



**NOTICE AND AGENDA FOR THE COMMITTEE OF THE WHOLE  
MEETING OF THE PRESIDENT AND  
BOARD OF TRUSTEES AND SPECIAL VILLAGE BOARD  
MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF MAYWOOD  
TUESDAY, APRIL 5, 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).**

**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.**

- 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, March 1, 2022. 5**
- 6. Oaths, Reports, Proclamations, Announcements and Appointments**
- 7. Finance Management Report(s):**
  - A. Presentation regarding the Monthly Financial Report for the month of February 2022 by Lanya Satchell, Finance Director. 10**
- 8. Public Comments:**
- 9. Village President Report Item(s):**
  - A. Maywood Economic Opportunities Update 53**
  - B. National League of Cities City Congressional Conference 2022 Recap 57**
  - C. Request for Proposal (RFP) - Grocery Store (615 S. 5th Avenue) 60**
  - D. Newsletter and Department Monthly Reporting 68**

E. Discussion on an ordinance to hire a Village Board Legislative Counsel.

**10. Village Manager Report Item(s)**

A. Introduction of the Village Attorney, Felicia Frazier.	97
B. Village Engineer - resolution that needs to be submitted for the Federal Surface Transportation Program.	102
C. Police Department - request and quote to replace office furnishings.	109
D. Building and Code Enforcement Department - request and quote to purchase equipment that will allow the department's employees to operate under the Caselle Software System.	120
E. Department of Public Works - request and quote to purchase 2022 Christmas decorations.	125
F. General Operation Updates	130
G. ILCMA 2022 Winter Conference Recap Presentation	

**11. Village Attorney Report:**

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

A. Planning and Development Committee:	
B. Fiscal Accountability and Government Transparency Committee	
1) Recommendation regarding: Third Party Administrator Agreement with Insurance Program Managers Group Claims Management Services, LLC ("IPMG") relative to the General Liability (Property and Casualty/Program and Workers' Compensation Program.	
C. Community Policing and Public Safety Committee:	135
D. Engagement and Communications Committee:	155
E. Infrastructure and Sustainability Committee:	
F. Ordinance and Policy Committee:	
1) Recommendation regarding: Memorandum dated February 25, 2022 issued by the Ordinance and Policy Committee regarding three (3) proposed advisory referendum questions for placement on the June 28, 2022 Primary Election ballot and RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF THREE NON-BINDING ADVISORY PUBLIC QUESTIONS CONCERNING WHETHER THE VILLAGE OF MAYWOOD SHOULD ADOPT AN ORDINANCE REGULATING OVERNIGHT PARKING ON RESIDENTIAL STREETS TO APPEAR ON THE BALLOT OF THE ELECTORS OF SUCH VILLAGE AT THE PRIMARY ELECTION TO BE HELD ON JUNE 28, 2022, with a cover memo dated March 29, 2022 from Klein, Thorpe and Jenkins, Ltd.	156

**13. New Business:**

A. Discussion and recommendation of: RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF 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 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS (COST SHARING FOR GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT)	157
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with the Agreement attached as Exhibit “A”, and with a cover memo dated March 29, 2022 from Klein, Thorpe and Jenkins, Ltd.

B. Discussion and recommendation of: RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE MAYWOOD PARK DISTRICT FOR JOINT INVESTIGATION OF FUNDING OPTIONS FOR THE REHABILITATION OF THE FRED HAMPTON POOL OR REPLACEMENT OF THE POOL FACILITY WITH A NEW POOL FACILITY, with the Agreement attached Exhibit “A” and with a cover memo dated March 29, 2022 from Klein, Thorpe and Jenkins, Ltd. 292

C. Discussion and recommendation of: RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT FOR THE JOINT INVESTIGATION OF FUNDING OPTIONS FOR THE REHABILITATION OF THE EXISTING FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY OR REPLACEMENT OF THE FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY WITH A NEW POOL FACILITY, with the Plat attached as Exhibit “A” and with a cover memo dated March 29, 2022 from Klein, Thorpe and Jenkins, Ltd.

D. Discussion and recommendation of: RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A THIRD PARTY ADMINISTRATOR AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND INSURANCE PROGRAM MANAGERS GROUP CLAIMS MANAGEMENT SERVICES, L.L.C. RELATIVE TO THE GENERAL LIABILITY (PROPERTY AND CASUALTY) PROGRAM AND WORKERS’ COMPENSATION PROGRAM, with the Agreement attached as Exhibit "A" and with a cover memo dated March 29, 2022 from Klein, Thorpe and Jenkins, Ltd. 301

E. Discussion and recommendation of: RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR FUNDING OF ROADWAY IMPROVEMENTS THROUGH THE SURFACE TRANSPORTATION PROGRAM (Project Boundaries: 9th Avenue from Madison Street to St. Charles Road; 5th Avenue from Harrison Street to Quincy Street; Madison Street from 21st Avenue to 1st Avenue; 5th Avenue from Roosevelt Road to Bataan Drive; and Washington Boulevard from 9th Avenue to 1st Avenue), with a cover memo dated March 29, 2022 from Bill Peterhansen, Village Engineer.

**14. Old Business:**

A. Conducting of: PUBLIC HEARING REGARDING THE VILLAGE OF MAYWOOD'S FISCAL YEAR 2022/2023 BUDGET (MAY 1, 2022 THROUGH APRIL 30, 2023). 316

1) AGENDA FOR PUBLIC HEARING CONCERNING THE PROPOSED FISCAL YEAR 2022/2023 BUDGET (MAY 1, 2022 THROUGH APRIL 30, 2023).

2) NOTICE OF PUBLIC HEARING REGARDING THE VILLAGE OF MAYWOOD'S 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).

**15. Other Matters:**

**16. For Information Only**

**17. Closed Meeting Session**

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

**19. COMMENCEMENT OF APRIL 5, 2022 SPECIAL MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES.**

**20. Call to Order**

**21. Roll Call**

**22. Public Comments:**

**23. New Business:**

A. Consideration and Action On: RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF THREE NON-BINDING ADVISORY PUBLIC QUESTIONS CONCERNING WHETHER THE VILLAGE OF MAYWOOD SHOULD ADOPT AN ORDINANCE REGULATING OVERNIGHT PARKING ON RESIDENTIAL STREETS TO APPEAR ON THE BALLOT OF THE ELECTORS OF SUCH VILLAGE AT THE PRIMARY ELECTION TO BE HELD ON JUNE 28, 2022 328

B. Consideration of an ordinance to hire a Village Board Legislative Counsel. 340

**24. Old Business:**

**25. Closed Meeting Item(s):**

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

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

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

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

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

**26. 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, MARCH 1, 2022

Call to Order

The Committee of the Whole Meeting of Tuesday, March 1, 2022, was called to order by Mayor Nathaniel George Booker at 7:03 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, S. Reyes-Plummer and A. Peppers. Absent: Trustees M. Lightford. I. Brandon and M. Jones. There being a Quorum present, the meeting was convened.

*Trustee M. Lightford joined the meeting at 7:08 p.m.; Trustee I. Brandon joined the meeting at 7:13 p.m.*

Staff Attendance:

Chasity Wells-Armstrong, Village Manager  
LaSondra Banks, Community Engagement Manager  
Craig Bronaugh Jr., Chief of Fire  
Walter Duncan, Building and Code Enforcement Director  
James Ellexson, Director of Human Resources  
Nalini Johnson, Planning/Zoning Coordinator  
Michael Jurusik, Village Attorney  
Bill Peterhansen, Village Engineer  
Connie Thompkins, Administrative Clerk  
Lanya Satchell, Finance Director  
John West, Public Works Director  
Gwaine Dianne Williams, Village Clerk  
Theodore Yancy, Commander

Invocation: Mayor Booker

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

Approval of minutes for the Combined Committee of the Whole Meeting of the Board of Trustees Tuesday, February 1, 2022.

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

Discussion: None

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

Nays: None

Abstain: None

Absent: Trustees M. Jones, M. Lightford and I. Brandon

Motion Carried

Oaths, Reports, Proclamations, Announcements and Appointments: None

Finance Management Report(s):

1. Director Satchell gave a presentation of the Budget Amendment and the January 31, 2022 Financial report. No Discussion

Public Comments: C. Sharp and R. Ester. Mayor Booker responded.

Village President Report:

- A. Discussion on a Resolution in Support of Tax Increment Financing (TIF). Mayor Booker recommended the Board adopt the Resolution in support of TIF.
- B. Status report and photo slide show of Active Economic Redevelopment Projects in the Village. Mayor Booker gave a presentation highlighting new businesses.
- C. Proclamation acknowledging Women's History Month. Mayor Booker read the Proclamation into the record, in recognition of Women's History Month.
- D. Historic Preservation Commission, Civil War Reenactment (May 14, 2022). Mayor Booker gave comments and recommended the Board the event to move forward. There were no objections from the Board.
- E. The Answer Inc., Walk-a-Thon (May 7, 2022). Mayor Booker gave an overview of the event being held at the Proviso West High School fieldhouse; a Maywood Team will participate.
- F. Village Pride, Village Wide (April 30, 2022). Mayor Booker announced the event kickoff and stated that donations are needed to help cover the cost.
- G. Updated Maywood Community Calendar. Mayor Booker gave updates to the calendar for the coming months.
- H. Discussion on Maywood Park District Management Agreement for Fed Hampton Aquatic Center. Mayor Booker mentioned the drafting of the Agreement is for management purposes only. The park district will perform a feasibility study on possible opening in June, and new construction vs. repair.

Village Manager Report:

- A. Presentation from IMPACT Networking LLC to address IT assessment of the Village. Mr. Ryan Messer, IMPACT representative gave a comprehensive presentation.
- B. General Operational Update. No discussion.
- C. Request for new Overhead Garage Doors at Fire Station No. 2 by Chief Bronaugh. Chief Bronaugh responded to questions. No objections to move the item to the next meeting's Omnibus agenda.

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
  - 1. Recommendation on 6-month freeze (moratorium) on certain business licenses. Attorney Jurusik recommended a Public Hearing be scheduled regarding a moratorium to be held on March 22<sup>nd</sup>. There were no objections from the Village Board.

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 Exhibit "A", and with a cover memo dated February 23, 2022 from Klein, Thorpe and Jenkins, Ltd..

Consensus to move to the next Omnibus Agenda.

- 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 Exhibit "A", and with a cover memo dated February 23, 2022 from Klein, Thorpe and Jenkins, Ltd.

Discussion on Amendments made to prior agreement.

- 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.

Mayor Booker gave an overview.

- 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.

There was discussion on the recommendation; item will be presented for a vote during tonight's Special Board Meeting.

- E. Discussion and recommendation of: Ordinance Authorizing Certain Expenditures from the General Fund and the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area Fund to pay for the Televising and Cleaning of Certain Sewers and Award of Contract to low bidder 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.

Consensus to move this item to the next Omnibus Agenda.

- 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.

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

- G. Draft Resolution Approving the Appointment of Village Manager Chasity Wells-Arm strong as Budget Officer for the Village of Maywood, with a cover memo dated February 23, 2022 from Klein, Thorpe and Jenkins, Ltd.

There was discussion on the Resolution; item will be presented for a vote during tonight's Special Board Meeting.

Old Business: None

Other Matters: None

For Information Only: None

Closed Meeting: None

Adjournment: Motioned by Trustee Sanchez and Seconded by Trustee Reyes-Plummer to close the Committee of the Whole Meeting and Open the Special Board meeting at 8:57 p.m. by roll call of the Village Board.

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

Call to Order

The Special Board Meeting of Tuesday, March 1, 2022, was called to order by Mayor Nathaniel George Booker at 8:57 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, S. Reyes-Plummer, M. Lightford, A. Peppers, and I. Brandon. Absent: Trustee M. Jones. There being a Quorum present, the meeting was convened.

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.

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

Discussion: None

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

Nays: Trustee I. Brandon

Abstain: None

Absent: Trustee M. Jones

Motion Carried

- 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).

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

Discussion: None

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

Nays: None

Abstain: None

Absent: Trustee M. Jones

Motion Carried

New Business (cont'd):

C. Resolution of the Village of Maywood in Support of Tax Increment Financing.

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

Discussion: None

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

Nays: None

Abstain: None

Absent: Trustee M. Jones

Motion Carried

Closed Meeting:

Motioned by Trustee Reyes-Plummer and Seconded by Trustees Lightford to recess into Closed Session for the purpose of discussing at 9:00 p.m.

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

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

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

Discussion: None

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

Nays: None

Abstain: None

Absent: Trustee M. Jones

Motion Carried

Adjournment: Motioned by Trustee Brandon and Seconded by Trustee Peppers to adjourn the Special Board Meeting at 9:12 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 Nathaniel George Booker  
Board of Trustees  
Village Manager Chasity Wells-Armstrong  
Village Clerk Gwaine Dianne Williams



**Village of Maywood**  
**Financial Report**  
**Month Ending**  
**February 28, 2022**



# VILLAGE OF MAYWOOD FINANCE DEPARTMENT

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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: March 25, 2022

RE: FY'2022 - Period 10 Analysis (February 1, 2022 – February 28, 2022)

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Attached please find the Detailed Revenue - Expense Report for ten (10) months ending February 28, 2022. Upon review of the report, you will find that with 83% 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 to better reflect needs of the department.

## **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 February and year to date totals. As of February 28, 2022, revenues total \$20,999,294.74 which reflects 67.5% of the total budgeted.

## **Expenses**

As of February 28, 2022, total expenditures for the Corporate Fund are \$18,913,525.40 and reflect 61.1% of the total budgeted amount. At the end of period ten (10), revenues exceed expenditures by \$2,085,769.34





**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
January (October)	98,458	82,392	26,069	206,919
<b>February (November)</b>	<b>102,903</b>	<b>87,734</b>	<b>29,250</b>	<b>219,887</b>
March (December)				
April (January)	-	-	-	-
<b>TOTAL</b>	<b>977,140</b>	<b>808,185</b>	<b>265,288</b>	<b>2,050,612</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)			122,770
<b>TOTAL</b>			<b>169,048</b>



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

<u>INCOME TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May	330,396	483,760	242,876	405,364
June	152,631	151,076	150,440	355,666
July	206,372	225,931	238,893	319,064
August	151,490	161,954	326,618	179,160
September	147,848	143,338	185,066	189,202
October	229,783	255,741	267,992	343,825
November	165,497	166,910	181,084	197,100
December	137,174	157,723	160,320	179,931
January	199,871	220,457	255,423	320,356
February	240,461	227,131	270,039	399,455
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>2,889,122</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
January	77,329	115,098	121,017	243,415
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
January	65,068	77,413	95,303	71,817
February	71,995	72,525	101,557	116,286
March	87,060	99,514	143,310	
April	70,642	80,646	70,262	-
	<u>732,410</u>	<u>842,979</u>	<u>1,077,050</u>	<u>770,107</u>

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

<b><u>TELECOMMUNICATIONS 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)	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><u>COMM ED UTAX</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	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	86,864
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>646,783</u>

<b><u>NI GAS UTAX</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	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	97,542
March	76,001	67,428	79,186	
April	60,894	50,637	54,116	
	<u>452,583</u>	<u>408,274</u>	<u>436,754</u>	<u>390,832</u>

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

<u>VIDEO GAMING TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May (March)		2,184	2,025	6,956
June (April)		1,727	-	7,901
July (May)		1,464	-	6,525
August (June)		1,838	-	6,132
September (July)		1,447	4,248	7,295
October (August)		1,882	4,230	5,178
November (September)		1,897	4,079	5,605
December (October)		2,173	3,981	5,784
January (November)		1,408	2,256	4,567
February (December)		1,617	-	5,272
March (January)		1,475	1,305	
April (February)		2,590	4,495	
		<u>21,701</u>	<u>26,619</u>	<u>61,215</u>

<u>CANNABIS USE TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
May (March)			1,135	2,760
June (April)			879	3,203
July (May)			1,176	2,823
August (June)			1,341	2,519
September (July)			1,817	2,996
October (August)			1,188	3,563
November (September)			1,346	3,119
December (October)			1,157	2,712
January (November)			2,663	3,323
February (December)			2,145	3,266
March (January)			2,114	
April (February)		3,942	2,730	
		<u>3,942</u>	<u>19,690</u>	<u>30,284</u>



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

		FEBRUARY ACTUAL	YTD ACTUAL	FY'22 BUDGET	% USED
01-10-30125	ADMINISTRATIVE HEARINGS	13,100.00	39,819.00	25,000.00	106.9
01-10-30126	COMPLIANCE TICKETS	150.00	2,475.00	7,500.00	22.0
01-10-30160	BOOT CHARGES	500.00	500.00	10,000.00	5.0
01-10-30235	CODE VIOLATIONS	2,750.00	4,350.00	-	
01-10-30290	FINES/ FORFEITURES	-	1,150.00	15,000.00	7.7
01-10-30365	JUDGEMENTS & LIENS	1,100.00	37,830.00	55,000.00	68.8
01-10-30445	IL DEBT RECOVERY PROGRAM	2,898.61	35,960.22	150,000.00	24.0
01-10-30450	REDLIGHT REVENUE	875.00	129,506.95	100,000.00	129.5
01-10-30460	PARKING FINES	16,195.00	87,845.00	250,000.00	35.1
01-10-30500	POLICE TOWING	8,019.00	110,188.00	150,000.00	73.5
01-10-30519	POLICE SEIZURES	1,045.70	6,135.11	30,000.00	20.5
01-10-30521	POLICE TRAFFIC ENFORCEMENT	-	6,127.75	17,500.00	35.0
	<b>TOTAL FINES</b>	<b>46,633.31</b>	<b>461,887.03</b>	<b>810,000.00</b>	<b>57.0</b>
01-10-30130	AMBULANCE & RESCUE FEES	78,476.31	769,208.38	525,000.00	146.5
01-10-30136	CPR CLASS	-	35.00	-	
01-10-30140	ANIMAL RELEASE	-	2,600.00	2,500.00	104.0
01-10-30150	BOARD UP	-	-	1,000.00	0.0
01-10-30154	YARD SALE	10.00	40.00	-	
01-10-30170	BUILDING PERMITS	131,501.88	857,176.16	350,000.00	244.9
01-10-30175	ENTERPRISE ZONE	-	5,743.32	20,000.00	28.7
01-10-30211	CLERK'S OFFICE FEES	250.00	1,870.97	1,500.00	124.7
01-10-30220	FRANCHISE FEES	43,572.54	195,007.50	250,000.00	78.0
01-10-30230	CERTIFICATE OF INSPECTION	3,115.00	43,210.00	50,000.00	86.4
01-10-30280	ELEVATOR INSPECTIONS	-	782.00	3,500.00	22.3
01-10-30300	FINGERPRINTS	-	5,369.00	-	
01-10-30335	HEALTH INSPECTIONS	-	1,170.00	15,000.00	7.8
01-10-30405	MAYWOOD PROVISIO OFFICER	-	-	24,932.00	0.0
01-10-30455	OCCUPANCY PERMIT	915.00	4,831.00	1,000.00	483.1
01-10-30480	VACANT BLDG REGISTRATION	4,225.00	38,975.00	50,000.00	78.0
01-10-30516	POLICE/FIRE REPORTS	-	245.00	5,000.00	4.9
01-10-30630	TRANSFER STAMPS	12,095.00	294,509.47	250,000.00	117.8
01-10-30760	50 / 50 SIDEWALK	-	12,615.15	15,000.00	84.1
	<b>TOTAL FEES</b>	<b>274,160.73</b>	<b>2,233,387.95</b>	<b>1,564,432.00</b>	<b>142.8</b>
01-10-30200	BUSINESS LICENSE	-	6,942.95	80,000.00	8.7
01-10-30240	CONTRACTORS LICENSE	6,605.00	51,700.00	60,000.00	86.2
01-10-30250	DOG TAGS	110.00	1,720.00	2,500.00	68.8
01-10-30390	LIQUOR LICENSE	-	3,402.05	55,000.00	6.2
01-10-30470	PARKING PERMITS	800.00	9,051.00	10,000.00	90.5
01-10-30650	VEHICLE STICKERS	2,497.50	40,239.00	300,000.00	13.4
01-10-30660	VENDING PERMITS	-	240.00	-	
	<b>TOTAL LICENCES</b>	<b>10,012.50</b>	<b>113,295.00</b>	<b>507,500.00</b>	<b>22.3</b>
01-10-30370	INTEREST	25.16	417.64	2,000.00	20.9
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>25.16</b>	<b>2,617.64</b>	<b>3,250.00</b>	<b>80.5</b>
01-10-30330	GRANTS	17-	389,480.71	25,000.00	1557.9
	<b>TOTAL GRANTS</b>	<b>-</b>	<b>389,480.71</b>	<b>25,000.00</b>	<b>1557.9</b>

		FEBRUARY	YTD	FY'22	%
		ACTUAL	ACTUAL	BUDGET	USED
01-10-30520	COOK COUNTY PTAX	1,856,045.38	8,604,033.04	12,781,927.95	67.3
01-10-30522	SALES TAX	219,887.11	2,050,602.38	1,500,000.00	136.7
01-10-30523	INCOME TAX	399,454.62	2,889,122.42	2,425,000.00	119.1
01-10-30524	PERS PROP REPLACE TAX	-	1,108,936.03	625,000.00	177.4
01-10-30526	LOCAL USE TAX	116,286.29	770,107.43	700,000.00	110.0
01-10-30529	TELECOMMUNICATIONS TAX	-	239,357.25	425,000.00	56.3
01-10-30531	COMM ED UTAX	86,864.18	646,782.93	700,000.00	92.4
01-10-30532	NI GAS UTAX	97,542.15	390,832.30	350,000.00	111.7
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	5,272.02	61,214.76	25,000.00	244.9
01-10-30547	CANNABIS USE TAX - NEW	3,265.89	30,284.03	20,000.00	151.4
	<b>TOTAL TAXES</b>	<b>2,784,617.64</b>	<b>16,791,272.57</b>	<b>27,748,980.95</b>	<b>60.5</b>
01-10-30260	DONATIONS	-	(17,774.76)	3,500.00	-507.9
01-10-30410	MAINTENANCE OF HIGHWAYS	-	191,321.97	45,000.00	425.2
01-10-30440	MISC	(32,115.33)	120,064.74	100,000.00	120.1
01-10-30550	REIMBURSEMENTS TO VILLAGE	427,046.50	671,337.99	150,000.00	447.6
01-10-30590	SALE OF PROPERTY	-	19,022.00	150,000.00	12.7
01-10-30600	SPECIAL SIGNS	196.00	543.90	750.00	72.5
01-10-30730	ZONING MAPS	50.00	3,800.00	250.00	1520.0
	<b>TOTAL OTHER</b>	<b>395,177.17</b>	<b>988,315.84</b>	<b>449,500.00</b>	<b>219.9</b>
	<b>GRAND TOTAL</b>	<b>3,510,626.51</b>	<b>20,980,256.74</b>	<b>31,108,662.95</b>	<b>67.4</b>

VILLAGE OF MAYWOOD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>CORPORATE</b>					
01-10-30125 ADMINISTRATIVE HEARINGS	13,100.00	39,819.00	25,000.00	( 14,819.00)	159.3
01-10-30126 COMPLIANCE TICKETS	150.00	2,475.00	7,500.00	5,025.00	33.0
01-10-30130 AMBULANCE & RESCUE FEES	78,476.31	769,208.38	525,000.00	( 244,208.38)	146.5
01-10-30136 CPR CLASS	.00	35.00	.00	( 35.00)	.0
01-10-30140 ANIMAL RELEASE	.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	10.00	40.00	.00	( 40.00)	.0
01-10-30160 BOOT CHARGES	500.00	500.00	10,000.00	9,500.00	5.0
01-10-30170 BUILDING PERMITS	131,501.88	857,176.16	350,000.00	( 507,176.16)	244.9
01-10-30175 ENTERPRISE ZONE	.00	5,743.32	20,000.00	14,256.68	28.7
01-10-30200 BUSINESS LICENSE	.00	6,942.95	80,000.00	73,057.05	8.7
01-10-30211 CLERK'S OFFICE FEES	250.00	1,870.97	1,500.00	( 370.97)	124.7
01-10-30220 FRANCHISE FEES	43,572.54	195,007.50	250,000.00	54,992.50	78.0
01-10-30230 CERTIFICATE OF INSPECTION	3,115.00	43,210.00	50,000.00	6,790.00	86.4
01-10-30235 CODE VIOLATIONS	2,750.00	4,350.00	.00	( 4,350.00)	.0
01-10-30240 CONTRACTORS LICENSE	6,605.00	51,700.00	60,000.00	8,300.00	86.2
01-10-30250 DOG TAGS	110.00	1,720.00	2,500.00	780.00	68.8
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	.00	5,369.00	.00	( 5,369.00)	.0
01-10-30330 GRANTS	.00	389,480.71	25,000.00	( 364,480.71)	1557.9
01-10-30335 HEALTH INSPECTIONS	.00	1,170.00	15,000.00	13,830.00	7.8
01-10-30365 JUDGEMENTS & LIENS	1,100.00	37,830.00	55,000.00	17,170.00	68.8
01-10-30370 INTEREST	25.16	417.64	2,000.00	1,582.36	20.9
01-10-30390 LIQUOR LICENSE	.00	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	.00	191,321.97	45,000.00	( 146,321.97)	425.2
01-10-30440 MISC	( 32,115.33)	120,064.74	100,000.00	( 20,064.74)	120.1
01-10-30445 IL DEBT RECOVERY PROGRAM	2,898.61	35,960.22	150,000.00	114,039.78	24.0
01-10-30450 REDLIGHT REVENUE	875.00	129,506.95	100,000.00	( 29,506.95)	129.5
01-10-30455 OCCUPANCY PERMIT	915.00	4,831.00	1,000.00	( 3,831.00)	483.1
01-10-30460 PARKING FINES	16,195.00	87,845.00	250,000.00	162,155.00	35.1
01-10-30470 PARKING PERMITS	800.00	9,051.00	10,000.00	949.00	90.5
01-10-30480 VACANT BLDG REGISTRATION	4,225.00	38,975.00	50,000.00	11,025.00	78.0
01-10-30500 POLICE TOWING	8,019.00	110,188.00	150,000.00	39,812.00	73.5
01-10-30516 POLICE/FIRE REPORTS	.00	245.00	5,000.00	4,755.00	4.9
01-10-30519 POLICE SEIZURES	1,045.70	6,135.11	30,000.00	23,864.89	20.5
01-10-30520 COOK COUNTY PTAX -MB FINANCIAL	1,856,045.38	8,604,033.04	12,781,927.95	4,177,894.91	67.3
01-10-30521 POLICE TRAFFIC ENFORCEMENT	.00	6,127.75	17,500.00	11,372.25	35.0
01-10-30522 SALES TAX	219,887.11	2,050,602.38	1,500,000.00	( 550,602.38)	136.7
01-10-30523 INCOME TAX	399,454.62	2,889,122.42	2,425,000.00	( 464,122.42)	119.1
01-10-30524 PERS PROP REPLACE TAX	.00	1,108,936.03	625,000.00	( 483,936.03)	177.4
01-10-30526 LOCAL USE TAX	116,286.29	770,107.43	700,000.00	( 70,107.43)	110.0
01-10-30529 TELECOMMUNICATIONS TAX	.00	239,357.25	425,000.00	185,642.75	56.3
01-10-30531 COMM ED UTAX	86,864.18	646,782.93	700,000.00	53,217.07	92.4
01-10-30532 NI GAS UTAX	97,542.15	390,832.30	350,000.00	( 40,832.30)	111.7
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	5,272.02	61,214.76	25,000.00	( 36,214.76)	244.9
01-10-30547 CANNABIS USE TAX	3,265.89	30,284.03	20,000.00	( 10,284.03)	151.4
01-10-30550 REIMBURSEMENTS TO VILLAGE	427,046.50	671,337.99	150,000.00	( 521,337.99)	447.6

