, The collection of White Goods set out for collection near an Approved Container.

For any service to be performed under this Contract, the charge shall not exceed the rates as fixed by the Contract. For items not otherwise provided for by this Contract, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the customer for collection and disposal into a landfill or processing facility in accordance with Section 29, Special Pick-ups. This shall include construction and demolition debris and move-in, move-out clean-up, among other items. Such services shall be by advance arrangement with the

Contractor at the customer's request. Payment shall be made directly by the customer to the Contractor. The Contractor shall not be required to collect Unacceptable Waste.

**Section 36: Title to Refuse, Yard Waste, and Recyclables:** Title to all Refuse, Yard Waste, Recyclables and White Goods shall pass to the Contractor when the materials are placed into the collection vehicle. Contractor may, in its sole discretion, reject any Unacceptable Waste. If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact the Village and the Village shall take appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of. When Unacceptable Waste is discovered before collection, the Contractor shall place a self-adhesive "SORRY NOTE" on the Unacceptable Waste or container stating the reason the Waste was not collected. "SORRY NOTES" shall be provided by the Contractor at the Contractor's own cost. Title to Unacceptable Waste shall remain with the generator and at no time pass to the Contractor. In the event any Unacceptable Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all applicable laws and charge the depositor or generator of such Unacceptable Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Unacceptable Waste. The Village shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Unacceptable Waste and to collect the costs incurred by Contractor in connection with such Unacceptable Waste. Subject to the Village providing reasonable assistance to Contractor as set forth herein, Contractor shall release the Village from any liability for any such costs except to the extent that such Unacceptable Waste is determined to be attributed to the Village.

In the event that the Village should exercise its option to terminate the Contractor's disposal obligations found in this Contract in accordance with Section 41, Change in Disposal Facility thereafter title to Refuse shall not pass to the Contractor and, for purposes of this Contract, shall remain with the Village.

**Section 37: Roll off Containers:** The Contractor shall provide the Village with roll off containers for Refuse, Construction and Demolition debris, and Yard Waste as requested by the Village. The Contractor shall bill the Village on a per load basis at the rates established in **Exhibit 1**. The rates for roll off loads for the disposal of materials that cannot be disposed of at an Illinois sanitary landfill, such as tires and "white goods" or cannot be disposed of at an Illinois sanitary landfill without a specific permit will be as negotiated between the Village and Contractor.

**Section 38: Refuse Carts and Recycling Carts:** The Contractor, at its cost, will supply each Residential Unit with a 95-gallon Refuse Cart and a 65-gallon Recycling Cart at no charge to the Residential Unit.

Within five (5) days of the commencement of this Contract, the Village shall provide the Contractor with a list of Residential Units subject to this Contract, in the form of a list of street addresses with Residential Units, and the number of Residential Units at each address. The Contractor shall, within thirty (30) days of receipt of such list, supply each Residential Unit with a new 95-gallon Refuse Cart and a 65-gallon Recycling Cart.

The Contractor, at its cost, shall replace damaged or broken Refuse Carts and Recycling Carts and provide any new Residential Unit with a Refuse Cart and Recycling Cart. Said Refuse Carts and Recycling Carts distributed by the Contractor during the term of this Contract or in the past shall be the property of the Contractor.

**Section 39: Additional Refuse Carts and Recycling Carts:** The Contractor will provide an additional Refuse Cart, other than the one (1) Refuse Cart provided to the resident at no charge per Section 38 above, for rental to residents by separate Contract between the customer and the Contractor according to the rates listed in **Exhibit 1**. The customer may cancel without penalty, the mutual Contract with the Contractor for Refuse Cart rental for any reason, provided that the customer notifies the Contractor in advance of the last date of desired service. After cancellation of the Refuse Cart rental, the Contractor shall refund any unused balances.

Upon request of a resident, the Contractor shall provide an additional Recycling Cart, other than the one (1) Recycling Cart provided to the resident at no charge per Section 38 above, for rental to residents by separate Contract between the customer and the Contractor according to the rates listed in **Exhibit 1**. The customer may cancel without penalty, the mutual contract with the Contractor for Refuse Cart rental for any reason, provided that the customer notifies the Contractor in advance of the last date of desired service. After cancellation of the Refuse Cart rental, the Contractor shall refund any unused balances.

The resident shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume) or alter the equipment. Should the resident damage a Refuse Cart or Recycling Cart, the resident shall pay for a replacement Refuse Cart or Recycling Cart. The Contractor may require a security deposit, not to exceed its own cost, to replace damaged or missing Refuse Carts and Recycling Carts.

However, if the Refuse Cart or Recycling Cart supplied by the Contractor is damaged by the Contractor's actions, where a Cart or Cart lid is damaged by animals or through other natural causes, or is otherwise defective, the Contractor shall be responsible for the replacement cart, bin or other disposal unit, at no cost to the resident. Damaged Carts shall be replaced by the Contractor within one (1) week of notification of the need for replacement, provided the damaged Cart is placed at the curbside for pick-up/exchange. Each Disposal Unit left for collection must weigh no more than 50 pounds and be liftable by one person.

During the term of this Contract, the Village may elect to provide for the rental of Refuse and Recycling Carts through this Contract. Should the Village elect to provide the rental of Refuse or Recycling Carts through the Contract; the Contractor shall provide the Village with a list of bins rented to Residential Units and cease billing them. The Contractor shall provide additional Refuse and Recycling Bins at the request of the Village. The Village shall retain \$1.00 of the monthly rental fee found in **Exhibit 1** for billing and administration.

**Section 40: Rear Door Service:** The Contractor shall provide Rear Door Service at the ground level for one Refuse Cart on the written request of a resident. In addition to Village charges, residents shall be billed quarterly at the monthly rate found in **Exhibit 1**. Residential Units selecting this service shall be required to put all other materials at the curbside for collection by the Contractor.

**Section 41: Change in Disposal Facility:** For the term of this Agreement, the Contractor shall transport and deliver all Refuse, including Large Household Items, collected under this Contract to its transfer station located within the Village. The Village, in its sole discretion, reserves the right to direct that Refuse, including Large Household Items, collected under this Contract be delivered to a transfer station designated by the Village. In the event that the Village elects to direct the delivery of Refuse to a transfer station other than one owned or operated by the Contractor ("non-Contractor transfer station"), it shall provide the Contractor with written notification of the Village's direction to change transfer stations at least one hundred twenty (120) days in advance of the effective date. Should the Village direct the disposal of Refuse to a non-Contractor transfer station, the Contractor shall discontinue billing the Village

for Refuse disposal on the effective date of the notice and the Contractor's obligations to provide disposal at the Contractor's expense shall be terminated. The Contractor shall remain obligated for the disposal of Yard Waste and any costs of the processing of Recyclable materials and White Goods.

Should the Village direct the delivery of refuse to a transfer station outside of the Village of Maywood or an adjoining municipality and if this designation results in an increase the Contractor's cost of Refuse collection by five (5) percent or more, the Village agrees to negotiate an equitable rate adjustment with the Contractor for those additional costs.

**Section 42: Disposal Fee Adjustment:** The Contractor will charge the Village a per ton disposal rate listed on **Exhibit "1"**. This price will be charged monthly based upon the amount of Refuse collected in the Village for stated service month invoiced. The Contractor will provide upon request scale ticket receipts to ensure accurate invoicing. The Disposal Fee will be adjusted annually based upon **Exhibit "1"**. Example: If 6,000 tons are collected in the first year of the Agreement, the Village would be charge at a rate of \$46.10 per ton for an annual disposal fee of \$276,600. The charge for monthly disposal services contain in the Contractor's monthly invoices for collection and disposal services will fluctuate based upon the amount of actual Rcollected under this Agreement.

**Section 43: Meeting and Performance Review:** The Contractor shall work cooperatively throughout the term of the Contract with the Village to address and minimize complaints from residents and to resolve any issues/problems/concerns of the Village. Contractor's representative(s) shall attend one Legal, License and Ordinance Committee meeting or Board of Trustees meeting each year in April, or at such other time(s) as determined by the Village, to provide the Board and residents an opportunity to discuss any performance issues or concerns in a public setting. Contractor's route manager/supervisor of the Maywood Contract shall be one of the representatives at such meeting if requested by the Village. In addition, Contractor's representative(s) shall meet with Village staff at least twice a year to discuss Contractor's performance and any ongoing issues.