VILLAGE OF MAYWOOD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 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	196.00	543.90	750.00	206.10	72.5
01-10-30620 SUMMARY ABATEMENT	.00	.00	1,000.00	1,000.00	.0
01-10-30630 TRANSFER STAMPS	12,095.00	294,509.47	250,000.00	( 44,509.47)	117.8
01-10-30650 VEHICLE STICKERS	2,497.50	40,239.00	300,000.00	259,761.00	13.4
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	50.00	3,800.00	250.00	( 3,550.00)	1520.0
01-10-30760 50 / 50 SIDEWALK	.00	12,615.15	15,000.00	2,384.85	84.1
<b>TOTAL CORPORATE</b>	<b>3,510,626.51</b>	<b>20,980,256.74</b>	<b>31,108,662.95</b>	<b>10,128,406.21</b>	<b>67.4</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>3,510,626.51</b>	<b>20,999,294.74</b>	<b>31,108,662.95</b>	<b>10,109,368.21</b>	<b>67.5</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VILLAGE CLERK</u>					
01-11-40100	STRAIGHT TIME	8,890.52	97,698.92	115,568.96	17,870.04 84.5
01-11-40310	SICK BUY BACK	.00	2,229.28	1,500.00 (	729.28) 148.6
01-11-40400	FICA TAXES	637.12	7,214.47	8,841.03	1,626.56 81.6
01-11-40410	I.M.R.F.	68.04	1,779.05	4,629.11	2,850.06 38.4
01-11-40415	HEALTH/VISION/LIFE INSURANCE	3,183.86	31,838.60	45,540.46	13,701.86 69.9
01-11-53000	CODIFICATION	.00	12,317.25	5,500.00 (	6,817.25) 224.0
01-11-53100	RECORD CONVERSION	.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	142.09	450.00	307.91 31.6
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>12,779.54</b>	<b>162,811.61</b>	<b>203,929.56</b>	<b>41,117.95 79.8</b>
<u>VILLAGE MANAGER</u>					
01-12-40100	STRAIGHT TIME	10,153.94	188,133.32	203,150.16	15,016.84 92.6
01-12-40310	SICK BUY BACK	.00	4,307.32	5,500.00	1,192.68 78.3
01-12-40400	FICA TAXES	815.06	14,615.20	14,775.99	160.79 98.9
01-12-40410	I.M.R.F.	87.32	3,274.49	8,691.76	5,417.27 37.7
01-12-40415	HEALTH/VISION/LIFE INSURANCE	.00	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	540.00	2,744.00	3,500.00	756.00 78.4
01-12-52400	CONTRACTUAL/PROF SERVICES	.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	99.02	400.00	300.98 24.8
01-12-55200	COURIER SERVICES	.00	.00	100.00	100.00 .0
01-12-55410	CELULLAR 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	.00	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>11,596.32</b>	<b>274,290.11</b>	<b>401,626.18</b>	<b>127,336.07 68.3</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
01-14-40100 STRAIGHT TIME	22,679.32	244,696.41	312,058.92	67,362.51	78.4
01-14-40200 OVERTIME	34.06	864.69	3,000.00	2,135.31	28.8
01-14-40310 SICK BUY BACK	.00	4,430.96	6,000.00	1,569.04	73.9
01-14-40400 FICA TAXES	1,621.17	17,996.02	23,872.51	5,876.49	75.4
01-14-40410 I.M.R.F.	195.18	5,013.09	14,042.65	9,029.56	35.7
01-14-40415 HEALTH/LIFE/VISION INSURANCE	8,536.82	82,395.23	116,178.50	33,783.27	70.9
01-14-52400 CONTRACTUAL/PROF SERVICES	217.46	73,949.12	123,252.91	49,303.79	60.0
01-14-54500 EQUIPMENT RENTAL/LEASE	.00	12,855.60	11,000.00	( 1,855.60)	116.9
01-14-55100 POSTAGE	.00	12,368.42	7,500.00	( 4,868.42)	164.9
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	.00	6,147.47	1,000.00	( 5,147.47)	614.8
<b>TOTAL FINANCE</b>	<b>33,284.01</b>	<b>522,032.76</b>	<b>668,405.49</b>	<b>146,372.73</b>	<b>78.1</b>
<u>LAW</u>					
01-15-52400 CONTRACTUAL/PROF SERVICES	70,351.23	309,549.83	300,000.00	( 9,549.83)	103.2
01-15-53800 ADVERTISING	.00	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	.00	6,458.00	2,500.00	( 3,958.00)	258.3
<b>TOTAL LAW</b>	<b>70,351.23</b>	<b>326,858.83</b>	<b>308,000.00</b>	<b>( 18,858.83)</b>	<b>106.1</b>
<u>MANAGEMENT INFORMATION SYSTE</u>					
01-18-51700 COMPUTER CONSULTANT	6,300.00	67,647.00	95,000.00	27,353.00	71.2
01-18-54700 SERVICE AGREEMENT	.00	.00	15,771.00	15,771.00	.0
01-18-55400 TELEPHONE	.00	.00	600.00	600.00	.0
01-18-56500 SUBSCRIPTIONS	.00	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>6,300.00</b>	<b>100,313.65</b>	<b>144,298.00</b>	<b>43,984.35</b>	<b>69.5</b>
<u>CENTRAL SERVICES</u>					
01-19-55400 TELEPHONE	4,940.80	247,503.41	125,000.00	( 122,503.41)	198.0
01-19-58000 HEALTH INSURANCE	550,258.84	1,189,538.60	540,000.00	( 649,538.60)	220.3
<b>TOTAL CENTRAL SERVICES</b>	<b>555,199.64</b>	<b>1,437,042.01</b>	<b>665,000.00</b>	<b>( 772,042.01)</b>	<b>216.1</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRESIDENT &amp; TRUSTEES</u>					
01-20-40100	REGULAR SALARIES	11,530.80	126,452.56	138,359.44	11,906.88 91.4
01-20-40310	SICK BUY BACK	.00	1,615.39	1,350.00 (	265.39) 119.7
01-20-40400	FICA TAXES	880.28	9,411.20	10,584.50	1,173.30 88.9
01-20-40410	I.M.R.F.	56.62	1,309.07	2,630.67	1,321.60 49.8
01-20-40415	HEALTH/VISION/LIFE INSURANCE	135.10	2,646.46	34,560.24	31,913.78 7.7
01-20-51300	VEHICLE MAINTENANCE	.00	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	9.48	500.00	490.52 1.9
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	425.00	27,600.04	30,000.00	2,399.96 92.0
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	762.13	6,135.12	5,628.00 (	507.12) 109.0
01-20-87000	CAPITAL OUTLAY - OVER \$5,000	.00	49,046.74	.00 (	49,046.74) .0
01-20-87100	INTEREST EXPENSE	.00	509.49	.00 (	509.49) .0
	<b>TOTAL PRESIDENT &amp; TRUSTEES</b>	<b>13,789.93</b>	<b>232,334.66</b>	<b>242,012.85</b>	<b>9,678.19 96.0</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 10 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CODE ENFORCEMENT</u>					
01-23-40100 STRAIGHT TIME	38,781.20	345,949.55	503,724.38	157,774.83	68.7
01-23-40200 ALL OVERTIME	84.12	3,500.52	5,000.00	1,499.48	70.0
01-23-40310 SICK BUY BACK	.00	1,718.28	3,500.00	1,781.72	49.1
01-23-40400 FICA TAXES	2,817.18	25,545.63	38,534.92	12,989.29	66.3
01-23-40410 I.M.R.F.	334.22	6,942.91	22,667.60	15,724.69	30.6
01-23-40415 HEALTH/VISION/LIFE INSURANCE	11,557.34	97,680.02	98,812.90	1,132.88	98.9
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	243.00	4,579.00	7,000.00	2,421.00	65.4
01-23-52400 CONTRACTUAL/PROF SERVICES	3,200.00	92,122.25	75,000.00	( 17,122.25)	122.8
01-23-52500 BOARD UP SERVICES	.00	.00	5,000.00	5,000.00	.0
01-23-54500 EQUIPMENT RENTAL/LEASE	310.00	5,848.38	5,000.00	( 848.38)	117.0
01-23-55100 POSTAGE	.00	718.44	2,500.00	1,781.56	28.7
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	.00	3,620.00	5,000.00	1,380.00	72.4
01-23-56100 MEMBERSHIP & DUES	126.77	271.77	3,000.00	2,728.23	9.1
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	50.78	3,942.61	5,000.00	1,057.39	78.9
01-23-60200 ANIMAL CONTROL SUPPLIES	774.24	1,074.24	2,000.00	925.76	53.7
01-23-60300 ANIMAL CONTROL IMPOUND	920.00	33,577.00	30,000.00	( 3,577.00)	111.9
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>59,198.85</b>	<b>648,446.75</b>	<b>853,042.22</b>	<b>204,595.47</b>	<b>76.0</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-40-40100 SALARY-REGULAR	361,670.73	4,104,789.04	5,541,595.26	1,436,806.22	74.1
01-40-40200 ALL OVERTIME	11,843.63	333,577.53	350,000.00	16,422.47	95.3
01-40-40310 SICK BUY BACK	.00	22,648.33	40,000.00	17,351.67	56.6
01-40-40311 COURT TIME	1,038.11	1,038.11	.00	( 1,038.11)	.0
01-40-40400 FICA TAXES	10,189.96	116,702.07	159,592.28	42,890.21	73.1
01-40-40410 I.M.R.F.	604.58	17,441.08	46,212.08	28,771.00	37.7
01-40-40415 HEALTH/VISION/LIFE INSURANCE	103,342.94	984,236.11	1,550,635.94	566,399.83	63.5
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	3,830.00	32,761.46	50,000.00	17,238.54	65.5
01-40-51200 MAINTENANCE EQUIPMENT	.00	2,415.23	20,000.00	17,584.77	12.1
01-40-51300 MAINTENANCE VEHICLE	13,387.20	43,176.40	70,000.00	26,823.60	61.7
01-40-52400 CONTRACTUAL/PROF SERVICES	4,663.00	65,025.88	79,200.00	14,174.12	82.1
01-40-54500 EQUIPMENT RENTAL/LEASE	.00	7,802.96	26,000.00	18,197.04	30.0
01-40-55100 POSTAGE	.00	13,054.80	10,000.00	( 3,054.80)	130.6
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	701.50	6,185.66	9,000.00	2,814.34	68.7
01-40-56100 MEMBERSHIP & DUES	.00	2,210.00	20,000.00	17,790.00	11.1
01-40-56300 TRAINING	1,616.35	16,802.61	34,900.00	18,097.39	48.2
01-40-56500 EDUCATION REIMBURSEMENT	.00	.00	20,000.00	20,000.00	.0
01-40-56600 REFERENCE MATERIAL	159.00	159.00	500.00	341.00	31.8
01-40-60100 OFFICE SUPPLIES	178.76	9,529.83	15,000.00	5,470.17	63.5
01-40-60400 PROGRAM SUPPLIES	.00	1,383.67	9,000.00	7,616.33	15.4
01-40-61000 FOOD	10.50	667.77	5,000.00	4,332.23	13.4
01-40-61500 UNIFORMS	1,633.03	3,075.03	5,000.00	1,924.97	61.5
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	38,510.32	65,390.85	67,569.80	2,178.95	96.8
01-40-87000 CAPITAL OUTLAY-OVER \$5,000	.00	283,077.63	.00	( 283,077.63)	.0
01-40-87100 INTEREST EXPENSE	3,570.95	3,570.95	.00	( 3,570.95)	.0
<b>TOTAL POLICE</b>	<b>556,950.56</b>	<b>6,226,175.87</b>	<b>12,988,965.36</b>	<b>6,762,789.49</b>	<b>47.9</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
01-41-40100 SALARY-REGULAR	291,917.08	3,244,174.47	3,790,496.31	546,321.84	85.6
01-41-40200 ALL OVERTIME	21,273.96	255,034.02	200,000.00	( 55,034.02)	127.5
01-41-40310 SICK BUY BACK	.00	67,539.91	75,000.00	7,460.09	90.1
01-41-40320 EMT PAY	2,300.00	24,940.00	33,000.00	8,060.00	75.6
01-41-40400 FICA TAXES	4,880.96	55,671.50	62,109.28	6,437.78	89.6
01-41-40410 I.M.R.F.	73.38	1,886.83	4,991.28	3,104.45	37.8
01-41-40415 HEALTH/VISION/LIFE INSURANCE	73,541.46	738,611.89	1,122,262.75	383,650.86	65.8
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	225.99	4,118.28	32,000.00	27,881.72	12.9
01-41-51200 MAINTENANCE EQUIPMENT	3,447.01	8,682.30	20,000.00	11,317.70	43.4
01-41-51300 MAINTENANCE VEHICLE	4,499.83	38,812.05	125,000.00	86,187.95	31.1
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	56.52	500.00	443.48	11.3
01-41-55400 TELEPHONE	396.85	1,232.60	55,000.00	53,767.40	2.2
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	50.00	9,128.56	25,000.00	15,871.44	36.5
01-41-60100 OFFICE SUPPLIES	.00	663.34	1,500.00	836.66	44.2
01-41-60300 JANITORIAL SUPPLIES	126.92	810.07	3,000.00	2,189.93	27.0
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	107.25	1,792.15	1,500.00	( 292.15)	119.5
01-41-62600 FUEL	.00	19,647.85	30,000.00	10,352.15	65.5
01-41-63000 MEDICAL SUPPLIES	1,316.53	26,974.86	20,000.00	( 6,974.86)	134.9
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>404,157.22</b>	<b>4,996,081.68</b>	<b>9,606,560.92</b>	<b>4,610,479.24</b>	<b>52.0</b>
<u>POLICE &amp; FIRE COMMISSION</u>					
01-42-52400 CONTRACTUAL/PROF SERVICES	3,000.00	21,914.48	45,000.00	23,085.52	48.7
01-42-53300 COMMISSIONERS	1,450.00	13,900.00	19,200.00	5,300.00	72.4
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	77.51	1,000.00	922.49	7.8
<b>TOTAL POLICE &amp; FIRE COMMISSION</b>	<b>4,450.00</b>	<b>39,263.89</b>	<b>71,500.00</b>	<b>32,236.11</b>	<b>54.9</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
01-50-40100 STRAIGHT TIME	37,849.87	340,855.63	382,268.17	41,412.54	89.2
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	2,729.07	24,671.00	29,243.52	4,572.52	84.4
01-50-40410 I.M.R.F.	325.24	6,892.58	17,202.07	10,309.49	40.1
01-50-40415 HEALTH/VISION/LIFE INSURANCE	12,161.38	121,201.64	150,122.86	28,921.22	80.7
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	18,055.77	65,000.00	46,944.23	27.8
01-50-51300 MAINTENANCE VEHICLE	1,040.00	84,031.82	80,000.00	( 4,031.82)	105.0
01-50-52100 MAINTENANCE ELECTRICAL	.00	87,536.76	80,500.00	( 7,036.76)	108.7
01-50-52400 CONTRACTUAL/PROF SERVICES	45,538.87	722,757.88	589,500.00	( 133,257.88)	122.6
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	1,227.69	1,600.00	372.31	76.7
01-50-60300 JANITORIAL SUPPLIES	.00	2,496.16	10,000.00	7,503.84	25.0
01-50-60600 OTHER SUPPLIES	.00	10,505.39	17,000.00	6,494.61	61.8
01-50-61500 UNIFORMS	.00	10,177.48	6,423.04	( 3,754.44)	158.5
01-50-62200 MAINTENANCE SUPPLIES	136.58	14,905.73	25,000.00	10,094.27	59.6
01-50-62610 GASOLINE	.00	37,182.65	70,000.00	32,817.35	53.1
01-50-62650 ELECTRIC	.00	155.10	4,000.00	3,844.90	3.9
01-50-62670 HEAT	.00	2,007.69	9,000.00	6,992.31	22.3
01-50-71000 LEASE PAYMENTS	2,168.17	105,878.79	121,637.34	15,758.55	87.0
01-50-87100 INTEREST EXPENSE	197.83	6,549.08	.00	( 6,549.08)	.0
<b>TOTAL PUBLIC WORKS</b>	<b>102,147.01</b>	<b>1,617,106.53</b>	<b>1,722,397.00</b>	<b>105,290.47</b>	<b>93.9</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LAND &amp; BUILDINGS</u>					
01-53-40100 STRAIGHT ITME	26,151.20	227,598.01	272,349.79	44,751.78	83.6
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	1,906.02	16,567.64	20,834.76	4,267.12	79.5
01-53-40410 I.M.R.F.	224.89	4,548.18	12,255.74	7,707.56	37.1
01-53-40415 HEALTH/VISION/LIFE INSURANCE	7,001.06	69,384.74	100,114.56	30,729.82	69.3
01-53-51200 MAINTENANCE EQUIPMENT	.00	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	77,859.28	90,294.24	12,434.96	86.2
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	.00	6,526.63	5,062.20	( 1,464.43)	128.9
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>35,283.17</b>	<b>453,009.44</b>	<b>571,927.29</b>	<b>118,917.85</b>	<b>79.2</b>
<u>COMMUNITY DEVELOPMENT</u>					
01-54-40100 STRAIGHT TIME	6,831.81	100,288.46	50,000.48	( 50,287.98)	200.6
01-54-40310 SICK BUY BACK	.00	696.16	3,000.00	2,303.84	23.2
01-54-40400 FICA TAXES	515.82	7,614.74	14,213.74	6,599.00	53.6
01-54-40410 I.M.R.F.	58.64	2,099.29	8,361.02	6,261.73	25.1
01-54-40415 HEALTH/VISION/LIFE INSURANCE	421.22	7,270.16	24,439.27	17,169.11	29.8
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	400.27	3,000.00	2,599.73	13.3
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	.00	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	.00	14,100.00	25,000.00	10,900.00	56.4
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>7,827.49</b>	<b>145,330.64</b>	<b>181,664.51</b>	<b>36,333.87</b>	<b>80.0</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HUMAN RESOURCES</u>					
01-56-40100 STRAIGHT TIME	12,469.30	150,925.27	237,529.34	86,604.07	63.5
01-56-40310 SICK BUY BACK	.00	1,333.44	3,500.00	2,166.56	38.1
01-56-40400 FICA TAXES	880.99	10,846.15	18,170.99	7,324.84	59.7
01-56-40410 I.M.R.F.	100.16	2,871.61	10,688.82	7,817.21	26.9
01-56-40415 HEALTH/VISION/LIFE INSURANCE	742.38	15,381.04	23,263.44	7,882.40	66.1
01-56-40550 UNEMPLOYMENT INSURANCE	.00	.00	10,000.00	10,000.00	.0
01-56-40900 EMPLOYEE SOCIAL	.00	7,365.08	10,000.00	2,634.92	73.7
01-56-52400 CONTRACTUAL/PROF SERVICES	.00	35,799.89	85,560.00	49,760.11	41.8
01-56-53800 ADVERTISING	.00	655.00	1,000.00	345.00	65.5
01-56-55100 POSTAGE	.00	16.95	150.00	133.05	11.3
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
01-56-56100 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	540,728.36	761,173.00	220,444.64	71.0
01-56-59400 FIDELITY BONDS	.00	297.50	2,000.00	1,702.50	14.9
01-56-59500 CLAIMS PAYMENT	201,534.18	961,386.51	1,000,000.00	38,613.49	96.1
01-56-59800 WORKER'S COMP INSURANCE	.00	.00	168,274.00	168,274.00	.0
01-56-60100 OFFICE SUPPLIES	29.80	3,346.68	2,000.00	( 1,346.68)	167.3
01-56-61500 UNIFORM ALLOWANCE	.00	1,125.00	2,250.00	1,125.00	50.0
<b>TOTAL HUMAN RESOURCES</b>	<b>215,756.81</b>	<b>1,732,978.81</b>	<b>2,343,533.07</b>	<b>610,554.26</b>	<b>74.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>2,089,071.78</b>	<b>18,913,525.40</b>	<b>30,972,862.45</b>	<b>12,059,337.05</b>	<b>61.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>1,421,554.73</b>	<b>2,085,769.34</b>	<b>135,800.50</b>	<b>( 1,949,968.84)</b>	<b>1535.9</b>

VILLAGE OF MAYWOOD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 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	81,946.90	822,099.81	362,488.00	( 459,611.81)	226.8
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>81,946.90</b>	<b>1,086,704.11</b>	<b>890,788.00</b>	<b>( 195,916.11)</b>	<b>122.0</b>
<b>TOTAL FUND REVENUE</b>	<b>81,946.90</b>	<b>1,086,704.11</b>	<b>890,788.00</b>	<b>( 195,916.11)</b>	<b>122.0</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

MOTOR FUEL TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR FUEL TAX</u>					
12-10-40110 SALARY	12,752.86	124,581.71	132,600.00	8,018.29	94.0
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	913.84	8,918.99	10,143.90	1,224.91	87.9
12-10-40410 IMRF	109.68	1,769.23	5,967.00	4,197.77	29.7
12-10-40415 HEALTH/VISION/LIFE INSURANCE	4,573.80	28,060.60	65,420.78	37,360.18	42.9
12-10-80000 CAPITAL	.00	.00	528,000.00	528,000.00	.0
12-10-89013 GENERAL MAINTENANCE	4,811.45	129,774.00	142,656.00	12,882.00	91.0
<b>TOTAL MOTOR FUEL TAX</b>	<b>23,161.63</b>	<b>293,104.53</b>	<b>890,787.68</b>	<b>597,683.15</b>	<b>32.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>23,161.63</b>	<b>293,104.53</b>	<b>890,787.68</b>	<b>597,683.15</b>	<b>32.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>58,785.27</b>	<b>793,599.58</b>	<b>.32 (</b>	<b>793,599.26)</b>	<b>24799</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 10 MONTHS ENDING FEBRUARY 28, 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 10 MONTHS ENDING FEBRUARY 28, 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
<b>TOTAL RECREATION</b>	<b>.00</b>	<b>.00</b>	<b>483,000.00</b>	<b>483,000.00</b>	<b>.0</b>
<u>RECREATION SERVICES</u>					
15-61-30540 RECREATION FEES	.00	1,635.00	.00 (	1,635.00)	.0
<b>TOTAL RECREATION SERVICES</b>	<b>.00</b>	<b>1,635.00</b>	<b>.00 (</b>	<b>1,635.00)</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>1,635.00</b>	<b>483,000.00</b>	<b>481,365.00</b>	<b>.3</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS &amp; RECREATION</u>					
15-60-52400 CONTRACTUAL/PROF SERVICES	4,000.00	9,337.72	438,000.00	428,662.28	2.1
15-60-54500 EQUIPMENT RENTAL/LEASE	.00	.00	3,500.00	3,500.00	.0
15-60-55400 TELEPHONE	.00	2,184.83	4,000.00	1,815.17	54.6
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	.00	671.99	1,500.00	828.01	44.8
TOTAL PARKS & RECREATION	<u>4,000.00</u>	<u>12,233.98</u>	<u>483,000.00</u>	<u>470,766.02</u>	<u>2.5</u>
TOTAL FUND EXPENDITURES	<u>4,000.00</u>	<u>12,233.98</u>	<u>483,000.00</u>	<u>470,766.02</u>	<u>2.5</u>
NET REVENUE OVER EXPENDITURES	<u>( 4,000.00)</u>	<u>( 10,598.98)</u>	<u>.00</u>	<u>10,598.98</u>	<u>.0</u>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 10 MONTHS ENDING FEBRUARY 28, 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 10 MONTHS ENDING FEBRUARY 28, 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 10 MONTHS ENDING FEBRUARY 28, 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
TOTAL FEDERAL GRANT FUNDS	.00	1,765,710.76	.00	( 1,765,710.76)	.0
TOTAL FUND REVENUE	.00	1,765,710.76	.00	( 1,765,710.76)	.0

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

FEDERAL GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
22-36-52400 CONTRACTUAL /PROF SERVICES	8.00	2,251.00	.00	( 2,251.00)	.0
22-36-56300 TRAINING	310.00	310.00	.00	( 310.00)	.0
22-36-60600 OTHER SUPPLIES	.00	( 1,133.27)	.00	1,133.27	.0
<b>TOTAL DEPARTMENT 36</b>	<b>318.00</b>	<b>1,427.73</b>	<b>.00</b>	<b>( 1,427.73)</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>318.00</b>	<b>1,427.73</b>	<b>.00</b>	<b>( 1,427.73)</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 318.00)</b>	<b>1,764,283.03</b>	<b>.00</b>	<b>( 1,764,283.03)</b>	<b>.0</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

2015 BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>2015 BOND FUND</u>						
30-10-30370	INTEREST	.00	153.23	131,000.00	130,846.77	.1
30-10-30520	PROPERTY TAXES	4,327.39	1,371,705.33	2,620,000.00	1,248,294.67	52.4
TOTAL 2015 BOND FUND		4,327.39	1,371,858.56	2,751,000.00	1,379,141.44	49.9
TOTAL FUND REVENUE		4,327.39	1,371,858.56	2,751,000.00	1,379,141.44	49.9

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

2015 BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>2015 BOND FUND</u>						
30-10-70000	PRINCIPAL PAYMENT	.00	2,620,000.00	2,620,000.00	.00	100.0
30-10-70001	INTEREST	.00	131,000.00	131,000.00	.00	100.0
TOTAL 2015 BOND FUND		.00	2,751,000.00	2,751,000.00	.00	100.0
TOTAL FUND EXPENDITURES		.00	2,751,000.00	2,751,000.00	.00	100.0
NET REVENUE OVER EXPENDITURES		4,327.39	( 1,379,141.44)	.00	1,379,141.44	.0

VILLAGE OF MAYWOOD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 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	1,566.00	13,240.54	25,000.00	11,759.46	53.0
41-55-30700 WATER DEPOSITS	( 500.00)	( 6,900.00)	.00	6,900.00	.0
41-55-30710 WATER SALES	548,458.22	5,575,640.13	7,200,000.00	1,624,359.87	77.4
41-55-30711 PENALTIES	30,591.30	283,939.80	350,000.00	66,060.20	81.1
41-55-30712 WRITE OFF/ADJUSTMENTS	.00	.00	( 200,000.00)	( 200,000.00)	.0
41-55-30716 TURNING WATER BACK ON	1,450.00	15,975.00	25,000.00	9,025.00	63.9
41-55-30750 SEWER REVENUE	25,797.64	268,683.47	324,000.00	55,316.53	82.9
41-55-30800 GARBAGE REVENUE	155,433.92	1,547,644.85	1,887,647.04	340,002.19	82.0
41-55-30900 REIMBURSEMENTS TO WATER FUND	.00	217.40	.00	( 217.40)	.0
TOTAL WATER COLLECTIONS	<u>762,797.08</u>	<u>7,698,441.19</u>	<u>9,612,147.04</u>	<u>1,913,705.85</u>	<u>80.1</u>
TOTAL FUND REVENUE	<u>762,797.08</u>	<u>7,698,441.19</u>	<u>9,612,147.04</u>	<u>1,913,705.85</u>	<u>80.1</u>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUMP STATION OPERATIONS</u>					
41-51-40100 STRAIGHT TIME	6,089.60	66,013.61	79,156.90	13,143.29	83.4
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	4,884.15	6,055.50	1,171.35	80.7
41-51-40410 I.M.R.F.	52.38	1,353.57	3,562.06	2,208.49	38.0
41-51-40415 HEALTH/VISION/LIFE INSURANCE	2,391.94	23,785.91	34,201.44	10,415.53	69.6
41-51-51100 MAINTENANCE BUILDINGS	.00	1,600.00	6,000.00	4,400.00	26.7
41-51-51200 MAINTENANCE EQUIPMENT	2,177.50	5,831.35	17,500.00	11,668.65	33.3
41-51-52400 CONTRACTUAL/PROF SERVICES	.00	9,281.00	12,500.00	3,219.00	74.3
41-51-55300 CELLULAR PHONE	.00	124.68	218.64	93.96	57.0
41-51-55400 TELEPHONE	.00	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	.00	1,155.14	1,300.00	144.86	88.9
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>11,144.98</b>	<b>119,933.00</b>	<b>176,616.22</b>	<b>56,683.22</b>	<b>67.9</b>

WATER & SEWER MAINTENANCE

41-52-40100 STRAIGHT TIME	27,072.80	294,119.84	346,693.52	52,573.68	84.8
41-52-40200 ALL OVERTIME	9,168.18	29,914.35	10,000.00 (	19,914.35)	299.1
41-52-40310 SICK BUY BACK	.00	5,188.40	5,000.00 (	188.40)	103.8
41-52-40400 FICA TAXES	2,637.90	23,840.42	26,522.05	2,681.63	89.9
41-52-40410 I.M.R.F.	311.69	6,540.20	15,601.21	9,061.01	41.9
41-52-40415 HEALTH/VISION/LIFE INSURANCE	9,964.80	99,014.27	126,917.86	27,903.59	78.0
41-52-51200 MAINTENANCE EQUIPMENT	.00	2,826.77	9,550.00	6,723.23	29.6
41-52-51300 MAINTENANCE VEHICLE	.00	43,070.74	35,000.00 (	8,070.74)	123.1
41-52-52400 CONTRACTUAL/PROF SERVICES	109,498.61	532,762.32	575,000.00	42,237.68	92.7
41-52-53400 WATER & SEWER REPAIRS	5,200.00	157,105.36	210,000.00	52,894.64	74.8
41-52-54500 EQUIPMENT RENTAL	.00	6,290.70	15,000.00	8,709.30	41.9
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	47,227.06	25,000.00 (	22,227.06)	188.9
41-52-61500 UNIFORMS	.00	7,699.53	4,783.48 (	2,916.05)	161.0
41-52-62200 MAINTENANCE SUPPLIES	54.00	8,664.05	10,000.00	1,335.95	86.6
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	.00	15,950.00	50,000.00	34,050.00	31.9
<b>TOTAL WATER &amp; SEWER MAINTENAN</b>	<b>163,907.98</b>	<b>1,310,967.80</b>	<b>1,676,510.12</b>	<b>365,542.32</b>	<b>78.2</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER COLLECTIONS</u>					
41-55-40100 STRAIGHT TIME	15,207.87	170,897.47	292,896.48	121,999.01	58.4
41-55-40200 ALL OVERTIME	125.28	1,718.30	2,500.00	781.70	68.7
41-55-40310 SICK BUY BACK	.00	2,499.27	2,500.00	.73	100.0
41-55-40400 FICA TAXES	1,096.37	12,608.19	22,406.50	9,798.31	56.3
41-55-40410 I.M.R.F.	131.66	3,542.62	13,180.20	9,637.58	26.9
41-55-40415 HEALTH/VISION/LIFE INSURANCE	5,533.68	57,073.69	119,793.02	62,719.33	47.6
41-55-52400 CONTRACTUAL/PROF SERVICES	9,999.72	143,831.53	280,000.00	136,168.47	51.4
41-55-54500 EQUIPMENT RENTAL/LEASE	.00	.00	1,064.16	1,064.16	.0
41-55-55100 POSTAGE	.00	11,006.36	2,000.00	( 9,006.36)	550.3
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	2,605,134.78	3,900,000.00	1,294,865.22	66.8
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	1,586,824.74	1,918,740.00	331,915.26	82.7
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	50.00	323.47	1,500.00	1,176.53	21.6
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>32,144.58</b>	<b>4,994,111.28</b>	<b>7,759,020.36</b>	<b>2,764,909.08</b>	<b>64.4</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>207,197.54</b>	<b>6,425,012.08</b>	<b>9,612,146.70</b>	<b>3,187,134.62</b>	<b>66.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>555,599.54</b>	<b>1,273,429.11</b>	<b>.34</b>	<b>( 1,273,428.77)</b>	<b>37453</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

ST CHARLES TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
71-33-30370 INTEREST	4.54	17.68	.00	( 17.68)	.0
TOTAL TIF ADMINISTRATION	4.54	17.68	.00	( 17.68)	.0
TOTAL FUND REVENUE	4.54	17.68	.00	( 17.68)	.0

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

ST CHARLES TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
71-33-52400 CONTRACTUAL/PROF SERVICES	2,054.40	9,096.90	.00	( 9,096.90)	.0
TOTAL TIF ADMINISTRATION	2,054.40	9,096.90	.00	( 9,096.90)	.0
TOTAL FUND EXPENDITURES	2,054.40	9,096.90	.00	( 9,096.90)	.0
NET REVENUE OVER EXPENDITURES	( 2,049.86)	( 9,079.22)	.00	9,079.22	.0

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

MADISON AVE TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
72-33-30370 INTEREST	.00	.81	1,000.00	999.19	.1
72-33-30620 MADISON AVE TIF	375,985.31	2,751,282.26	4,000,000.00	1,248,717.74	68.8
72-33-30900 APPROPRIATION OF FUND BALANCE	.00	.00	1,048,111.00	1,048,111.00	.0
<b>TOTAL TIF ADMINISTRATION</b>	<b>375,985.31</b>	<b>2,751,283.07</b>	<b>5,049,111.00</b>	<b>2,297,827.93</b>	<b>54.5</b>
<b>TOTAL FUND REVENUE</b>	<b>375,985.31</b>	<b>2,751,283.07</b>	<b>5,049,111.00</b>	<b>2,297,827.93</b>	<b>54.5</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

MADISON AVE TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
72-33-40100 REGULAR SALARIES	8,979.89	111,708.98	139,689.11	27,980.13	80.0
72-33-40310 SICK BUY BACK	.00	1,606.52	2,400.00	793.48	66.9
72-33-40400 FICA TAXES	668.91	8,449.50	10,686.22	2,236.72	79.1
72-33-40410 IMRF	77.12	2,221.06	6,286.01	4,064.95	35.3
72-33-40415 HEALTH/VISION/LIFE INSURANCE	1,264.42	15,449.99	30,674.28	15,224.29	50.4
72-33-52400 CONTRACTUAL/PROF SERVICES	65,070.50	301,690.56	409,000.00	107,309.44	73.8
72-33-80000 CAPITAL PROJECTS	.00	10,612.00	85,000.00	74,388.00	12.5
72-33-82000 PUBLIC IMPROVEMENTS	394,302.88	3,641,389.76	4,265,375.00	623,985.24	85.4
72-33-87000 FACADE PROGRAM	25,000.00	23,500.00	100,000.00	76,500.00	23.5
<b>TOTAL TIF ADMINISTRATION</b>	<b>495,363.72</b>	<b>4,116,628.37</b>	<b>5,049,110.62</b>	<b>932,482.25</b>	<b>81.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>495,363.72</b>	<b>4,116,628.37</b>	<b>5,049,110.62</b>	<b>932,482.25</b>	<b>81.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 119,378.41)</b>	<b>( 1,365,345.30)</b>	<b>.38</b>	<b>1,365,345.68</b>	<b>(35930)</b>

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

ROOSEVELT ROAD TIF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>						
73-33-30620	ROOSEVELT TIF	6,063.61	349,195.66	400,000.00	50,804.34	87.3
73-33-30900	APPROPRIATION OF FUND BALANC	.00	.00	50,000.00	50,000.00	.0
TOTAL TIF ADMINISTRATION		6,063.61	349,195.66	450,000.00	100,804.34	77.6
TOTAL FUND REVENUE		6,063.61	349,195.66	450,000.00	100,804.34	77.6

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

ROOSEVELT ROAD TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
73-33-40100 STRAIGHT TIME	4,325.72	64,460.92	78,511.37	14,050.45	82.1
73-33-40310 SICK BUY BACK	.00	982.62	1,200.00	217.38	81.9
73-33-40400 FICA	326.69	4,912.31	6,006.12	1,093.81	81.8
73-33-40410 IMRF	37.09	1,276.37	3,533.01	2,256.64	36.1
73-33-40415 HEALTH/VISION/LIFE INSURANCE	239.18	6,151.81	16,544.52	10,392.71	37.2
73-33-52400 CONTRACTUAL/PROF SERVICES	7,731.62	26,794.12	194,205.00	167,410.88	13.8
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
TOTAL TIF ADMINISTRATION	12,660.30	296,839.57	450,000.02	153,160.45	66.0
TOTAL FUND EXPENDITURES	12,660.30	296,839.57	450,000.02	153,160.45	66.0
NET REVENUE OVER EXPENDITURES	( 6,596.69)	52,356.09	( .02)	( 52,356.11)	26178

VILLAGE OF MAYWOOD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 10 MONTHS ENDING FEBRUARY 28, 2022

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
77-33-30440 ABANDONED PROPERTY GRANT	.00	63,262.50	250,000.00	186,737.50	25.3
77-33-30450 STRONG COMMUNITY PROGRAM GR	.00	.00	125,000.00	125,000.00	.0
<b>TOTAL DEPARTMENT 33</b>	<b>.00</b>	<b>63,262.50</b>	<b>375,000.00</b>	<b>311,737.50</b>	<b>16.9</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>63,262.50</b>	<b>375,000.00</b>	<b>311,737.50</b>	<b>16.9</b>

VILLAGE OF MAYWOOD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING FEBRUARY 28, 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>( 103,257.50)</b>	<b>.00</b>	<b>103,257.50</b>	<b>.0</b>





## ECONOMIC OPPORTUNITIES UPDATE

### VILLAGE PRESIDENT

Mayor Nathaniel George Booker

### BOARD OF TRUSTEES

53

Antonio Sanchez, Miguel Jones,  
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*

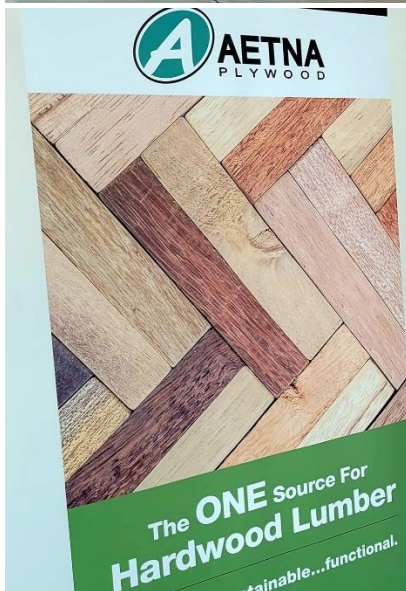
# Aetna Building Solutions

1401 St. Charles Rd



# AETNA

BUILDING SOLUTIONS



# Legends Grill

9 N 5<sup>th</sup> Ave



# Cintas Uniform Services

1201 St. Charles Rd

**CINTAS**<sup>®</sup>  
READY FOR THE WORKDAY<sup>®</sup>



**SCHEDULE OF EVENTS AS OF MARCH 12, 2022  
SUBJECT TO CHANGE**

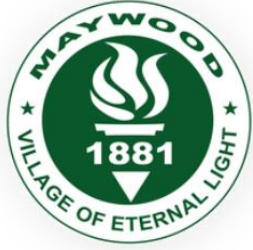


Please note the schedule is subject to change. To get the latest schedule please download the NLC Events App: [qrcr.de/CCC22App](http://qrcr.de/CCC22App)  
Last updated: 03.12.22

Date	Start Time	End Time	Event Name	Event Location
3/13/22	7:00 AM	5:00 PM	Ask NLC	Marquis Ballroom Foyer - Outside Salon 15
3/13/22	7:00 AM	5:00 PM	Registration	Marquis Ballroom Salons 16 & 17
3/13/22	7:45 AM	8:45 AM	First-Time Attendee Breakfast	Liberty Salons MNOP
3/13/22	8:00 AM	12:00 PM	NLC Board of Directors' Meeting	Independence Salons EFGH
3/13/22	8:00 AM	5:00 PM	NLC University Information Desk	Marquis Ballroom Foyer - near Salon 1
3/13/22	8:00 AM	5:00 PM	State Municipal League Staff Executive Directors and Staff Headquarters	Hospitality Suite 2054
3/13/22	8:00 AM	6:00 PM	Strategic Partners Lounge	Georgetown University
3/13/22	8:30 AM	10:30 AM	Strong Southern Communities Initiative (SSCI) Session	Marquis Salons 12 & 13
3/13/22	9:00 AM	10:30 AM	NLC 101	Cherry Blossom
3/13/22	9:00 AM	5:00 PM	NLC Infrastructure Headquarters for Federal Administration Partners	Tulip
3/13/22	9:00 AM	10:30 AM	NLC University - Federal Advocacy Media Training 101	Marquis Salons 2 & 3
3/13/22	9:00 AM	10:30 AM	NLC University - Cybersecurity: Where to Start & Understanding the Threat Landscape	Marquis Salon 1
3/13/22	11:00 AM	5:00 PM	Kansas City Summit 2022 Booth	Independence Ballroom Foyer- In Front of Salon C
3/13/22	11:00 AM	12:30 PM	NLC University - Leading in the Moment - A New Approach for Frontline Leaders	Marquis Salon 1
3/13/22	11:00 AM	12:30 PM	NLC University - Managing Federal Grants 101: Understanding Uniform Guidance	Marquis Salon 2 & 3
3/13/22	11:30 AM	12:30 PM	NLC Rail Roundtable	Union Station
3/13/22	12:00 PM	1:00 PM	Preregistration Required: Afterschool Policy Advisor's Network (APAN) Luncheon	University of DC & Catholic University
3/13/22	1:00 PM	4:00 PM	Community & Economic Development (CED) Federal Advocacy Committee Meeting	Liberty Salons L
3/13/22	1:00 PM	4:00 PM	Energy, Environment & Natural Resources (EENR) Federal Advocacy Committee Meeting	Independence ABC
3/13/22	1:00 PM	4:00 PM	Finance, Administration and Intergovernmental Relations (FAIR) Federal Advocacy Committee Meeting	Supreme Court
3/13/22	1:00 PM	4:00 PM	Human Development (HD) Federal Advocacy Committee Meeting	Liberty Salons IJK
3/13/22	1:00 PM	4:00 PM	Information, Technology & Communications (ITC) Federal Advocacy Committee Meeting	Archives
3/13/22	1:00 PM	2:30 PM	NLC University - Leading Through Disruption - An Introduction	Marquis Salon 1
3/13/22	1:00 PM	4:00 PM	Public Safety and Crime Prevention (PSCP) Federal Advocacy Committee Meeting	Independence Salon D
3/13/22	1:00 PM	5:00 PM	Savings and Solutions Pavilion	Liberty Ballroom Foyer
3/13/22	1:00 PM	3:30 PM	Strong Southern Communities Initiative (SSCI) & Federal Grant Navigation Cities Session	Marquis Salon 5
3/13/22	1:00 PM	4:00 PM	Transportation & Infrastructure Services (TIS) Federal Advocacy Committee Meeting	Liberty Salon MNOP
3/13/22	3:00 PM	4:30 PM	NLC University - Retail as a Catalyst for Economic Development	Marquis Salon 1
3/13/22	4:00 PM	5:30 PM	First Tier Suburbs Council Meeting	Independence Salons EFGH
3/13/22	4:00 PM	5:30 PM	NLC Advisory Council Meeting	Union Station
3/13/22	4:00 PM	5:30 PM	Race, Equity and Leadership (REAL) Council Meeting	University of DC & Catholic University
3/13/22	4:00 PM	5:00 PM	State League New League Director Orientation	Silver Linden
3/13/22	4:00 PM	6:00 PM	TCLC Legislative Briefing	Marquis Salon 4
3/13/22	4:00 PM	6:30 PM	Youth Delegates Orientation and Opening Session	Marquis Salon 5
3/13/22	4:30 PM	6:00 PM	University Communities Council Meeting	Supreme Court
3/13/22	5:00 PM	6:15 PM	Hispanic Elected Local Officials (HELO) Membership Meeting	Independence Salons ABC
3/13/22	5:30 PM	6:30 PM	National Black Caucus of Local Elected Officials (NBC-LEO) General Membership Meeting	Archives
3/13/22	6:00 PM	8:00 PM	State League Executive Directors & Staff Networking Reception- Invitation Only	Ciel Social Club
3/13/22	7:00 PM	8:00 PM	National Black Caucus - Local Elected Officials (NBC-LEO) Open House Engagement	University of DC & Catholic University
3/13/22	8:00 PM	10:00 PM	President's Reception	Georgetown University
3/14/22	7:00 AM	5:30 PM	Ask NLC	Marquis Ballroom Foyer- Outside Salon 15
3/14/22	7:00 AM	5:30 PM	Advocacy Central Open	Marquis Ballroom Foyer - outside Salon 14
3/14/22	7:00 AM	5:30 PM	Registration	Marquis Salons 16 & 17
3/14/22	7:15 AM	8:30 AM	Invitation Only: State League Executive Directors and Staff Breakfast	Independence ABC

3/14/22	7:30 AM	5:00 PM	Invitation Only: State Municipal League Staff Executive Directors and Staff Headquarters	Hospitality Suite 2054
3/14/22	7:30 AM	5:00 PM	Kansas City Summit 2022 Booth	Independence Ballroom Foyer- In Front of Salon C
3/14/22	7:30 AM	5:00 PM	Savings and Solutions Pavilion	Liberty Ballroom Foyer
3/14/22	8:00 AM	5:00 PM	Preregistration Required: White House Office Hours	Silver Linden
3/14/22	8:00 AM	6:00 PM	Strategic Partners Lounge	Georgetown University
3/14/22	8:30 AM	10:00 AM	Opening General Session	Marquis Salons 1-10
3/14/22	9:00 AM	1:00 PM	Democratic Municipal Officials State Chapters Leadership Development Brown Bag Lunch	Magnolia
3/14/22	9:00 AM	1:00 PM	Cities Leading the Way: Local Governments Building the Infrastructure to Support an Equitable Recovery for Young Children and Families	Archives
3/14/22	9:00 AM	5:00 PM	Preregistration Required: NLC Infrastructure Headquarters for Federal Administration Partners	Tulip
3/14/22	10:15 AM	11:30 AM	Building a Healthy, Supported, and Trained Workforce: How ARPA Can Help Your Community Invest in Worker Education and Training	Independence ABC
3/14/22	10:15 AM	11:30 AM	Closing the Digital Divide: Leveraging Federal Resources for Broadband, Digital Equity	Independence Salon D
3/14/22	10:15 AM	11:30 AM	Homelessness in Focus: Local Government Roles in Intervention and Prevention	Liberty Salons MNOP
3/14/22	10:15 AM	11:15 AM	Invitation Only: State League Executive Directors Only Session	Scarlet Oak
3/14/22	10:15 AM	11:30 AM	Making Your Community More Energy Wise: New Federal Grants for Energy Efficiency and Clean Energy	Liberty Salons IJK
3/14/22	10:15 AM	10:45 AM	Press Conference	Archive Foyer, M4 Level
3/14/22	10:15 AM	11:30 AM	Safer for All: How Your Community Can Benefit from New Federal Programs for Safer Streets and Rail Crossings	Liberty Salon L
3/14/22	10:15 AM	11:15 AM	Youth Delegates Session	Independence Salons EFGH
3/14/22	11:30 AM	12:30 PM	City Health Dashboard Congressional Districts Focus Group	Gallaudet University
3/14/22	11:30 AM	1:00 PM	Council on Youth, Education & Families Meeting	Cherry Blossom
3/14/22	11:30 AM	1:00 PM	Invitation Only: State League Executive Directors and Presidents Lunch	Union Station
3/14/22	11:30 AM	12:30 PM	Large Cities Council Meeting	Independence Salons EFGH
3/14/22	11:30 AM	1:00 PM	Military Communities Council Meeting	Mint
3/14/22	11:30 AM	1:00 PM	Preregistration Required: Women in Municipal Government (WIMG) Luncheon and Meeting	Capitol/Congress
3/14/22	11:30 AM	12:30 PM	Small Cities Council Meeting	Dogwood
3/14/22	11:30 AM	1:00 PM	Strategic Partner & Member Engagement Luncheon	University of DC & Catholic University
3/14/22	1:45 PM	3:15 PM	Afternoon General Session	Marquis Salons 1-10
3/14/22	3:45 PM	5:15 PM	Improving Your Community's Water Infrastructure: Opportunities for Federal Support	Liberty Salons IJK
3/14/22	3:45 PM	5:15 PM	Invitation Only: Mayors' Education Task Force Meeting	Archives
3/14/22	3:45 PM	5:15 PM	Legal Update: Court Cases Impacting Local Government	Independence Salons ABC
3/14/22	3:45 PM	5:15 PM	Moving Forward with Affordable Housing: Strategies for Development and Preservation	Liberty Salons MNOP
3/14/22	3:45 PM	5:15 PM	Protecting Against Cyberthreats: Resources for Your Community in the New Infrastructure Law	Independence Salon D
3/14/22	3:45 PM	5:15 PM	Transportation Partnership Playbook: Using Federal and State Transportation Programs to Rebuild Roads, Bridges and Culverts at Home	Liberty Salon L
3/14/22	3:45 PM	4:15 PM	Young Municipal Leaders Pop-Up Discussion	Lobby Lounge
3/14/22	5:15 PM	7:00 PM	League of Minnesota Cities Reception	Mint Room
3/14/22	5:30 PM	6:30 PM	Asian Pacific American Municipal Officials (APAMO) General Membership Meeting	Cherry Blossom
3/14/22	5:30 PM	6:45 PM	LGBTQ+ Local Officials (LGBTQ+LO) Membership Meeting	Union Station
3/14/22	5:30 PM	6:30 PM	Ticket required: Texas Municipal League Reception	Capitol/Congress
3/14/22	7:30 PM	9:00 PM	Ticket Required: Diversity Awards Event & Constituency Group Reception	Independence Salons EFGH
3/15/22	7:00 AM	1:00 PM	Registration	Marquis Salons 16 & 17
3/15/22	7:30 AM	12:30 PM	Ask NLC	Marquis Ballroom Foyer - Outside Salon 15
3/15/22	7:30 AM	12:30 PM	Kansas City Summit 2022 Booth	Independence Ballroom Foyer- In Front of Salon C
3/15/22	7:30 AM	12:15 PM	Savings and Solutions Pavilion	Liberty Ballroom Foyer
3/15/22	8:00 AM	5:00 PM	Preregistration Only: White House Office Hours	Silver Linden
3/15/22	8:00 AM	5:00 PM	State Municipal League Staff Executive Directors and Staff Headquarters	Hospitality Suite 2054
3/15/22	8:00 AM	6:00 PM	Strategic Partners Lounge	Georgetown University
3/15/22	8:30 AM	10:00 AM	Equity and Economic Development: Charting the Course for an Equitable Recovery	Liberty Salons MNOP
3/15/22	8:30 AM	10:00 AM	Federal Support for Local Resilience: How the New Infrastructure Law Can Help Your Community Invest in Disaster Mitigation	Liberty Salon L
3/15/22	8:30 AM	10:00 AM	How Federal Infrastructure Investments Can Help Small and Rural Communities	Independence Salons ABC
3/15/22	8:30 AM	10:00 AM	Transportation Direct Spotlight: Making the Most of Direct Federal Transportation Programs in Your Community	Liberty Salons IJK
3/15/22	9:00 AM	5:00 PM	Advocacy Central Open	Marquis Ballroom Foyer - outside Salon 14
3/15/22	9:00 AM	5:00 PM	Preregistration Required: NLC Infrastructure Headquarters for Federal Administration Partners	Tulip
3/15/22	10:30 AM	12:00 PM	ARPA Implementation in Your Community: Sharing Successes and Challenges (Cities over 350,001)	Liberty Salons IJK
3/15/22	10:30 AM	12:00 PM	ARPA Implementation in Your Community: Sharing Successes and Challenges (Cities 140,001-350,000 )	Independence Salons ABC
3/15/22	10:30 AM	12:00 PM	ARPA Implementation in Your Community: Sharing Successes and Challenges (Cities 50,001-140,000)	Independence Salons EFGH

3/15/22	10:30 AM	12:00 PM	ARPA Implementation in Your Community: Sharing Successes and Challenges (Cities less than 50,000 )	Liberty Salon MNOP
3/15/22	11:00 AM	12:15 PM	Women in Municipal Government (WIMG) Business Meeting	University of DC
3/15/22	12:15 PM	2:00 PM	Luncheon and General Session	Marquis Salons 1-10
3/15/22	2:00 PM	3:00 PM	Preregistration Required: CCC Hill Day Briefing	Independence Salons EFGH
3/15/22	7:30 PM	9:30 PM	Evening Event/Closing Party	Marquis Salons 5-10
3/16/22	8:30 AM	9:30 AM	Congressional Hill Day Kick-Off Breakfast	Marquis Ballroom Salons 6-10
3/16/22	9:30 AM	12:30 PM	Preregistration Required: Hill Day Virtual Meetings	Hospitality Suites 2038, 2042, 2046, 2050, 2054, 2060
3/16/22	12:00 PM	5:00 PM	Invitation Only: Ground to Air Planning Intergovernmental Working Group	The National City-County Leadership Conf Center



# VILLAGE OF MAYWOOD

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

## REQUEST FOR PROPOSALS AND QUALIFICATIONS

### DEVELOPMENT AND OPERATION OF A GROCERY STORE OR OTHER RETAILER

615 SOUTH 5<sup>th</sup> AVENUE, MAYWOOD, ILLINOIS

DATED: April 2022

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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

**VILLAGE CLERK**, Gwaine Dianne Williams

**VILLAGE MANER**, Chasity Wells Armstrong

## I. SUMMARY

The Village of Maywood, Illinois (the “**Village**”) announces a Request for Proposals and Qualifications (“RFP”) to operate a grocery store and or other retail outlet on a site located at 615 South 5<sup>th</sup> Avenue in the Village (the “Site”)

The goal of this redevelopment is to create an attractive, well run grocery/retail store to serve the residents of the Village. The Village is the owner of record for the real estate, all improvements and personal property. The Village is open to proposals that involve outright purchase of the real and personal property; lease, and lease to own.

Respondents to this RFP (“**Respondents**”) are required to submit a proposal (the “**Proposal**”), including design, a source and use pro forma, operating cost projections, form of ownership/leasehold proposal, ownership structure and management team (the “**Respondent Team**”). Proposal should name all members of Respondent Team, and include the timetable for occupancy. Proposal should also detail sources of the equity and financing (if needed) available to complete the project and provide reasonable working capital during the start up phase for the grocery/retail store.

To ensure the long-term viability of the grocery/retail store development, a Respondent should have a management team that is experienced in operating a mid-size grocery/retail store in an urban community such as the Village.

### **Respondents should be aware of the following dates:**

- April, 2022 Request for Proposals Issued
- May, 2022 Pre-Bid Conference/Tour of Building
- June, 2022 Proposals Due to the Village
- June, 2022 Planning & Development Committee Meeting
- June, 2022 Fiscal Accountability & Government Transparency Committee Meeting
- July, 2022 Committee as Whole Meeting
- July, 2022 Village Board Meeting for Final Vote on Award

## II. THE SITE

The Site is approximately 67,768 square feet, and is located on 5<sup>th</sup> Avenue, one of the Village’s principal thoroughfares. The Site is L-shaped, with additional frontage on Washington Boulevard to the north and 4<sup>th</sup> Avenue to the east. A map of the Village, showing the location of the Site, is attached as Exhibit A. The Site is zoned a B-2 General Business Retail District.

Fifth Avenue is the Village’s primary commercial corridor, with most of the Village’s retail stores and restaurants located on this street. Development of the Site is a key component of the Villages 5<sup>th</sup> Avenue Corridor Plan. The Site is within walking distance of three senior citizen retirement centers and two schools, and is within a short drive of the Loyola University Medical Center. The Site is served by PACE bus route 331, and is also en route to the Metra station at 5<sup>th</sup> Avenue and Main Street. The Village also partners with Proviso Township Transportation Department for senior and special needs access to the site.

The Site is improved with a two-story brick structure, with a smaller second story. The ground floor of the existing structure has approximately 20,329 square feet, and the second floor has approximately 3,056 square feet.

### **III. THE VILLAGE**

The Village is located eleven miles west of downtown Chicago. Municipal neighbors include River Forest and Forest Park to the east, Melrose Park to the north, Bellwood to the west and Broadview to the south.

The Village, encompassing an area of approximately three square miles, is a Cook County suburban residential community. The Village was incorporated in 1881 with an original population of approximately 700 residents. Between 1890 and 1930 the Village's population increased from 1,600 to 25,800. The Village's population has been relatively stable since 1930, and its 2020 Census population is 24,187. The Village estimates that 23,446 people live within a one-mile radius of the Site and 587,255 people reside within the three miles of the Site. Median household income for the Village residents has grown from \$30,786 in 1990 to \$56,623 today.

The Village is accessible by highway via Interstate 290, which crosses through the Village limits, and Interstate 294, located just a few miles west of the Village. Other major highways situated close to the Village include Interstates 94, 90, 55, 57 and 88.

The Regional Transportation Authority provides commuter rail service from the Village to Chicago and suburban destinations on its Metra/Chicago & Northwestern/West line, which also offers connections to Amtrak passenger rail service in Chicago. The Chicago Transit Authority Congress/O'Hare rail line is available in nearby Forest Park, and the PACE public bus system operates several lines through the Village. The Union Pacific Railroad supplies rail freight service.

The Village is a municipality and home-rule unit of local government under the 1970 Illinois Constitution and is governed by a Mayor and six Trustees. The Village operates under the "village-manager" form of government with a Village Manager responsible for the day-to-day operations of the Village.

### **IV. DEVELOPMENT GUIDELINES AND INFORMATION**

#### **A. Key Considerations**

1. **Quality of Plan.** The Village will only consider Proposals which provide a well thought out plan for occupancy of the Site for use as an attractive, well run store. Although the Site is presently improved with a brick structure, Respondents may submit proposals which contemplate demolition of all or a portion of the existing structure, and a different Site configuration, taking into account site access and visibility, traffic flow, anticipated demand and such other factors as the Respondents deems appropriate, all of which shall be set forth in the Proposal.
2. **Possible Mixed Use of Site.** Although the Village's principle goal is to develop the Site with a grocery/retail store, proposals may include ancillary and compatible uses for the Site, provided the Proposal demonstrates on-Site parking will be adequate for the contemplated uses of the Site.
3. **Employment Opportunities.** The Village is committed to creating employment opportunities for its residents. Proposals should provide detailed information on the number and types of jobs that will be created by both the development and operation of the grocery/retail store and any ancillary uses of the Site, the Respondent's employee training programs and intended plan of outreach to Village residents concerning employment opportunities.

## **B. Village Incentives**

The Village will consider offering one or more of the following incentives in connection with the development of the Site:

1. Land. Conveyance of the Site at below market value purchase price. The Village will also consider proposed leases, and/or lease-to-own propositions.
2. Enterprise Zone Incentives
  - a. State and local sales tax exemption for building material purchased from retailers in the Enterprise Zone (the entire Village is an Enterprise Zone) and which are incorporated in the project.
  - b. A 0.5 percent investment tax credit (can be carried forward for five years) on investments made in the Enterprise Zone on things such as elevators, boilers, large storage tanks and major computer equipment.
  - c. A \$500 tax credit (can be carried forward for five years) for every “disadvantaged or dislocated worker” hired, if at least five such employees are hired.
3. TIF. Reimbursement for some or all TIF-eligible costs, such as planning, architectural engineering and other professional services, Site clearance and preparation, public improvements, rehabilitation of the existing building and a portion of interest costs during construction.

## **V. SELECTION PROCESS**

The following description of the evaluation process is qualified in its entirety by the statements under IX, General Submission Requirements below:

### **A. Initial Evaluation**

An Evaluation Team, consisting of the Village President, Village Manager, Department of Community Development, Finance Department and the Village Engineer will review and initially evaluate all Proposals. The Evaluation Team reserves the right to seek clarification on any aspect of a Proposal and to request an oral presentation and/or additional information from any Respondent. The Evaluation Team will provide an evaluation of each Proposal to the Planning & Development along with Fiscal Accountability and Government Transparency Committees.

### **B. Board of Trustees Consideration**

The Mayor and Board of Trustees will consider the approval of a Respondent Team and the key terms of the transaction on the date set forth on the cover of the RFP.

Following such approval, the Village and the Respondent Team selected to redevelop the Site will finalize the form of redevelopment agreement to be entered into by the parties consistent with the terms approved by the Mayor and Board of Trustees. The Village’s counsel, will prepare such redevelopment agreement and the Mayor and Board of Trustees will consider the final form of such agreement at a regularly scheduled meeting following such finalization.

## VI. EVALUATION CRITERIA

Selection for award of development rights for the Site will be based on the following criteria:

- Capabilities of the Respondent Team, i.e., experience in developing and operation a grocer/retail store of the type and size appropriate for the Site in urban communities such as the Village;
- Quality of the Proposal and the design
- Potential complementary ancillary uses for the Site;
- Employment Opportunities for Village residents;
- Village Incentives requested by Respondent Team; and
- Respondent Team's financial ability to effect the Proposal

## VII. SUBMISSION REQUIREMENTS

All proposals must include the following documents and information, in the order set forth below:

- A. **Cover Letter.** The Proposal must include a cover letter, signed by an authorized representative of the Respondent, which certifies the contents of the entire proposal and provides all assurances required by the Village. *The authorized representative will serve as the single point of contact for the Village throughout the selection process.* The cover letter should also identify an alternate contact person who can communicate on behalf of the Respondent Team. All Formal communications will be addressed to and remain the responsibility of the authorized representative. The cover letter must also include the addresses, telephone numbers, facsimile and e-mail information for the authorized representative and the alternate contact person.
- B. **Executive Summary.** The Proposal must contain an Executive Summary, not to exceed two pages, that describes the proposal and provides a summary of the Respondent Team and experience in similar development efforts.
- C. **Information Concerning the Respondent Team**
1. Respondent must provide an organization chart showing all legal entities involved in the Respondent Team, their relationships to one another and identification of key staff and their roles.
  2. If the Respondent Team includes more than one legal entity, the Proposal must identify the legal entity considered the "lead partner" in the Respondent Team, which would be expected to enter into a Redevelopment Agreement with the Village.
- D. **Qualifications of the Respondent Team**
1. The Proposal should include a discussion of the qualifications of each member of the Respondent Team and with respect to each component of the development concept, referencing prior relevant experience in planning, financial planning, development, marketing, grocery/retail store management or other experience the Respondent considers relevant to its submission;

2. The Proposal should describe particular experience with the development and operation of mid-sized grocery/retail stores in communities similar to the Village.
3. In addition, the Proposal should include:
  - a. For the “lead” member of the Respondent Team and any other Respondent Team members having a risk position in the short or long term success of the project (including the member of any joint ventures or other organizations formed for the purpose of responding to this RFP), resumes of principles and specific personnel to be assigned to the redevelopment project. Prior experience of team members working together, if any, and locations of each individual’s home office should be included.
  - b. If proposing a grocery store operation, provide a listing of previous grocery store projects of which the Respondent Team or team members acted as developer, part of the development team, or as grocery store manager. Responses should include all projects considered relevant by the Respondent, including as appropriate team member’s experience in the planning, design, financing, development and management of mid-sized grocery stores in urban markets similar to that of the Village.
  - c. A discussion of the financial and operational performance history and status of the store of which members of the Respondent Team have acted as developer and/or operator.
  - d. For the “lead” member of the Respondent Team and any other Respondent Team members having a risk position in the short or long term success of the project (including the member of any joint ventures or other organizations formed for the purpose of responding to this RFP), three years audited financial statements of the organization(s) involved, including balance sheet and income and expense information.

**Note:** Only three copies of the financial information should be included with the submission, and should be packaged separately in its own envelope and NOT bound into the 15 copies of the submission. The Village will consider all financial information strictly confidential and will raise issue with financial information only as it is necessary for the Evaluation Team to fully discuss and make determinations about the Respondent Team’s capacity to carry out the scope of responsibilities.

- e. For the “lead” member of the Respondent Team and any other Respondent Team members having a risk position in the short or long term success of the project (including the member of any joint ventures or other organizations formed for the purpose of responding to this RFP), three credit references, including a reference from at least one financial institution.
- f. A discussion of existing commitments and their potential impact on the Respondent Team’s ability to commit time and/or travel to Chicago during periods of time when their expertise would be needed to perform the scope of responsibilities.

## **E. Development Proposal**

1. Design. Respondents are required to submit elevations, floor plans and a development scenario for the Site, regardless of whether the proposal contemplates renovation of the existing structure or construction of one or more new buildings.

2. Financing. Responses should include a pro forma, which clearly illustrates sources and uses and 10-year income and expense projections, whether developer proposes to purchase, lease or lease to own.
3. Timetable: Respondents must provide a clear timetable showing steps from execution of a Redevelopment Agreement through certificate of occupancy and start up of operation.

### **VIII. ADDITIONAL INFORMATION AVAILABLE UPON REQUEST**

Copies of the following additional information is available to purchase from the Village at the following per-copy prices:

Survey	\$5.00
Environmental Studies	\$10.00

Proposers desiring to purchase such materials must request them not less than three (3) business days in advance of the date desired from Ruben Feliciano, Director of Community Development, [rfeliciano@maywood-il.org](mailto:rfeliciano@maywood-il.org) who may be contacted as provide in Section IX of this Report.

### **IX. GENERAL SUBMISSION REQUIREMENTS**

Respondents should provide fifteen (15) bound copies and one (1) unbound copy of their proposal, together with three (3) copies of the required financial information to:

Village of Maywood  
40 Madison Street  
Maywood, Illinois 60153  
Attention: Village Clerk

**Responses are due no later than 4:00 p.m., Chicago time, on June 2022, and will be stamped as received by the Village Clerk’s Office. No proposals will be accepted after 4:00 p.m. on June, 2022.**

Proposals should be prepared using 8-1/2 x 11 inch paper; printed double sided and bound on the long side. 11 x 17 inch pages which are folded in half will be accepted. The unbound copy should be sequentially numbered, contain original signatures and be marked “ORIGINAL.”

The Village reserves the right to seek clarification on any aspect of a proposal, and to remove from consideration any Proposal which, in the Village’s sole discretion, has deficiencies and which could not be rendered competitive without major revisions. In addition, the Village reserves the right to enter into negotiations with one or more Respondents.

All questions and requests must be in writing and should be delivered, mailed, faxed or sent via e-mail to the Village of Maywood, 40 Madison Street, Maywood, IL 60153, attention Rueben Feliciano, [rfeliciano@maywood-il.org](mailto:rfeliciano@maywood-il.org). Question or requests received in any other manner will not receive a response.

Respondents are advised to adhere to the submission requirements. Failure to comply with the instructions of this RFP may be cause for rejection of the Proposal.

Respondent will be expected to submit proof of an existing corporation, partnership or limited liability company prior to execution of any Redevelopment Agreement.

The Village reserves the right, at any time and its sole discretion, to reject any and all proposals and/or withdraw the RFP with notice. The Village and other participants in the selection process under this RFP will not be liable for any costs or damages incurred in connection with this RFP, including, but not limited to, the costs of preparing proposals, participating in any conferences, presentations or negotiations, and legal expense incurred therein.

**X. LIST OF EXHIBITS**

- A. Map of the Village
- B. Legal Description of the Site

# Village of Maywood Community News April 2022



Elements of a Healthy Maywood



Legends Grill is OPEN!



FUN at the Park District



Chicagoland Car Jacking Taskforce

## From the Desk of Mayor Nathaniel George Booker

The month of March was full of exciting things happening in the Village of Maywood. We said hello to multiple new businesses, we continued our focus on public safety, and enhanced our unity in the community initiatives. On April 4<sup>th</sup> we begin with our new garbage and recycle collection company LRS. This new contract will save the village more than \$600K over 5 years from what our previous company was proposing. We will continue to service as financial hawks to protect our community.

We are committed to continue Moving Maywood Forward Together in a positive and collaborative way. This month kicks off our Village Pride, Village Wide Summer initiative and I cannot wait for everyone to join in on the fun! [bit.ly/vpww2022](https://bit.ly/vpww2022)

In this month's newsletter you will also see updates in our infrastructure improvement efforts and so much more.

To get more involved please sign up at [Bit.ly/maywoodvolunteers](https://bit.ly/maywoodvolunteers)

*Nathaniel George Booker*



# WHAT'S HAPPENING IN THE MONTH OF APRIL 2022



**Renovations for the upcoming 100 unit Senior Living is coming along**

<b>Loyola Stands Summit</b>	Wed	4/6	8:30a – 12:30p	Loyola
<b>Maywood Spring Fling Family Night</b>	Thurs	4/7	6p – 8p	921 9 <sup>th</sup> Ave
<b>Maywood Easter Egg Hunt</b>	Sat	4/9	12p – 2p	921 9 <sup>th</sup> Ave
<b>Maywood Housing Collaborative</b>	Tues	4/12	10a – 11a	809 Madison St.
<b>Exploring Youth Engagement Showcase</b>	Sat	4/16	11a – 1p	921 9 <sup>th</sup> Ave
<b>PASO Hispanic Community Meeting</b>	Wed	4/20	6p – 8p	809 Madison St
<b>Business Improvement Breakfast</b>	Thurs	4/21	10a – 11:30	921 9 <sup>th</sup> Ave
<b>Community Meeting with the Mayor</b>	Thurs	4/21	7p – 8:30p	436 S 13 <sup>th</sup> Ave
<b>Earth Day – Community Planting</b>	Fri	4/22	4p – 6p	921 9 <sup>th</sup> Ave
<b>Community Policing Meeting</b>	Mon	4/25	7p – 8p	809 Madison St
<b>Village Pride, Village Wide</b>	Sat	4/30	9a – 1pm	1 <sup>st</sup> – 4 <sup>th</sup> Oak St
<b>Partners for a Healthy Community Fair</b>	Sat	4/30	1p – 5p	1832 S 8 <sup>th</sup> Ave



**Maywood Seniors Club meets every Wednesday @ 1pm at the Maywood Park District located at 921 S 9<sup>th</sup> Ave**

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**Maywood @ the Bulls Game**



BEGINNING APRIL 1, 2022

# VILLAGE OF MAYWOOD

WASTE & RECYCLING & YARD WASTE COLLECTION  
844.NEED.LRS | SERVICES@LRSRECYCLES.COM

LRS is excited to become the Village of Maywood's new residential service provider, starting on April 1, 2022. We have a great appreciation for the high standards Maywood residents have when it comes to service, quality and value. We look forward to exceeding those expectations. LRS is a Midwest leader with a local operation established right here in Maywood! Under the Village's new contract with LRS, residents will receive new waste carts and new larger recycling carts.

This mailer includes important information that will answer basic questions and explain your new services in greater detail. We hope that you will keep it handy, and use it as a reference point as needed.

## SERVICE TRANSITION

New service with LRS will start on April 4, 2022. However, we will start delivering waste carts during the last two weeks of March. These carts will be placed at curbside, and should not be used until the first week of April.

## NEW SERVICE DAYS

Maywood residents will see a change in service day. Your new service day is listed near your mailing address on this document.

Please use the QR code to the right to visit the LRS - Maywood Site. You may also visit us at [LRSrecycles.com/Maywood](http://LRSrecycles.com/Maywood)



## WASTE COLLECTION GUIDELINES

All Maywood residents will be provided with one 95-gallon waste cart and one 65-gallon recycling cart. These carts will be serviced on a weekly basis.

All carts should be placed out for collection no later than 6AM on your service day. LRS recommends that carts are placed out for service the night before. Although LRS strives to keep a consistent pick up time, weather and staffing can alter pickup times.

All waste should be bagged and placed inside of the provided LRS cart with the lid closed to ensure safe collection and to help maintain a clean neighborhood appearance.

## EXCESS GARBAGE

For trash that does not fit in the cart, LRS will collect unlimited bagged household waste. Containers must be 35-gallons or less and weigh 50 pounds or less.

## BULK ITEM

If a single item is too large to fit in a cart then it is considered a bulk item. LRS will accept two bulk items per week for no additional charge. The bulk item will be collected on your regular scheduled trash day. If the item is heavier than 50lbs please contact LRS to schedule the collection with our customer experience team so they can provide adequate equipment to handle the item safely.



## WHITE GOODS

LRS will provide collection of major appliances, including but not limited to ovens and refrigerators. LRS will accept white goods for collection at no additional charge, but the item must be scheduled with LRS in advance.



Residents may either email us at [Service@LRSrecycles.com](mailto:Service@LRSrecycles.com), or call 888.NEED.LRS to schedule collections.

## ADDITIONAL CARTS

Should you need an additional waste or recycling cart on a permanent basis, LRS will provide one at a cost of \$3 per month, per cart. Please contact LRS directly at [Service@LRSrecycles.com](mailto:Service@LRSrecycles.com) or 844.NEED.LRS if you'd like to request an additional cart.

## NEW RECYCLING PROGRAM

LRS is proud to announce a new recycling program that will deliver a best in class recycling program to the residents of Maywood. Each resident will receive one 65-gallon recycling cart serviced weekly. This will replace the existing can or tub. Recycling guideline instructions will be on the lid of your new recycling cart. Please ensure recycling items are NOT BAGGED and placed LOOSE into the cart. NO PLASTIC BAGS are allowed in the recycling cart.



## YARD WASTE COLLECTION

LRS will provide seasonal yard waste collection from the first full week in April through the last week in November. Residents may place out their own 35-gallon or smaller cans with yard waste, or brown kraft bags free of charge. User-owned cans should be clearly marked as "YW," and may not weigh more than 50lbs (this weight limit also applies to kraft paper bags). Bundles of twigs, sticks and branches may not exceed 4 feet in length and 18 inches in diameter.

LRS will provide curbside collection of Christmas trees for two weeks in January at no charge. Only live trees (not in bags) free of any tinsel, lights or ornaments will be accepted.

## HOLIDAYS

LRS observes the same six holidays that your previous hauler observed. Those are:

NEW YEAR'S DAY  
INDEPENDENCE DAY  
THANKSGIVING

MEMORIAL DAY  
LABOR DAY  
CHRISTMAS

If the holiday falls on a weekday prior to your service day, service will be delayed by one day. There will be no collection on any of the six holidays listed above.

# A LOOK INTO MAYWOOD PUBLIC SAFETY

Thank you Mayor [Lori Lightfoot](#) and the [Chicago Police Department](#) for establishing the Joint Carjackings Operations Taskforce and partnering with the [Village of Maywood](#).

Maywood Joined the VHTF (Vehicular hijacking taskforce) in September of 2021 as a way of combating this trend of carjackings in Maywood. Maywood supplied two detectives from the Gang/Narcotics Unit to join the taskforce. Joining the taskforce gave the [Maywood Police Department](#) access to additional resources, in the form of personnel, license plate readers and helicopters among others support.

What we have learned is a great deal of the victims of car jackings in Maywood are not Maywood residents. Crisis Management and Public Safety is of high importance for this administration.



On Friday, March 4, 2022, Maywood Police Officers arrested and charged Edgar Sanchez of Maywood, with Felony Aggravated Fleeing and Eluding, Aggravated Unlawful Use of a Weapon, and several IL Vehicle Code Citations.

Maywood Police Officers also recovered the following items from Mr. Sanchez, upon his arrest:

- (1) "Sig" magazine loaded with 9MM rounds on the driver's floorboard
- (1) Smith & Wesson .380 caliber M&P Bodyguard handgun w/gun lock affixed to it going through the chamber,
- (1) S&W .380 caliber magazine loaded,
- (1) additional "Sig" handgun loaded with an unknown amount of 9MM rounds,
- Additional notes: Sig Sauer (black) w/RMR sight, with one loaded live 9MM round in the chamber.

## Village of Maywood Q1 2022 Public Safety Statistics

CRIME	22-Jan	22-Feb	22-Mar
<b>Homicides</b>	0	0	0*
<b>Vehicular Hijackings</b>	5	1	1*
<b>Burglaries</b>	5	3	0*
<b>Overdoses</b>	1	0	2*
<b>Aggravated Battery by Firearm (shots fired)</b>	1	1	4*
<b>Robberies</b>	71	0	0*

# MAYWOOD BUSINESSES ARE HIRING



1401 St Charles Rd, Maywood, IL 60153  
[www.aetnaplywood.com/aetna-careers/](http://www.aetnaplywood.com/aetna-careers/)



## JOIN OUR TEAM!

Maywood, IL

1201 W. St. Charles Rd. • Maywood, IL 60153

**We're hiring All Positions**

Become a Cintas employee-partner and enjoy:

- Competitive pay
- 401(k), profit sharing, and employee stock ownership
- Comprehensive benefits (medical, dental, vision)
- No weekends
- Paid time off and holidays



To learn more about our culture, visit us on social media!

Cintas Cintas CintasCorp CintasCorp

[careers.cintas.com](http://careers.cintas.com)

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Cintas Corporation is an EEO/Affirmative Action Employer and will make all employment-related decisions without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or protected veteran status.

**CINTAS**  
READY FOR THE WORKDAY™

# WHAT'S HAPPENING AROUND MAYWOOD

**Meeting with the Mayor** is a great time to join community conversation on all things Maywood. Be sure to come have your voice heard at the next meeting. A special thank you to [Miracle Revival Cathedral](#) for hosting and [Oak Street Health](#) for providing breakfast during our March Meeting

Next Meeting, Thursday, April 21<sup>st</sup> @7pm  
2<sup>nd</sup> Baptist Church (436 S 13<sup>th</sup> Ave)



Thank you Mr. Willie Wilson for providing \$20K to the Village of Maywood residents. Your humanitarian support provided gas to more than 450 vehicles. Special shout out to the Maywood Police Department and the newly launched Homeland Security and Emergency Management Team long with all other volunteers who helped make this event a success.



The [Village of Maywood](#) Job and Trade Fair powered by the [Maywood Park District](#) was a success. Thank you such as [West Suburban Cook County American Job Center](#), [The Way Back Inn](#), [Proviso Leyden Council for Community Action, Inc - PLCCA](#), [First Student](#), [Proviso Community Bank](#), [Loyola University Chicago](#), [American Income Life Insurance Company](#), [Triton College](#), and more.



# BUSINESS FAÇADE MICRO LOAN PROGRAM

## A NEW OPPORTUNITY FOR BUSINESSES IN THE VILLAGE OF MAYWOOD

The Business Façade Micro Loan Program is made available through a partnership between Proviso Community Bank and the Village of Maywood. The purpose of the program is to promote the revitalization of Maywood by providing loans for property improvements or asset purchases for commercial buildings village-wide. The program is available for both commercial property owners and commercial tenants who will be direct borrowers.

### EASY ACCESS LINE OF CREDIT<sup>1</sup>

Promotional intro rate - 1.99% for the first 12 months.<sup>2</sup>

- Up to a maximum of **\$150,000**
- Access funds when you need them

### READY TO APPLY?

TO REQUEST A BUSINESS FAÇADE MICRO LOAN APPLICATION,  
OR FOR MORE INFORMATION, CONTACT:

#### CHRISTOPHER J. PARKER

Vice President, Director of Community Banking  
Proviso Community Bank  
1111 W. Madison St. | Maywood, IL. 60153  
630-321-2188 | cparker@wintrust.com

#### ANGELA SMITH

Community Development Director  
Village of Maywood  
40 W. Madison St. | Maywood, IL. 60153  
708-450-6351 | asmith@maywood-il.org

## PROVISO COMMUNITY BANK<sup>®</sup>

A WINTRUST COMMUNITY BANK

1111 Madison St. | Maywood, IL 60153  
708-483-4220 | [www.provisobank.com](http://www.provisobank.com)



## WHAT'S HAPPENING AROUND MAYWOOD



Thank you Village of Forest Park, Mayor Rory Hoskins for inviting the Village of Maywood to participate in the Annual St. Patrick's Day Parade! As we continue our intentional steps towards more unity in our communities sharing experiences such as this with Oak Park, River Forest, County, State, and Federal officials, is what's it all about.

Thank you PASO - West Suburban Action Project for your great partnership as we continue to build on our culturally rich community. PASO meets every 3rd Wednesday of the month at 6pm at the [Lightford Recreation Center](#) (809 Madison St.) with community members and various representatives with resources in full Spanish speaking sessions. As we continue expanding ESL services, we look forward to ensuring we are a community that celebrates Diversity, Equity, and Inclusion Learn more at [www.pasoaction.org](http://www.pasoaction.org)



Thank you [Maywood Park District](#) for hosting the [Village of Maywood](#) Elements of a Healthy Maywood!

Thank you to our speakers Dr Amy Luke and Gwen Haney of [COVID Equity Response Collaborative: Loyola](#), + [Loyola University Chicago](#), Board President Erica Sanchez of [Maywood Public Library District](#), Commissioner Jeffrey Dean Harris + Executive Director Lonette Hall of the Maywood Park District, Board President Rodney Alexander of [Proviso Township High Schools District 209](#), Board President [Gwayne Dianne Williams](#) + Irving Middle School Principal Keith Mahone of [School District 89](#) for sharing all things that equal Moving Maywood Forward Together.



As we focus on building a Federally Qualified Health Center, providing better Public Safety, Economic Opportunities, Grocery and Fresh Produce options, Educational opportunities and so much more we invite you to sign up at [bit.ly/maywoodnews](http://bit.ly/maywoodnews) for more details.

LOYOLA STANDS AGAINST GUN VIOLENCE  
3RD ANNUAL

# COMMUNITY ADVOCACY AND VIOLENCE PREVENTION SUMMIT

## VOICES OF GUN VIOLENCE



APRIL 6, 2022  
HEALTH SCIENCES CAMPUS  
& VIRTUAL WEBINAR

## SCHEDULE

- 8:30 a.m. Registration
- 9:00 a.m. Featured Address: *Fred Guttenberg*
- 10:00 a.m. The Current State of Gun Policy: *Dave Olson, PhD*
- 10:15 a.m. A Physician's Perspective on Gun Violence: *Hieu Ton-That, MD*
- 10:45 a.m. Panel Discussion: First-hand Gun Violence:  
*Hieu Ton-That, MD; Sarah Foggy, RN, BSN, SANE;  
David Bailey and Crystal White*
- 11:15 a.m. Safe Firearm Storage: *Kelly Henry, MD*
- 11:45 a.m. Workshop: Gun Violence Advocacy in Proviso  
*Coalition for Spiritual and Public Leadership*
- 12:20 p.m. Community Activity and Closing Remarks
- 12:30 p.m. Grab and Go Lunch

Additional specialized content will be available on  
[STANDAGAINSTGUNVIOLENCE.ORG](http://STANDAGAINSTGUNVIOLENCE.ORG)



Featured Address:

## Fred Guttenberg

Author, gun safety advocate,  
Parkland parent,  
and founder of  
Orange Ribbons for Jaime

\* This event is eligible for 2 EGR Credits, CCGH Supported Lecture Credit, and 2 AMA PRA Category 1 Credits.

### ACCREDITATION STATEMENT

The Loyola University Chicago Stritch School of Medicine is accredited by the Accreditation Council for Continuing Medical Education to provide continuing medical education for physicians. The Loyola University Chicago Stritch School of Medicine designates this live activity for a maximum of 2.0 AMA PRA Category 1 Credit(s)<sup>™</sup>. Physicians should claim only the credit commensurate with the extent of their participation in the activity.

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**Registration**  
No app needed,  
just point camera here



LOYOLA  
MEDICINE



Gottlieb Memorial  
Hospital



Health  
Sciences  
Ministry



PARKINSON  
SCHOOL of HEALTH SCIENCES  
AND PUBLIC HEALTH

## **I-290 Corridor Storm Sewer Separation Improvements –**

The Village received 639K for design engineering from Cook County, 4.0 Million from MWRD for Construction, and has an additional 3.5 Million from Cook County for Construction lined up. In total, we are receiving over 8 million dollars at zero match. While this project will be constructed in 2023, we've never seen this amount of money come to the Village before. All in all, the project upon completion of all of the phases will address over 1,600 residential properties and include 8.8 miles of storm sewer!