**Section 44: Fuel Adjustment:** In the event that the average cost of diesel fuel for a period beginning September 1<sup>st</sup> and ending November 30th in any calendar year exceeds four dollars (\$4.00) per gallon (hereinafter referred to as 'Fuel Threshold') during the term hereof, (hereinafter referred to as the "Fuel Expense Increase"), Contractor may, at any time after verification of said Fuel Expense Increase, provide the Village with a written request for an increase in the monthly charges for the collection, removal and disposal of Refuse, Recyclables and Yard Waste imposed hereunder (hereinafter the "Fuel Request"), effective on April 1st. Any such Fuel Request shall be in writing and shall provide, in detail, the following information:

- (a) The calculations relative to the price per gallon for diesel fuel during the period of September 1<sup>st</sup> through November 30th;
- (b) calculations demonstrating how the Fuel Expense Increase impacts the cost of the services being provided by Contractor hereunder; and
- (c) the proposed revised monthly charges as a result of the Fuel Expense Increase provided, however, that if the parties are unable to reach an Contract as to the amount of any increase then either party may cancel the is Contract upon 90 days notice to the other party.
- (d) Within thirty (30) days of the receipt of any such Fuel Request, the Village and Contractor shall meet to discuss the Fuel Request, and determine what revisions, if any, should be made to the monthly charges as a result of the Fuel Expense Increase. In regard to said Fuel Request, the Village may request, and Contractor shall provide in response thereto, additional documentation or information that the Village deems necessary to assist in the Village's analysis of the Fuel Request. The approval of any increase in the monthly charges, as a result of any Fuel Request,

(hereinafter referred to as the “Fuel Increase”), shall be mutually agreed upon, which the Village agrees to exercise in a reasonable manner.

(e) In the event the average cost of diesel fuel, during the period beginning September 1<sup>st</sup> and ending November 30<sup>th</sup> immediately following a Fuel Increase is less than the Fuel Threshold, the monthly charges shall be adjusted to eliminate the Fuel Increase therefrom on the following April 1<sup>st</sup>.

**Section 45: Inspection By WCCSWA:** The Village reserves the right to call for inspection of the Contractor’s equipment and all operations within the Village by the West Cook County Solid Waste Agency (WCCSWA). Such inspection shall be in addition to any other rights of the Village to inspect set forth in this Contract.

**Section 46: Billing:** The Contractor shall submit a monthly invoice to the Village for services provided under the Contract at the rates established in **Exhibit 1**. Charges for Refuse collection, Landscape Waste Service, Recycling Service and Refuse Waste disposal shall be billed on a monthly rate basis. Charges for roll off containers and non-conforming Residential Units shall be billed on a unit charge basis. Payment shall be due within sixty (60) days of the invoice date and be made in the form of a check or electronic funds transfer. If Village utilizes a credit card for payment a two percent (2%) fee will apply to payment. The Contractor may charge interest on amounts due pursuant to this Agreement that exceed thirty (30) days past due in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).

**Section 47: Right to Require Performance:** The failure of the Village at any time to require performance by the Contractor of any specifications in this Contract shall in no way affect the right of the Village to enforce same nor shall waiver by the Village of any breach of specifications in this Contract be taken or held to be a waiver of any succeeding breach of such specifications in this Contract, nor be taken or held to be a waiver of any specification itself.

**Section 48: Non-Discriminating:** The Contractor, its employees and subcontractors, shall not commit unlawful discrimination and shall comply with applicable, provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

**Section 49: Prevailing Wage:** The Village has adopted an ordinance governing the prevailing rate of wages paid for work performed in Cook County as determined by the Illinois Department of Labor from time to time. All labor performed under the provisions of this Contract shall comply with the Illinois Prevailing Wage Act, to the extent such Act applies.

**Section 50: Federal, State, and Local laws:**

(a) **General Compliance:** The Contractor, and its employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate

and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago, and the Village of Maywood. The Contractor will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Work as a result of the Contractor's improper performance of, or failure to properly perform, any of the Work.

- (b) Employment of Illinois Workers on Public Works Act Compliance: To the extent required by law, the Contractor agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
- (c) Preference To Veterans Act Compliance: The Contractor will comply with the Preference to Veterans Act (330 ILCS 55).
- (d) Patriot Act Compliance: The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, their respective corporate authorities, and all of the Village's elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- (e) Additional Compliance Provisions: The Parties to this Contract shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Contract, including the following:
  - i) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Contract 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 have 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.

ii) 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)*

iii) 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, the Parties must maintain and make available to the other Parties, upon request, their public 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 FOIA. To facilitate a response by the Village to any FOIA request, the Contractor agrees to provide all requested public records within two (2) business days of a request being made by the Village. The Contractor agrees to defend, indemnify and hold harmless the Village and Village affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the Contractor's actual or alleged violation of the FOIA or the Contractor's failure to furnish all public records as requested by the Village. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor agrees to defend, indemnify and hold harmless the Village and its Affiliates, and agrees to pay all costs incurred by the Village connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the Contractor's request to utilize a lawful exemption.

(f) Contractor Representations:

i) No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the Village of Maywood, unless the Contractor 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.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Contractor has, in procuring this Contract, colluded with any other person, firm or corporation, then the Contractor shall be liable to the Village for any loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

ii) Conflict of Interest. The Contractor represents and certifies that, to the best of its knowledge: (1) no Village of Maywood employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement, neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the Term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

Section 51: Equal Employment Opportunity: In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by federal, state, county or local statute, ordinance or regulation. During the performance of this Contract, the Contractor agrees as follows:

- a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or any other protected class of persons listed under federal, state or county law, as amended; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
- b) That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
- c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

- d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- g) That it will include, verbatim or by reference, the provisions of paragraphs a through g of this Section 50 in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts, so that such provisions will be binding upon every such subcontractor; and that it will be binding upon every such subcontractor, and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such contractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this Section 50 by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section 52: Village Performance:** The Village agrees that it shall perform all of its obligations required by this Contract and comply with all reasonable requests of the Contractor which are made to implement the services which are the subject of this Contract or which facilitate the intent of the Contract.

**Section 53: Law to Govern, Venue, and Severability:** This Contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance. The invalidity of one or more of the phrases, sentences, clauses or subsections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of the Contract can be determined and effectuated.

**Section 54: Non-binding Arbitration:** Should a dispute arise between the Village and Contractor, over terms and conditions of this Contract, the parties may agree to submit said dispute to a board of three arbitrators, one appointed by the Village Manager, a second appointed by the Contractor

and a third appointed by said two arbitrators. Notwithstanding, nothing in this paragraph shall limit the rights of the parties in applying for judicial relief, after such arbitration has been concluded or attempted. The arbitrators' fees shall be paid by the parties in equal shares. No dispute, controversy or claim regarding any change in the fees, rates or structure thereof shall be subject to arbitration.

**Section 55: Bankruptcy:** If the Contractor shall at any time during the term of this Contract become insolvent, or if proceedings in bankruptcy shall be instituted by the Contractor or if proceedings in bankruptcy shall be instituted against the Contractor, or if the Contractor shall be adjudged bankrupt or a receiver of any property of the Contractor shall be appointed in any suit or proceedings brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, then in each and every case, this Contract and the rights and privileges granted hereby may, at the option of the Village, immediately cease and be forfeited and canceled.

**Section 56: Successors and Assigns:** This Contract shall be binding upon the parties, their successors and assigns.

**Section 57: Independent Contractor:** The Contractor shall be deemed to be an independent Contractor, solely responsible for the payment of its employees and the control of its employees and their work. The Contractor is solely responsible for compliance with all applicable Federal, State, and Local laws.

**Section 58: Notifications:** Official notifications, whenever required for any purpose under this Contract, shall be made in writing and addressed to the Village as follows:

Village of Maywood  
Village Manager  
40 W. Madison Street  
Maywood, Illinois 60153  
(708) 450-6300

If to the Contractor:

Lakeshore Recycling Systems, Inc.  
Attn: Vice President of Municipal Services  
500 Pearl Street  
Rosemont, Illinois 60018

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage and certification or registry fees full pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the third day after the date of the U.S.P.S. postmark.

**Section 59: Counterparts:** This Contract may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

**Section 60: Compliance With Freedom Of Information Act Requests:** Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract.

**Section 61: Contract Term:** The initial term of this Contract will be from April 1, 2022 to March 31, 2027.

At the mutual option of the Village and Contractor, the Contract may be extended for one or more five (5) year periods by either party giving notice of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such an extension. The terms and conditions as applicable to the initial term shall apply to the extended term except for pricing and such other changes as may be mutually agreed upon by the Village and Contractor.

**Section 62: Modified Volume Based Program Review:** Within the first eighteen (18) months of this Agreement, the Contractor and the Village will discuss and review a proposal prepared by the Contractor for a "modified volume based program". The modified volume based program would require pre-paid stickers to be affixed to additional waste outside the provided Refuse Cart. This program would require one or more pre-paid stickers to be affixed to the yard waste container or to kraft bags placed out for collection. Pricing for this program would be negotiated by the Parties and would allow for a new waste collection and disposal pricing program. In order to adopt and implement the modified volume based program, the Parties will have to reach mutually agreement on the terms of the program and then approve and execute an addendum to this Agreement.

**IN WITNESS WHEREOF,** the Village of Maywood has caused this Contract to be executed by its duly authorized officers; and, the Contractor has executed this Contract in its authorized corporate capacity as of the \_\_\_ day of \_\_\_\_\_, 2022.

Village of Maywood, an Illinois Municipal Corporation

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Authorized Agent

Attest: \_\_\_\_\_  
Village Clerk

Attest: \_\_\_\_\_

Its: \_\_\_\_\_



**Exhibit “1”**

**PRICING EXHIBIT**

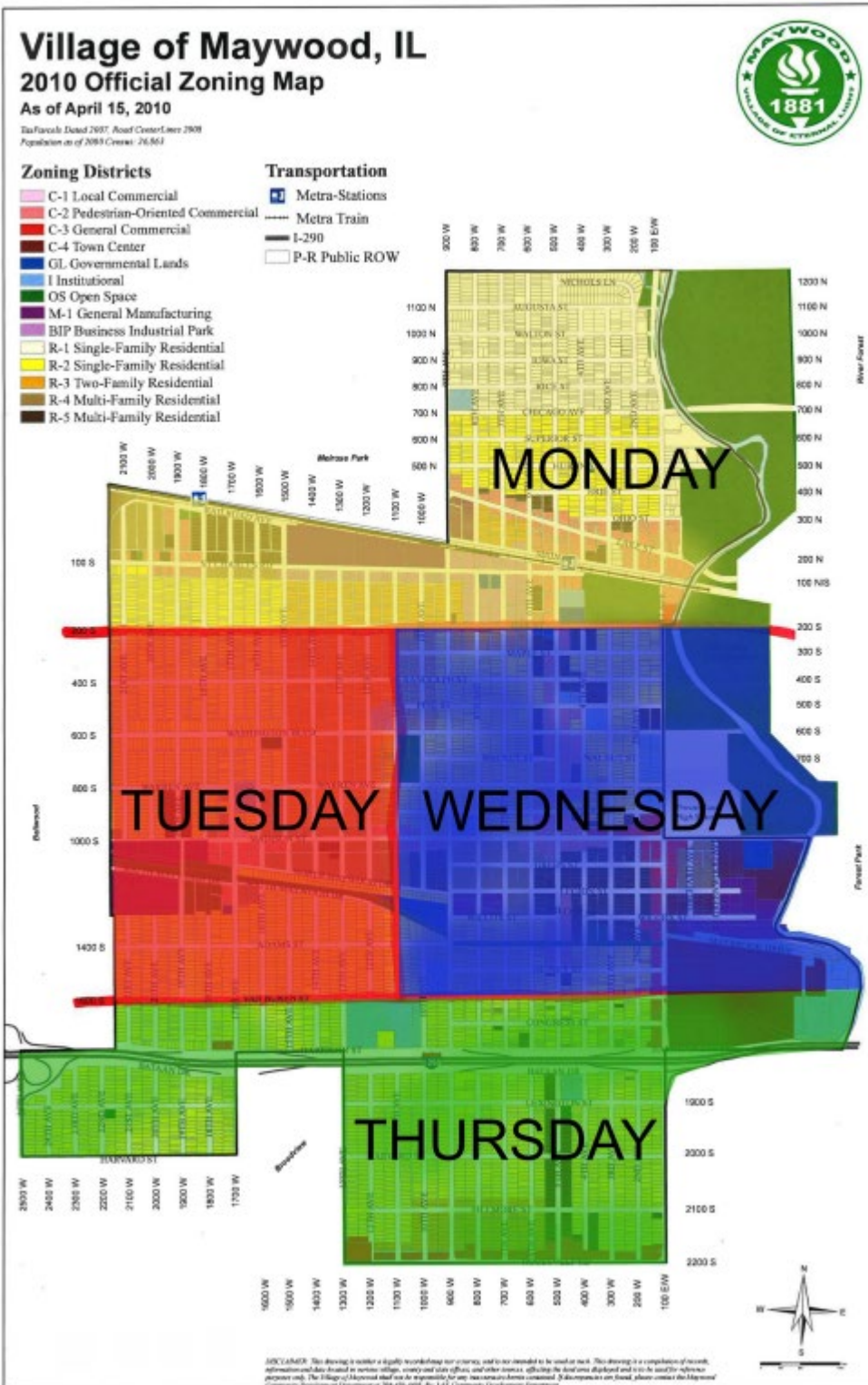
Village-Wide Service	Year 1	Year 2	Year 3	Year 4	Year 5
Refuse Waste Collection	\$70,400.00	\$72,512.00	\$74,687.36	\$76,927.98	\$79,235.82
Recycling Collection	\$25,600.00	\$26,368.00	\$27,159.04	\$27,973.81	\$28,813.03
Landscape Waste	\$16,000.00	\$16,480.00	\$16,974.40	\$17,483.63	\$18,008.14
Monthly Fee*	\$112,000.00	\$115,360.00	\$118,820.80	\$122,385.42	\$126,056.99
* Up to 6,500 Units					
Waste Disposal Fee Per Ton	\$46.10	\$48.48	\$50.94	\$53.47	\$56.07
20 or 30 Yard Dumpster Rate (6 Ton Limit)	\$450.00	\$464.50	\$479.44	\$494.82	\$510.66
E-Waste Drop Off (No Charge)	50 Items Per Month	50 Items Per Month	50 Items Per Month	50 Items Per Month	50 Items Per Month
Portable Toilet Allowance	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Resident Charged Monthly Fee					
Extra Cart Rental	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Rear Door Service	\$13.00	\$14.39	\$15.82	\$17.30	\$18.82

**Exhibit “2”**

Contractor’s Insurance Certificates for Employer’s Liability, Worker’s Compensation, Public  
Liability and Property Damage Insurance

Exhibit “3” Proposed Collection Map

\*Map may change prior to April 1, 2022 per address list to rebalance collection areas





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

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

mtjurusik@ktjlaw.com  
DD 312-984-6432

www.ktjlaw.com

**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: February 23, 2022**  
**RE: Madison Street / Fifth Avenue Tax Increment Financing (TIF) District –  
Contract for Televising and Cleaning of Certain Combined Sewers Within and Outside  
of the Madison Street / Fifth Avenue Tax Increment Financing District for the 2022  
Capital Improvements Project**

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

AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES FROM THE GENERAL FUND AND THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE TELEVISIONING AND CLEANING OF CERTAIN SEWERS AND AWARD OF CONTRACT TO LOW BIDDER SEWERTECH, LLC (Project: Televising and Cleaning of Certain Combined Sewers for the 2022 Capital Improvements Project)

**Project and Scope of Work**

Please refer to the Project Memorandum dated February 18, 2022, as prepared by Village Engineer Bill Peterhansen of Hancock Engineering (attached as Group Exhibit "A" to the Ordinance). Based on a competitive bidding process, Sewertech, LLC (the "Contractor") submitted the lowest, responsive, qualified bid to perform the Project work for an amount not to exceed \$28,339.50. The funding sources for the Project consist of funds from the Madison Street / Fifth Avenue Tax Increment Financing District ("Madison TIF District") and the Village's General Fund. The portion of the Project work within the Madison TIF District (approximately 31% of the work) is estimated to be \$8,785.25. The portion of the Project work to be performed outside of the Madison TIF District (approximately 69% of the work) is estimated to be \$19,554.25 and will be paid with General Funds.