**Water Main Improvements** – The Village completed the Roosevelt Road Water Service Transfer Improvements, First Avenue Water Main Improvements, Emergency Water Connection at 10<sup>th</sup> Avenue, Madison Street Water Main Improvements, and Bataan Drive Water Main Improvements. In total, the Village removed 12,400' of old cast iron 4"/6" water mains and installed 6,700' of new 8"/10" Ductile Iron Pipe Water Main/PVC Water Main. 51 new valves and 36 new fire hydrants were installed on the water system as part of these projects.

**Asphalt Pavements** – 7,000 Square Yards of residential Hot-Mix Asphalt (HMA) pavements has been resurfaced or reconstructed, for a total of over 3,000 Tons of Hot-Mix Asphalt placement.

**Concrete Pavements** – 2,875 Square Yards of 8" finished Portland Cement Concrete (PCC) Pavement was installed in industrial corridors to replace failed brick/asphalt pavements.

**Drainage Improvements** – Over 750 feet of old 8" vitrified clay pipe (VCP) storm sewer lateral was replaced with new 10" PVC storm sewer pipe. 22 old block/brick catch basins were replaced with new precast concrete structures.

**Combined Sewer Improvements** – Over 1,000' of 18" clay combined sewer was rehabilitated via Cured in Place Pipe (CIPP) lining method and considered "new".

**Alley Improvements** – 475 Square Yards of existing stone alley pavement were improved with 8" PCC Pavement. This completes the installation of concrete alley pavements within the Madison Street TIF limits, with the exception of certain stone alleys that are not Village right-of-way.





**Maywood Housing Collaborative Meeting**  
**Tuesday, April 12<sup>th</sup> @ 10am**  
 Lightford Recreation Center (809 Madison St.)

Topics include: Rental Issues, Land Bank Opportunities, Realtor Obstacles, Abandoned Homes, Delinquent Tax Issues, and more

**APRIL 9<sup>TH</sup>**

**Easter egg hunt**

**MUSIC GAMES WIN PRIZES & MORE!**

**CENTRAL AREA PARK**

**10AM SHARP**

**FREE ENTRY**

**921 S. 9th Ave. Maywood, IL. 60153**

scan to register

[WWW.MAYWOODPARKDISTRICT.ORG/UPCOMINGEVENTS](http://WWW.MAYWOODPARKDISTRICT.ORG/UPCOMINGEVENTS)

**Spring Fling Dance**

**When: April 7**

**Time: 6-8pm**

**Cost: \$35 for a couple \$10 extra person**

**Dress in your Sunday's best for a date night in your neighborhood or make it a family affair!**

**Where: 921 s 9th ave Maywood, Il 60153**

Refreshments will be served

**Come Join Us!**

[bit.ly/ReaisterMod](http://bit.ly/ReaisterMod)

scan to register

ELEMENTS OF A HEALTHY MAYWOOD in partnership with  
PROVISO COMMUNITY BANK & WINTRUST BANK presents...



## MAYWOOD BUSINESS IMPROVEMENT & INVESTMENT BREAKFAST



**PROVISO  
COMMUNITY BANK**  
*A branch of Hinsdale Bank & Trust Company*  
A WINTRUST COMMUNITY BANK



**Nathaniel George Booker**  
Mayor of Village of Maywood

**Christopher J. Parker**  
Vice President of Commercial Banking

**Thursday, April 21, 2022 @ 10am**  
Maywood Park District  
921 S 9<sup>th</sup> Ave, Maywood, IL

**RSVP REQUIRED: [bit.ly/maywood42122](https://bit.ly/maywood42122)**

For more information contact Director of Community Engagement  
LaSondra Banks at [lbanks@maywood-il.org](mailto:lbanks@maywood-il.org)

# NEW BUSINESSES OPENING IN THE VILLAGE OF MAYWOOD



Welcome **Allure Hair Studio (914 S. 5th Ave)**. We look forward to great success and a bright future as we see intentional investment in our commercial development.



Welcome **Legends Grill & Music Venue (9 N 5th Ave)**! **Congratulations** to Jeremiah Brownlee for opening a delicious and vibrant venue.



Welcome to the expansion and new location of!  
**Kingston Market Caribbean & African Groceries at (1305 S. 5th Ave)**  
Mark Phillips, Askale Phillips, and Brian Phillips. Since 2019 you have worked to expand and now you have more to provide to our residents.



# EXPLORING™

DISCOVER YOUR FUTURE

# YOUTH & FAMILY DAY

## SATURDAY, APRIL 16<sup>TH</sup>

### 11AM – 1PM



Maywood Park District  
921 S 9<sup>th</sup> Ave, Maywood, IL 60153

Exploring is a unique career exploration program for young men and women ages 13 -20. The program provides students with an opportunity to learn about a wide variety of career fields and network with professionals already working in those fields. You get hands-on experience to determine whether or not a particular career field is right for you. Explore careers in:

**Arts and Humanities + Aviation + Business + Communications + Engineering and Technology + Fire and EMS + Health Care + Law and Government + Law Enforcement + Recreation + Science + Skilled Trades + Social Services**





## 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  
 LaSondra 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



# WHAT'S HAPPENING AROUND MAYWOOD



7th Annual Youth Summer Internship Initiative 4x4x4 presented by [PTMAN-Proviso Township Ministerial Alliance Network](#) Launch was a blessing. 4 Paid Weeks Work Experience 4 Days Per Week 4 Hour Per Day. Keeping youth from ages 13-17 active while helping them to develop good work ethics, enhance their skills for future employment aspirations and acquire money management skills. All sponsored by PTMAN, churches and community partners.



More than 150 youth have participated over the years. Many right here in the [Village of Maywood](#). Thank you [Christian Unity Baptist Church](#) (Pastor Jerry & Annette Barker) for your prayers, worship, and entertainment. Thank you First Baptist Church of Melrose Park IL (Rev John L. Belser, Pastor) for hosting.

You may make donations online : <https://www.ptman.org/donations>

The youth of your church may apply for internships here: <https://forms.gle/M32zJd6XkjkTpSuM9>



Have you stopped by the Maywood Park District lately?

This quarter the park district is offering boxing, basketball, football, cheerleading, Teen Zone, Senior Care, along with many other fun community engagement activities. Learn more at [www.maywoodparkdistrict.org](http://www.maywoodparkdistrict.org)

*Free raffles,  
giveaways &  
screenings!*



**QUINN CENTER  
OF SAINT EULALIA**

# Partners for a Healthy Community Health Fair

**SATURDAY  
APRIL 30  
1PM - 5PM**

Quinn Center  
1832 S. 8th Ave.  
Enter at Door #3



*Hands-only CPR,  
Firearm safety,  
mental health  
education & more!*

**ACTIVITIES FOR  
YOUTH & FAMILIES**



*Primary care,  
mental health  
care, dental,  
benefits help*

**COMMUNITY  
CONNECTIONS &  
RESOURCES**

**IN  
PARTNERSHIP  
WITH:**



LOYOLA  
MEDICINE



LOYOLA  
UNIVERSITY CHICAGO

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**WE'RE  
HIRING!**

- ✓ Building Inspector
- ✓ Human Resources Coordinator
- ✓ Lateral Transfer – Police Officers
- ✓ Management Analyst
- ✓ Part-Time Police Officer - Certified
- ✓ Revenue Manager
- ✓ Zoning Officer/Planner

[maywood-il.org/Village-Services/Human-Resources/Employment-Opportunities.aspx](http://maywood-il.org/Village-Services/Human-Resources/Employment-Opportunities.aspx)

## FREE COVID-19 TESTING

**MONDAYS, WEDNESDAYS  
& THURSDAYS**

**TESTING HOURS: 2:00-4:00PM**

### **BY APPOINTMENT ONLY**

To schedule an appointment  
Call us at 708-316-8882

### **TESTING LOCATION**

Lightford Recreation Center  
809 Madison St., Maywood, IL, 2nd floor  
(9th & Madison St.)

**No I.D. & INSURANCE REQUIRED**

### **STAY IN TOUCH WITH US**

CERCL\_admin@luc.edu

[www.cercl.org](http://www.cercl.org)



CERCL

## HOW TO SCHEDULE AN APPOINTMENT:

- 1 Call us at 708-316-8882
- 2 After the automated message, leave a message with your name and number.
- 3 You will receive a call back within 24 hours where you can speak with a representative to schedule a FREE COVID-19 PCR testing appointment.

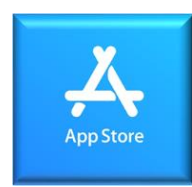
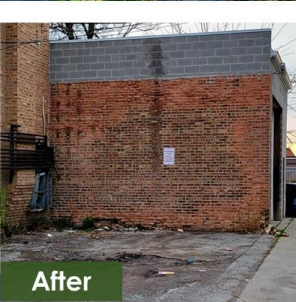
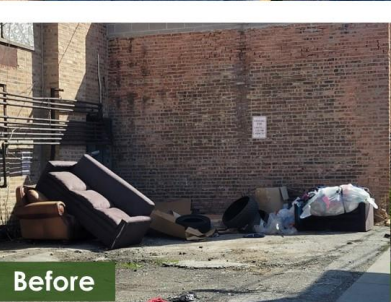
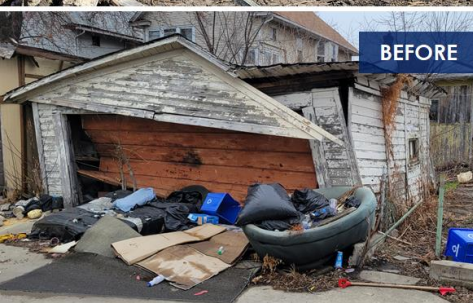
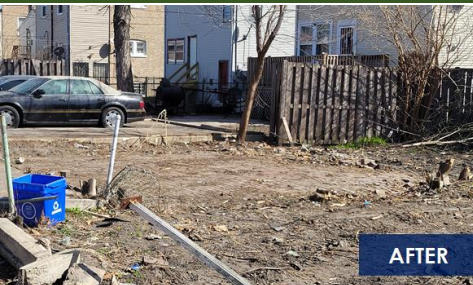
### STAY IN TOUCH WITH US:

CERCL.org | CERCL\_admin@luc.edu



CERCLoyola CERCLoyola CERCLoyola CERCLoyola

# HAVE YOU DOWNLOADED MYCIVIC TO REPORT ISSUES AROUND TOWN?

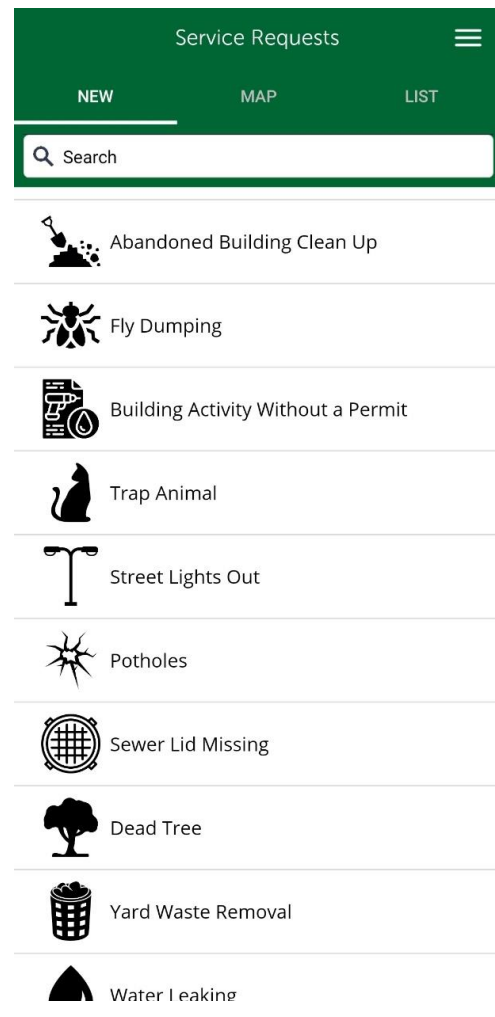


**DOWNLOAD TODAY!!!**  
[bit.ly/maywoodmycivicandroid](https://bit.ly/maywoodmycivicandroid)  
[bit.ly/maywoodmycivicapple](https://bit.ly/maywoodmycivicapple)  
 Or you can App search Village of Maywood

MyCivic™ is a comprehensive mobile app designed to promote civic engagement and enhance the quality of life in your community. Residents can report issues in the MyCivic App and receive updates when their issues has been addressed.

If you need assistance, please contact

Community Relations  
 Laundra Banks  
[lbanks@maywood-il.org](mailto:lbanks@maywood-il.org)  
 708.450.6302





**WE'RE PROUD TO BE**  
**MAYWOOD'S**  
**COMMUNITY**  
**BANK!**

There's really no telling where your money goes when you bank with a big bank from out of town. How about when you choose Proviso Community Bank? That we can tell you. Your money goes back into the things that matter most to you: the local economy, local organizations and charities, and the strengthening of our local community. We care about these things too because, for us, this is more than just where we work. This is home.

**ENJOY FREE ATMS WITH**  
**TOTAL ACCESS**  
**CHECKING!**

Only \$100 required to open.

**Use any ATM nationwide and**  
**we'll refund the fee!**

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**PROVISO TOWNSHIP'S COMMUNITY BANK**

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708-483-0030 | [www.provisobank.com](http://www.provisobank.com)

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**OF COMMUNITY**  
**BANKING!**

**WE'RE PROUD TO BRING IT HOME.** As a company made in this area, for this area, Wintrust and its family of true community banks is dedicated to the unique neighborhoods each serves. For 25 years, we've been banks that invest in, give back to, and get to really know our communities and the people living in them. When you bank with a Wintrust Community Bank, you can be confident your money is going back into the things that matter most to you.

Proviso Bank & Trust is a branch of Hinsdale Bank & Trust Company. 1. The bank does not charge its customers a monthly card usage fee. No transaction charge at any ATM in the Allpoint, MoneyPass, or Sum surcharge-free networks. Other banks outside the network may impose ATM surcharges at their machines. Surcharge fees assessed by owners of other ATMs outside the network will be reimbursed. Reimbursement does not include the 1.10% International Service fee charged for certain foreign transactions conducted outside the continental United States.

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Village of  
**Maywood**  
Illinois

## The Village of Maywood Prayer Confession

Father, we come boldly to your throne of grace interceding for the Village of Maywood. We pray for a spiritual awakening in the hearts of the Maywood residents. Thank you for preserving this Village and bringing restoration, wholeness, and generational wealth to our communities. Restore this generation's faith, passion, and ignite in them a holy fire that will destroy every demonic influence.

Thank you, Father, that you have delivered Maywood out of the power of darkness and translated them into the Kingdom of Your dear Son. We bind every strong man that has held Maywood bound; we execute divine judgment against the forces of darkness and cancel every satanic operation. We thank You that the works of the enemy are destroyed and declare that Jesus is Lord! We plead the blood of Jesus over Maywood and its residents and declare that heavenly angels have been given charge over this Village to protect it.

We thank You that the body of Christ has been released; as laborers have been sent to Maywood preaching the gospel, bringing healing to the brokenhearted, deliverance to the captives, and liberty and restoration to the bruised. Let the outpouring of the Holy Spirit consume them with wisdom, prosperity, truth, love, joy, peace, righteousness, faithfulness, and holiness that will manifest God's Kingdom and bring forth revival to the Land. Father, we know that Your Word will not return to us void and will accomplish everything to which we've sent it to in Maywood, in Jesus' name. Amen!

## JOIN MAYWOOD'S NEWLY LAUNCHED HOMELAND SECURITY & EMERGENCY MANAGEMENT TEAM



The Village of Maywood is seeking Volunteers to join the Homeland Security and Emergency Management Agency (DHSEM). DHSEM is made up of citizen volunteers who receive ongoing training to assist the Village of Maywood in the case of emergencies and disasters.

DHSEM is a public safety agency alongside the village's Police and Fire departments. DHSEM is dedicated to preparing for, responding to and recovering from major emergencies and disasters. One of DHSEM's responsibilities is to educate the public with preparedness training so people will know what they can do to help themselves before, during and after a disaster strike. Residents are encouraged to become more involved with our preparedness efforts by getting directly involved as a volunteer Emergency Response Team member.

New MDHSEM Volunteers must complete the below requirements:

- Must be at least 18 years of age
- Successful completion of background check
- Must have a valid Illinois driver's license

To apply Please contact  
[Tbrown@maywood-il.org](mailto:Tbrown@maywood-il.org)  
[Ksilas@maywood-il.org](mailto:Ksilas@maywood-il.org)  
 Office: 708-829-1111

### VILLAGE HALL

40 Madison Street  
 Maywood, IL 60153  
 Phone: 450.6300

### VILLAGE PRESIDENT

**Nathaniel George Booker**

### VILLAGE CLERK

Gwaine Dianne Williams

### TRUSTEES

Antonio Sanchez  
 Shabaun Reyes Plummer  
 Miguel Jones  
 Melvin L. Lightford Sr  
 Aaron Peppers  
 Isiah Brandon

### VILLAGE MANAGER

Chasity Wells-Armstrong

<b>Police Emergency</b>	<b>9-1-1</b>
<b>Non-Emergency</b>	<b>450.4470</b>
<b>Fire Emergency</b>	<b>9-1-1</b>
<b>Non-Emergency</b>	<b>343.5595</b>
<b>Mayor's Office</b>	<b>450.6303</b>
<b>Clerk's Office</b>	<b>450.6360</b>
<b>Public Works</b>	<b>450.4482</b>
<b>Water Dept.</b>	<b>450.6324</b>
<b>Manager's Office</b>	<b>450.6301</b>
<b>Code</b>	
<b>Enforcement</b>	<b>450.4405</b>
<b>Finance Dept.</b>	<b>450.6300</b>
<b>Community</b>	
<b>Development</b>	<b>450.4429</b>

Website [www.Maywood-il.org](http://www.Maywood-il.org)



# VILLAGE OF MAYWOOD

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

## Building & CODE DEPARTMENT 2022 (MONTH) REPORT

MONTHLY BUILDING ACTIVITY	MONTH 2021	MONTH 2022	YTD 2021	YTD 2022
MyCivic Issues Reported				
MyCivic Issues Completed/Closed				
Total Building Permits Issued				
Construction Value				
Permit Fees Collected				
Contractor License Issued				
Contractor License Fees				
Certificate of Compliance Inspections				
Exempt Stamp Fees				
Building Inspections				
Electrical Inspections				
Plumbing Inspections				
Total Property Maintenance Inspections				
- Resident Initiated				
- Staff Initiated				
Administrative Hearing Cases				
<b>ZONING ACTIVITY</b>				
Total Zoning Cases				
- Text/Map Amendments				
- Variations/Appeals				
- Special Uses				
- Site Plan				
- Subdivision				

**VILLAGE PRESIDENT**, Mayor Nathaniel George Booker

**BOARD OF TRUSTEES**

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

**VILLAGE CLERK**, Gwaine Dianne Williams

**VILLAGE MANER**, Chasity Wells Armstrong



# VILLAGE OF MAYWOOD

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

## FIRE DEPARTMENT 2022 (MONTH) REPORT

FIRE CALLS BY INCIDENT TYPE		
Report	Month	YTD
Fire Overpressure / Explosion Rescue & Emergency Medical Services Hazardous Condition Service Incident Good Intent Incident False Call or Alarm Severe Weather & Natural Disaster Special Incident Type Dispatched & Cancelled En Route		
TYPE OF FIRE INCIDENT		
Structure/Building Fires Appliance/Cooking/Chimney Fires Vehicle Fires Grass/Bush/Green Space Fires Dumpster/Rubbish Fires Other Fires		
TYPE OF RESCUE BY INCIDENT		
<i>Not all arrest charges are listed/included</i>		
EMS, Excluding Vehicle Accident Medical Assistance Potential Infectious Disease Exposure Vehicle Accidents Pedestrian vs Vehicle Accidents Water Rescue Extrication Incidents EMS Standby		

**VILLAGE PRESIDENT**, Mayor Nathaniel George Booker

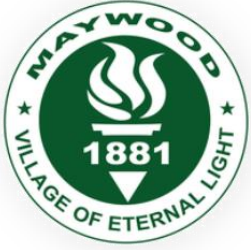
### BOARD OF TRUSTEES

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

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**VILLAGE CLERK**, Gwaine Dianne Williams

**VILLAGE MANER**, Chasity Wells Armstrong



# VILLAGE OF MAYWOOD

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

## POLICE DEPARTMENT 2022 (MONTH) REPORT

### ACTIVITY OVERVIEW

*\*Totals updated when dispositioned by reporting officer and are also reliant on report approvals. YTD may not reflect at the time of the report query. (Total includes tickets/warning citations)*

Report	Month	YTD
Calls for Service (CFS) Vehicle Accidents House/Premise Check Assist Other Agencies Request for Traffic Details Speed Sign Deployment Substance Abuse (Alcohol Drugs)		

### ARREST

Juvenile DUI Misdemeanor Felony		
--	--	--

### Breakdown of Arrests/Charges by MPD

*Not all arrest charges are listed/included*

Criminal Damage to Property Driving Under the Influence Alcohol/Drugs Firearm UUW, Possession of Manufacture/Delivery of Drugs Suspended/Revoked Driver's License		
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### CITATIONS ISSUED

Parking Compliance Warnings		
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**VILLAGE PRESIDENT,** Mayor Nathaniel George Booker

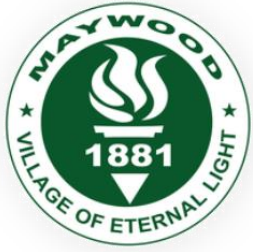
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# VILLAGE OF MAYWOOD

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

## POLICE DEPARTMENT 2022 (MONTH) REPORT

<b>REPORTED OFFENSES INCLUDED IN Uniform Crime Index Report</b>						
	<i>Robbery</i>	<i>Aggravated</i>	<i>Burglary</i>	<i>Theft</i>	<i>Vehicle</i>	<i>Homicide</i>
		<i>Assault/Battery</i>			<i>Theft</i>	
January						
February						
March						
April						
June						
July						
August						
September						
October						
November						
December						
<b>YTD</b>						

Monthly Message from Police Chief Elijah Willis

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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 MANER**, Chasity Wells Armstrong



# VILLAGE OF MAYWOOD

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

## PUBLIC WORKS DEPARTMENT 2022 (MONTH) REPORT

MONTHLY ACTIVITY	Previous Month	MONTH	YTD
Work Orders			
MyCivic Issues Reported			
MyCivic Issues Completed/Closed			
Utility Permits Issued			
<b>STREETS</b>			
Miles of Street Resurfaced			
Sidewalk Repairs			
Gallons Gasoline Dispensed			
Gallons Diesel Dispensed			
Street Sweeping Tonnage			
Street Sweeping Cycles (Leaf Pickup)			
<b>WATER/SEWER</b>			
Water – Gallons Pumped (millions)			
Water System Repairs			
Sewer System Repairs			
Catch Basins Cleaned			
<b>STREET LIGHTING</b>			
Street Light Repairs			
<b>FORESTRY</b>			
Trees Removed			
Trees Planted			
Trees Trimmed			
<b>GREEN MAINTENANCE</b>			
Mowing Cycles Completed			
Abandon Building Cycles Completed (Contracted)			
Abandon Building Cycles Completed (by Staff)			

**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 MANER**, Chasity Wells Armstrong



3318 WEST 95<sup>th</sup> STREET  
EVERGREEN PARK, IL  
60805

OFFICE: (708) 424-5678  
FAX: (708) 425-1898

[www.osmfm.com](http://www.osmfm.com)

## FELICIA L. FRAZIER

“A proven record of performance from landmark precedent-setting cases to excellence in client representation – experience counts.”



Managing Partner at Odelson & Sterk, Ltd., Felicia Frazier provides experienced counsel in the areas of school, municipal, and labor law. A graduate of Illinois State University with a degree in Psychology, she earned her Juris Doctorate from John Marshall Law School. Felicia is a member of the Illinois Council of School Attorneys and is admitted to practice in the United States District Court for the Northern District of Illinois.

Prior to coming to the firm, Felicia served as an Assistant State’s Attorney with the Cook County State’s Attorney’s Office. As a trial attorney, she prosecuted hundreds of cases in both bench and jury trials. In addition, she provided domestic battery training for Area 4 Police Headquarters personnel.


Felicia presently serves as general counsel to numerous school districts, as well as village attorney for multiple municipalities. Felicia’s school law experience includes hearings before the Illinois Educational Labor Relations Board, teacher dismissal hearings, and labor contract negotiations,

including arbitrations. Her public sector experience includes personnel issues, labor and employment matters, and contract negotiations. She represents employers in state and local labor board hearings, as well as grievance and arbitration hearings.

Felicia has served as a speaker at school and municipal conferences on topics including employee discipline, discharge, pension related issues, and social media. She has also conducted training programs for a variety of employers on labor and employment law issues.

In 2018, Felicia was named as one of Crain’s Chicago’s Notable Women Lawyers and was 1 of 4 recipients of the Women’s Bar Association of Illinois Top Women Lawyers in Leadership Awards. In 2019, she was honored as one of Crain’s Chicago Notable Women Lawyers, and in 2021 Felicia was recognized by Chicago Lawyer Magazine as one of the “Top 50 Women in Law.”

Felicia is a resident of Proviso Township and has been for 17 years. Along with her husband and 2 children, Felicia volunteers at homeless shelters and food pantries.



ODELSON • STERK • MURPHEY  
FRAZIER • MCGRATH, LTD.  
ATTORNEYS AT LAW

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[www.osmfm.com](http://www.osmfm.com)

**Felicia L. Frazier**  
[ffrazier@osmfm.com](mailto:ffrazier@osmfm.com)

April 1, 2022

**Via Email:**

Chasity Wells-Armstrong, Village Manager  
Village of Maywood  
40 Madison Street  
Maywood, IL 60153  
[Cwells-armstrong@maywood-il.org](mailto:Cwells-armstrong@maywood-il.org)

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**Re: Legal Services Provided by Odelson, Sterk, Murphey, Frazier & McGrath, Ltd.**

Dear Village Manager Wells-Armstrong:

Please allow this correspondence to serve as a general retention agreement between Village of Maywood and the law firm of Odelson, Sterk, Murphey, Frazier & McGrath, Ltd. (“OSMFM, Ltd.”), which you may use for matters that may be assigned to us by yourself, as Village Manager, the Village Board of Trustees and the Village President.

Effective March 25, 2022, the Village Manager elected to retain the services of OSMFM, Ltd. to represent the Village of Maywood as Village Attorneys (“Corporation Counsel”). This letter expresses our understanding of the services our firm will render on behalf of the Village. We will strive to vigorously represent the Village’s interests effectively and will keep you informed of significant developments.

Our fees and expenses incurred will be paid either by the Village or its insurance carrier, as may be agreed by and between them. The attorneys, paralegals, legal assistants, and law clerks in our office who may be used in any matter assigned to our firm by the Village, will be designated and supervised by us in accordance with our best judgment of your needs and cost efficiency. The Village or its insurance carrier will be billed on an hourly basis for services performed by OSMFM, Ltd. in connection with any matters assigned to our office, based upon the actual time expended in increments of 0.25 of an hour. Our current hourly rates for attorneys assigned to Village matters will be \$200.00 per hour per attorney for all work related to litigation, labor and employment matters and TIF matters. Our rates for all other Village matters will be \$180.00 per hour for attorneys, \$85.00 per hour for paralegals and \$25.00 per hour for law clerks. Below is a comparison of rates for OSMFM and Klein, Thorpe & Jenkins.



ODELSON · STERK · MURPHEY  
 FRAZIER · MCGRATH, LTD.  
 ATTORNEYS AT LAW

April 1, 2022  
 Page 2 of 3

Matter Type	Professional Type	Klein, Thorpe, Jenkins Hourly Rates	OSMFM, Ltd. Hourly Rates
Labor & Employment	Attorney-Partner	\$220	\$200
	Attorney-Associate	\$220	\$200
	Paralegal	\$90 and \$70	\$85
	Law Clerk	N/A	\$25
Litigation	Attorney-Partner	\$190	\$185
	Attorney-Associate	\$165 and \$155	\$165
	Paralegal	\$90 and \$70	\$85
	Law Clerk	N/A	\$25
General Municipal	Attorney-Partner	\$190	\$180
	Attorney-Associate	\$165 and \$155	\$165
	Paralegal	\$90 and \$70	\$85
	Law Clerk	N/A	\$25

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OSMFM, Ltd. will bill the Village or its insurance carrier for expenses incurred on the Village's behalf above and beyond normal office-related expenses. These expenses include, but are not limited to, court reporters, court filing fees, trial exhibits, expert witnesses, express shipping and large copying matters, as may be necessary for your representation. The statement for our fees and for out-of-pocket costs incurred by us on your behalf will be billed monthly to the Village or its insurance carrier.

The Village Manager has the right to terminate OSMFM, Ltd.'s representation at any time, subject to notice to us. At the same time, OSMFM, Ltd. reserves the right to withdraw from any representation, subject to the applicable Rules of Professional Responsibility of the State of Illinois. If OSMFM, Ltd. elects to terminate any representation, we will notify you immediately.

Please acknowledge the terms and conditions of our representation by signing below and returning an original executed copy to us. Thank you again for this opportunity to be of service to Village of Maywood. If you have any questions, or if I may clarify any of the above matters with you, please do not hesitate to contact me.

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Yours very truly,  
**ODELSON, STERK, MURPHEY,  
FRAZIER & MCGRATH, LTD.**

By:   
Felicia L. Frazier, Managing Partner

**CLIENT ACKNOWLEDGMENT & ACCEPTANCE**

I have received a copy of this letter and have had an opportunity to review it. My signature acknowledges that I have read, understand, accept, and consent to the terms and conditions discussed in this letter and that I am authorized to execute same on behalf of the Village.

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

By: \_\_\_\_\_  
Chasity Wells-Armstrong  
Village of Maywood, Village Manager

# MEMO

---

Date: March 29, 2022

To: Village of Maywood

Attn: Ms. Chasity Wells-Armstrong, Village Manager

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

From: Bill Peterhansen, P.E., CFM

Re: 2022 Call for Projects  
Federal Surface Transportation Program – Local  
2026-2027 Federal Fiscal Year  
Grant Applications

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## Background

**We recently submitted grant applications to obtain federal funding for roadway improvements to all of the Village’s Collector Routes that are currently in need of improvement or are anticipated to be in need of improvement by 2027.**

There is a call for projects every two (2) years through the North Central Council of Mayors. The federal Surface Transportation Program (STP) under the FAST Act provides funding to state transportation departments, which the state and its local agencies can use for projects on any eligible roadways, bridge projects, transit capital projects, or bus terminals. A portion of the funding allocated to the Illinois Department of Transportation (IDOT), known locally as STP funding, is designated for northeast Illinois through the Chicago Metropolitan Agency for Planning (CMAP), which then delegates programming authority for a portion of those funds (STP-Local funding or STP-L) to each of the Councils of Mayors and to the City of Chicago for eligible transportation improvements.

Only roads classified as arterials (principal or minor) or collectors (major or minor) are eligible to receive funding. **The projects are eligible to receive 80% federal funding for construction and construction engineering**, with a 20% local match requirement.

## Funding

Attachment 1 for reference is the existing NCCM 5 Year Transportation Improvement Plan (2021-2025) as approved by CMAP from the previous grant submittals we submitted in 2020. Highlighted in red are the Village of Maywood projects. There is typically around \$3,400,000 million in funds available each year to the council and the Village of Maywood is currently programmed to receive \$5,709,000 in total between 2021-2025. Note that the Village of Maywood is 1 of 48 communities in the North Central Council of Mayors eligible for funding, but is slated for 33.6% of the total funding over the course of 5 year program!

For the current call for projects (FFY 2026-2027) we want to continue to keep the Village of Maywood in line for a strong long term plan, and have included additional roadways to “get in line” for funds at that time. There is also the chance for the Village to receive further funding to be included in the STP Program as part of the recent Infrastructure Bill. Furthermore, there is the opportunity to “move up on the list” if other communities have their projects fall behind schedule. This happens quite frequently for a variety of reasons.

The projects applied for are as follows:

1. \*9th Avenue from Madison Street to St. Charles Road
2. \*5th Avenue from Harrison Street to Quincy Street
3. \*Madison Street from 21st Avenue to 1st Avenue
4. 5th Avenue from Roosevelt Road to Bataan Drive
5. Washington Boulevard from 9th Avenue to 1st Avenue

\*Designates a “renewal” project from previous contingency list

All of the projects are considered Local Agency Functional Overlay (LAFO) improvements of which are more commonly referred to as “pavement resurfacing improvements”.

## Action

If the Village Board is interested in moving forward with receiving federal funds for future improvements to collector routes, the attached resolution will need to be approved. The resolution is a supporting document to the grant applications. Upon approval, Hancock Engineering will forward the resolution to the North Central Council of Mayors transportation program liaison.

If you should have questions, please call our office at your convenience.

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

**A RESOLUTION AUTHORIZING  
THE SUBMITTAL OF AN APPLICATION FOR FUNDING OF ROADWAY IMPROVEMENTS  
THROUGH THE SURFACE TRANSPORTATION PROGRAM**

**(Project Boundaries: 9th Avenue from Madison Street to St. Charles Road;  
5th Avenue from Harrison Street to Quincy Street;  
Madison Street from 21st Avenue to 1st Avenue;  
5th Avenue from Roosevelt Road to Bataan Drive;  
and Washington Boulevard from 9th Avenue to 1st Avenue)**

**WHEREAS**, the North Central Regional Council of Mayors has solicited various municipalities to submit applications for federal funding of roadway rehabilitation improvements; and

**WHEREAS**, the Village of Maywood is under the jurisdiction of the North Central Regional Council of Mayors, and is therefore eligible to submit such an application; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood desire to submit an application for roadway improvements within the following areas: 9th Avenue from Madison Street to St. Charles Road; 5th Avenue from Harrison Street to Quincy Street; Madison Street from 21st Avenue to 1st Avenue; 5th Avenue from Roosevelt Road to Bataan Drive; and Washington Boulevard from 9th Avenue to 1st Avenue (the "Roadway Project Boundaries"). All of the Roadway Project Boundaries are located within the Local Agency Functional Overlay (LAFO) category; and

**WHEREAS**, federal funding through the Surface Transportation Program is available for such roadway improvements at the rate of eighty percent (80%) federal dollars for the costs of construction and construction engineering costs, with a twenty percent (20%) local match; and

**WHEREAS**, the Village President and Board of Trustees find the submittal of an application seeking federal funding of roadway improvements on Madison Street from 1st Avenue to the Des Plaines River Bridge to be in furtherance of the health, safety and welfare of, and in the best interests of, the residents and property owners within the Village of Maywood.

**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 Village President and Board of Trustees of the Village of Maywood (the "Village") authorize Edwin Hancock Engineering Company (Village Engineer) to prepare an application seeking funding for roadway improvements within the following areas: 9th Avenue from Madison Street to St. Charles Road; 5th Avenue from Harrison Street to Quincy Street; Madison Street from 21st Avenue to 1st Avenue; 5th Avenue from Roosevelt Road to Bataan Drive; and Washington Boulevard from 9th Avenue to 1st Avenue (the "Roadway Project Boundaries"), and to submit such application, on behalf of the Village, to the North Central Regional Council of Mayors. The Village President and Village Clerk, or their

designees, are directed and authorized to execute the application, and to execute and deliver all other instruments and documents that are necessary in order to apply for funding for roadway improvements within the Roadway Project Boundaries.

**SECTION 3:** If funding for the roadway improvements is approved, the Village President and Board of Trustees of the Village of Maywood agree to appropriate and approve the expenditure of sufficient funds to finance its proportionate local share of the improvements at the appropriate time.

**SECTION 4:** The Village Clerk, or his/her designee, shall transmit a certified copy of this Resolution to the North Central Regional Council of Mayors for record retention purposes.

**SECTION 5:** 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 \_\_\_\_\_, 2022, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 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 AUTHORIZING  
THE SUBMITTAL OF AN APPLICATION FOR FUNDING OF ROADWAY IMPROVEMENTS  
THROUGH THE SURFACE TRANSPORTATION PROGRAM**

**(Project Boundaries: 9th Avenue from Madison Street to St. Charles Road;  
5th Avenue from Harrison Street to Quincy Street;  
Madison Street from 21st Avenue to 1st Avenue;  
5th Avenue from Roosevelt Road to Bataan Drive;  
and Washington Boulevard from 9th Avenue to 1st Avenue)**

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 \_\_\_\_\_, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_, 2022.