**Eligibility of Project for TIF Reimbursement**

The costs associated with the Project are eligible for payment from the Madison TIF District Fund because they are the type of improvements that are included under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q). Specifically, the proposed Project falls within the following categories of reimbursable TIF-eligible redevelopment project costs:

(q) "Redevelopment project costs", except for redevelopment project areas created pursuant to subsections (p-1) or (p-2), means and includes the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project. Such costs include, without limitation, the following:

(3) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; ....

(4) Costs of the construction of public works or improvements, ....

**Compliance with the Madison Street/Fifth Avenue TIF Plan:**

The following pages or sections of the Plan support the use of TIF Funds for the Project:

- Pages 10 to 11 of the Plan. Section C (Development and Design Policies), Goal/Objective Number 2 (Investment, modernization of existing facilities).
- Page 14 of the Plan. Section B (Redevelopment Improvements and Activities). Subsection 4 (Provision of Public Works or Improvements) (Village may provide public improvements and facilities that are necessary to service the Project Area per the TIF Plan and the Comprehensive Plan for the development of the Village as a whole).
- Pages 18 to 19 of the Plan. Section D (Redevelopment Project Costs). Subsection (c), which is the same as cited under the TIF Act above.

The enclosed TIF Authorizing Ordinance authorizes the appropriation and expenditure of the Madison TIF Funds to pay for the Project within the Madison TIF District.

If there are any questions, please contact me.

*Mike*

**Enclosures**

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)  
Chasity Wells-Armstrong, Village Manager (w/ encls.)  
Lanya Satchell, Finance Director (w/ encls.)  
Bill Peterhansen, Village Engineer (w/ encls.)

ORDINANCE NO. CO-2022 - \_\_\_\_\_

**AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES FROM THE GENERAL FUND  
AND THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT  
PROJECT AREA FUND TO PAY FOR THE TELEVISIONING AND CLEANING OF CERTAIN SEWERS  
AND AWARD OF CONTRACT TO LOW BIDDER SEWERTECH, LLC  
(Project: Televising and Cleaning of Certain Combined Sewers  
for the 2022 Capital Improvements Project)**

**WHEREAS**, the President and Board of Trustees (the “Corporate Authorities”) of the Village of Maywood, Cook County, Illinois (the “Village”), in an effort to revitalize the Village’s local economy and provide for the comprehensive and coordinated development of an underutilized and blighted area within the Village, have adopted a redevelopment plan and project, designated a redevelopment project area, and adopted the use of tax increment financing (“TIF”) in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the “Act”), for the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area (the “Project Area”); and

**WHEREAS**, the Corporate Authorities have determined that, in order to encourage private investment and restore and enhance the tax base of the Village and affected taxing districts, certain blighting and adverse conditions within the Project Area must be removed, certain infrastructure improvements must be made, and the Project Area must be redeveloped; and

**WHEREAS**, the removal of blight and adverse conditions, the completion of infrastructure improvements and the redevelopment of the Project Area require the expenditure of redevelopment project costs as defined in the Act, as summarized in the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Plan and Project (the “Plan”) by the Village; and

**WHEREAS**, under Ordinance No. CO-2013-12, approved at a public meeting on March 13, 2013, the Corporate Authorities extended the estimated date of completion of the Original Plan and Project, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Original Plan and Project, to December 31, 2020, subject to receipt of year 2020 incremental real estate tax revenues during calendar year 2021; and

**WHEREAS**, under Ordinance No. CO-2020-39, Ordinance No. CO-2020-40 and Ordinance No. CO-2020-41, approved at a public meeting on December 29, 2020, the Corporate Authorities extended the estimated date of completion of the Original Plan and Project, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Original Plan and Project, to December 31, 2032, subject to receipt of year 2032 incremental real estate tax revenues during calendar year 2033; and

**WHEREAS**, it is necessary to consider and approve the use of TIF Funds during calendar year 2022 to complete certain infrastructure improvement projects in order to stimulate reinvestment in the Project Area. The Corporate Authorities have identified and approved the completion of the following Sewer Cleaning and Televising Project (the “Project”), using General Funds and TIF Funds to pay for such Sewer Cleaning and Televising Project: Detailed inspection and cleaning and televising of approximately 11,000 linear feet of existing combined sewers to identify any sections in need of repair or replacement in an effort to provide for the proper planning of any necessary sewer repair and to verify the extent of sewer repairs within the proposed limits of the 2022 Capital Improvements Project, as well as other projects in line for future improvements; and

**WHEREAS**, based on a competitive bidding process, Sewertech, LLC, the lowest, responsive, qualified bidder, submitted a bid to perform the Project work for an amount not to exceed \$28,339.50. The cost of the Project within the Madison TIF District (approximately 31% of the work) is estimated to be \$8,785.25 and will be paid for with Madison TIF District Funds. The cost of the Project work to be performed outside of the Madison TIF District (approximately 69% of the work) is estimated to be \$19,554.25 and will be paid with General Funds. The Village Engineer's Memorandum dated February 18, 2022 and Bid Tabulation regarding the bid evaluation for the Project is incorporated by reference into this Ordinance as **Group Exhibit "A"**; and

**WHEREAS**, it is desirable and in the best interests of the residents of the Village to authorize the Corporate Authorities to cause the expenditure of TIF Funds in the completion of the Infrastructure Improvement Projects within the Project Area, which expenditures will be paid on or after the date of passage of this Ordinance (the "Expenditures").

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

**SECTION 1: Recitals.** The statements set forth in the preambles of this Ordinance are found to be true and correct and are adopted as part of this Ordinance.

**SECTION 2: Authority.** The Village is a duly constituted and organized home rule municipality, as described in Division 6 of Article VII of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt. This Ordinance is adopted in connection with implementing the Plan in accordance with the Act.

**SECTION 3: Estimate of Expenditures.** The Village intends to incur Expenditures in connection with the Project within the Plan and Project Area including, but not limited to, the following:

1. Performance of the Project work described above in the Recitals of this Ordinance.
2. Costs for professional services related to the Project, including, but not limited to, legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

The low bid price for completion of the Project is an amount not to exceed \$28,339.50 as described above in the Recitals of this Ordinance and in the Bid Opening Results and Recommendation, as set forth in a Memorandum dated February 18, 2022 and prepared by the Village Engineer for the Project, which is attached hereto as **Group Exhibit "A"** and made a part hereof.

**SECTION 4: Authorization of Expenditures; Award of Contract.** The expenditure of funds from the TIF Fund and the General Fund, in accordance with the allocations set forth above in the Recitals of this Ordinance, is authorized up to the amounts set forth in Section 3 above, or such additional amounts necessary to complete the Project as subsequently approved or authorized by the Corporate Authorities. The Corporate Authorities award a contract for the Project to Sewertech, LLC, the lowest, responsive, qualified bidder, in an amount not to exceed \$28,339.50. A copy of the construction contract to be entered into with Sewertech, LLC is attached hereto as **Group Exhibit "A"** and made a part hereof (the "Contract").

**SECTION 5: Execution and Delivery of Contract and Other Documents.** The Corporate Authorities authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or

his/her designee, to execute and deliver the final version of the attached Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Contract. The Corporate Authorities further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the Contract, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Contract. The Corporate Authorities also authorize the payment of all costs that are necessary to fulfill the Village's obligations under the Contract.