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

[SEAL]

SCORE/RANK		PROJECT INFORMATION			REQUESTED PROGRAM					RECOMMENDED PROGRAM							
Points	Rank	CMAP ID	Project	Muni/Lead	Phase	2021	2022(STP-L/CRR)	2023	2024	2025		2021	2022 STP-L	2022 CRRSAA	2023	2024	2025
											Mark	\$4,156,282	\$3,949,439	\$1,084,249	\$3,710,192	\$3,710,192	\$3,710,192
						\$7,412,161	\$10,188,200	\$8,799,000	\$4,617,200	\$3,263,200	Programmed:	\$4,081,000	\$3,930,745	\$1,084,249	\$3,491,619	\$3,438,400	\$3,362,200
											Balance:	\$75,282	\$18,694	\$0	\$218,573	\$271,792	\$347,992
	GF	04-17-0004	Oak Park Avenue	Oak Park	C	\$2,560,000						\$2,560,000					
	GF	04-17-0018	25h Avenue	Schiller Park	C	\$752,000						\$752,000					
	GF	04-17-0018	25h Avenue	Schiller Park	CE	\$88,000						\$88,000					
	GF	04-17-0010	Proviso Drive	Berkeley	C	\$2,059,435						\$2,059,435					
	GF	04-17-0010	Proviso Drive	Berkeley	CE	\$267,726						\$267,726					
66	1	04-10-0025	Washington Boulevard Improvements - 21st Avenue to 9th Avenue	MAYWOOD	C		\$2,800,000								\$2,800,000		
56.5	2	04-20-0017	Intersection Improvements at North Avenue and Railroad Avenue	NORTHLAKE	C		\$320,000						\$320,000				
56.5	2	04-20-0017	Intersection Improvements at North Avenue and Railroad Avenue	NORTHLAKE	CE		\$32,000						\$32,000				
54.5	3	04-20-0004	25th Avenue Reconstruction/Widening	MELROSE PARK	EII		\$1,000,000									\$1,000,000	
54	4	04-20-0032	9th Avenue LAFO - Main Street to Chicago Avenue	MAYWOOD, MELROSE PARK	C			\$425,000								\$425,000	
54	4	04-20-0032	9th Avenue LAFO - Main Street to Chicago Avenue	MAYWOOD, MELROSE PARK	CE			\$51,000								\$51,000	
53.9	5	04-19-0009	19th Avenue Improvements - Madison Street to Oak Street	MAYWOOD	C		\$2,171,000										\$2,171,000
53.9	5	04-19-0009	19th Avenue Improvements - Madison Street to Oak Street	MAYWOOD	CE		\$262,000										\$262,000
51.5	6	04-20-0027	Austin Boulevard Resurfacing	OAK PARK	C		\$984,000										\$984,000
51.5	6	04-20-0027	Austin Boulevard Resurfacing	OAK PARK	CE		\$98,400										\$98,400
51	7	04-20-0018	Railroad Avenue Reconstruction	NORTHLAKE	C			\$800,000									\$800,000
51	7	04-20-0018	Railroad Avenue Reconstruction	NORTHLAKE	CE			\$80,000									\$80,000
49.4	8	04-18-0006	Armitage Avenue Reconstruction	MELROSE PARK	EII	\$362,000						\$359,584					
48.8	9	04-20-0012	Fullerton Avenue Resurfacing	NORTHLAKE	C	\$619,000						\$619,000					
48.8	9	04-20-0012	Fullerton Avenue Resurfacing	NORTHLAKE	CE	\$62,000						\$62,000					
47.7	10	CFP04-20-0013	Balmoral Avenue; Canterbury Street to Roosevelt Road	WESTCHESTER	C			\$1,760,000									
47.7	10	CFP04-20-0013	Balmoral Avenue; Canterbury Street to Roosevelt Road	WESTCHESTER	CE			\$200,000									
47.5	11	04-20-0020	Traffic Signal Modernization at Wolf Road and Wiltse Drive	NORTHLAKE	C				\$437,200								\$437,200
47.5	11	04-20-0020	Traffic Signal Modernization at Wolf Road and Wiltse Drive	NORTHLAKE	CE				\$44,000								\$44,000
45.8	12	04-21-0001	Jackson Blvd, (Des Plaines Ave- Madison St.) West	FOREST PARK	C	\$380,000						\$380,000					
45.8	12	04-21-0001	Jackson Blvd, (Des Plaines Ave- Madison St.) West	FOREST PARK	CE	\$38,000						\$38,000					
45.5	13	04-20-0019	Traffic Signal Modernization at Wolf Road and Palmer Avenue	NORTHLAKE	C				\$407,200								\$407,200
45.5	13	04-20-0019	Traffic Signal Modernization at Wolf Road and Palmer Avenue	NORTHLAKE	CE				\$40,800								\$40,800
44.5	14	CFP04-20-0030	9th Avenue LAFO - Madison Street to St. Charles Road	MAYWOOD	C			\$1,061,000									
44.5	14	CFP04-20-0030	9th Avenue LAFO - Madison Street to St. Charles Road	MAYWOOD	CE			\$128,000									
44	15	CFP04-20-0009/04-16-0002	Traffic Signal at Irving Park Road and Old River Road	SCHILLER PARK	EII	\$224,000						\$224,000					
44	15	CFP04-20-0009	Traffic Signal at Irving Park Road and Old River Road	SCHILLER PARK	C		\$1,792,000										
42.5	16	CFP04-20-0010	Division Street Resurfacing	OAK PARK	C			\$2,340,000									
42.5	16	CFP04-20-0010	Division Street Resurfacing	OAK PARK	CE			\$220,000									
42	17	CFP04-20-0025	Bellwood Avenue Resurfacing	BELLWOOD	C				\$640,000								
42	17	CFP04-20-0025	Bellwood Avenue Resurfacing	BELLWOOD	CE				\$80,000								
41.5	18	CFP04-20-0031	5th Avenue LAFO - Harrison Street to Quincy Street	MAYWOOD	C			\$309,000									
41.5	18	CFP04-20-0031	5th Avenue LAFO - Harrison Street to Quincy Street	MAYWOOD	CE			\$38,000									
41.3	19	CFP04-20-0026	Madison Street Resurfacing	BELLWOOD	C					\$984,000							
41.3	19	CFP04-20-0026	Madison Street Resurfacing	BELLWOOD	CE					\$123,200							
41	20	CFP04-20-0015	Circle Ave Resurfacing	FOREST PARK	C				\$1,280,000								
41	20	CFP04-20-0015	Circle Ave Resurfacing	FOREST PARK	CE				\$128,000								

39.5	21	CFP04-20-0011	Jackson Blvd (Des Plaines Ave - Harlem Ave) East	FOREST PARK	C					\$680,000							
39.5	21	CFP04-20-0011	Jackson Blvd (Des Plaines Ave - Harlem Ave) East	FOREST PARK	CE					\$68,000							
37.8	22	CFP04-20-0024	Eastern Avenue Resurfacing	BELLWOOD	C			\$592,000				\$250,000	\$355,449				
37.8	22	CFP04-20-0024	Eastern Avenue Resurfacing	BELLWOOD	CE			\$74,000									
37.4	23	CFP04-20-0023	Harrison Street Resurfacing	BELLWOOD	C			\$648,000					\$648,000				
37.4	23	CFP04-20-0023	Harrison Street Resurfacing	BELLWOOD	CE			\$80,800					\$80,800				
36.5	24	CFP04-20-0033	Madison Street LAFO - 21st Avenue to 1st Avenue	MAYWOOD	C			\$992,000									
36.5	24	CFP04-20-0033	Madison Street LAFO - 21st Avenue to 1st Avenue	MAYWOOD	CE			\$120,000									
32	25	CFP04-20-0034	North Avenue Safety Enhancements	OAK PARK	CE			\$1,000,000		\$168,000							
30.5	26	CFP12-20-0059	Des Plaines Avenue	NORTH RIVERSIDE	C			\$637,000								\$607,619	
30.5	26	CFP12-20-0059	Des Plaines Avenue	NORTH RIVERSIDE	CE			\$84,000								\$84,000	

Total CRRSAA Funds 1084249

CRRSAA Funded - \$728,800  
 CRRSAA Funded - \$355,449/ STP Funded \$250,000



# Village of MAYWOOD

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



March 21, 2022

To: Mrs. Chasity Wells-Armstrong  
Village Manager

From: Elijah Willis   
Chief of Police

Subject: MPD Proposal # 017

**The attached proposal is forwarded to your attention for consideration and for submission to the Regular Village Board Meeting when you feel it's applicable.**

Over the years, the Maywood Police Department has had a significant flooding issue. Therefore, upon the departure of former Chief Talley, I made a thorough assessment of the office space of the Chief of Police, as well as the furnishings within it, and discovered that the furnishings were severely damaged by mold and mildew. Since then, the office has been thoroughly cleaned and all contaminated furnishings have been disposed of in the proper manner. Currently, the office space stands empty.

Attached, are Proposal 29228, in the amount of \$7,287.74 and Proposal 29230, in the amount of \$10,012.98, by Arthur P. O'Hara Inc. After much thought, I have selected Proposal 29230 (Diagram B) to serve as replacement furnishings for the office. The option selected will best create a multifunctional workspace that will be utilized to suit the needs of the Chief of Police and the command staff.

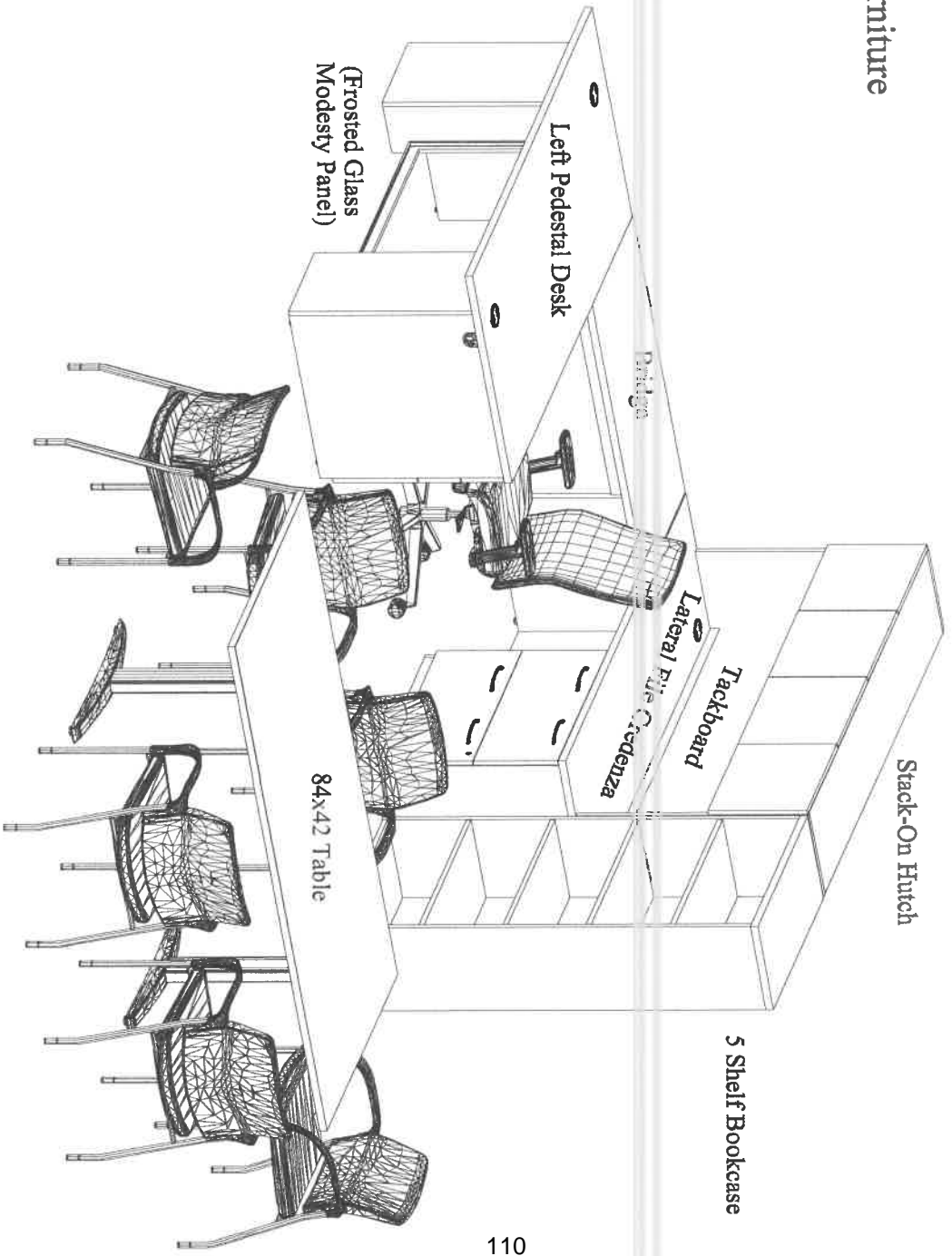
At this time, I feel that it is not necessary to solicit further bids or vendors for this project as the vendor providing the quotes has been vetted and utilized by the village in the past. Therefore, I would like to ask for approval to move forward with the purchase of the items listed within Proposal 29230 ("Diagram B), to fulfill the project of furnishing the Chief of Police office space. The one-time purchase will complete the necessary reconfiguration project for the space and should last upwards of 10-15 years, without a need for replacement. Funding for the project will be charged to line item, Maintenance Building: 01-40-51100.

Please, take time to review both proposals, and let me know your thoughts on the matter. I appreciate your continued support to move this project forward to completion.

Attachments:

- Furniture Quote

Maywood Police Dept.  
Chief Willis's Office  
Hon "Concinnity" Series Furniture  
Diagram A





# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515  
 Phone: (630) 786-5454 Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29228</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.  125 S 5TH AVE MAYWOOD IL 60153	Maywood Police Dept. Lynda Solivan/Chief Willis  125 S 5TH AVE MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b> (708) 450-4461	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b> Lynda Solivan
---	---------------------	--------------------------------------

<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b> 6868	<b>PAYMENT TERMS</b> Net 10 Days	<b>SALESPERSON</b> Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	1	HNL3672LPRB F .G ~ .C .T1 \$(L1STD) ~ \$(L1STD) ~ \$(L1STD) ~	Chief Willis's Office-Diagram A Home "Concinnity" Series Furniture  72Wx36D Left Full Pedestal Desk, with Frosted Modesty Panel Smooth, Flat Undecided EDGE Option Satin Canopy Drawer Pulls? Platinum Grommets? Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided LAMINATE2 Option Grd L1 Standard Laminates Undecided COLOR Option	1,333.75	1,333.75
2	1	HNLRC2448V .G ~ .T1 \$(L1STD) ~	48Wx24D Rectangle Worksurface, W/Vertical Grain ("Bridge") Smooth, Flat Undecided EDGE Option Platinum Grommet? Grd L1 Standard Laminates Undecided LAMINATE Option	154.58	154.58
3	1	HNLMP4810 \$(L1STD) ~	48Wx10H Modesty/Back Panel, for Above Worksurface Grd L1 Standard Laminates Undecided LAMINATE Option	125.16	125.16

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.

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# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29228</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.	Maywood Police Dept. Lynda Solivan/Chief Willis
125 S 5TH AVE MAYWOOD IL 60153	125 S 5TH AVE MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b> (708) 450-4461	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b> Lynda Solivan
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<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b> 6868	<b>PAYMENT TERMS</b> Net 10 Days	<b>SALESPERSON</b> Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
4	1	HNL2472RLC .G ~ .C .T1 \$(L1STD) ~ \$(L1STD) ~ \$(L1STD) ~	72Wx24D Right Lateral File Credenza Smooth, Flat Undecided EDGE Option Satin Canopy Drawer Pulls? Platinum Grommets? Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided LAMINATE2 Option Grd L1 Standard Laminates Undecided COLOR Option	886.37	886.37
5	1	HNL3672LD \$(L1STD) ~ \$(L1STD) ~	72W Stack-On Hutch, W/Hinged Laminate Doors Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided COLOR Option	709.37	709.37
6	1	H90056 \$(A) ~	(Optional) Tackboard, for Hutch Gr A Fab Undecided FABRIC Option	172.79	172.79
7	2	HLVPM1	(Optional) Vertical Paper Manager	188.79	377.58
8	2	HF23S .X110E	Lock Core Kit, for Desk & Credenza Drawers Keyed #110E	25.57	51.14

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.

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# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29228</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.  125 S 5TH AVE MAYWOOD IL 60153	Maywood Police Dept. Lynda Solivan/Chief Willis  125 S 5TH AVE MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b> (708) 450-4461	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b> Lynda Solivan
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<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b> 6868	<b>PAYMENT TERMS</b> Net 10 Days	<b>SALESPERSON</b> Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
9	1	HNL1530BK5 .G ~ \$(L1STD) ~ \$(L1STD) ~	30Wx14-1/4Dx65H 5 Shelf Bookcase Smooth, Flat Undecided EDGE Option Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided LAMINATE2 Option  Hon "Preside" Series Conference Table	470.74	470.74
10	1	HTLC4284 .G ~ .N \$(L1STD) ~	84Wx42D Rectangular Table Top 2MM/Flat Undecided EDGE Option No Grommet Grd L1 Standard Laminates Undecided LAMINATE Option	469.33	469.33
11	1	HTTLEG84 \$(P1) ~	Pr. Aluminum "T" Legs, for Above Table Top P1 Paint Opts Undecided PAINT Option  Hon "Ignition" Series Seating	437.58	437.58
12	1	HIWMM .Y2 .A .S .IM \$(1)	Mid Back Work Chair Advanced Synchro-Tilt Control Height & Width Adjustable Arms Black All Surface Casters Black Mesh Back Gr 1 UPH CONTINUED...	392.75	392.75

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.

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# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515  
 Phone: (630) 786-5454 Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29228</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.	Maywood Police Dept.
	Lynda Solivan/Chief Willis
125 S 5TH AVE	125 S 5TH AVE
MAYWOOD IL 60153	MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b>	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b>
(708) 450-4461		Lynda Solivan

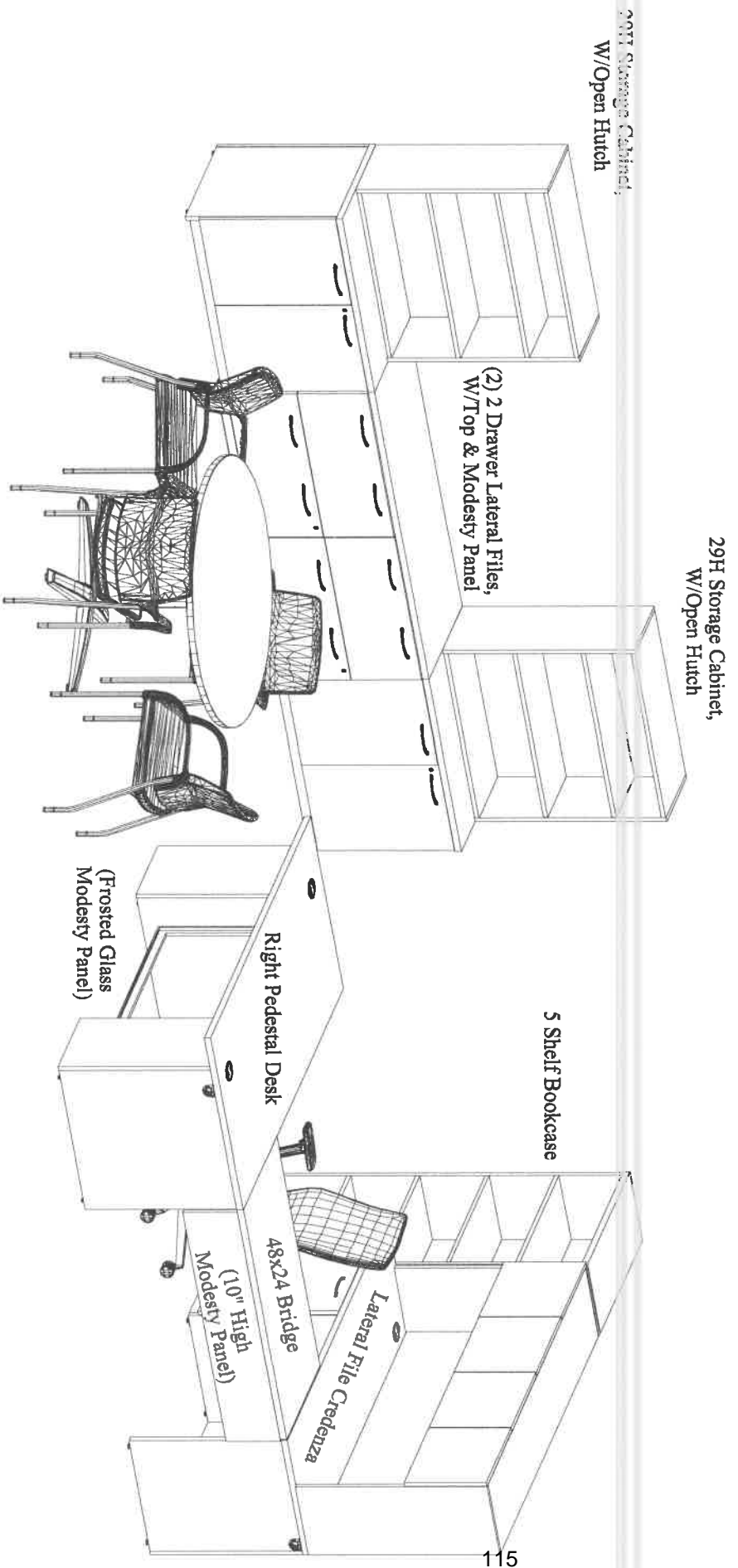
<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b>	<b>PAYMENT TERMS</b>	<b>SALESPERSON</b>
	6868	Net 10 Days	Maureen McKinney

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED	
13	6	HIGS6	Side Chair Undecided FABRIC Option Black Adjustable Lumbar Standard Base Black Frame	231.10	1,386.60	
		.BL	Black Adjustable Lumbar			
		.SB	Standard Base			
		.T	Black Frame			
		.N	Armless			
		.S	Soft Casters, for Hard Floor			
		.U	Back: Upholstered			
		\$(1)	Gr 1 UPH			
		~	Undecided FABRIC Option			
		.T	Black Frame			
14	1	DELIVERY	Delivery & Installation	320.00	320.00	
		NOR	Normal business hours (9 AM-5PM, MON-FRI)			
		NU	Non-Union			
PLEASE REVIEW PROPOSAL CAREFULLY Please contact us with any questions or changes						
DEPOSIT REQUIRED: 3,644.00				PRODUCT TOTAL:	6,967.74	
				D&I TOTAL.....:	320.00	
Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.					<b>TOTAL</b>	<b>7,287.74</b>

AUTHORIZED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Maywood Police Dept.  
 Chief Willis's Office  
 Hon "Concinnity" Series Furniture  
 Diagram B





# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515  
 Phone: (630) 786-5454 Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29230</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.  125 S 5TH AVE MAYWOOD IL 60153	Maywood Police Dept. Lynda Solivan/Chief Willis  125 S 5TH AVE MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b> (708) 450-4461	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b> Lynda Solivan
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<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b> 6868	<b>PAYMENT TERMS</b> Net 10 Days	<b>SALESPERSON</b> Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	1	HNL3672RPRB F ~ .C .T1 \$(L1STD) ~ \$(L1STD) ~ \$(L1STD) ~	Chief Willis's Office-Diagram B Home "Concinnity" Series Furniture  72Wx36D Right Full Pedestal Desk, W/Frosted Modesty Panel Undecided EDGE Option Satin Canopy Style Drawer Pulls? Platinum Grommets? Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided LAMINATE2 Option Grd L1 Standard Laminates Undecided COLOR Option	1,333.75	1,333.75
2	1	HNLRC2448V ~ .T1 \$(L1STD) ~	48Wx24D Rectangle Worksurface, W/Vertical Grain Undecided EDGE Option Platinum Grommet? Grd L1 Standard Laminates Undecided LAMINATE Option	154.58	154.58
3	1	HNLMP4810 ~ \$(L1STD) ~	48Wx10H Modesty/Back Panel, for Above Worksurface Grd L1 Standard Laminates Undecided LAMINATE Option	125.16	125.16

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.

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# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29230</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.	Maywood Police Dept.
	Lynda Solivan/Chief Willis
125 S 5TH AVE	125 S 5TH AVE
MAYWOOD IL 60153	MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b>	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b>
(708) 450-4461		Lynda Solivan

<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b>	<b>PAYMENT TERMS</b>	<b>SALESPERSON</b>
	6868	Net 10 Days	Maureen McKinney

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
4	1	HNL2472LLC ~ .C .T1 \$(L1STD) ~ \$(L1STD) ~ \$(L1STD) ~ ~	72Wx24D Left Lateral File Credenza Undecided EDGE Option Satin Canopy Drawer Pulls? Platinum Grommets? Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided LAMINATE2 Option Grd L1 Standard Laminates Undecided COLOR Option	886.37	886.37
5	1	HNL3672LD ~ \$(L1STD) ~ \$(L1STD) ~	72W Stack-On Hutch, with Hinged Laminate Doors Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided COLOR Option	709.37	709.37
6	1	H90056 \$(A) ~	(Optional) Tackboard, for Hutch Gr A Fab Undecided FABRIC Option	172.79	172.79
7	2	HLVPM1	(Optional) Vertical Paper Manager	188.79	377.58
8	1	HNL1530BK5 ~ \$(L1STD) ~	30Wx14-1/4Dx65H 5 Shelf Bookcase Undecided EDGE Option Grd L1 Standard Laminates Undecided LAMINATE Option CONTINUED...	470.74	470.74

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.

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# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29230</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.  125 S 5TH AVE MAYWOOD IL 60153	Maywood Police Dept. Lynda Solivan/Chief Willis  125 S 5TH AVE MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b> (708) 450-4461	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b> Lynda Solivan
---	---------------------	--------------------------------------

<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b> 6868	<b>PAYMENT TERMS</b> Net 10 Days	<b>SALESPERSON</b> Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
9	2	HNL243629SC ~ .C \$(L1STD) ~ \$(L1STD) ~ \$(L1STD) ~ \$(L1STD) ~	Grd L1 Standard Laminates Undecided LAMINATE2 Option 36Wx24Dx29-1/2H Storage Cabinet, W/Doors Undecided EDGE Option Satin Canopy Style Door Pulls? Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided LAMINATE2 Option Grd L1 Standard Laminates Undecided COLOR Option	582.35	1,164.70
10	2	HNL3636BHxD ~ \$(L1STD) ~	36Wx14-1/4Dx35-1/4H Bookcase Hutch, for Above Grd L1 Standard Laminates Undecided LAMINATE Option	327.37	654.74
11	2	HNL233028PL F .C .T1 \$(L1STD) ~ \$(L1STD) ~	30Wx23-1/8Dx28-1/2H Lateral File Pedestal Satin Canopy Drawer Pulls? Platinum Grommets? Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided COLOR Option	653.80	1,307.60

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.



# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29230</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.	Maywood Police Dept. Lynda Solivan/Chief Willis
125 S 5TH AVE MAYWOOD IL 60153	125 S 5TH AVE MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b>	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b>
(708) 450-4461		Lynda Solivan

<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b>	<b>PAYMENT TERMS</b>	<b>SALESPERSON</b>
	6868	Net 10 Days	Maureen McKinney

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED	
17	1	HIWMM	Hon "Ignition" Series Seating Mid Back Work Chair Advanced Synchro-Tilt Control Height & Width Adjustable Arms Black All Surface Casters Black Mesh Back Gr 1 UPH Undecided FABRIC Option Black Adjustable Lumbar Standard Base Black Frame	392.75	392.75	
		.Y2				
		.A				
		.S				
		.IM				
		\$(1)				
		~				
		.BL				
		.SB				
		.T				
18	4	HIGS6	Side Chair Armless Soft Casters, for Hard Floor Back: Upholstered Gr 1 UPH Undecided FABRIC Option Black Frame	231.10	924.40	
		.N				
		.S				
		.U				
		\$(1)				
		~				
		.T				
20	1	DELIVERY NOR NU	Delivery & Installation Normal business hours (9 AM-5PM, MON-FRI) Non-Union	320.00	320.00	
PLEASE REVIEW PROPOSAL CAREFULLY Please contact us with any questions or changes						
<b>DEPOSIT REQUIRED: 5,006.00</b>				PRODUCT TOTAL:	9,692.98	
				D&I TOTAL.....:	320.00	
Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.					<b>TOTAL</b>	<b>10,012.98</b>

AUTHORIZED BY: \_\_\_\_\_

DATE: \_\_\_\_\_



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000115519758.2</b>	<b>Sales Rep</b>	Matt Dewildt
<b>Total</b>	<b>\$10,068.05</b>	<b>Phone</b>	(800) 456-3355, 80000
<b>Customer #</b>	139471965	<b>Email</b>	Matt_Dewildt@Dell.com
<b>Quoted On</b>	Mar. 22, 2022	<b>Billing To</b>	MARVIN SAVAGE
<b>Expires by</b>	Apr. 21, 2022		VILLAGE OF MAYWOOD
<b>Contract Name</b>	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		40 MADISON ST
<b>Contract Code</b>	C000000181093		MAYWOOD, IL 60153-2323
<b>Customer Agreement #</b>	MHEC-07012015		
<b>Solution ID</b>	.		
<b>Deal ID</b>	23646569		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Matt Dewildt

---

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
MARVIN SAVAGE VILLAGE OF MAYWOOD 40 MADISON ST MAYWOOD, IL 60153-2323 (847) 524-0105	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	\$2,368.95	4	\$9,475.80

---

<b>Subtotal:</b>	<b>\$9,475.80</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$0.00</b>
<b>Taxable Amount:</b>	<b>\$9,475.80</b>
<b>Estimated Tax:</b>	<b>\$592.25</b>

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<b>Total:</b>	<b>\$10,068.05</b>
---------------	--------------------

## Shipping Group Details

### Shipping To

MARVIN SAVAGE  
VILLAGE OF MAYWOOD  
40 MADISON ST  
MAYWOOD, IL 60153-2323  
(847) 524-0105

### Shipping Method

Standard Delivery

	Quantity	Subtotal
<b>Dell Latitude 5430 Rugged</b>	<b>4</b>	<b>\$9,475.80</b>
Estimated delivery if purchased today: May. 02, 2022 Contract # C000000181093 Customer Agreement # MHEC-07012015		

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	4	-
Intel Core Processor i7-1185G7, (QC, 3.0 to 4.3 GHz, 28W, vPro)	379-BERR	-	4	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	4	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	4	-
Intel® Core™ vPro i7-1185G7 with Iris Xe Graphics	338-CCRL	-	4	-
ME Lockout MOD - Manageability	631-ADED	-	4	-
16GB, 2x8GB, 3200 MHz DDR4 Non-ECC	370-AGTH	-	4	-
512GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMRW	-	4	-
14" Non-touch 400 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare	391-BGGF	-	4	-
English US Non-backlit Sealed Internal keyboard	583-BILG	-	4	-
No Mouse	570-AADK	-	4	-
Intel AX210 WLAN Driver	555-BHCC	-	4	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	4	-
DW5930E w/o eSIM WWAN Card Qualcomm SDX55 5G-NR for TMO	556-BCYM	-	4	-
Hot surface warning label	389-ECGC	-	4	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	4	-
65W Type-C EPEAT Adapter	492-BCXP	-	4	-
No Fingerprint, no Smartcard reader	346-BHQQ	-	4	-
No Anti-Virus Software	650-AAAM	-	4	-
OS-Windows Media Not Included	620-AALW	-	4	-
E4 Power Cord 1M for US	537-BBBL	-	4	-
Setup and Features Guide	340-CXCE	-	4	-
No Carrying Case	460-BBEX	-	4	-
Dummy Airbay Cover	325-BEIV	-	4	-
No Resource USB Media	430-XXYG	-	4	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	4	-
ENERGY STAR Qualified	387-BBPC	-	4	-
Custom Configuration	817-BBBB	-	4	-
Dell Applications for Windows 11	658-BFIP	-	4	-

Shuttle Ship, Notebook, 5430 Rugged	340-CXHM	-	4	-
Intel(R) Core(TM) i7 non-vPro Processor Label	389-DXDV	-	4	-
BTO Standard Shipment (VS)	800-BBQK	-	4	-
No UPC Label	389-BCGW	-	4	-
Microphone + RGB HD camera; Non-touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHS	-	4	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	4	-
No Option Included	340-ACQQ	-	4	-
No AutoPilot	340-CKSZ	-	4	-
Additional USB-A rear port	590-TFHR	-	4	-
Additional TBT/Type-C port	325-BEJZ	-	4	-
Rigid handle	750-ADPK	-	4	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	4	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	4	-
ProSupport Plus: Accidental Damage Service, 3 Years	808-6817	-	4	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	808-6818	-	4	-
ProSupport Plus: 7X24 Technical Support, 3 Years	808-6847	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	4	-

---

<b>Subtotal:</b>	<b>\$9,475.80</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$592.25</b>
<hr/>	
<b>Total:</b>	<b>\$10,068.05</b>

## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



## VILLAGE OF MAYWOOD INTERDEPARTMENTAL MEMORANDUM

To: Chasity Wells-Armstrong, Village Manager  
From: John West, Director of Public Works   
RE: Christmas Decoration Purchase  
Date: March 28, 2022

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The village of Maywood is transitioning from rented Christmas decorations to owning permanent items. Attached are two quotes from vendors to build one hundred and fifteen holiday decorations of village chosen displays. The companies did not have the exact same displays, so the closest models were priced. Temple display quoted \$677.25 per fixture for a Star Spray display, and \$973.35 per fixture for a Snowflake Cascade. Winter land Inc., the company the village previously rented decorations from, quoted \$286.88 per decoration for a Snowflake Cluster, and \$258.72 for a Flashing Star Cluster. All decorations will be built out as 240v displays to match the existing power supplied by village poles.

It is my recommendation that the Winter land Inc., quote be accepted. The total cost would be \$31,780.32 for all one hundred and fifteen decorations. Seventy-two Snowflake clusters, and forty-three Flashing Star Clusters. This item will be expensed out of the upcoming fiscal 2023 budget. Please place this item on the April 5, 2022, Committee of the Whole Agenda for discussion.

Cc; file





Company Address PO Box 4365  
Bethlehem, Pennsylvania 18018  
United States

Created Date 2/8/2022  
Expiration Date 2/28/2022  
Quote Number 00006231

Prepared By Robb Tweedy  
Email rtweedy@holidayoutdoordecor.com

Contact Name John West  
Email jwest@maywood-il.org

Bill To Name Maywood, Village of  
Bill To 40 E Madison St  
Maywood, IL 60153-2323

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

HTH Referral

Ship To Phone 7084506300

Product Code	Product	Line Item Description	Sales Price	Quantity	Total Price
PWW-44LED	Snowflake Cascade 4 1/2' x 8' 32 lbs. ----LED	Converted to 240V C-7 LED lamps - Customer to provide plugs - Price before 33% discount = \$1384.00	\$927.00	1.00	\$927.00
Surcharge	5% surcharge due to increased costs of raw materials and labor		\$46.35	1.00	\$46.35

- Applicable Sales Tax will be added to Final Invoice
- All shipping is estimated at time of order. Actual shipping costs may vary.

Subtotal \$973.35  
Total Price \$973.35  
Grand Total \$973.35

Account Terms DUE UPON RECEIPT

- 20% Restocking fee on all returns
- No returns without proper authorization
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

QUOTE ACCEPTANCE INFORMATION

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
127  
Title: \_\_\_\_\_



Company Address PO Box 4365  
Bethlehem, Pennsylvania 18018  
United States

Created Date 2/8/2022  
Expiration Date 2/28/2022  
Quote Number 00006230

Prepared By Robb Tweedy  
Email rtweedy@holidayoutdoordecor.com

Contact Name John West  
Email jwest@maywood-il.org

Bill To Name Maywood, Village of  
Bill To 40 E Madison St  
Maywood, IL 60153-2323

Ship To Name Maywood, Village of  
Ship To 40 E. Madison Street  
Maywood, IL 60153-2323

HTH Referral

Ship To Phone 7084918842

Product Code	Product	Line Item Description	Sales Price	Quantity	Total Price
P-709LED	Star Spray 4 1/2' x 7 1/2' 27 lbs. ---LED	Converted to 240V C-7 LED lamps - Customer to provide plugs - Price before 33% discount = \$962.00	\$645.00	1.00	\$645.00
Surcharge	5% surcharge due to increased costs of raw materials and labor		\$32.25	1.00	\$32.25

- \* Applicable Sales Tax will be added to Final Invoice
- \* All shipping is estimated at time of order. Actual shipping costs may vary.