**SECTION 6: Repealer.** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**SECTION 7: Severability.** Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 8: Ratification.** All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

**SECTION 9: Effective Date.** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

**ADOPTED** this 22nd day of March, 2022, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me as Village President, and attested to by the Village Clerk, on the 22nd day of March, 2022.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this \_\_\_\_ day of March, 2022.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

**Group Exhibit "A"**

**Memorandum dated February 18, 2022  
prepared by the Village Engineer (Edwin Hancock Engineering Company)  
Regarding Bid Evaluation with Bid Tabulation**

**and**

**Construction Contract with Sewertech, LLC**

**(attached)**

February 18, 2022

Ms. Chasity Wells-Armstrong  
Village Manager  
Village of Maywood  
40 Madison Street  
Maywood, Illinois 60153

Re: 2022 Sewer Cleaning and Televising Project  
Bid Opening Results and Recommendation

Dear Ms. Wells-Armstrong:

Proposals were received for the 2022 Sewer Cleaning and Televising Project on February 16, 2022, at the office of the Village Clerk. Four (4) prospective bidders obtained plans and specifications for the project, with the Village receiving valid proposals from three (3) of the companies. A summary of the proposals received is as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
Sewertech, LLC	\$ 28,339.50
Sheridan Plumbing & Sewer, Inc.	\$ 87,124.98
National Power Rodding, Corp.	\$ 95,427.00
Engineer's Estimate of Costs	\$ 70,841.50

The lowest responsive, responsible bidder for this project was Sewertech, LLC of Schaumburg, Illinois. Sewertech, LLC has recently worked on projects of similar size and scope within surrounding communities including the Village of Berkeley, Village of Bloomingdale, Village of Hinsdale, and Village of LaGrange Park. All of the above listed references were contacted, and positive references were received for all.

Based upon interviews with the contractor supplied references from other communities, and the review of their current work under contract, we find that the contractor is qualified to complete the work specified. The contractor also maintains the capacity to substantially complete the project by April 22, 2022. We recommend that the Contract for the improvements be awarded to Sewertech, LLC, in the amount of Twenty-Eight Thousand, Three Hundred Thirty-Nine Dollars and 50/100 (\$28,339.50).

The project consists of the cleaning and televising of approximately 11,000 feet of combined sewers. A majority of the sewers are located within the proposed limits of 2022-2023 Capital Improvement projects, as well as other certain critical areas in need of cleaning. As such, it is desired to inspect the sewers as soon as possible.

The construction of the project is eligible to be funded 31% through the Madison Street TIF and 69% through the general fund.

February 18, 2022

Page 2 of 2

We have enclosed a copy of the complete bid tabulations for this project. We are also returning the original bids with a copy of this letter to the Village Clerk.

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



---

William Peterhansen, P.E., CFM

cc: Mr. John West, Director of Public Works  
Ms. Lanya Satchell, Director of Finance  
Ms. Gwaine Dianne Williams, Village Clerk

Attachments



VILLAGE OF: Maywood  
 BID DATE AND TIME: February 16, 2022 @ 11:00 a.m.  
 PROJECT: 2022 Sewer Cleaning and Televising Project  
 ENGINEER'S ESTIMATE OF COST: \$70,841.50

No.	Items	Unit	Quantity	ENGINEER'S EOC		SEWERTECH		SHERIDAN PLUMBING CO.		NATIONAL POWER RODDING	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Basic Cleaning of 54" Diameter Comb Sewer	Foot	300	8.00	2,400.00	0.60	180.00	4.00	1,200.00	12.00	3,600.00
2	Heavy Cleaning of 54" Diameter Comb Sewer	Foot	150	1.50	225.00	0.50	75.00	30.00	4,500.00	2.00	300.00
3	Basic Cleaning of 30" Diameter Comb Sewer	Foot	695	5.00	3,475.00	0.60	417.00	4.00	2,780.00	3.00	2,085.00
4	Heavy Cleaning of 30" Diameter Comb Sewer	Foot	348	1.50	522.00	0.50	174.00	5.00	1,740.00	1.00	348.00
5	Basic Cleaning of 15" Diameter Comb Sewer	Foot	515	3.00	1,545.00	0.60	309.00	3.00	1,545.00	2.00	1,030.00
6	Heavy Cleaning of 15" Diameter Comb Sewer	Foot	298	1.50	447.00	0.50	149.00	0.01	2.98	0.50	149.00
7	Basic Cleaning of 12" Diameter Comb Sewer	Foot	700	3.00	2,100.00	0.60	420.00	2.00	1,400.00	1.00	700.00
8	Heavy Cleaning of 12" Diameter Comb Sewer	Foot	350	1.50	525.00	0.50	175.00	0.01	3.50	0.25	87.50
9	Basic Cleaning of 9" Diameter Comb Sewer	Foot	1955	3.00	5,865.00	0.60	1,173.00	1.75	3,421.25	1.00	1,955.00
10	Heavy Cleaning of 9" Diameter Comb Sewer	Foot	975	1.50	1,462.50	0.50	487.50	0.01	9.75	1.00	975.00
11	Basic Cleaning of 8" Diameter Comb Sewer	Foot	965	3.00	2,895.00	0.60	579.00	1.50	1,447.50	1.00	965.00
12	Heavy Cleaning of 8" Diameter Comb Sewer	Foot	500	1.50	750.00	0.50	250.00	0.01	5.00	0.50	250.00
13	Basic Cln 12" Dia Comb Swr (Misc Loc TBD)	Foot	4200	3.00	12,600.00	0.60	2,520.00	2.00	8,400.00	3.00	12,600.00
14	Heavy Cln 12" Dia Comb Swr (Misc Loc TBD)	Foot	1800	1.50	2,700.00	0.50	900.00	0.75	1,350.00	1.00	1,800.00
15	Televising Sewers	Foot	9330	1.00	9,330.00	0.70	6,531.00	4.00	37,320.00	5.25	48,982.50
16	Rem and Disposal of Waste Materials	Ton	40	50.00	2,000.00	100.00	4,000.00	120.00	4,800.00	100.00	4,000.00
17	Add'l Cln and TV for Public Works	Crew-Days	4	5,500.00	22,000.00	2,500.00	10,000.00	4,300.00	17,200.00	3,900.00	15,600.00
<b>TOTAL AMOUNT OF BID</b>					<b>\$70,841.50</b>		<b>\$28,339.50</b>		<b>\$87,124.98</b>		<b>\$95,427.00</b>

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND SEWERTECH LLC  
RELATIVE TO 2022 SEWER CLEANING AND TELEVISIONING PROJECT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the VILLAGE OF MAYWOOD, Cook County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "VILLAGE") and SEWERTECH LLC 1730 Epping Place, Schaumburg, Illinois 60194, an Illinois Corporation (hereinafter referred to as the "CONTRACTOR").

The VILLAGE and CONTRACTOR agree as set forth below:

1. The CONTRACTOR, for the considerations hereinafter set forth, hereby agrees to and with the VILLAGE, that it will furnish and provide all labor, materials, equipment and services and do all else required to perform and complete the 2022 Sewer Cleaning and Televisioning Project, Village of Maywood, Illinois, Cook County (the "Project"), as set forth in any clarifications or addendums, the Project Specifications and Bidding Documents, Village of Maywood, Cook County", prepared by Edwin Hancock Engineering Co., attached hereto, made a part hereof, and designated as Exhibit "A" (the "Work"). In the event of any conflict or inconsistency between this Agreement and Exhibit the terms of this Agreement shall control.
2. The effective date of this Agreement is the date the VILLAGE executes the Agreement by signing below. The Agreement shall remain in effect until the completion of the Project or until mutually terminated by the parties. The work to be performed under this Agreement shall commence within ten (10) days of the date of this Agreement and shall be completed by April 22, 2022. Upon satisfactory completion of the Project, the VILLAGE'S only continuing obligation is to pay the CONTRACTOR for the work performed in accordance with the terms of this Agreement;
3. The VILLAGE shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents, and subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the sum of Twenty-Eight Thousand, Three Hundred Thirty-Nine Dollars and Fifty Cents (\$28,339.50). The Contract Price has been determined pursuant to the CONTRACTOR'S Proposal dated February 14, 2022;
4. If the rate of progress is satisfactory to the VILLAGE, payment requests will be submitted by the Contractor to the VILLAGE once a month during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the CONTRACTOR once all required waivers of lien for material suppliers and subcontractors have been submitted to the VILLAGE. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Upon final completion and acceptance of the work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages;
5. This Agreement provides for the performance of a Project 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.";
6. CONTRACTOR will indemnify and hold harmless, protect and defend, at CONTRACTOR'S own cost and expense, the VILLAGE, its officers, officials, Village President and Board of Trustees, agents,

employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the VILLAGE, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of CONTRACTOR, its officers, agents and/or employees, including any of its subcontractors, or arising out of or in performance of any provision of this Agreement or the performance of the work in completing the Project, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree;

7. During the term of this Agreement, CONTRACTOR shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:
  - a. Comprehensive General Liability - \$1,000,000 per occurrence;
  - b. Workers' Compensation - Statutory
  - c. Employer's Liability: \$500,000 per incident.
  - d. Umbrella Coverage - \$1,000,000 per occurrence.
  - e. Automobile Coverage - \$1,000,000 per occurrence.