Subtotal \$677.25  
Total Price \$677.25  
Grand Total \$677.25

Account Terms DUE UPON RECEIPT

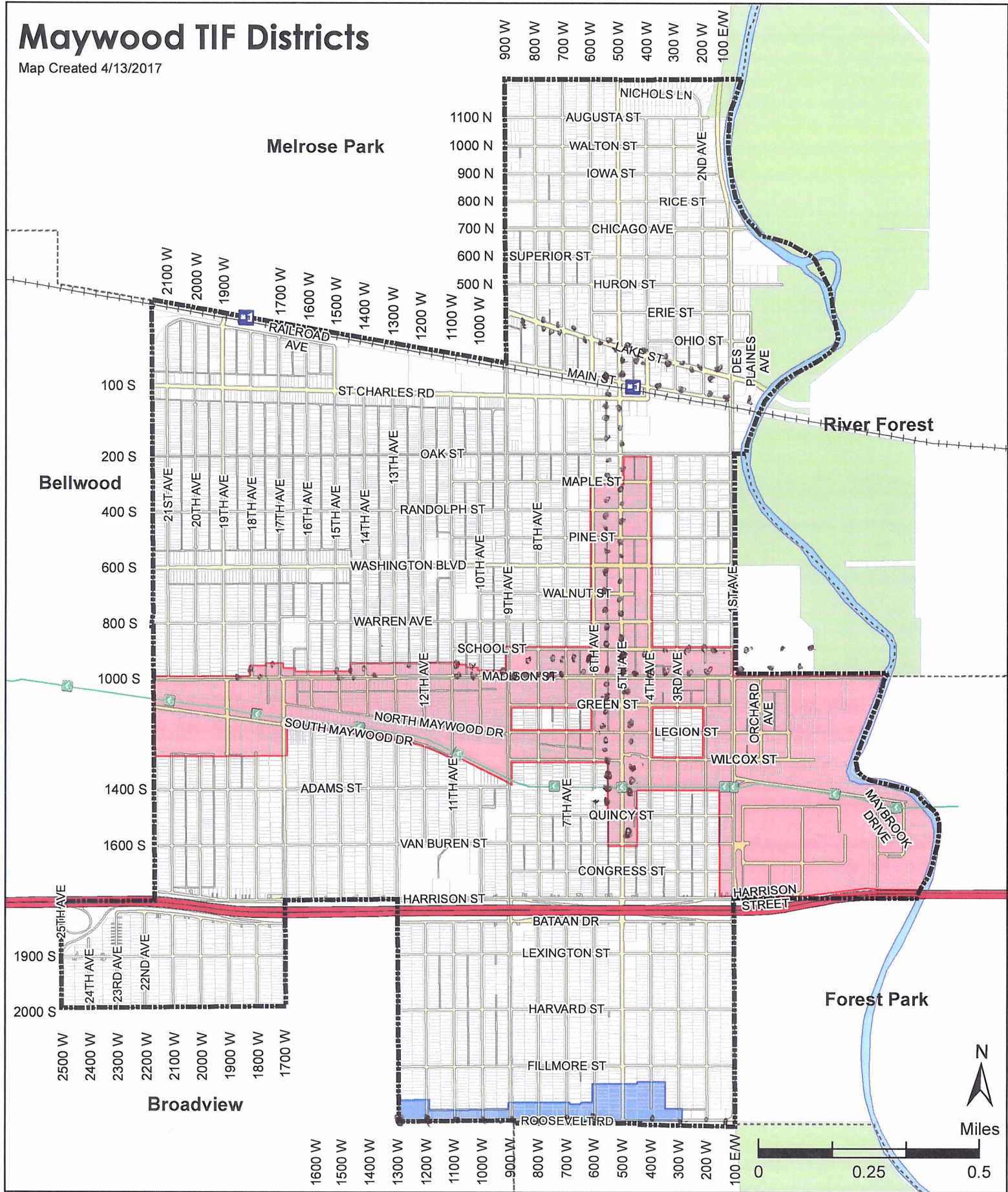
- 20% Restocking fee on all returns
- No returns without proper authorization
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

QUOTE ACCEPTANCE INFORMATION

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
128  
Title: \_\_\_\_\_

# Maywood TIF Districts

Map Created 4/13/2017

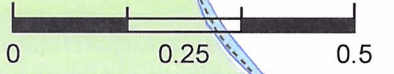


Village of Maywood  
Community Development

- Maywood Boundary
- Metra Stations
- 129 Madison St/Fifth Ave TIF
- Roosevelt Road TIF
- Metra Union Pacific West
- Illinois Prairie Path
- I-290 Eisenhower Expressway



Miles





*Village of*

# MAYWOOD

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

TO: Mayor Nathaniel George Booker & Board of Trustees

CC: Felicia Frazier, Village Attorney

FROM: Chasity Wells-Armstrong, Village Manager

DATE: Friday, April 1, 2022

RE: General Operation Updates \_ April 5, 2022 COW Meeting

Per the request of Mayor Booker, I am providing a memo to be able to discuss with the full board during the meeting the following items:

Please be mindful that I am still working with staff on various issues and will have updated information to provide to the full board and community during the meeting.

1. Location and status of the office space for the Mayor and Board of Trustees
2. Website
3. IML Update
4. Teambuilding Session
5. Maywood Park District request – support for parks
6. Other?

**E-Z Tree Recycling**

7050 S. Dorchester  
Chicago, IL 60637  
(773) 493-8600

Website: [E-ZTreeRecycling.com](http://E-ZTreeRecycling.com)

*“A Tree is a Terrible Thing to Waste!”*

Attn: Lynette Hall

Maywood Park District

708-344-4740 ext 1

**Invoice:**

3/22/2022

Per PO: Lynette Hall

300 Cubic yards of Playground Woodchips @ \$20.00/yd	\$ 6000.00
Dump Delivery (10 trips) @\$150 each	\$1500.00
	<hr/>
<b>Grand Total:</b>	<b>\$7,500.00</b>

Delivery to various parks, as needed

Tax Exempt Price Please furnish a copy of your Illinois sales tax letter.

Please make check payable to:

**E-Z Tree Recycling**  
7050 S. Dorchester Ave.  
Chicago, IL 60637

If you liked our products, prices & service, and would like to spread the word... a review on Google, Yelp, or Angie’s list would be greatly appreciated.

If you have access to a website, like a garden blog, community bulletin board or similar site and feel it would be appropriate to link to our website, please do!

[e-zTreeRecycling.com](http://e-zTreeRecycling.com)

**ORDINANCE NO. CO-2022-**

**AN ORDINANCE REPEALING ORDINANCE NO. CO-2021-30 AUTHORIZING AND APPROVING  
A CERTAIN POLICY REGARDING MANDATORY VACCINATIONS,  
FOR THE VILLAGE OF MAYWOOD EMPLOYEES**

**WHEREAS**, the Village President and the Board of Trustees of the Village of Maywood (the “Village” or the “Village Board”) are committed to ensuring the effective administration of government and the protection of Village residents, Village employees and the public; and

**WHEREAS**, Ordinance No. 2021-30 was passed on October 19, 2021, for the purpose of addressing the threat to public health as a result of the Coronavirus Disease 2019 (“COVID-19”); and

**WHEREAS**, the increase in vaccinations and boosters caused positive COVID-19 cases to decrease significantly; and

**WHEREAS**, federal and local governments have lifted mask and vaccination mandates; and

**WHEREAS**, the President and Board of Trustees have determined that the continuation of this policy is no longer necessary or appropriate.

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

**SECTION 1: Repeal.** Ordinance No. CO-2021-30 is hereby repealed.

**SECTION 2: Effective Date.** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

**ADOPTED** this 19<sup>th</sup> day of April 2022 pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me as Village President, and attested by the Village Clerk, on the 19<sup>th</sup> day of April 2022.

---

Nathaniel George Booker, Village President

**ATTEST:**

---

Gwaine Dianne Williams, Village Clerk

This Ordinance was published by me in pamphlet form on the 19<sup>th</sup> day of April 2022.

---

Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK       )

**CLERK'S CERTIFICATE**

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

**ORDINANCE NO. CO-**

**AN ORDINANCE REPEALING ORDINANCE NO. CO-2021-30 AUTHORIZING AND APPROVING  
A CERTAIN POLICY REGARDING MANDATORY VACCINATIONS,  
FOR THE VILLAGE OF MAYWOOD EMPLOYEES**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Village Board Meeting on the 19<sup>th</sup> day of April 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 19<sup>th</sup> 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 19<sup>h</sup> day of April 2022.

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

[SEAL]

# Memorandum

**To: Mayor Nathaniel George Booker, Board of Trustees, Village Manager, and Village Clerk**

**From: Community Safety and Police Accountability Committee**

**Trustee Aaron Peppers, Chair, Trustee Melvin Lightford**

**Date: March 30, 2022**

**Reference: Recommendations**

**Re: Request of Furniture Purchase Proposal # 17 MPD**

**Request of 4 Items MFD**

## **Recommendations:**

It is this committee's recommendation that the board considers approving the request of Chief Elijah Willis of The Maywood Police Department in the purchase of the office furniture. The requested items are essential for our police department to maintain professional look in our police department as well as providing quality office furniture. Attached is the explanation of Proposal 17.

## **Recommendations:**

It is this committee's recommendation that the board of trustee's considers approving the request of Chief Bronaugh of The Maywood Fire Department in the following: (1) Patient assist charges of \$100 per visit. (2) Ambulance transport fees, in the amount of \$1800. (3) Emergency Generator at Fire Station # 2, in the amount of \$11665.70 (Capital line Item). (4) ESO Emergency Service Solutions Software Over hall, in the amount of \$8875.00 (Capital line Item). Attached is the explanation of each request.



# Village of MAYWOOD



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

March 21, 2022

To: Mrs. Chasity Wells-Armstrong  
Village Manager

From: Elijah Willis   
Chief of Police

Subject: **MPD Proposal # 017**

**The attached proposal is forwarded to your attention for consideration and for submission to the Regular Village Board Meeting when you feel it's applicable.**

Over the years, the Maywood Police Department has had a significant flooding issue. Therefore, upon the departure of former Chief Talley, I made a thorough assessment of the office space of the Chief of Police, as well as the furnishings within it, and discovered that the furnishings were severely damaged by mold and mildew. Since then, the office has been thoroughly cleaned and all contaminated furnishings have been disposed of in the proper manner. Currently, the office space stands empty.

Attached, are Proposal 29228, in the amount of **\$7,287.74** and Proposal 29230, in the amount of **\$10,012.98**, by Arthur P. O'Hara Inc. After much thought, I have selected Proposal 29230 (Diagram B) to serve as replacement furnishings for the office. The option selected will best create a multifunctional workspace that will be utilized to suit the needs of the Chief of Police and the command staff.

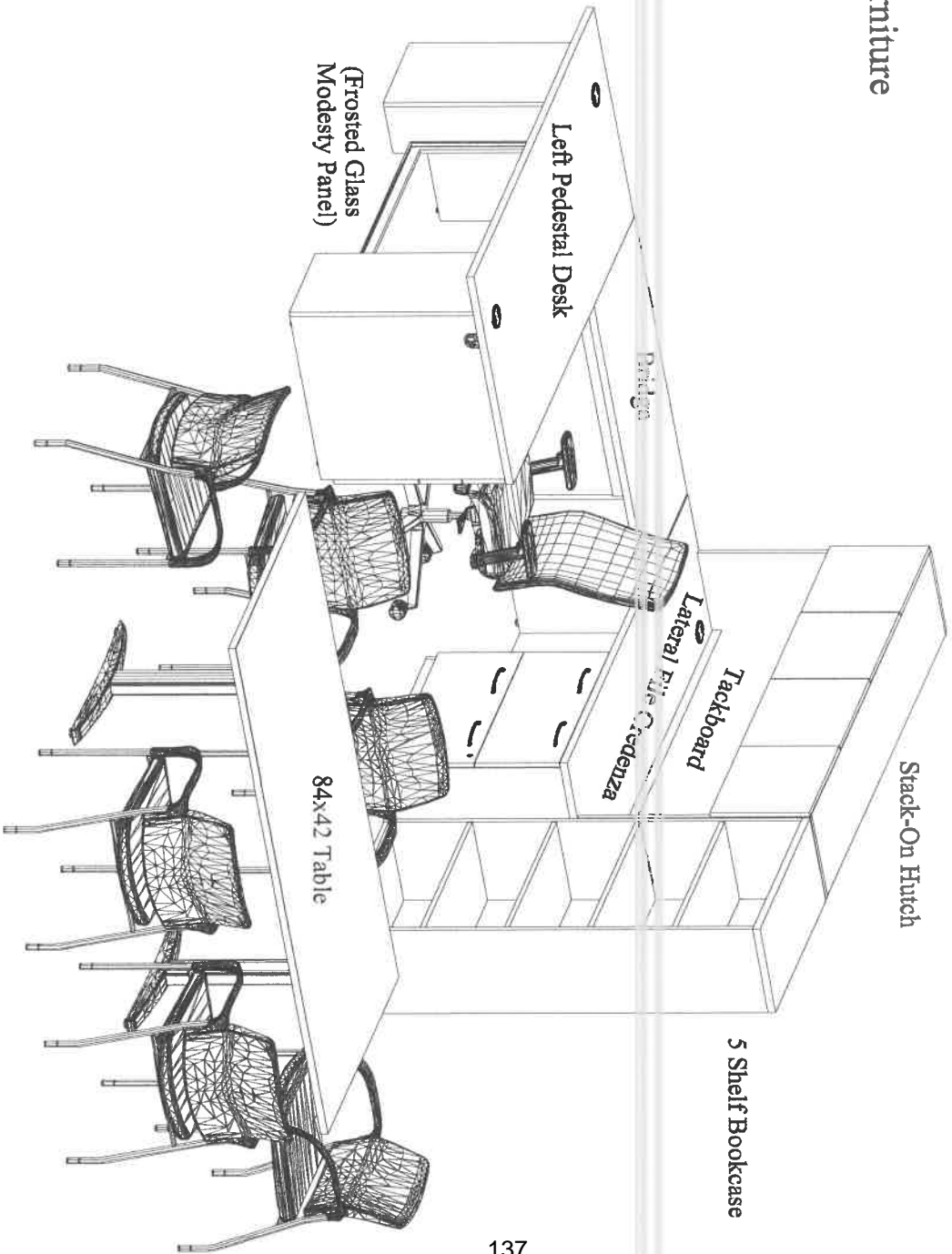
At this time, I feel that it is not necessary to solicit further bids or vendors for this project as the vendor providing the quotes has been vetted and utilized by the village in the past. Therefore, I would like to ask for approval to move forward with the purchase of the items listed within Proposal 29230 ("Diagram B), to fulfill the project of furnishing the Chief of Police office space. The one-time purchase will complete the necessary reconfiguration project for the space and should last upwards of 10-15 years, without a need for replacement. Funding for the project will be charged to line item, Maintenance Building: 01-40-51100.

Please, take time to review both proposals, and let me know your thoughts on the matter. I appreciate your continued support to move this project forward to completion.

Attachments:

- Furniture Quote

Maywood Police Dept.  
Chief Willis's Office  
Hon "Concinnity" Series Furniture  
Diagram A





# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515  
 Phone: (630) 786-5454 Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29228</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.  125 S 5TH AVE MAYWOOD IL 60153	Maywood Police Dept. Lynda Solivan/Chief Willis  125 S 5TH AVE MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b> (708) 450-4461	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b> Lynda Solivan
---	---------------------	--------------------------------------

<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b> 6868	<b>PAYMENT TERMS</b> Net 10 Days	<b>SALESPERSON</b> Maureen McKinney
----------------------	-----------------------------	-------------------------------------	--

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	1	HNL3672LPRB F .G ~ .C .T1 \$(L1STD) ~ \$(L1STD) ~ \$(L1STD) ~	Chief Willis's Office-Diagram A Home "Concinnity" Series Furniture  72Wx36D Left Full Pedestal Desk, with Frosted Modesty Panel Smooth, Flat Undecided EDGE Option Satin Canopy Drawer Pulls? Platinum Grommets? Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided LAMINATE2 Option Grd L1 Standard Laminates Undecided COLOR Option	1,333.75	1,333.75
2	1	HNLRC2448V .G ~ .T1 \$(L1STD) ~	48Wx24D Rectangle Worksurface, W/Vertical Grain ("Bridge") Smooth, Flat Undecided EDGE Option Platinum Grommet? Grd L1 Standard Laminates Undecided LAMINATE Option	154.58	154.58
3	1	HNLMP4810 \$(L1STD) ~	48Wx10H Modesty/Back Panel, for Above Worksurface Grd L1 Standard Laminates Undecided LAMINATE Option	125.16	125.16

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.

--



# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29228</b>
PROJECT#:	2-1414
DATE:	03/08/22
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<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.	Maywood Police Dept. Lynda Solivan/Chief Willis
125 S 5TH AVE MAYWOOD IL 60153	125 S 5TH AVE MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b> (708) 450-4461	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b> Lynda Solivan
---	---------------------	--------------------------------------

<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b> 6868	<b>PAYMENT TERMS</b> Net 10 Days	<b>SALESPERSON</b> Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
4	1	HNL2472RLC .G ~ .C .T1 \$(L1STD) ~ \$(L1STD) ~ \$(L1STD) ~	72Wx24D Right Lateral File Credenza Smooth, Flat Undecided EDGE Option Satin Canopy Drawer Pulls? Platinum Grommets? Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided LAMINATE2 Option Grd L1 Standard Laminates Undecided COLOR Option	886.37	886.37
5	1	HNL3672LD \$(L1STD) ~ \$(L1STD) ~	72W Stack-On Hutch, W/Hinged Laminate Doors Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided COLOR Option	709.37	709.37
6	1	H90056 \$(A) ~	(Optional) Tackboard, for Hutch Gr A Fab Undecided FABRIC Option	172.79	172.79
7	2	HLVPM1	(Optional) Vertical Paper Manager	188.79	377.58
8	2	HF23S .X110E	Lock Core Kit, for Desk & Credenza Drawers Keyed #110E	25.57	51.14

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.

--	--



# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29228</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.  125 S 5TH AVE MAYWOOD IL 60153	Maywood Police Dept. Lynda Solivan/Chief Willis  125 S 5TH AVE MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b> (708) 450-4461	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b> Lynda Solivan
---	---------------------	--------------------------------------

<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b> 6868	<b>PAYMENT TERMS</b> Net 10 Days	<b>SALESPERSON</b> Maureen McKinney
----------------------	-----------------------------	-------------------------------------	--

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
9	1	HNL1530BK5 .G ~ \$(L1STD) ~ \$(L1STD) ~	30Wx14-1/4Dx65H 5 Shelf Bookcase Smooth, Flat Undecided EDGE Option Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided LAMINATE2 Option  Hon "Preside" Series Conference Table	470.74	470.74
10	1	HTLC4284 .G ~ .N \$(L1STD) ~	84Wx42D Rectangular Table Top 2MM/Flat Undecided EDGE Option No Grommet Grd L1 Standard Laminates Undecided LAMINATE Option	469.33	469.33
11	1	HTTLEG84 \$(P1) ~	Pr. Aluminum "T" Legs, for Above Table Top P1 Paint Opts Undecided PAINT Option  Hon "Ignition" Series Seating	437.58	437.58
12	1	HIWMM .Y2 .A .S .IM \$(1)	Mid Back Work Chair Advanced Synchro-Tilt Control Height & Width Adjustable Arms Black All Surface Casters Black Mesh Back Gr 1 UPH CONTINUED...	392.75	392.75

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.

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# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515  
 Phone: (630) 786-5454 Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29228</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.	Maywood Police Dept.
	Lynda Solivan/Chief Willis
125 S 5TH AVE	125 S 5TH AVE
MAYWOOD IL 60153	MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b>	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b>
(708) 450-4461		Lynda Solivan

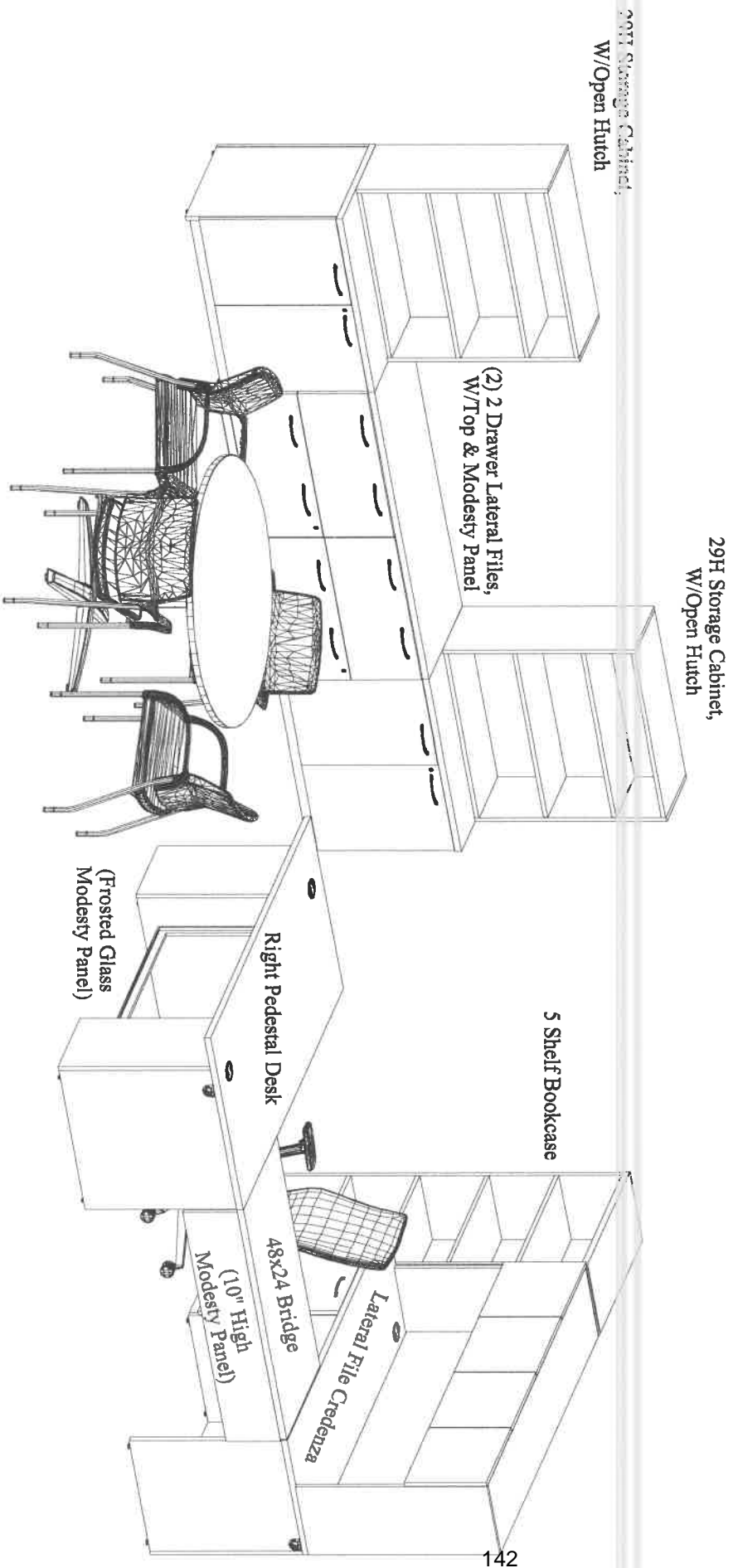
<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b>	<b>PAYMENT TERMS</b>	<b>SALESPERSON</b>
	6868	Net 10 Days	Maureen McKinney

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED	
13	6	HIGS6 ~ .BL .SB .T	Undecided FABRIC Option Black Adjustable Lumbar Standard Base Black Frame Side Chair	231.10	1,386.60	
14	1	DELIVERY NOR NU	Armless Soft Casters, for Hard Floor Back: Upholstered Gr 1 UPH Undecided FABRIC Option Black Frame Delivery & Installation Normal business hours (9 AM-5PM, MON-FRI) Non-Union	320.00	320.00	
PLEASE REVIEW PROPOSAL CAREFULLY Please contact us with any questions or changes						
DEPOSIT REQUIRED: 3,644.00				PRODUCT TOTAL:	6,967.74	
				D&I TOTAL.....:	320.00	
Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.					<b>TOTAL</b>	<b>7,287.74</b>

AUTHORIZED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Maywood Police Dept.  
 Chief Willis's Office  
 Hon "Concinnity" Series Furniture  
 Diagram B





# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515  
 Phone: (630) 786-5454 Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29230</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.  125 S 5TH AVE MAYWOOD IL 60153	Maywood Police Dept. Lynda Solivan/Chief Willis  125 S 5TH AVE MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b> (708) 450-4461	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b> Lynda Solivan
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<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b> 6868	<b>PAYMENT TERMS</b> Net 10 Days	<b>SALESPERSON</b> Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	1	HNL3672RPRB F ~ .C .T1 \$(L1STD) ~ \$(L1STD) ~ \$(L1STD) ~	Chief Willis's Office-Diagram B Home "Concinnity" Series Furniture  72Wx36D Right Full Pedestal Desk, W/Frosted Modesty Panel Undecided EDGE Option Satin Canopy Style Drawer Pulls? Platinum Grommets? Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided LAMINATE2 Option Grd L1 Standard Laminates Undecided COLOR Option	1,333.75	1,333.75
2	1	HNLRC2448V ~ .T1 \$(L1STD) ~	48Wx24D Rectangle Worksurface, W/Vertical Grain Undecided EDGE Option Platinum Grommet? Grd L1 Standard Laminates Undecided LAMINATE Option	154.58	154.58
3	1	HNLMP4810 ~ \$(L1STD) ~	48Wx10H Modesty/Back Panel, for Above Worksurface Grd L1 Standard Laminates Undecided LAMINATE Option	125.16	125.16

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.

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# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29230</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.	Maywood Police Dept.
	Lynda Solivan/Chief Willis
125 S 5TH AVE	125 S 5TH AVE
MAYWOOD IL 60153	MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b>	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b>
(708) 450-4461		Lynda Solivan

<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b>	<b>PAYMENT TERMS</b>	<b>SALESPERSON</b>
	6868	Net 10 Days	Maureen McKinney

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
4	1	HNL2472LLC ~ .C .T1 \$(L1STD) ~ \$(L1STD) ~ \$(L1STD) ~ ~	72Wx24D Left Lateral File Credenza Undecided EDGE Option Satin Canopy Drawer Pulls? Platinum Grommets? Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided LAMINATE2 Option Grd L1 Standard Laminates Undecided COLOR Option	886.37	886.37
5	1	HNL3672LD ~ \$(L1STD) ~ \$(L1STD) ~ ~	72W Stack-On Hutch, with Hinged Laminate Doors Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided COLOR Option	709.37	709.37
6	1	H90056 ~ \$(A) ~ ~	(Optional) Tackboard, for Hutch Gr A Fab Undecided FABRIC Option	172.79	172.79
7	2	HLVPM1	(Optional) Vertical Paper Manager	188.79	377.58
8	1	HNL1530BK5 ~ \$(L1STD) ~ ~	30Wx14-1/4Dx65H 5 Shelf Bookcase Undecided EDGE Option Grd L1 Standard Laminates Undecided LAMINATE Option CONTINUED...	470.74	470.74

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.

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# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29230</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.  125 S 5TH AVE MAYWOOD IL 60153	Maywood Police Dept. Lynda Solivan/Chief Willis  125 S 5TH AVE MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b> (708) 450-4461	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b> Lynda Solivan
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<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b> 6868	<b>PAYMENT TERMS</b> Net 10 Days	<b>SALESPERSON</b> Maureen McKinney
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
9	2	\$(L1STD) ~ HNL243629SC ~ .C \$(L1STD) ~ \$(L1STD) ~ \$(L1STD) ~ \$(L1STD) ~	Grd L1 Standard Laminates Undecided LAMINATE2 Option 36Wx24Dx29-1/2H Storage Cabinet, W/Doors Undecided EDGE Option Satin Canopy Style Door Pulls? Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided LAMINATE2 Option Grd L1 Standard Laminates Undecided COLOR Option	582.35	1,164.70
10	2	HNL3636BHXD \$(L1STD) ~	36Wx14-1/4Dx35-1/4H Bookcase Hutch, for Above Grd L1 Standard Laminates Undecided LAMINATE Option	327.37	654.74
11	2	HNL233028PL F .C .T1 \$(L1STD) ~ \$(L1STD) ~	30Wx23-1/8Dx28-1/2H Lateral File Pedestal Satin Canopy Drawer Pulls? Platinum Grommets? Grd L1 Standard Laminates Undecided LAMINATE Option Grd L1 Standard Laminates Undecided COLOR Option	653.80	1,307.60

Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.



# Arthur P. O'Hara Inc.

## OFFICE FURNITURE SALES AND RENTALS

2801 Centre Circle Dr. Downers Grove, IL 60515

Phone: (630) 786-5454

Fax: (630) 786-4729

<b>PROPOSAL</b>	<b>29230</b>
PROJECT#:	2-1414
DATE:	03/08/22
VALID THRU:	05/31/22

<b>PROPOSAL FOR:</b>	<b>DELIVER/INSTALL AT:</b>
Maywood Police Dept.	Maywood Police Dept.
	Lynna Solivan/Chief Willis
125 S 5TH AVE	125 S 5TH AVE
MAYWOOD IL 60153	MAYWOOD ILLINOIS 60153

<b>CUSTOMER PHONE</b>	<b>CUSTOMER FAX</b>	<b>CONTACT NAME</b>
(708) 450-4461		Lynda Solivan

<b>CUSTOMER P.O.</b>	<b>CUSTOMER NO.</b>	<b>PAYMENT TERMS</b>	<b>SALESPERSON</b>
	6868	Net 10 Days	Maureen McKinney

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED	
17	1	HIWMM	Hon "Ignition" Series Seating Mid Back Work Chair Advanced Synchro-Tilt Control Height & Width Adjustable Arms Black All Surface Casters Black Mesh Back Gr 1 UPH Undecided FABRIC Option Black Adjustable Lumbar Standard Base Black Frame	392.75	392.75	
		.Y2				
		.A				
		.S				
		.IM				
		\$(1)				
		~				
		.BL				
		.SB				
		.T				
18	4	HIGS6	Side Chair Armless Soft Casters, for Hard Floor Back: Upholstered Gr 1 UPH Undecided FABRIC Option Black Frame	231.10	924.40	
		.N				
		.S				
		.U				
		\$(1)				
		~				
		.T				
20	1	DELIVERY NOR NU	Delivery & Installation Normal business hours (9 AM-5PM, MON-FRI) Non-Union	320.00	320.00	
PLEASE REVIEW PROPOSAL CAREFULLY Please contact us with any questions or changes						
<b>DEPOSIT REQUIRED: 5,006.00</b>				PRODUCT TOTAL:	9,692.98	
				D&I TOTAL.....:	320.00	
Special order items may not be changed or cancelled once entered into production. I have reviewed and approve this proposal, and I agree to Arthur P. O'Hara's terms and conditions.					<b>TOTAL</b>	<b>10,012.98</b>

AUTHORIZED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

# Memorandum

**To: Mayor Nathaniel George Booker, Board of Trustees, Village Manager, and Village Clerk**

**From: Infrastructure and Sustainability Trustee Melvin Lightford, Chair Community Trustee Aaron Peppers, Chair**

**Date: March 30, 2022**

**Reference: Recommendation for Restore Construction, inc.**

**Recommendation:** It is this committee's recommendation that the board of trustee's considers approving the request to allow Restore Construction, inc. to represent the Village of Maywood with their restoration services. Restore Construction is a full-service company that provides emergency property services in complete restoration services. They work as a liaison for the property owners to secure the property owners with the proper steps to their insurance policy guidelines. The services that they provide are the following: emergency board ups for homeowners, business owners and they works as advocate for property owners. Attached is a brief bio of restore construction, inc biography

Restore Construction and Restoration is a family owned and operated restoration company that has served Chicago and the surrounding suburbs for over 35 years. We are a full service company that will do everything from the emergency board-up to the complete restoration of the property for the home or business owner. Our job is to work as an advocate for the property owner so they can back into their home and/or business as soon as possible with the complete confidence that the job was done right. Our staff are continually training on the latest insurance and construction trends and will go above and beyond to see that our clients are made completely whole when the job is complete. We will work with the insurance companies to make sure our clients get everything their policy offers. Please feel free to reach out to us if you have any questions and would like to see a list of references. Thank you and we look forward to working with you.

# MEMORANDUM

Date: March 16, 2022  
To: Office of the Village Manager  
From: Office of the Fire Chief *CAV*  
Re: **Quote for Emergency Generator Installation**

Maywood Fire Station No. 2 has been in operation since approximately the late 1950's. This Station, an icon that has provided valuable service to the community over the years, is in need of an emergency generator (for the building). Having this generator in service at Fire Station No. 2 will ensure that On-Duty Fire Personnel will be able to continue to effectively and timely respond to emergencies regardless of whether there is some sort of storm or any otherwise natural emergency that will effect whether the building has power. Attached are two quotes. I am recommending that the quote attached from Penco Electric Generators located in Niles, Illinois be approved for the installation of this emergency generator (for the building). The funding to be used for this project is to come from the Building Maintenance Line Item (01-41-511000). Can this item please be added to the next Board of Trustees Meeting Agenda?

Thanks for consideration.

CC: File

Penco Electric, Inc.  
 7171 North Austin Avenue  
 Niles, Illinois 60714  
 United States  
 1.847.475.1231



Chief Bronaugh  
 Captain Wade  
 1220 S 17th Ave  
 Maywood, Illinois 60153 US

Estimate Number 9676  
 Estimate Date 02/22/2022

Description	Rate	Qty	Line Total
<b>Generac 24kW Model 7210</b> Generac Guardian Series 24kW - Model 7210 Automatic Standby Generator - Aluminum NEMA3 Enclosure  - 200 Amp Automatic Transfer Switch - Service Rated Disconnect Switch - Model RXSW200A3  - Group 26R Battery  - Concrete Mounting Pad	\$5,301.36	1	\$5,301.36
<b>Use Tax</b> Reimbursement of Use Tax per State of Illinois (6.25% on Equipment) **Please provide tax exemption certificate if applicable	\$331.34	1	\$331.34
<b>Generator Install - Whole Service back up</b> Furnish and install the following labor and material to provide full back up to firehouse of electric service:  - Wiring of automatic transfer switch to main electrical panel for managed whole service overage - Generator wiring to automatic transfer switch for power supply within firehouse during a power outage - Power management of A/C condensers to load shed module for digital load management in the event of a power outage - Plumbing of natural gas fuel line to generator	\$3,975.00	1	\$3,975.00
<b>Smart Management Module - 7000</b> Generac Model: 7000	\$125.00	2	\$250.00
<b>Smart Management Module (SMM) - Load Management for AC Condensers</b>			
<b>Meter Fitting Replacement</b> Replacement of existing outdated/deteriorated meter fitting with new 200 amp overhead meter fitting and wire within existing riser.	\$600.00	1	\$600.00

\*\*\*Price does not include new electrical riser conduit 150

**Cold Water Ground** \$350.00 1 \$350.00  
 Run cold water ground from panel to cold water meter. (\$300.00)  
 - install conduit  
 - run ground wire  
 - terminate wire and jumper at water meter  
 Install two ground rods (\$50.00)

May be required to meet current NEC code  
 (pricing is for 50' or less of material)

**Cold Weather Kit 7102 - Air Cooled HSB** \$329.00 1 \$329.00  
 Generac Cold Weather Kit for air cooled generators to aid in cold weather starting

**Mobile Link Cellular** \$529.00 1 \$529.00  
 \*\*\*\*\*OPTIONAL\*\*\*\*\*  
 NOT INCLUDED IN TOTAL

**Mobile Link Remote Monitoring System**  
 -view generator status  
 -notification of status changes  
 -access from smartphone, computer, or tablet  
 -monitored by your dealer

Annual service fee for monitoring \$129 (First year included)

**7 Year Extended Warranty** \$0.00 1 \$0.00  
 \*\*Generac Promotion - NO CHARGE  
 \$695 Value  
 7 year extended warranty for air cooled generator

\*\*must be qualified through Generac - talk to your salesperson!

Subtotal	11,665.70
Tax	0.00
<b>Estimate Total (USD)</b>	<b>\$11,665.70</b>

**Notes**

Lead times are extended - current lead time is 12 weeks

**Terms**

1. Price confirmed with a site visit by Penco Electric & Generators.
2. Down-payment for the cost of the equipment (generator, transfer switch, accessories) and sales tax is due prior to scheduling installation of standby generator.

Upon "Substantial Completion", ("Substantial Completion" is the date when the project is sufficiently completed so that the generator can be utilized for its intended use) remaining balance on the contract is due & owing.

3. 2% Discount; BOTH Down Payment & Final Payment Check/Cash Remittance (not applicable towards tax

& permit fees).

4. Penco Electric & Generators reserves the right to postpone/reschedule generator installation due to inclement weather.

5. If applicable, only one promotional offer may be used toward the generator installation project. Penco Electric & Generators reserve the right to discontinue special offers at any time.

6. Pricing valid for 90 days from date of original estimate.

7. If applicable, Penco Electric Inc. is responsible for completion of back fill of trench. Sod removed during trenching will be replanted after back fill is complete. Penco Electric Inc. does not guarantee regrowth of replanted sod. If trench location is within existing landscape beds, it is homeowners responsibility to remove or relocate any plants prior to trenching.

8. Generac Promotional Rules:

- It is the generator owner's responsibility to claim the Generac supplied promotional warranty within 60 days of generator installation/activation date. (Generac to provide generator owner a unique promotional code once generator activated. Generac to share link to Generac promotion redemption webpage [www.generac.com/specialoffer](http://www.generac.com/specialoffer)).

Penco Electric & Generators is NOT responsible for extended warranty application. It is the sole responsibility of the generator owner.

# ADRIAN ELECTRIC INC.

Licensed.Bonded.Workmans Comp & Liability Ins.  
Since 1989

**630.668.7400**

329 W. Franklin St. Wheaton ,IL 60187

email..adrianelectric@me.com

Proposal: Maywood Fire Station  
1220 S.17th St.  
Maywood , IL 60153

Attn: Chief Bronaugh  
Captain Wade

Per request the following emergency power back up system is proposed.  
All work will be completed in accordance with Chicago and NEC electrical codes.

Installation of the following:  
Generac 24kw natural gas automatic generator with a 200amp rated Automatic Transfer Switch.

Two SSM load shed modules.  
Generac cold weather start heater kit.  
Generac mobile link cellular generator monitoring.

Replacement of the existing meter fitting.  
Installation of a new service panel cold water ground system

All labor and materials to complete the above will be supplied and paid for Thru Adrian Electric Inc.  
All debris will be swept up and removed from the work site.