CONTRACTOR shall furnish to the VILLAGE, prior to commencing any activities under this Agreement, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall list the VILLAGE OF MAYWOOD and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys, and EDWIN HANCOCK ENGINEERING COMPANY and its agents and employees as additional insureds on all required insurance policies.

8. Contractor certifies as follows:
  - a. That any work to be performed by it or its contractors on VILLAGE-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
  - b. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
  - c. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).
  - d. In the performance of its obligations pursuant to this Agreement, it shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the foregoing Acts) in the operations conducted by the CONTRACTOR hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the VILLAGE.

- e. That it shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees, including the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and CONTRACTOR further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by CONTRACTOR in all its contracts and agreements with any of its subcontractors for work to be performed pursuant to this Agreement. Any contracts entered into by Contractor with subcontractors for work to be performed pursuant to this Agreement must adhere to and require compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- f. CONTRACTOR also agrees to require any subcontractor doing work under this Agreement to agree to adhere to the requirements of this Section.

- 9. CONTRACTOR shall maintain a current, valid VILLAGE business license and shall post with the VILLAGE and keep on file and in force for the duration of this Agreement a contractor's license bond in the amount required by the Village Code.
- 10. The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
- 11. After this Agreement has been signed by CONTRACTOR, the Agreement shall be deemed dated and become effective on the date that the Village President signs the Agreement.

THIS AGREEMENT executed the day and year first written above.

SEWERTECH LLC  
an Illinois corporation

VILLAGE OF MAYWOOD, an Illinois  
municipal corporation

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

By: \_\_\_\_\_  
Nathaniel George Booker, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

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

By: \_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Village Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy of the Ordinance now on file in my office, entitled:

**ORDINANCE NO. CO-2022 - \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES FROM THE GENERAL FUND AND THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE TELEVISIONING AND CLEANING OF CERTAIN SEWERS AND AWARD OF CONTRACT TO LOW BIDDER SEWERTECH, LLC (Project: Televisioning and Cleaning of Certain Combined Sewers for the 2022 Capital Improvements Project)**

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Meeting of the Board of Trustees held on the 22nd day of March, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 22nd day of March, 2022.

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 22nd day of March, 2022.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

SEAL



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

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

www.ktjlaw.com

DD 312 984 6432  
mtjurusik@ktjlaw.com

## MEMORANDUM

**To: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**From: Michael T. Jurusik**  
**Date: February 23, 2022**  
**Re: Notice of Public Hearing on Fiscal Year 2022/2023 Budget**  
**Agenda for Public Hearing on Fiscal Year 2022/2023 Budget**  
**Ordinance Approving the Fiscal Year 2022/2023 Budget**

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In advance of the proposed April 5, 2022 Public Hearing on the Fiscal Year 2022/2023 Budget, I have enclosed the following documents for your review, discussion and action during the upcoming Special Village Board Meeting at which the Public Hearing will be conducted and the 2022/2023 Annual Budget will be discussed, finalized and voted on:

1. NOTICE OF PUBLIC HEARING REGARDING THE VILLAGE OF MAYWOOD'S FISCAL YEAR 2022/2023 BUDGET (MAY 1, 2022 THROUGH APRIL 30, 2023).
2. AGENDA FOR PUBLIC HEARING CONCERNING THE PROPOSED FISCAL YEAR 2022/2023 BUDGET (MAY 1, 2022 THROUGH APRIL 30, 2023), for the April 5, 2022 Public Hearing.
3. AN ORDINANCE APPROVING THE FISCAL YEAR 2022/2023 VILLAGE OF MAYWOOD BUDGET (MAY 1, 2022 THROUGH APRIL 30, 2023) (insert the Budget, including the Estimate of Revenues by Source data, behind the Exhibit "A" cover page).

**The Village Clerk's Office must publish Item #1 (Notice of April 5, 2022 Public Hearing on Draft FY 2022/2023 Budget) during the week of March 21, 2022 [per 65 ILCS 5/8-2-9.9, publish once at least one week prior to the public hearing in a local newspaper: publication of Public Hearing Notice in either the *Sun-Times* newspaper or the *Chicago Tribune* newspaper].**

**The Village Clerk's Office must publish "in pamphlet form" the Draft FY 2022/2023 Budget on or prior to Friday, March 25, 2022 and again on or prior to Tuesday, March 29, 2022 [per 65 ILCS 5/8-2-9.9, draft Budget is required to be published in pamphlet form at least 10 days prior to adoption of final Budget and at least one week prior to the Public Hearing].**

**The Ordinance and the Budget must be approved prior to May 1, 2022.** The Budget must include the Estimate of Revenues by Source data. Per State law, certified copies of the Ordinance and the Budget must be filed with Cook County within thirty (30) days of the approval date.

Once approved by the Village Board, a copy of the Budget must be marked as Exhibit "A" and attached to a certified copy of the Ordinance, and then filed with the Cook County Clerk. As in past years, my office can file certified copies of the Ordinance and the Budget for the Village with Cook County.

The Investment and Fiscal Policy (see Article IV) requires that the draft "Balanced Budget" be presented to the Village Board at least thirty (30) days prior to approval. Also, please note the Financial Reporting and Monthly/Quarterly Budget monitoring requirements set forth in Article IX of the Policy.

If there are any questions, please contact me.

*Mike*

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)  
Chasity Wells-Armstrong, Village Manager (w/ encls.)  
Lanya Satchell, Finance Director (w/ encls.)  
Steve Kuptz, Treasurer (w/ encls.)  
Michael A. Marrs (w/ encls.)



**NOTICE OF PUBLIC HEARING REGARDING  
THE VILLAGE OF MAYWOOD'S  
FISCAL YEAR 2022/2023 BUDGET  
(MAY 1, 2022 THROUGH APRIL 30, 2023)**

The Village President and Board of Trustees of the Village of Maywood will conduct a Public Hearing to consider the tentative Budget for Fiscal Year 2022/2023 (May 1, 2022 through April 30, 2023) on Tuesday, April 5, 2022, at 7:00 p.m., in the Village Council Room located at 125 South 5th Avenue, Maywood, Illinois 60153.

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

- (a) Masks or face coverings are required for all people who physically attend this Meeting.
- (b) Physical attendance at this Meeting will be subject to applicable social distancing guidelines.
- (c) The public is encouraged to stay at home and watch and listen to the Public Hearing via electronic means.
- (d) Public comments and any responses will be read into the Public Hearing record.
- (e) Please submit public comments via email in advance of the Public Hearing to: [cthompkins@maywood-il.org](mailto:cthompkins@maywood-il.org) or [tpavlik@maywood-il.org](mailto:tpavlik@maywood-il.org) and/or faxing to (708) 681-8818.
- (f) Options to watch and listen to the Public Hearing: Live Stream at the Village Website Home Page via Village Facebook and YouTube platforms: Go to [www.maywood-il.org](http://www.maywood-il.org) and Click "Video On Demand".
- (g) The public may listen to and participate in the Public Hearing by joining through Zoom (<https://zoom.us>). The Zoom Meeting ID and Access Code will be available on the Village website in advance of the Public Hearing start time.

The tentative Budget will be published in the journal of the proceedings of the Village President and Board of Trustees and by the Village Clerk in pamphlet form, and has been available as of           , 2022 for inspection by the general public at the Village Clerk's Office located at 40 East Madison Street, Maywood, Illinois 60153.