**TOTAL..\$13,200.00 (thirteen thousand two hundred.00)**

Payment arrangements to be discussed.

Thank you,  
Frank Adrian

Adrian Electric Inc.  
Since 1989  
[Www.adrianelectricinc.com](http://www.adrianelectricinc.com)

Village of Maywood  
**Engagement and Communications Committee**

Date: March 31, 2022

To: Village Manager Chasity Wells-Armstrong

From: Trustee Isiah Brandon and Trustee Miguel Jones  
Chair and Co-Chair, Engagement and Communications Committee

Subj: April Committee of the Whole Agenda Items

---

The Engagement and Communications Committee has one agenda item to be placed under the Trustee Committee Reports for the upcoming April Committee of the Whole meeting for consideration by the Board of Trustees.

**Committee Recommendation:**

- Discussion and consideration to move forward with the proposal submitted by Muniweb to complete the redesign of the Village website.



# VILLAGE OF MAYWOOD

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

March 28, 2022

## Recommendation that Overnight Parking questions be placed on upcoming June 28, 2022 Election Ballot

Mayor Booker and Board of Trustees,

The Village of Maywood currently has a no overnight parking policy. In reviewing policies in the surrounding communities such as Broadview, Melrose Park, Forest Park, River Forest, Westchester among others the village current aligns with their similar polices. When looking at the community of the Village of Bellwood, they allow for overnight parking, but many of their residential streets are one-way streets. Some residents have asked that this policy be changed, some have asked that it be more strictly enforced. Before the committee goes further into discussing enforcing no parking more strictly and/or establishing new overnight parking mapping, the Ordinance and Policy Committee recommends the following questions be placed on the June 28, 2022 ballot as a referendum for Maywood residents' response:

Question 1. The Village of Maywood currently has an ordinance of no street parking. Are you in favor of the Village allowing street parking overnight?

Question 2. If overnight street parking was allowed some residential streets that allow 2-way traffic would potentially become one way traffic. Would you be in favor of traffic flow changes to accommodate overnight street parking?

Question 3. If the Village remains a no overnight street parking community, would you be in favor of strict enforcement of no street parking?

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

156

**VILLAGE CLERK**, Gwaine Dianne Williams

**VILLAGE MANAGER**, Chasity Wells-Armstrong

September 6, 2017

The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 10th day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago

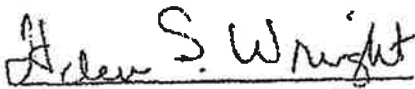


David St. Pierre  
Executive Director  
Management



Darlene A. LoCascio  
Director of Procurement and Materials

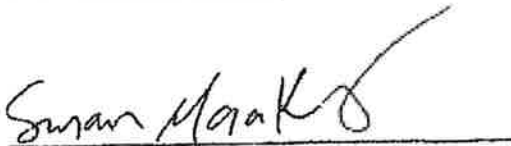
Approved as to Form and Legality



Helen Shields-Wright  
Head Assistant Attorney



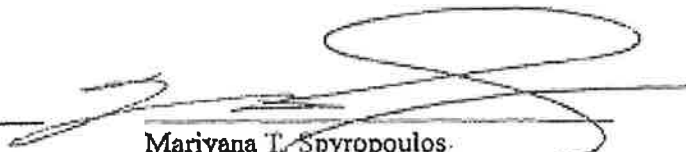
Jacqueline Torres  
Director of finance/Clerk



Susan T. Morakalis  
Acting General Counsel

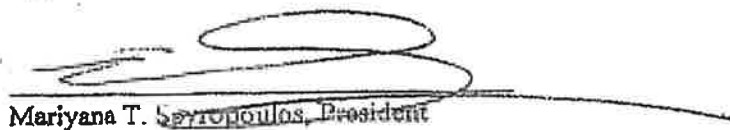


Frank Avila  
Chairman of Finance



Mariyana T. Spyropoulos  
Chairman, Committee on Labor and  
Industrial Relations

Approved



Mariyana T. Spyropoulos, President

MWRD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 15<sup>th</sup> day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Teamsters Local Union No. 731  
**Labor Organization**

APPROVED:

  
Terrence J. Hancock  
Its Duly Authorized Officer Terrence J. Hancock, President

MWRD PA


September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Sprinkler Fitters Union Local 281, U.A.  
Labor Organization

APPROVED:

  
\_\_\_\_\_  
Its Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PUA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: SMART Local # 23  
Labor Organization

APPROVED:

Ross Lewis  
Its Duly Authorized Officer

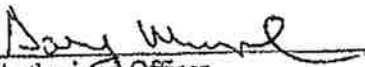
MWRD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Roofer's + Water Proofer's #11  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MWRD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: Plumbers Local 130UA  
Labor Organization

APPROVED:

James F. Coyne  
Its Duty Authorized Officer


MWRD P.A.  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12<sup>th</sup> day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: PIPEFITTERS LOCAL 597  
Labor Organization

APPROVED:

  
\_\_\_\_\_  
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Painters / Glaziers  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

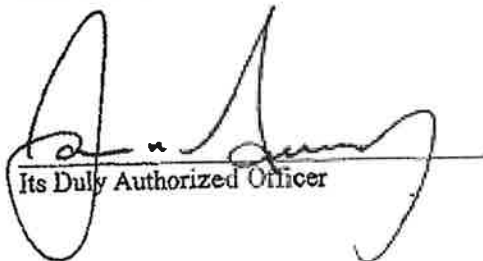
MWRD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: OPERATING ENGINEER ISO  
Labor Organization

APPROVED:



Its Duly Authorized Officer


MWRD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Mechanists Local 126  
Labor Organization

APPROVED:

  
\_\_\_\_\_  
Its Duly Authorized Officer


MWRD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: LABORERS' DISTRICT COUNCIL  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MWRB PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 20th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: RIGIER LOCAL #136  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MWRP PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT. 2017 in Chicago, Cook County, Illinois.

On behalf of: Iron Workers #12  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 25~~th~~ day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: IRON WORKERS #1  
Labor Organization

APPROVED:

Craig Schultz  
Its Duly Authorized Officer

MWARD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12<sup>th</sup> day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Heat + Frost Insulators Local #17  
Labor Organization

APPROVED:

Wm. J. Magin  
Its Duly Authorized Officer

MWRD PLA  
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: FUEL LOCAL 2  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

MWRD PLA

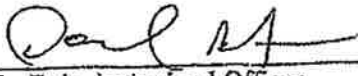
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: Local 134 IBCW  
Labor Organization

APPROVED:

  
\_\_\_\_\_  
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: CRAZY MASON & PLASTRA'S  
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: CARPENTERS  
Labor Organization

APPROVED:

Frank J. Kelly  
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: PLUMBERS AND ALLIED CRAFTS  
Labor Organization

APPROVED:

  
\_\_\_\_\_  
Its Duty Authorized Officer

*MWRD PUA*


September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: International Brotherhood of Boilermakers Local 007C  
Labor Organization

APPROVED:

  
Its Duly Authorized Officer

September 6, 2017

APPENDIX A

**For copies of Collective Bargaining Agreements, please go to the MWRD Website and click on:**

**Freedom of Information Act (FOIA)/Category of Records**

September 6, 2017

APPENDIX B

**JOINT CONFERENCE BOARD  
STANDARD AGREEMENT  
6/1/15 – 5/31/20**

**Construction Employers' Association  
And  
Chicago & Cook County Building &  
Construction Trades Council**

MPLA-CC-33

**The Standard Agreement  
between  
The Construction Employers' Association  
and  
The Chicago & Cook County  
Building & Construction Trades Council  
Establishing  
The Joint Conference Board**

### CHRONOLOGY

ADOPTED NOVEMBER 18, 1926  
AMENDED AND READOPTED JANUARY 11, 1929  
AMENDED AND READOPTED JUNE 24, 1942  
READOPTED APRIL 28, 1947  
AMENDED AND READOPTED MARCH 19, 1952  
READOPTED FEBRUARY 12, 1957  
AMENDED AND READOPTED MAY 13, 1958  
AMENDED AND READOPTED FEBRUARY 11, 1960  
AMENDED AND READOPTED MAY 21, 1963  
AMENDED NOVEMBER 16, 1965  
AMENDED MARCH 14, 1967  
AMENDED AND READOPTED MARCH 4, 1968  
AMENDED AND READOPTED NOVEMBER 11, 1971  
READOPTED NOVEMBER 20, 1973  
READOPTED DECEMBER 12, 1978  
READOPTED APRIL 12, 1983  
READOPTED MARCH 31, 1988  
AMENDED AND READOPTED APRIL 25, 1989  
REFORMATTED, AMENDED AND READOPTED JUNE 1, 1994  
AMENDED AND READOPTED JUNE 1, 1999  
AMENDED APRIL 1, 2003  
AMENDED AND READOPTED JUNE 1, 2004  
AMENDED AND READOPTED JUNE 1, 2005  
AMENDED AND READOPTED JUNE 25, 2008  
AMENDED AND READOPTED FEBRUARY 15, 2010  
AMENDED AND READOPTED MAY 28, 2015

Expiration Date: MAY 31, 2020

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## PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions and at the wages agreed upon, in the particular trade or craft, that stable conditions may prevail in the construction industry, that costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

This Standard Agreement shall be considered and shall constitute a part of all agreements between Employers and Labor Unions, members of the Construction Employers' Association, herein call the Association, and the Chicago & Cook County Building & Construction Trades Council, herein called the Council, as containing within its terms the necessary protection of and assuring undisturbed conditions in the industry. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

### DECLARATION OF PRINCIPLES

The Principles contained herein are fundamental, and no articles or section in this Agreement or in the collective bargaining agreement pertaining to a specific trade or craft shall be construed as being in conflict with these principles. In the event any conflict exists between this Agreement and any collective bargaining agreement subject to the Provisions of this Agreement and the dispute resolution provisions contained hereunder, and pertaining to a specific trade or craft concerning the resolution of jurisdictional disputes, the parties specifically agree that the terms of this Agreement are exclusive and supersede any other provisions or procedures relating to the settlement of jurisdictional disputes contained in such collective bargaining agreement.

- I. There shall be no limitation as to the amount of work a worker shall perform during the work day.
- II. There shall be no restriction on the use of machinery, tools or appliances.
- III. There shall be no restriction on the use of any raw or manufactured material, except prison made.
- IV. No person shall have the right to interfere with workers during working hours.
- V. The use of apprentices shall not be prohibited.
- VI. The foreman shall be the agent of the employer.
- VII. The worker is at liberty to work for whomever he or she sees fit but such worker shall demand and receive the wages agreed upon in the collective bargaining agreement covering the particular trade or craft under any circumstances.
- VIII. The employer is at liberty to employ and discharge for just cause whomsoever the employer sees fit.

## ARTICLES OF AGREEMENT

### ARTICLE I

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the parties hereto hereby agree that there shall be no lockout by any employer, or strikes, stoppage, or the abandonment of work either individually or collectively, by concerted or separate action by any union without arbitration of any jurisdictional dispute as hereinafter provided.

### ARTICLE II

The parties hereto hereby agree that in the manner herein set forth, they and the parties whom they represent will submit to arbitration all jurisdictional disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this Agreement, and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrator shall be final and binding on the parties hereto as provided in Article VI.

### ARTICLE III

Paragraph 1. Should a Union affiliated with the Council abandon its work without first submitting any jurisdictional dispute to arbitration as provided herein, or should any employees whom it represents individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such workers with workers who will agree to work for the employer, and the Union shall not have the right to strike, or abandon the work, because of the employment of such workers.

Paragraph 2. The Union shall have the right to take the employees whom it represents from the work for the purpose of collecting wages and fringe benefits due, but such matter shall immediately be referred to arbitration. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

Paragraph 3. The parties recognize the importance of having all work performed in a satisfactory manner by competent craftsmen. Because the unions affiliated with the Council have through apprenticeship and other training programs consistently striven to create an adequate supply of such skilled workers, and because it is desirable that the unions continue to do so, the Association, for itself and for each employer whom it represents agrees, to the extent permitted by law, that it will contract or subcontract any work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, only with or to a contractor who is a party to a collective bargaining agreement with a union affiliated with the Council and, accordingly, is bound by all the terms and provisions of this Standard Agreement.

#### ARTICLE IV

The parties recognize the importance of having available and furnishing at all times during the life of this Agreement sufficient skilled workers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such workers and further to have in the making, through apprenticeship training, workers who can enter the trade properly equipped to perform the work, and to the extent possible, the parties agree to do everything within their power to cooperate in carrying out these purposes. Joint apprenticeship committees shall have the right to maintain schools for the training of apprentices registered under the terms of the particular collective bargaining agreement involved and such apprentices shall be considered skilled and qualified journeymen when adjudged competent by a committee composed of the members of the parties to the particular collective bargaining agreement involved. However, this article shall not be construed to disturb present systems wherein the labor organization which is a party to the particular collective bargaining agreement involved compels apprentices to attend trade school.

#### ARTICLE V

A Joint Conference Board is hereby created by agreement between the Association and the Council, which shall be binding upon the members and affiliates of each, and it is hereby agreed by the parties hereto, together with their members and affiliates, that they will recognize the authority of said Joint Conference Board and that its decisions shall be final and binding upon them as provided in Article VI. The administration of the Joint Conference Board shall be executed by the Secretary of the Board. All normal operating and all extraordinary expenses shall be borne equally.

#### ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

- a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.
- b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a

previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

- c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.
- d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

## ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, the party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

- a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.
- b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing (correspondence, email, etc.) by the trades involved in the dispute, the trades and contractors shall make themselves available to meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.
- c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.
- d) Should this jurisdictional issue be unresolved, the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48 hours) of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list

submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

- e) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. Attorneys shall not be permitted to attend or participate in any portion of a hearing.

Paragraph 12 - At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

## ARTICLE VIII

Paragraph 1 - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs

during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

- a) The Arbitrator may assess liquidated damages not to exceed \$5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed \$10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.

- b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.

Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2020 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed at Chicago, Illinois this 28th day of May, 2015.

CONSTRUCTION EMPLOYERS'  
ASSOCIATION

DocuSigned by:  
*Charles Usher, Sr.*  
AF477A8FA0984C0

BY Charles M. Usher

CHICAGO & COOK COUNTY  
BUILDING & CONSTRUCTION  
TRADES COUNCIL

DocuSigned by:  
*Tom Villanova*  
A3CD8C66A9D466

BY Thomas Villanova

**CERTIFICATE OF COMPLIANCE  
WITH MULTI-PROJECT LABOR AGREEMENT (MPLA)**

I \_\_\_\_\_ (name of Company) hereby acknowledge that I have read the Metropolitan Water Reclamation District of Greater Chicago’s 2017 Multi Project Labor Agreement (MPLA). I certify that my company and all subcontractors are in compliance with the MPLA in that my company and all subcontractors agree to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliate with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council , or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereinafter referred to as a “participating trade group”) for all applicable work.

My company is currently a signatory with the following trade groups:

(e.g. Operating Engineers 150) \_\_\_\_\_

\_\_\_\_\_

**If bidder is not currently signatory with a participating union or labor organization, complete one of the following:**

\_\_\_\_\_ The work to be performed by my company will occur at the company’s facility and is exempt from the application of the MPLA. All other work for which the MPLA is applicable will be performed by signatories to the following participating trade groups: \_\_\_\_\_

\_\_\_\_\_ (Identify all such participating unions or labor organizations. Attach a separate sheet if necessary).

\_\_\_\_\_ I commit to comply with the MPLA by entering into a collective bargaining agreement with the following participating trade group(s): \_\_\_\_\_

\_\_\_\_\_ (Identify all such participating unions or labor organizations. Attach a separate sheet if necessary).

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
Signature of Authorized Officer

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

Dated: \_\_\_\_\_

**EXHIBIT 4**

**AFFIRMATIVE ACTION ORDINANCE, REVISED APPENDIX D**

**AFFIRMATIVE ACTION ORDINANCE**  
**REVISED APPENDIX D**  
**OF THE**  
**METROPOLITAN WATER RECLAMATION DISTRICT**  
**OF GREATER CHICAGO**

AS REVISED  
May 21, 2020

**AFFIRMATIVE ACTION ORDINANCE**  
**REVISED APPENDIX D**  
**OF THE**  
**METROPOLITAN WATER RECLAMATION DISTRICT**  
**OF GREATER CHICAGO**

*Section 1. Declaration of Policy*

Whereas, it is the policy of the Metropolitan Water Reclamation District of Greater Chicago (the "District") to ensure competitive business opportunities for small, minority- and women-owned business enterprises in the award and performance of District contracts, to prohibit discrimination on the basis of race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, veteran or military discharge status, association with anyone with these characteristics, or any other legally protected characteristic in the award of or participation in District contracts, and to abolish barriers to full participation in District contracts by all person, regardless of race, ethnicity or sex;

Whereas, the District pursuant to its authority under 70 ILCS 2605/11.3, is committed to establishing procedures to implement this policy as well as state and federal regulations to assure the utilization of minority-owned, women-owned and small business enterprises in a manner consistent with constitutional requirements;

Whereas, the District is committed to equal opportunity for minority-, women-owned and small businesses to participate in the award and performance of District contracts;

Whereas, the Supreme Court of the United States in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), has enunciated certain standards that are necessary to maintain effective contracting affirmative action programs in compliance with constitutional requirements;

Whereas, the District is committed to implementing its affirmative action program in conformance with the United States Supreme Court's decision in *Croson* and its progeny;

Whereas, in furtherance of this commitment, the Board of Commissioners directed the District staff and its outside consultants in 1990 to conduct an investigation into the scope of any discrimination in the award of and participation in District construction contracts as well as in the construction industry in Metropolitan Chicago, the extent to which such discrimination or the effects thereof has denied and continues to deny minority and women's business enterprises equal opportunity to participate in District contracts and to recommend the appropriate affirmative action steps to be taken to eliminate any such discrimination and its continuing effects.

Whereas, on June 21, 2001, the District adopted its Revised Appendix D, Notice of Requirements for Affirmative Action Program to Ensure Minority, Small and Women's Business Participation ("Appendix D"); and

Whereas, in 2006 the Board of Commissioners undertook a review of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority and women-owned businesses in the

Metropolitan Chicago construction industry to evaluate the continued need for Appendix D and any necessary revisions thereto;

Whereas, the Board of Commissioners undertaken a review in 2012 of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority and women-owned businesses in the Metropolitan Chicago construction industry to evaluate the continued need for Appendix D and any necessary revisions thereto.;

Whereas, the Board of Commissioners undertook a new review in 2014 of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority- and women-owned businesses in the District's geographic and procurement market areas to evaluate the continued need for Appendix D and any necessary revisions thereto.

## **Section 2. Findings**

The Board of Commissioners, having reviewed the 2015 report of its outside consultant finds:

1. In 2003, the U.S. District Court in *Builders Association of Greater Chicago v. City of Chicago*, 298 F. Supp.2d 725 (N.D. Ill. 2003) held that the evidence introduced at trial demonstrated that past and current discriminatory practices continue to place MBE and WBE firms at a competitive disadvantage in the award of governmental contracts and such practices have and continue to impede the growth and success of MBEs and WBEs.

2. In 2004, a study of the Metropolitan Chicago Construction Industry by Timothy Bates, Distinguished Professor, Wayne State University, concluded that the evidence that African-American, Hispanic and women-owned businesses have been, and continue to be disadvantaged in the construction industry and small businesses is strong, has remained consistent and that compelling evidence indicates that African-American, Hispanic, and women-owned businesses face barriers in the Metropolitan Chicago construction industry greater than those faced by white males.

3. A November, 2005 study of the Metropolitan Chicago construction industry by David Blanchflower, Professor of Economics at Dartmouth College, has determined that discrimination against Asian-owned businesses existed in the business community in areas of business financing and construction wages and that this, together with evidence of individual discrimination against Asian-owned construction companies, leads to the conclusion that discrimination against Asian owned businesses continues to exist in the Metropolitan Chicago construction industry.

4. In 2005, the U.S. District Court held in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005) that there is strong evidence of the effects of past and current discrimination against MBEs and WBEs in the construction industry in the Chicago area.

5. The trial court's decision was affirmed in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 473 F.3d 715 (7<sup>th</sup> Cir. 2007).

6. In 2006, Cook County, Illinois accepted a report it had commissioned titled, "Review of Compelling Evidence of Discrimination Against Minority-and Women-Owned

Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois” (Cook County 2006 Report), which concluded that there is extensive evidence of discrimination against MBEs and WBEs in the Chicago area construction marketplace, and the participation of MBEs and WBEs in the County’s construction prime contracts and subcontracts is below the availability of such firms.

7. In 2006, the Illinois State Toll Highway Authority commissioned a study for the availability of Disadvantaged Business Enterprises (“DBEs”) in its geographic and procurement markets, to ensure that its DBE program was narrowly tailored as required by constitutional standard, which found 19.56% DBE availability in construction, 19.36% DBE availability in construction-related professional services, and that DBE utilization had steadily increased from 2.40% in 2004 to 24.72% in 2010.

8. Cook County commissioned a new report, entitled “The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois” (Cook County 2010 Study), which found that MBEs and WBEs were not utilized in all aspects in proportion to their availability.

9. In 2010 the U.S. Department of Justice produced a report to Congress, entitled “Compelling Interest for Race- and Gender-Conscious Federal Contracting Programs: An Update to the May 23, 1996 Review of Barriers to Minority- and Women-Owned Businesses,” that updated the original basis for the U.S. Department of Transportation’s DBE program and concluded that discriminatory barriers continue to impede the ability of MBEs and WBEs to compete with other firms on a fair and equal footing in government contracting markets, including in the construction industry.

10. In 2012, the District commissioned a report on barriers to construction opportunities in the Chicago area market and recommendations for District efforts to reduce such barriers, which found continuing disparities in the Chicago area construction market.

11. In 2014, The District commissioned a report on barriers to equal opportunities in the District’s geographic and industry market areas and recommendations for District efforts to reduce such barriers, which found continuing disparities in the District’s market areas.

12. In 2015, the trial court in *Midwest Fence, Corp. v. U.S. Department of Transportation et al*, 2015 WL 139676 (N.D. Ill. March 24, 2015), held that discrimination continues to impede full and fair opportunities for disadvantaged business enterprise in the Illinois construction industry.

13. The District has determined that it has a continuing compelling interest in preventing public funds in contracts from perpetuating the effects of past discrimination and current discrimination against minority- and women-owned firms in its market.

14. The Affirmative Action Program adopted by the District and amended April 2, 2009 is hereby modified to further continue to ameliorate the effects of racial and gender discrimination in the marketplace.

15. The remedies adopted herein by the District will not overly burden non-MBE and non-WBE firms in the award of District Contracts.

16. The Commissioners shall periodically review minority-owned and women-owned participation in contracts awarded by the District to ensure that the District continues to have a

compelling interest in remedying discrimination against minority and women-owned firms in the award of District contracts and that the measures adopted herein remain narrowly tailored to accomplish that objective.

Now, therefore, the District Board of Commissioners hereby adopts this revised Appendix D:

### **Section 3. Purpose and Intent**

The purpose and intent of this Ordinance is to mitigate the present effects of discrimination on the basis of race, ethnicity or sex in opportunities to participate on the District's prime contracts and associated subcontracts and to achieve equitable utilization of minority-owned, women-owned and small business enterprises in District contracts.

### **Section 4. Coverage**

The following provisions, to be known as "Appendix D" together with relevant forms, shall apply and be appended to every construction contract awarded by the District where the estimated total expenditure is in excess of \$100,000.00, except contracts let in the event of an emergency pursuant to 70 ILCS 2605/11.5.

### **Section 5. Definitions**

The meaning of these terms in this Ordinance are as follows:

(a) "Administrator" means the District's Affirmative Action Program Administrator.

(b) "Affiliate" of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the District shall consider all appropriate factors, including common ownership, common management, and contractual relationships.

(c) "Annual Participation Goals" mean the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs in District construction contracts

(d) "Bidder" means an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not for profit corporation, a limited liability company or any other entity which has submitted a bid on a District contract.

(e) "Books and Records" include, but are not limited to, payroll records, bank statements, bank reconciliations, accounts payable documents, account receivable documents, ledgers, all financial software, and all employer business tax returns.

(f) "Contract Specific Goals" means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scope(s) of work of the Project.

(g) "Construction contract" means any District contract or amendment thereto, providing for a total expenditure in excess of One Hundred Thousand Dollars (\$100,000.00) for the construction, demolition, replacement, major repair or renovation and maintenance of real property and improvement thereon or sludge hauling and any other related contract which the District deems appropriate to be subject to Appendix D consistent with the Ordinance.

(h) "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities.

(i) "Contract Goals" means the numerical percentage goals for MBE, WBE or SBE participation to be applied to an eligible District construction contract subject to Appendix D for the participation of MBEs, WBEs and SBEs, based upon the scopes of work of the contract, the availability of MBEs, WBEs and SBEs to meet the goals, and the District's progress towards meeting its Annual MBE, WBE and SBE goals.

(j) "Director" means the District's Director of Procurement and Materials Management, formerly known as the Purchasing Agent.

(k) "Economically Disadvantaged" means an individual with a Personal Net Worth less than \$2,000,000.00, indexed annually for the Chicago Metro Area Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January 2008.

(l) "Executive Director" means the chief administrative officer of the District, formerly known as the General Superintendent.

(m) "Expertise" means demonstrated skills, knowledge or ability to perform in the field of endeavor in which certification is sought by the firm as defined by normal industry practices, including licensure where required.

(n) "Good Faith Efforts" means those honest, fair and commercially reasonable actions undertaken by a contractor to meet the MBE or WBE goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's goals.

(o) "Hearing Officer" is an attorney licensed to practice in the State of Illinois, appointed by the Board of Commissioners, to conduct hearings as provided in this Ordinance regarding a contractor's compliance or non-compliance with this Ordinance.

(p) "Joint Venture" means an association of two or more persons, or any combination of types of business enterprises and persons numbering two or more, proposing to perform a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the certified firm is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

(q) "Job Order Contract" or "JOC" means a firm, fixed price, indefinite quantity contract designed to complete a large number of construction projects quickly.

(r) "Local business" means a business located within the counties of Cook, DuPage, Kane Lake, McHenry or Will in the State of Illinois or Lake County in the State of Indiana which has the majority of its regular full-time work force located in this region or a business which has been placed on the District's vendor list or has bid on or sought District construction work.

(s) "Minority-owned business enterprise" or "MBE" means a Local Small business entity, including a sole proprietorship, partnership, corporation, limited liability company, Joint Venture or any other business or professional entity, which is at least fifty-one percent (51%) owned by one or more members of one or more minority groups, or, in the case of a publicly held

corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions and daily business operations are controlled by one or more Minority Individuals.

(t) "Minority Individual" means a natural person who is a citizen of the United States or lawful permanent resident of the United States and one of the following:

(i) African-American - A person having origins in any of the Black racial groups of Africa and is regarded as such by the African American Community of which the person claims to be a part.

(ii) Hispanic-American - A person having origins from Mexico, Puerto Rico, Cuba and South or Central America and is regarded as such by the Hispanic community of which the person claims to be a part, regardless of race.

(iii) Asian-American – A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands or the Northern Marianas, and is regarded as such by the Asian American community of which the person claims to be a part.

(iv) Native-American – A person having origins in any of the original peoples of North America and who is recognized through tribal certification as a Native American by either a tribe or a tribal organization recognized by the Government of the United States of America.

(v) Individual members of other groups whose participation is required under state or federal regulations or by court order.

(vi) Individual members of other groups found by the District to be Socially Disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's marketplace or to do business with the District.

(u) "Personal Net Worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other certified MBE or WBE, provided that the other firm is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse or recognized civil partner, an individual's personal net worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

(v) "Prime Contractor" means a Contractor that is awarded a District contract and is at risk for the completion of an entire District project, including purchasing all materials, hiring and paying subcontractors, and coordinating all the work.

(w) "Small Business Enterprise" or "SBE" means a small business as defined by the U.S. Small Business Administration (SBA), pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the firm seeks to perform on District contracts, except that the size standard for specialty trade construction firms shall be 150 percent of the SBA size standard. A firm is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

(x) "Socially Disadvantaged" means a Minority Individual or Woman who has been subjected to racial, ethnic or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

(y) "Subcontractor" means a party that enters into a subcontract agreement with a District Prime Contractor to perform work or provide materials on a District project.

(z) "Tier" refers to the relationship of a subcontractor to the prime contractor. A subcontractor having a contract with the prime contractor, including a material supplier to the prime contractor, is considered a "first-tier subcontractor," while a subcontractor's subcontractor is a "second-tier subcontractor" and the subcontractor's material supplier is a "third-tier subcontractor." The subcontractor is subject to the same duties, obligations and sanctions as the contractor under this Ordinance.

(aa) "Utilization Plan" means the plan, in the form specified by the District, which must be submitted by a Bidder listing the MBEs, WBEs and SBE that the Bidder intends to use in the performance of a contract, the scopes of the work and the dollar values or the percentages of the work to be performed.

(bb) "Vendor list" means the District's list of firms that are certified as minority-owned or women-owned by the City of Chicago, the County of Cook, the State of Illinois, the Women's Business Development Center, or the Chicago Minority Business Development Council, or as a Disadvantaged Business Enterprise by the Illinois Unified Certification Program, or as a Small Disadvantaged Business by the U.S. Small Business Administration.

(cc) "Women-owned business enterprise" or "WBE" means a Local and Small business business entity which is at least fifty-one percent (51%) owned by one or more women, or, in the case of a publicly held corporation, fifty-one percent (51%) of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. Determination of whether a business is at least fifty-one percent (51%) owned by a woman or women shall be made without regard to community property laws.

#### **Section 6. Non-Discrimination and Affirmative Action Clause**

As a precondition to selection, a Contractor must include in its bid proposal for a covered contract the following commitments:

During the performance of this contract, the Contractor agrees:

(a) It shall not discriminate on the basis of race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, veteran or military discharge status, association with anyone with these characteristics, or any other legally protected characteristic in the solicitation for or purchase of goods in the performance of this contract.

(b) It shall actively solicit bids for the purchase or subcontracting of goods or services from qualified MBEs, WBEs and SBEs.

(c) It shall undertake Good Faith Efforts in accordance with the criteria established in this Ordinance, to ensure that qualified MBEs, WBE, and SBEs are utilized in the performance of

this contract and share in the total dollar value of the contract in accordance with each of the applicable utilization goals established by the District for the participation of qualified MBEs, WBEs and SBEs.

(d) It shall require its subcontractors to make similar good faith efforts to utilize qualified MBEs, WBEs and SBEs.

(e) It shall maintain records and furnish the District all information and reports required by the District for monitoring its compliance with this Ordinance.

(f) It shall designate a person to act as an Affirmative Action Coordinator to facilitate the review of all concerns related to the participation MBEs, WBEs and SBEs.

### **Section 7. Race- and Gender- Neutral Measures to Ensure Equal Opportunities for All Contractors and Subcontractors**

The District shall develop and use measures to facilitate the participation of all firms in District construction contracting activities. These measures shall include, but are not limited to:

(a) Unbundling contracts to facilitate the participation of MBEs, WBEs and SBEs as Prime Contractors.

(b) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules to facilitate the participation of interested contractors and subcontractors.

(c) Providing timely information on contracting procedures, bid preparation and specific contracting opportunities, including through an electronic system and social media.

(d) Assisting MBEs, WBEs and SBEs with training seminars on the technical aspects of preparing a bid for a District contract.

(e) Providing assistance to businesses in overcoming barriers such as difficulty in obtaining bonding and financing, and support for business development such as accounting, bid estimation, safety requirements, quality control.

(f) Prohibiting Prime Contractors from requiring bonding for subcontractors, where appropriate.

(g) Holding pre-bid conferences, where appropriate, to explain the contract and to encourage Bidders to use all available firms as subcontractors.

(h) Adopting prompt payment procedures, including, requiring by contract that Prime Contractors promptly pay subcontractors and investigating complaints or charges of excessive delay in payments.

(i) Developing Linked Deposit and other financing and bonding assistance programs to assist small firms.

(j) Reviewing retainage, bonding and insurance requirements and their application to bid calculations to eliminate unnecessary barriers to contracting with the District.

(k) Collecting information from Prime Contractors on District construction contracts detailing the bids received from all subcontractors for District contracts and the expenditures to subcontractors utilized by Prime Contractors on District construction contracts.

(l) Limiting the self-performance of prime contractors, where appropriate.

(m) To the extent practicable, developing future policies to award contracts to SBEs.

(n) Maintaining information on all firms bidding on District prime contracts and subcontracts.

(o) At the discretion of the Board of Commissioners, awarding a representative sample of District contracts without goals, to determine MBE, WBE and SBE utilization in the absence of goals.

(p) Referring complaints of discrimination against MBEs, WBEs or SBEs to the appropriate authority for investigation and resolution.

#### Section 8. Certification Eligibility

(a) Only businesses that meet the criteria for certification as a MBE, WBE or SBE may be eligible for credit towards meeting Utilization Contract Goals. The applicant has the burden of production and persuasion by a preponderance of the evidence at all stages of the certification process.

(b) Only a firm owned by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(i) The firm's ownership by a Socially and Economically Disadvantaged person(s) must be real, substantial, and continuing, going beyond *pro forma* ownership of the firm as reflected in ownership documents. The owner(s) must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(ii) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner(s) to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the firm's operations, indispensable to the firm's potential success, specific to the type of work the firm performs and documented in the firm's records. The individual whose Expertise is relied upon must have a commensurate financial investment in the firm.

(c) Only a firm that is managed and controlled by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(i) A firm must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner(s). There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner(s), without the cooperation or vote of any non-Socially and Economically Disadvantaged person, from making any business decision of the firm, including the making of obligations or the dispersing of funds.

(ii) The Socially and Economically Disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long term decisions on management, policy, operations and work.

(iii) The Socially and Economically Disadvantaged owner(s) may delegate various areas of the management or daily operations of the firm to persons who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner(s) must retain the power to hire and fire any such person. The Socially and Economically Disadvantaged owner(s) must actually exercise control over the firm's operations, work, management and policy.

(iv) The Socially and Economically Disadvantaged owner(s) must have an overall understanding of, and managerial and technical competence, experience and Expertise, directly related to the firm's operations and work. The Socially and Economically Disadvantaged owner(s) must have the ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to make independent decisions concerning the firm's daily operations, work, management, and policymaking.

(v) If federal, state and/or local laws, regulations or statutes require the owner(s) to have a particular license or other credential to own and/or control a certain type of firm, then the Socially and Economically Disadvantaged owner(s) must possess the required license or credential. If state law, District ordinance or other law regulations or statute does not require that the owner possess the license or credential, that the owner(s) lacks such license or credential is a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner(s) actually controls the firm.

(vi) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its day to day activities.

(d) Only an independent firm may be certified as a MBE, WBE or SBE. An independent firm is one whose viability does not depend on its relationship with another firm. Recognition of an applicant as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent and non-Affiliated. In determining whether an applicant is an independent business, the Director will:

i) Evaluate relationships with non-certified firms in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(ii) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner(s) of the applicant for MBE or WBE certification or any owners of the applicant for SBE certification and non-certified firms or persons associated with non-certified firms compromise the applicant's independence.

(iii) Examine the applicant's relationships with non-certified firms to determine whether a pattern of exclusive or primary dealings with non-certified firm compromises the applicant's independence.

(iv) Consider the consistency of relationships between the applicant and non-certified firms with normal industry practice.

(e) An applicant shall be certified only for specific types of work in which the Socially and Economically Disadvantaged owner(s) for MBEs and WBEs or the majority owner for SBEs has the ability and Expertise to manage and control the firm's operations and work.

(f) The District shall certify the eligibility of Joint Ventures involving MBEs, WBEs or SBEs and non-certified firms.

(g) The certification status of all MBEs, WBEs and SBEs shall be reviewed periodically by the Administrator. Failure of the firm to seek recertification by filing the necessary documentation with the Administrator as provided by rule may result in decertification.

(h) It is the responsibility of the certified firm to notify the Administrator of any change in its circumstances affecting its continued eligibility. Failure to do so may result in the firm's decertification.

(i) The Administrator shall decertify a firm that does not continuously meet the eligibility criteria.

(j) Decertification by another agency shall create a *prima facie* case for decertification by the District. The challenged firm shall have the burden of proving by a preponderance of the evidence that its District certification should be maintained.

(k) A firm that has been denied certification or recertification or has been decertified may protest the denial or decertification by filing a written appeal with the Executive Director within 10 calendar days of receipt of the denial of District certification, recertification or decertification. The appeal should set forth in detail the facts upon which it is based, and attach all relevant

documentations. The Executive Director shall render a decision within 15 calendar days of receipt of a timely appeal. The Executive Director's decision shall be final.

(l) A firm found to be ineligible may not apply for certification for two years after the effective date of the final decision.

**Section 9. Schedule of Goals for Minority- and Women-Owned Business Enterprise Utilization**

In fulfillment of its policy to provide MBEs, WBEs, and SBEs full and equitable opportunities to participate in the District's prime contracts and subcontracts, the District shall establish annually goals for MBE, WBE and SBE participation, based on the availability of MBEs and WBEs in the District's geographic and procurement market.