The above Public Meeting restrictions are authorized by Executive Order No. 2021-02 (Remote Meeting Option – COVID-19 Pandemic) issued on December 29, 2021 by Mayor Nathaniel George Booker and the Open Meetings Act, the CDC directive (social distancing guidelines) and the Illinois Governor's Disaster Proclamations (Restore Illinois Plan), and Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan and the mask mandate for individuals within indoor public places.

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

VILLAGE OF MAYWOOD  
Gwaine Dianne Williams  
Village Clerk



**VILLAGE OF MAYWOOD**  
**AGENDA FOR PUBLIC HEARING**  
**CONCERNING THE PROPOSED FISCAL YEAR 2022/2023 BUDGET**  
**(MAY 1, 2022 THROUGH APRIL 30, 2023)**  
**VILLAGE COUNCIL ROOM**  
**125 SOUTH 5th AVENUE**  
**MAYWOOD, ILLINOIS 60153**  
**TUESDAY, APRIL 5, 2022 AT 7:00 P.M.**

**Options to watch and listen to the Public Hearing:**

**Live Stream at Village Website Home Page via Village Facebook and YouTube platforms:**

**Go to [www.maywood-il.org](http://www.maywood-il.org) and Click "Video On Demand".**

**The public may listen to and participate in the Public Hearing by joining through Zoom (<https://zoom.us>).  
The Zoom Meeting ID and Access Code are available on the Village website prior to the Public Hearing start time.**

**Masks or face coverings are required for all people who physically attend this Public Hearing.**

**Physical attendance at this Public Hearing will be subject to applicable social distancing guidelines.**

**The public may listen to and participate in the Public Hearing via electronic means.**

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

**Please submit public comments via email in advance of the Public Hearing to:**

**[cthompkins@maywood-il.org](mailto:cthompkins@maywood-il.org) or [tpavlik@maywood-il.org](mailto:tpavlik@maywood-il.org) and/or faxing to (708) 681-8818.**

**To provide public comments via Zoom you must pre-register with the Village Clerk's Office  
prior to the start of the Public Hearing by emailing [cthompkins@maywood-il.org](mailto:cthompkins@maywood-il.org) or [tpavlik@maywood-il.org](mailto:tpavlik@maywood-il.org) .**

**Public comment will be allowed during the public comment portion of the Public Hearing  
with the chair recognizing members of the public who use the "raise hand" function in the Zoom app.**

1. CALL TO ORDER.
2. ROLL CALL.
3. ACKNOWLEDGMENT OF THE PUBLIC HEARING NOTICE PUBLISHED IN A NEWSPAPER.
4. PRESENTATION ON THE PROPOSED FISCAL YEAR 2022/2023 OPERATING BUDGET (MAY 1, 2022 THROUGH APRIL 30, 2023) BY VILLAGE MANAGER AND FINANCE DIRECTOR.
  - A. DISCUSSION OF AN ORDINANCE APPROVING THE FISCAL YEAR 2022/2023 VILLAGE OF MAYWOOD BUDGET (MAY 1, 2022 THROUGH APRIL 30, 2023).
5. QUESTIONS AND COMMENTS BY BOARD MEMBERS.
6. QUESTIONS BY THE PUBLIC AND PUBLIC COMMENT.
7. FINAL QUESTIONS AND COMMENTS BY BOARD MEMBERS.
8. MOTION TO RECOMMEND APPROVAL OF AN ORDINANCE APPROVING THE FISCAL YEAR 2022/2023 VILLAGE OF MAYWOOD BUDGET (MAY 1, 2022 THROUGH APRIL 30, 2023).
9. MOTION TO CLOSE THE PUBLIC HEARING.

RETURN TO THE AGENDA FOR THE APRIL 5, 2022 VILLAGE BOARD MEETING.

The above Public Meeting restrictions are authorized by Executive Order No. 2021-02 (Remote Meeting Option – COVID-19 Pandemic) issued on December 29, 2021 by Mayor Nathaniel George Booker and the Open Meetings Act, the CDC directive (social distancing guidelines) and the Illinois Governor's Disaster Proclamations (Restore Illinois Plan), and Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan and the mask mandate for individuals within indoor public places.



**ORDINANCE NO. CO-2022-\_\_**

**AN ORDINANCE APPROVING  
THE FISCAL YEAR 2022/2023 VILLAGE OF MAYWOOD BUDGET  
(MAY 1, 2022 THROUGH APRIL 30, 2023)**

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

**WHEREAS**, State law (65 ILCS 5/8-2-9.1 *et seq.*) requires that the Village President and Board of Trustees of the Village of Maywood allow for public inspection of the tentative annual Budget, conduct a public hearing on the tentative annual Budget and then approve of a final annual Budget. In accordance with State law, a copy of the Proposed Fiscal Year 2022/2023 Budget (May 1, 2022 through April 30, 2023) has been available for public inspection in the Village Clerk's Office since [REDACTED], 2022; and

**WHEREAS**, the Proposed Fiscal Year 2022/2023 Budget (May 1, 2022 through April 30, 2023) was presented to and considered by the Village President and Board of Trustees and by the public who were in attendance at a duly noticed Public Hearing held on April 5, 2022, in accordance with State law. Thus, the Village President and Board of Trustees of the Village of Maywood have held public meetings and a Public Hearing and have informed the public of the opportunity to participate in said meetings and Public Hearing, and have given such interested parties the opportunity to make any statements or ask any questions regarding the Proposed Fiscal Year 2022/2023 Budget (May 1, 2022 through April 30, 2023); and

**WHEREAS**, a copy of the final Fiscal Year 2022/2023 Budget (May 1, 2022 through April 30, 2023), which also includes an Estimate of Revenue by Source, (the "Fiscal Year 2022/2023 Budget"), is attached hereto as **Exhibit "A"** and made a part hereof; and

**WHEREAS**, all of the due process provisions and requirements of the Maywood Village Code and applicable State law relative to the consideration and approval of the final Fiscal Year 2022/2023 Budget have been satisfied and complied with as a result of the aforementioned actions of the Village officers and officials.

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

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

**SECTION 2:** The Village President and Board of Trustees of the Village of Maywood approve and adopt the Fiscal Year 2022/2023 Budget (May 1, 2022 through April 30, 2023), which also includes an Estimate of Revenue by Source, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law. The Village President and Board of Trustees of the Village of Maywood direct the Village's Budget Officer, or his/her designee, to file certified copies of the Fiscal Year 2022/2023 Budget (May 1, 2022 through April 30, 2023) and this Ordinance with the Cook County Clerk's Office in accordance with State law.

**ADOPTED** this 19th day of April, 2022, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me, and attested by the Village Clerk, on this 19th day of April, 2022.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this \_\_ day of April, 2022.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

**CERTIFICATE REGARDING THE ESTIMATE OF REVENUE BY SOURCE  
SIGNED BY THE BUDGET OFFICER OF THE VILLAGE OF MAYWOOD  
FOR THE FISCAL YEAR 2022/2023 BUDGET**

I, Chasity Wells-Armstrong, Budget Officer of the Village of Maywood, Cook County, Illinois, certify that the attached Estimate of Revenue by Source for the Fiscal Year 2022/2023 Budget (May 1, 2022 through April 30, 2023) is true and correct and has been prepared in accordance with 65 ILCS 5/8-2-9.3, as amended, and as adopted by Ordinance by the Village of Maywood.

Date: April \_\_, 2022.

---

Chasity Wells-Armstrong  
Budget Officer  
Village of Maywood

**Exhibit "A"**

**FISCAL YEAR 2022/2023 BUDGET  
(May 1, 2022 through April 30, 2023)**

**(including an Estimate of Revenue by Source)**

(attached)

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING  
THE FISCAL YEAR 2022/2023 VILLAGE OF MAYWOOD BUDGET  
(MAY 1, 2022 THROUGH APRIL 30, 2023)**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 19th day of April, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 19th day of April, 2022.

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 19th day of April, 2022.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]



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**MEMORANDUM**

**To: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**From: Michael T. Jurusik**  
**Date: February 23, 2022**  
**Re: Appointment of Budget Officer (Chasity Wells-Armstrong)**

I have enclosed the following document for review and consideration at the March 1, 2022 Committee of the Whole Meeting and for action at the March 22, 2022 Special Village Board Meeting:

**RESOLUTION APPROVING THE APPOINTMENT OF VILLAGE MANAGER CHASITY WELLS-ARMSTRONG AS BUDGET OFFICER FOR THE VILLAGE OF MAYWOOD**

Section 5/8-2-9.1 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 *et seq.*) provides that a municipality can adopt the budget officer system in the event two-thirds (2/3rds) of the corporate authorities affirmatively vote to adopt the budget officer system. The President and Board of Trustees of the Village of Maywood adopted the budget officer system by ordinance and the pertinent provisions are found at Section 36.09 (Budget System; Budget Officer) of the Maywood Village Code (see attached).

Under Section 36.09(B)(1) of the Maywood Village Code, **the Village President, with the approval of the Board of Trustees, shall appoint a Budget Officer who shall have the powers, duties and responsibilities enumerated in 65 Illinois Compiled Statutes 5/8-2-9.1 through and including 5/8-2-9.10, as amended. The duties of the Budget Officer include:** compiling a budget pursuant to the above sections of the Illinois Compiled Statutes as they are now, or may hereafter be amended, containing estimates of the revenues available before the beginning of the fiscal year to which it applies, together with recommended expenditures for the Village and all of its boards, commissions and departments, with said budget being adopted by the President and Board of Trustees prior to the first day of each fiscal year. The Budget Officer is responsible for ensuring that the budget is timely filed with the proper government agencies as required by State statute.

If there are any questions, please contact me.

*Mike*

Enclosures

- cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
- Chasity Wells-Armstrong, Village Manager (w/ encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- Steve Kuptz, Treasurer (w/ encls.)
- Michael A. Marrs, KTJ (w/ encls.)

## MAYWOOD VILLAGE CODE

### § 36.09 BUDGET SYSTEM; BUDGET OFFICER.

(A) Statutes adopted. The Village hereby adopts 65 ILCS 5/8-2-9.1 through and including 8-2-9.10, providing for an annual municipal budget in lieu of the passage of an annual appropriation ordinance.

**(B) Budget Officer.**

**(1) Appointment.** The Village President with the approval of the Board of Trustees, shall appoint a Budget Officer who shall have the powers, duties and responsibilities enumerated in 65 ILCS 5/8-2-9.1 through and including 8-2-9.10, as amended.

(2) Bond. Before entering upon the duties of his office, the Budget Officer shall execute an oath of office and shall furnish a surety bond in such amount and form as is approved by the Village Board, such bond to be conditioned upon the faithful performance of his duties. The premium of the bond shall be paid by the Village.

(3) Duties. The Budget Officer shall compile a budget pursuant to the above sections of the Illinois Compiled Statutes as they are now, or may hereafter be amended, containing estimates of the revenues available before the beginning of the fiscal year to which it applies, together with recommended expenditures for the Village and all of its boards, commissions and departments, with the budget being adopted by the President and Board of Trustees prior to the first day of each fiscal year. The Budget Officer shall be responsible for ensuring that the budget is timely filed with the proper government agencies as required by state statute.

(4) Removal from office. The Budget Officer may be removed at any time by a majority vote of the President and Board of Trustees. The action of the President and Board of Trustees in removing the Budget Officer shall be final.

(C) Preliminary budget. Copies of the preliminary annual budget shall be made available for public inspection in typewritten form in the Office of the Village Clerk for at least 10 days prior to the passage of the annual budget, and not less than 1 week after the budget is available for inspection, and prior to final action on the budget, at least 1 public hearing shall be held on the budget by the President and Board of Trustees. Notice of this hearing shall be given by publication in a newspaper having general circulation in the Village at least 1 week prior to the time of the hearing.

**(D) Budget revisions.**

(1) Authority. The President and Board of Trustees may delegate authority to the Village Manager, Budget Officer or Director of Finance to delete, add to, or change items previously budgeted to the department, board or commission, subject to such limitation or requirement for prior approval by the Village Manager as the President and Board of Trustees, upon a 2/3 vote, may establish. The Village Manager may revise or alter the annual budget by changing line items in the same category without Board approval.

(2) Vote on revisions. The annual budget may be revised by a vote of 2/3 of the President and Board of Trustees by deleting, adding to or changing budgeted items.

(3) Restrictions on revisions. No revision of the budget items shall be made which result in increasing the total budget unless funds are available to effectuate the purpose of the revision.

(4) Emergency budget revisions; borrowing money.

(a) Notwithstanding the limitation of this section, the President and Board of Trustees, by 2/3 vote, may make emergency revisions to the annual budget for:

1. Improvements or restorations made necessary for any casualty or accident; or
2. To meet any unforeseen emergency requiring immediate action to prevent the spread of disease or avoid imminent danger to persons or property.

(b) For this purpose, the President and Board of Trustees, by a like vote, may authorize the President and the Finance Committee to borrow the amount of money necessary therefor for a space of time not extending beyond the close of the next fiscal year. The sum so borrowed and the interest thereon shall be added to and included in the amount authorized to be raised in the next general tax levy.

(c) Should any judgment be obtained against the Village, the President and the Finance Committee, under sanction of the Board of Trustees, may borrow a sufficient amount to pay the same for a space of time expiring not later than the close of the next fiscal year, which sum and interest shall, in like manner, be added to and included in the amount authorized to be raised in the general tax levy of the next year.

RESOLUTION NO. R-2022- \_\_\_\_\_

**A RESOLUTION APPROVING  
THE APPOINTMENT OF VILLAGE MANAGER CHASITY WELLS-ARMSTRONG  
AS BUDGET OFFICER FOR THE VILLAGE OF MAYWOOD**

**WHEREAS**, Section 5/8-2-9.1 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 *et seq.*) provides that a municipality can adopt the budget officer system in the event two-thirds (2/3rds) of the corporate authorities affirmatively vote to adopt the budget officer system; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, an Illinois home rule municipal corporation (the "Village"), adopted the budget officer system by ordinance and the pertinent provisions are found at Section 36.09 (Budget System; Budget Officer) of the Maywood Village Code; and

**WHEREAS**, under Section 36.09(B)(1) of the Maywood Village Code, the Village President, with the approval of the Board of Trustees, shall appoint a Budget Officer who shall have the powers, duties and responsibilities enumerated in 65 Illinois Compiled Statutes 5/8-2-9.1 through and including 5/8-2-9.10, as amended; and

**WHEREAS**, in accordance with Section 36.09(B)(3) of the Maywood Village Code, the duties of the Budget Officer include: compiling a budget pursuant to the above sections of the Illinois Compiled Statutes as they are now, or may hereafter be amended, containing estimates of the revenues available before the beginning of the fiscal year to which it applies, together with recommended expenditures for the Village and all of its boards, commissions and departments, with said budget being adopted by the President and Board of Trustees prior to the first day of each fiscal year. The Budget Officer shall be responsible for ensuring that the budget is timely filed with the proper government agencies as required by State statute; and

**WHEREAS**, the Village President has appointed Village Manager Chasity Wells-Armstrong as the Village's Budget Officer, and the Board of Trustees find that it is in the best interests of the Village to approve the appointment of Village Manager Chasity Wells-Armstrong as the Village's Budget Officer.

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

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

**SECTION 2:** The Village President has appointed Village Manager Chasity Wells-Armstrong as the Village's Budget Officer, and the Board of Trustees approve the appointment of Village Manager Chasity Wells-Armstrong as the Village's Budget Officer in accordance with Section 36.09(B)(1) of the Maywood Village Code.

**ADOPTED** this 22<sup>nd</sup> day of March, 2022, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this 22<sup>nd</sup> day of March, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK        )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

**RESOLUTION NO. R-2022- \_\_\_\_\_**

**A RESOLUTION APPROVING  
THE APPOINTMENT OF VILLAGE MANAGER CHASITY WELLS-ARMSTRONG  
AS BUDGET OFFICER FOR THE VILLAGE OF MAYWOOD**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 22<sup>nd</sup> day of March, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 22<sup>nd</sup> day of March, 2022.

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

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_ day of March, 2022.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]