**Section 10. Contract Goals.**

(a) The Director, in consultation with the Administrator and the User Department, shall establish Contract Goals for construction contracts based upon the availability of at least three MBEs and three WBEs registered on the District's vendor list to perform the anticipated contracting functions of the contract and the District's utilization of MBEs and WBEs to date.

(b) Where a substantial portion of the total construction contract cost is for the purchase of equipment, the Director may designate goals for only that portion of the contract relating to construction work and related supplies and/or modify the limitations on the credit for M/WBE suppliers herein.

(c) The Contract Goal(s) shall be designated in the contract documents.

**Section 11. Counting MBE, WBE, and SBE Participation towards Contract Goals**

(a) A Bidder may achieve the Utilization Contract Goals by its status as a MBE, WBE or SBE or by entering into a Joint Venture with one or more MBEs, WBEs and SBEs or by first-tier subcontracting a portion of the work to one or more MBEs, WBEs and SBEs or by direct purchase of materials or services from one or more MBEs, WBEs and SBEs or by any combination of the above.

(b) If a firm is certified as both a MBE and a WBE, the Bidder may count the firm's participation either toward the achievement of its MBE or WBE goal, but not both.

(c) A Bidder may count toward the achievement of its SBE goal the utilization of any MBE or WBE that also satisfies the definition of a SBE.

(d) A Bidder may count the entire amount of that portion of a contract that is performed by MBEs, WBEs or SBEs own forces, including the cost of supplies and materials obtained and installed by the MBE, WBE or SBE for the work of the contract, and supplies purchased or equipment leased by the MBE, WBE or SBE used to directly perform the work of the contract (except supplies and equipment the MBE, WBE or SBE purchases or leases from the Prime Contractor or the Prime Contractor's Affiliate).

(e) Where a Bidder or first-tier subcontractor engages in a Joint Venture to meet the Contract Goal, the Administrator shall review the profits and losses, initial capital investment, actual participation of the Joint Venture in the performance of the contract with its own forces and for which it is separately at risk, and other pertinent factors of the joint venture, which must

be fully disclosed and documented in the Utilization Plan in the same manner as for other types of participation, to determine the degree of MBE, WBE or SBE participation that will be credited towards the Contract Goal. The Joint Venture's Utilization Plan must evidence how it will meet the goal or document the Bidder's Good Faith Efforts to do so. The Administrator has the authority to review all records pertaining to Joint Venture agreements before and after the award of a contract in order to assess compliance with this Ordinance. The MBE, WBE or SBE Joint Venture partner must have a history of proven expertise in performance of a specific area of work and will not be approved for performing only general management of the Joint Venture. The specific work activities for which the MBE, WBE or SBE Joint Venture partner will be responsible and the assigned individuals must be clearly designated in the Joint Venture Agreement. The Joint Venture must submit to the Administrator quarterly work plans, including scheduling dates of the tasks. The Administrator must approve the quarterly plans for the MBE, WBE or SBE Joint Venture partner's participation to be credited towards the Contract Goals.

(f) Only the participation of MBEs, WBEs or SBEs that will perform as first-tier subcontractors will be counted towards meeting the Utilization Contract Goals.

(g) Only expenditures to a MBE, WBE or SBE that is performing a Commercially Useful Function shall be counted towards the Utilization Contract Goal.

(i) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The firm must pay all costs associated with personnel, materials and equipment. The firm must be formally and directly responsible for the employment, supervision and payment of its workforce must own and /or lease equipment, and must be responsible for negotiating price, determining quality and quantity and paying for and ordering materials used. The firm cannot share employees with the Prime Contractor or its Affiliates. No payments for use of equipment or materials by the firm can be made through deductions by the Prime Contractor. No family members who own related businesses are allowed to lease, loan or provide equipment, employees or materials to the firm.

(ii) A firm does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of MBE, WBE or SBE participation. The Prime Contractor is responsible for ensuring that the firm is performing a commercially useful function.

(iii) The District will evaluate the amount of work subcontracted, industry practices, whether the amount the MBE, WBE or SBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors.

(iv) If a firm subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a firm is presumed not to be performing a Commercially Useful Function, the firm may present evidence to rebut this presumption.

(h) Credit towards the Contract Goals will be allowed only for those direct services performed or materials supplied by MBEs, WBEs or SBEs or first-tier subcontractor MBEs, WBEs or SBEs must perform no less than eighty-five percent (85%) of their work with their own forces, through the use of its own management and supervision, employees and equipment. If

industry standards and practices differ, the firm must furnish supporting documentation for consideration by the District.

(i) Purchase of materials and supplies must be pre-approved if their purchase is related to goal attainment. Bidder may count payments to MBE, WBE or SBE regular dealers or manufacturers who offer only furnish and deliver contracts for materials and supplies for no more than twenty-five percent (25%) of each MBE, WBE or SBE goal, unless approved by the Administrator. If the bidder exceeds the supplier exception amount allowable as stated in the bid documents, the bid will be viewed as non-responsive.

(j) A dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought; kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder.

(k) If a firm ceases to be a certified during its performance on a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted.

(l) In determining achievement of Utilization Contract Goals, the participation of a MBE, WBE or SBE shall not be counted until that amount has been paid to the MBE, WBE or SBE.

#### **Section 12. Utilization Plan Submission**

(a) Compliance documents must be submitted as provided in the solicitation. Failure to do so will render the bid non-responsive. The Director shall review each bid submission to determine if it meets the requirements herein.

(b) A Bidder must either meet the Utilization Contract Goals or establish its Good Faith Efforts to do so as described in Appendix D and the solicitation.

(c) Each Bidder shall submit with its bid a completed and signed Utilization Plan that lists the names, addresses, telephone numbers, email addresses and a description of the work with contract item number and contact person of the businesses intended to be used as subcontractors, subconsultants and suppliers, including those firms proposed to meet the Contract Goal(s); the type of work or service each business will perform; and the dollar amount to be allocated to the certified firm(s). Each Bidder's Utilization Plan shall commit to MBE, WBE or SBE participation equal to or greater than each of the Contract Goals set forth in the solicitation, unless the Bidder requests a partial or total waiver of the requirement that it file a Utilization Plan or achieve a particular goal by submitting with the bid a signed Waiver Request in the form specified in the solicitation.

(d) Each Bidder must submit with its bid a signed M/W/SBE Subcontractor's Letter of Intent for each firm in the form specified in the solicitation, with either a copy of each MBE, WBE or SBEs current Letter of Certification from a state or local government or agency or documentation demonstrating that the firm is a MBE, WBE or SBE within the meaning of this

Appendix D. In the event of a conflict between the amounts stated on the Utilization Plan and the M/W/SBE Subcontractor's Letter of Intent, the terms stated on the Utilization Plan shall control. An original or facsimile copy of the M/W/SBE Subcontractor's Letter of Intent will be acceptable.

(e) Where a Bidder had failed to meet the Contract Goal(s), it must file a Waiver request documenting its Good Faith Efforts to meet the Goal(s) as provided in the format described in the solicitation, the Administrator shall require the contractor to file a Contractor Information Form and provide additional documentation of its good faith efforts in attempting to fulfill such goals.

(i) Such Good Faith Efforts, as defined herein, shall include, but are not limited to, the following:

(i) Attend any pre-bid conference conducted by the District to acquaint contractors with MBEs, WBEs and SBEs available to provide relevant goods and services and to inform MBEs, WBEs and SBEs of subcontract opportunities on the contract;

(ii) Review lists of available MBEs, WBEs and SBEs maintained by the District and other state and local governments and agencies prior to the bid opening to identify qualified MBEs, WBEs and SBEs for solicitation for bids;

(iii) Advertise, not less than 15 calendar days before the bid opening date, in one or more daily newspapers and/or trade publications, for proposals or bids by MBEs, WBEs and SBEs for subcontracts or the supply of goods and services on the contract;

(iv) Make timely written solicitations of available MBEs, and WBEs and SBEs identified on the District's vendor list that provide relevant services for subcontracts or the supply of goods and services;

(v) Provide MBEs, WBEs and SBEs with convenient and timely opportunities to review and obtain relevant plans, specifications or terms and conditions of the contract to enable such MBEs, WBEs and SBEs to prepare an informed response to a contractor solicitation;

(vi) Divide total contract requirements into small tasks or quantities and adjust performance bond and insurance requirements or otherwise assist MBEs, WBEs and SBEs in obtaining the required bonding, insurance or financing, where economically feasible, to encourage participation of MBEs, WBEs and SBEs;

(vii) Follow up initial solicitation of MBEs, WBEs and SBEs by contacting them to determine if the enterprises are interested in making bids or proposals;

(viii) Negotiate in good faith with MBEs, WBEs and SBEs prior to the bid opening and do not reject as unsatisfactory any bids or proposals submitted by M/WBEs without justifiable reason, including the lack of bonding capacity or the ability to obtain insurance requirements such as Completed Builders Risk (All Risk) Insurance, Comprehensive General Liability Insurance, Contractor Contractual Liability Insurance and Public Liability Insurance;

(ix) Establish delivery schedules, where the requirements of the work permit, which will encourage participation by MBEs, WBEs and SBEs;

(x) Establish joint ventures with MBEs, WBEs and SBEs;

(xi) Use the services and assistance of the District, the Small Business Administration, the Office of Minority Business Enterprises of the U.S. Department of Commerce and appropriate community and minority and women's business organizations;

(ii) Failure of a Bidder to provide requested information to the Administrator or to cooperate with the Administrator's investigation, may be grounds for the rejection of a bid and/or a Waiver request.

(iii) Upon completion of the investigation, the Administrator shall inform the Director of his or her findings.

(iv) The Director, after consultation with the Administrator, shall determine whether to grant the Waiver request based on the Bidder's Good Faith Efforts at the time of bid submission.

(v) Where the Director determines that a Bidder has not made Good Faith Efforts, the Director shall declare the bid submission non-responsive and will reject the bid.

(d) A contractor's submission of a Utilization Plan that commits to a M/WBE participation equal to or greater than the applicable utilization goals shall not provide a basis for a higher bid, an increase in contract price or a later change order.

(e) The requirement to submit a Utilization Plan and M/WBE Subcontractor's Letters of Intent applies when the individual project is awarded under Job Order Contracts awarded by the District.

(i) A Prime Contractor issued a Job Order Contract shall submit with each work order issued under such a Contract its Utilization Plan that lists the name, address, telephone number, email address and contact person for each M/W/SBE to be used on the work order, as well as a description of work to be performed and a dollar amount to be allocated to such M/W/SBE. The Prime Contractor shall submit with each work order a M/W/SBE Subcontractor's Letter of Intent from each certified firm.

(ii) A Prime Contractor awarded a Job Order Contract shall be subject to the compliance monitoring provisions herein. The Prime Contractor must submit to the Administrator monthly documentation, as specified by the Administrator, demonstrating that the Contractor has attained the Contract Goals for the completed portion of the Job Order Contract, or that it has been unable to do so despite its good faith efforts. Good Faith efforts must be documented as provided in this Ordinance

### **Section 13. Compliance Review**

(a) The Director shall declare the bid submission non-responsive if a Bidder:

(i) Failed to submit with its bid a completed and signed Utilization Plan;

(ii) Failed to commit in its Utilization Plan to MBE, WBE and SBE participation equal to or greater than each of the Utilization Contract Goals unless the Bidder submitted with its bid a request for a total or partial waiver of the Goal(s).

(iii) Failed to identify in its Utilization Plan the MBE, WBE or SBE by name, scope of work, contract item number, and dollar value of work or percentage of participation equal to or greater than each of the Contract Goal(s).

(iv) Failed to submit with its bid the M/W/SBE Subcontractor's Letter of Intent from each MBE, WBE and SBE listed on its Utilization Plan.

(b) Where, after consultation with the Administrator, the Director determines that Utilization Plan submitted by a Bidder is false or fraudulent, the bid shall be rejected or, if the determination is made after the bid award, the contract may be forfeited in accordance with the provision of Article 28 of the General Conditions.

(c) If a Mentor-Protégé relationship is proposed to meet the Contract Goal, the Mentor-Protégé Development Plan must be submitted to the Administrator for approval prior to contract award. "Mentor-Protégé relationship" describes an association between large business prime contractor firms and socially disadvantaged firms designed to motivate, encourage and to provide mutually beneficial developmental assistance to those socially disadvantaged firms.

(d) Prior to the award of any contract, the Administrator shall review the Utilization Plan, M/W/SBE Subcontractor's Letter(s) of Intent and Letter(s) of Certification, and Contractor Information and Waiver Request Forms as specified in the solicitation, submitted by the apparent low bidder on a contract and conduct any other investigation the Administrator deems appropriate to determine compliance.

(e) Within 30 calendar days after demand, the Prime Contractor shall furnish executed copies of all MBE, WBE and SBE subcontracts to the Administrator. Subsequently, the contractor shall obtain and submit a copy of all MBE, WBE and SBE subtier contracts on demand.

(f) The Prime Contractor shall set timetables for use of its subcontractors before fifty percent (50%) of the work is completed.

(g) If requested by the Administrator, the Prime Contractor must submit a MBE, WBE and SBE Work Plan projecting the work tasks associated with certified firms' commitments prior to the award of the contract. The Work Plan must provide a description of the work to be subcontracted to other MBEs, WBEs and SBEs and non-certified firms and the dollar amount and the name of the all tiers of subcontractors. The Work Plan becomes part of the Prime Contractor's contractual commitment and the contract record, and may not be changed without prior approval of the Administrator.

#### **Section 14. Contract Performance Compliance**

(a) After the award of a contract, the Administrator shall review the Prime Contractor's compliance with its M/W/SBE commitments during the performance of the contract.

(b) The Prime Contractor shall be required to submit the Affirmative Action Monthly MBE/WBE/SBE Status Report providing the information and in the format as specified by the District with every payment request. The Contractor's failure to do so may result in a delay of the progress payment.

(c) Evidence of MBE, WBE and SBE subcontractor participation and payments must be submitted as required by the District to confirm subcontractors' participation and payment.

(d) District contract compliance officers and auditors, or their designees, shall have access to the contractor's and subcontractor's books and records, including certified payroll

records, bank statements, employer business tax returns and all records including all computer records and books of account to determine the contractor and MBE, WBE and SBE subcontractor compliance with the goal commitment. Audits may be conducted at any time and without notice in the total discretion of the District. A Prime Contractor must provide the Administrator any additional compliance documentation within 14 calendar days of such request. Audits may be conducted without notice at any time at the discretion of the District.

(e) If District personnel observe that any purported MBE, WBE and SBE subcontractor other than those listed on the Utilization Plan are performing work or providing materials and/or equipment for those M/WBE subcontractors listed on the Utilization Plan, the Prime Contractor will be notified in writing of an apparent violation is taking place and progress payments may be withheld. The contractor will have the opportunity to meet with the Affirmative Action Administrator prior to a finding of noncompliance.

(f) Where a partial or total Waiver of the Contract Goal(s) has been granted, the Prime Contractor must continue to make Good Faith Efforts during the performance of the contract to meet the Goal(s), and the Administrator shall provide technical assistance with respect to such efforts. The Administrator shall require the Prime Contractor to provide documentation of its continuing Good Faith Efforts in attempting to fulfill its commitments.

(g) The Prime Contractor cannot make any changes to the approved Utilization Plan or substitutions of the MBE(s), WBE(s) or SBE(s) listed in the Utilization Plan throughout the life of the contract without the prior, written approval of the Administrator. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a MBE, WBE or SBE subcontractor with its own forces or those of an affiliate, a non-certified firm or another MBE, WBE or SBE. Failure to obtain the prior, written approval of the Administrator in the format specified by the District shall constitute a breach of the contract, and subject the Prime Contractor to any and all available sanctions. The participation of certified firms that did not receive prior, written approval by the Administrator will not be counted towards the Contract Goal(s).

(i) The Prime Contractor must demonstrate good cause to terminate or reduce the scope of work of the MBE, WBE or SBE to the satisfaction of the Administrator. Good cause is limited to the following circumstances:

(1) The listed MBE, WBE, or SBE subcontractor fails or refuses to execute a written contract.

(2) The listed MBE, WBE or SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.

(3) The listed MBE, WBE or SBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state or local law.

(4) The Administrator has determined that the listed MBE, WBE or SBE subcontractor is not a responsible contractor.

(5) The listed MBE, WBE or SBE subcontractor voluntarily withdraws from the project and provides the Administrator written notice of its withdrawal.

(6) The listed MBE, WBE or SBE subcontractor is ineligible to receive credit for the type of work required.

(7) The MBE, WBE or SBE owner dies or becomes disabled with the result that the listed MBE, WBE or SBE subcontractor is unable to complete its work on the contract.

(8) Other good cause as determined in the Administrator's sole discretion.

(ii) Good cause does not include where the Contractor seeks to terminate a MBE, WBE or SBE it relied upon to obtain the contract so that the Contractor can self-perform the work or substitute another MBE, WBE or SBE or non-certified subcontractor to perform the work for which the MBE, WBE or SBE was engaged or listed on the Utilization Plan.

(iii) The Prime Contractor must give the MBE, WBE or SBE notice in writing, with a copy to the Administrator, of its intent to request to terminate and/or substitute, and the detailed reasons for the request.

(iv) If the Prime Contractor proposes to terminate or substitute a MBE, WBE or SBE subcontractor for any reason, the Contractor must make Good Faith Efforts as defined herein to find a substitute MBE, WBE or SBE subcontractor for the original MBE, WBE or SBE to meet its MBE, WBE or SBE contractual commitment. Its Good Faith Efforts shall be directed at finding another MBE, WBE or SBE to perform or provide at least the same amount of work, material or service under the contract as the original MBE, WBE or SBE to the extent necessary to meet its MBE, WBE or SBE contractual commitment.

(v) The Prime Contractor must submit a MBE, WBE or SBE Subcontractor's Letter of Intent for each proposed new MBE, WBE or SBE subcontractor.

(vi) The Administrator will approve or disapprove the substitution based on the Prime Contractor's documented compliance with these provisions.

(h) In the event a Prime Contractor fails to achieve the level of MBE, WBE or SBE participation described in its Utilization Plan as the result of the District's deletion of the work to be performed by a MBE, WBE or SBE, the Prime Contractor shall notify the Administrator in writing and may request an amendment of its Utilization Plan. A letter of release signed by the subcontractor must be included with the request.

(i) In the event a Prime Contractor, in the performance of its contract, determines that the conditions of the work warrant a reduction in the scope of work to be performed by a MBE, WBE or SBE the Prime Contractor must utilize Good Faith Efforts to fulfill its MBE, WBE or SBE contractual commitment. The Prime Contractor must notify the Administrator in writing within 14 calendar days of the determination to request an amendment of its Utilization Plan. The Prime Contractor must give the MBE, WBE or SBE notice in writing, with a copy to the Administrator, of its intent to request to reduce the scope of work, and the detailed reasons for the request. The Administrator will approve or disapprove the reduction based on the Prime Contractor's documented compliance with these provisions.

(j) Where contract change orders are made individually or in the aggregate that increase the total value of the contract by more than ten percent (10%) of the original contract value, the Prime Contractor shall increase the utilization of all MBEs, WBEs or SBEs, where feasible, so that the total value of the percentage of work performed by MBEs, WBEs or SBEs as to increased contract value bears the same relationship to the total value of the contract (as modified by change orders) as the percentage of MBEs, WBEs or SBEs utilization committed to in the contractor's original Utilization Plan.

**Section 15. Sanctions for Non-Compliance**

(a) Where the Administrator believes that the Prime Contractor or subcontractor has committed fraud or misrepresentation against the District or has failed to comply with this Ordinance or its contract, or provided false or fraudulent documentation, the Administrator shall notify the Prime Contractor and/or subcontractor in writing of such determination of noncompliance and withhold up to one hundred percent (100%) of the current progress or final payment due the Prime Contractor for up to 90 days. The amount to be withheld shall be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE, WBE or SBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments. The Prime Contractor and/or subcontractor shall have the right to meet with the Administrator within 10 calendar days of receipt of the notice. After conference and conciliation, the Administrator will determine whether the Prime Contractor and/or subcontractor is in compliance.

(b) If the Administrator determines the Prime Contractor and/or subcontractor is not in compliance and the violation cannot be resolved by conference and conciliation, the Administrator shall refer the matter to the Executive Director and the Executive Director may return the referral to the Administrator with direction or may direct the Prime Contractor and/or subcontractor to show cause on a date certain why further sanctions should not be imposed.

(i) The Prime Contractor or subcontractor shall have 15 calendar days after receipt of the show cause notice within which to file a response in writing with the Administrator. A hearing before a duly appointed Hearing Officer shall be convened to provide the contractor and/or subcontractor an opportunity to be heard with respect to the non-compliance. Within 30 calendar days after the Executive Director's referral, the Hearing Officer shall schedule a hearing to be held within 30 calendar days of receipt of the referral for hearing at which the District, the contractor and/or subcontractor may present evidence of the purported violation and/or the absence thereof. The District will carry the burden of proof by a preponderance of the evidence. The Prime Contractor and/or subcontractor may present additional evidence and witnesses to show cause why sanctions should not be imposed. An official record will be kept with the Clerk of the District. All filings by the District or the respondents should be made with the Clerk of the District, with courtesy copies going to the parties and the Hearing Officer.

(ii) The Hearing Officer shall conduct such show cause hearings involving the Ordinance and shall render findings of fact, conclusions of law and recommendations regarding disposition of the hearings. Procedures and rules governing the show cause hearings will be adopted by the Board of Commissioners. The Hearing Officer will not become co-counsel with any attorneys appearing before him/her at any time during the hearing.

(iii) All Show Cause Hearings must be conducted on the record and all testimony must be under oath and transcribed verbatim by a court reporter. All parties shall be given the opportunity to present and respond to evidence. The Hearing Officer shall conduct a fair hearing and maintain order and shall abide by the Judicial Canons of Ethics enacted by the Illinois Supreme Court.

(iv) Within 30 calendar days after the hearing with the Prime Contractor and/or subcontractor, the Hearing Officer shall issue in writing to the Executive Director his/her written findings of fact, conclusions of law as to compliance and recommendations with respect to any appropriate sanctions. The Executive Director shall transmit the Hearing Officer's findings, conclusions and recommendations to the Board of Commissioners which may impose sanctions for a Prime Contractor's and/or subcontractor's noncompliance with this Ordinance including, but not limited to:

(1) Withholding up to fifty percent (50%) of the current progress or final payment due the contractor until the Administrator determines that the contractor is in compliance. Following the withholding of up to fifty percent (50%) of the current progress payment, up to one hundred percent (100%) of further progress payments may be withheld until the contractor is found to be in compliance with the requirements of this Ordinance. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE, WBE or SBE contractual commitments and to what extent the Prime Contractor has made good faith efforts to achieve such commitments.

(2) Declaring the Prime Contractor and/or subcontractor to be non-responsible and disqualify/debar the Prime Contractor and/or subcontractor from eligibility to bid on District construction contracts for a period of not less than one (1) year, and not more than three (3) years. An entity that is disqualified pursuant to the provisions of this Ordinance shall be precluded from participation on any District contract as a Prime Contractor, subcontractor and supplier for the period of disqualification. In cases of the use of false documentation, the making of false statements, fraud or misrepresentation, the disqualification period will be not less than eighteen (18) months, and not more than three (3) years for the second violation of the Ordinance and not less than twenty-four (24) months and not more than three (3) years for the third violation of the Ordinance from the date of disqualification established in the Board Order.

(3) Rejecting bids by the Prime Contractor for other contract(s) not yet awarded to that Bidder in instances of the use of false documentation, the making of false statements, fraud or misrepresentation.

(4) For any MBE, WBE or SBE that has misrepresented its MBE, WBE or SBE status and/or failed to operate as an independent business concern performing a Commercially Useful Function, declaring by the Director that the MBE, WBE or SBE ineligible to participate as a MBE, WBE or SBE in District contracts. A firm that has been declared ineligible may not participate as a MBE, WBE or SBE for a period of not less than one (1) year and not more than three (3) years.

(5) Forfeiting and deducting from the Prime Contractor's progress or final payments under the contract an amount up to the dollar amount of its MBE, WBE goal commitment that the contractor has failed to meet. The amount to be deducted will be based upon a determination of the extent to which the Prime Contractor made Good Faith Efforts to achieve such commitments.

(6) Referring the matter to the Office of the Attorney General or Cook County State's Attorney for follow-up action.

(c) The Administrator and Director will take action to prevent a contract from being awarded to a Prime Contractor or first-tier subcontractor disqualified from bidding hereunder for the period of disqualification.

(d) The District's attorneys' fees and costs will be assessed against the Prime Contractor and/or subcontractor where the Hearing Officer makes a finding that the Prime Contractor or subcontractor used false documentation, made false statements, or committed fraud or misrepresentation.

(e) Notice of sanctions imposed by the Board of Commissioners for violations of the Ordinance by the Prime Contractor, subcontractor and/or supplier will be spread upon the public record by the District, including but not limited to publication in the Record of Proceedings of the Board of Commissioners, posting on the District's web site, publication in any type of media, newspaper publication and direct notice by letter to governmental entities.

(f) Any sanctions imposed against an entity shall also apply personally to all officers and directors of the entity or partners of the entity, and their successors and assigns with knowledge of the acts and omissions that give rise to the sanctions against the entity.

(g) The District may take other action, as appropriate, within the discretion of the Administrator, subject to the approval of the Hearing Officer and the Board of Commissioners.

#### **Section 16. Other Federal Regulations**

The provisions of this Ordinance shall not apply to any contract to the extent that different procedures or standards are required by any law or regulation of the United States and nothing herein shall be interpreted to diminish or supplant the present Equal Employment Opportunity Requirements contained in Appendices B and C of Grant funded contracts or Appendix C non-Grant funded contracts.

#### **Section 17. Reporting and Review**

The Board of Commissioners directs the District staff to report to the Board of Commissioners on an annual basis with respect to the following:

(a) The level of MBE, WBE or SBE participation achieved in each year in District construction contracts subject to Appendix D.

(b) Identification of any problems with the enforcement of Appendix D; and

(c) Any recommendations with respect to improving the implementation of Appendix D.

#### **Section 18. Sunset Provision**

This Appendix D shall be reviewed no later than December 31, 2021 and shall expire on December 31, 2021 unless the District finds that its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against M/WBEs so that the District will not function as a passive participant in a discriminatory marketplace in the Metropolitan Chicago construction industry.

#### **Section 19. Repeal of Prior Inconsistent Provisions**

All enactments and provisions heretofore adopted by this Board of Commissioners in the area of affirmative action in connection with construction contracts subject to this Interim Ordinance that are inconsistent with the provisions of this Interim Ordinance are hereby expressly repealed.

#### **Section 20. Severability**

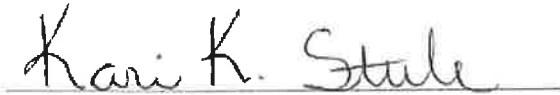
If any clause, sentence, paragraph, section or part of this Interim Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, the judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause,

sentence, paragraph, section or part of this Interim Ordinance directly involved in the controversy in which the judgment shall have been rendered.

**Section 21. Effective Dates**

This amendment to revised Appendix D shall be effective and apply to all bids for contracts advertised after May 21, 2020.

ADOPTED:



Kari K. Steele, President  
Board of Commissioners of the  
Metropolitan Water Reclamation  
District of Greater Chicago

Approved as to form and legality:



Head Assistant Attorney



General Counsel

**EXHIBIT 5**

**VETERAN'S BUSINESS ENTERPRISE CONTRACTING POLICY, APPENDIX V**

## APPENDIX V

### VETERAN-OWNED BUSINESS ENTERPRISE CONTRACTING POLICY REQUIREMENTS

#### *Section 1. Purpose*

The purpose of this policy is to increase contracting opportunities with the Metropolitan Water Reclamation District of Greater Chicago for veteran-owned and operated small business enterprises.

#### *Section 2. Definitions*

- (a) “Eligible Veteran” means an individual who has been a member of the armed forces of the United States and served for a total of at least six months, or for the duration of hostilities regardless of the length of engagement; and
- a. was discharged on the basis of hardship; or
  - b. was released from active duty because of a service connected disability; or
  - c. was discharged under honorable conditions

Former members of the military with the following type of discharges are excluded from the District’s Veteran-owned Business Enterprise Contracting Policy:

- a. dishonorably discharged; or
  - b. bad conduct discharge; or
  - c. general discharge under other-than-honorable conditions
- (b) “Good Faith Efforts” means those honest, fair and commercially reasonable actions undertaken by a construction contractor or professional services consultant to meet the VBE goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Policy’s goals.
- (c) “Participating Business” means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois or Lake County in the State of Indiana which has the majority of its regular full-time work force located in this region and/or a business which has been placed on the District’s vendor list and/or has bid or sought District contract(s) for construction or professional services work.
- (d) “Small Business Enterprise” (SBE) in this Appendix has the meaning consistent with Appendix D for construction contracts or Appendix A for professional services contracts, as applicable.
- (e) “Veteran-owned Business Enterprise” (VBE) means both a small business enterprise and participating business, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity which is at least fifty-one (51%) directly and unconditionally owned by one or more eligible veterans, or, in the case of a publicly held corporation, at least fifty-one (51%) of the stock which is owned by one or more eligible veterans, and whose control and management of the business including long-term goals for the company as well as day-to-day operations are controlled by one or more eligible veterans.

*Section 3. Certification Eligibility*

- (a) Only a firm owned by an Eligible Veteran(s) may be certified as a VBE.
  - (i) Ownership by one or more Eligible Veterans must be direct ownership.
  - (ii) A business or professional enterprise owned principally by another business entity that is in turn owned and controlled by one or more veterans would not qualify.
- (b) Only a firm that is managed and controlled by an Eligible Veteran(s) may be certified as a VBE.
- (c) For the purposes of this policy, there is no distinction between service-disabled (SDVBE) and non-service disabled veteran-owned businesses.

*Section 4. Contract Goals*

- (a) The standard participation goal for VBEs is three-percent (3%), unless otherwise specified in the Invitation to Bid. The participation goals are applicable to District contracts where the estimated total expenditure is in excess of \$100,000.00, or in a lesser amount as authorized by the Board of Commissioners.
- (b) VBE goals are separate from the Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), and Small Business Enterprise (SBE) goals.
- (c) VBE contract goals will only be applied to a contract when there are at least two (2) qualified VBE contractors or professional services consultants registered on the District's vendor list to perform the anticipated subcontracting functions of the contract.
- (d) VBE goals are separate from Minority-owned Business Enterprise (MBE), Women-owned Business Enterprise (WBE) and Small Business Enterprise (SBE) goals. An Eligible Veteran who is also an MBE, WBE, or SBE may be dual-utilized to fulfill both goals. However, the three-percent (3%) VBE goal must be accomplished in addition to the M/W/SBE goals set forth in a contract.

*Section 5. Good Faith Efforts*

The Contractor must undertake "**Good Faith Efforts**" to ensure that qualified VBE firms are utilized in the performance of the contract and provide maximum opportunities for VBE participation, notwithstanding the fact that the Contractor may have the capability to complete the project without the use of subcontractors.

*Section 6. VBE Commitment Form Submission*

Complete the **VBE COMMITMENT FORM**.

- (a) Provide the names, contact information and qualifications for the prospective VBE firms that you plan to use. Delineate the various anticipated categories and/or disciplines of work/services to be provided by VBE firms.

- (b) Summarize Contractor's or Consultant's commitment to comply with the VBE goals regarding this project.
- (c) Where a Contractor or Consultant is a business owned and controlled by a VBE or where the Contractor or Consultant utilizes a VBE in a joint venture or as a subcontractor, a Contractor or Consultant may count toward the achievement of its VBE goals the utilization of any VBE that also satisfies the definition of a SBE, as set forth in the Revised Appendix D or Appendix A, as applicable to construction or professional services contracts.

*Section 7. Effective Date*

This policy is effective on January 1, 2019, and applies only to qualifying contracts advertised after the effective date.

RDB/MTC/PJS/ps

Adopted by Order of the Board November 15, 2018

**EXHIBIT 6**  
**M/W/SBE UTILIZATION PLAN**

**METROPOLITAN WATER RECLAMATION DISTRICT OF  
GREATER CHICAGO**

**MBE, WBE, SBE UTILIZATION PLAN**

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(s); WBE - Section 5(cc); SBE - Section 5(w).

**NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE, WBE, SBE Subcontractor's Letter of Intent furnished to all MBEs, WBEs, and SBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE, WBE, SBE Utilization Plan and all signed MBE, WBE, SBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.**

**All Bidders must sign the signature page UP-5 of the Utilization Plan, even if a waiver is requested.**

Name of Bidder: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Affirmative Action Contact & Phone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Total Bid: \_\_\_\_\_

**MBE, WBE, SBE UTILIZATION PLAN AND ALL SIGNED MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT MUST BE COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!**

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

**MBE UTILIZATION**

Name of MBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

**The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !**

**MBE UTILIZATION**

Name of MBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

**The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !**

**MBE UTILIZATION**

Name of MBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

**The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !**

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

**WBE UTILIZATION**

Name of WBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

**The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !**

**WBE UTILIZATION**

Name of WBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

**The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !**

**WBE UTILIZATION**

Name of WBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

**The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !**

(Attach additional sheets as needed)

**SBE UTILIZATION**

Name of SBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

**The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!**

**SBE UTILIZATION**

Name of SBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

**The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!**

**SBE UTILIZATION**

Name of SBE and contact person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work, Services or Supplies to be provided: \_\_\_\_\_

CONTRACT ITEM NO.: \_\_\_\_\_

Total Dollar Amount Participation: \_\_\_\_\_

(Attach additional sheets as needed)

**The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!**

## SIGNATURE SECTION

On Behalf of \_\_\_\_\_ I/We hereby acknowledge that  
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Authorized officer*

ATTEST:

\_\_\_\_\_  
*Print name and title*

\_\_\_\_\_  
*Secretary*

\_\_\_\_\_  
*Phone number*

**1) The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.**

**2) Failure to do so will result in a nonresponsive bid and rejection of the bid.**

**3) If a waiver is requested, the bidder must also complete the following "WAIVER REQUEST FORM."**

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

## WAIVER REQUEST FORM

**If a waiver is requested, the Bidder is required to sign and execute this page.**

Contract No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Contact Person and Phone Number: \_\_\_\_\_

With respect to the contract specified above, the Bidder hereby requests a total or partial waiver of the requirement that, pursuant to Section 12 (a)-(d) of the Affirmative Action Ordinance, Revised Appendix D, it files a MBE, WBE, SBE Utilization Plan or achieve a particular goal for MBE, WBE, SBE participation in the contract. The reasons for the request are as follows:

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

On Behalf of \_\_\_\_\_ I/We hereby acknowledge that  
(name of company)

I/WE have read Affirmative Action Ordinance, Revised Appendix D, will comply with the provisions of Affirmative Action Ordinance, Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed in the MBE, WBE, SBE Utilization Plan in the performance of this contract and have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Waiver Request Form are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized officer

ATTEST:

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Phone number

### **NOTE TO BIDDERS**

All Waiver requests are evaluated carefully by the District. **The evaluation is based on your firm's documented GOOD FAITH EFFORTS.**

**The GOOD FAITH EFFORTS MUST be Undertaken PRIOR to your bid submittal to the District.**

Good Faith Efforts are identified on pp. D15-D16, Section 12. Utilization Plan Submission (e), (i) (i)-(xi).

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

# MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) \_\_\_\_\_ and the MWRDGC

RE: Contract Name: (Insert Name) \_\_\_\_\_

Contract Number: (Insert Number) \_\_\_\_\_

From: (Name of MBE/WBE/SBE Firm) \_\_\_\_\_

MBE:	Yes	___	No	___
WBE:	Yes	___	No	___
SBE:	Yes	___	No	___

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

\_\_\_\_\_

If more space is needed to fully describe the MBE/WBE/SBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$ \_\_\_\_\_  
(Written in Figures) \_\_\_\_\_ (Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

\_\_\_\_\_  
(Signature of Owner, President or Authorized Agent of MBE/WBE/SBE)

\_\_\_\_\_  
Name/Title (Print)

Date \_\_\_\_\_ Phone \_\_\_\_\_

**THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID.  
FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND  
REJECTION OF THE BID.**

All bidders shall submit with the Bid, copies of MBE, WBE, SBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE, WBE, and SBE listed in its MBE, WBE, SBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE, WBE, and SBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE, WBE, SBE is a MBE, WBE or SBE within the meaning of this Revised Appendix D. Failure to submit the MBE, WBE, SBE Subcontractor's Letter of Intent signed by each MBE, WBE, SBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE, WBE, SBE Subcontractor's Letter of Intent must conform to the MBE, WBE, SBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE, WBE, SBE Subcontractor's Letter of Intent will be acceptable.

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!

**EXHIBIT 7**  
**VBE COMMITMENT FORM**

**VBE COMMITMENT FORM**

1. Name of VBE: \_\_\_\_\_  
Identify MBE, WBE, SBE Status: \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
eMail Address: \_\_\_\_\_  
Dollar Amount of Participation: \$ \_\_\_\_\_ Percent of Participation: \_\_\_\_\_ %  
Scope of Work: \_\_\_\_\_

---

2. Name of VBE: \_\_\_\_\_  
Identify MBE, WBE, SBE Status: \_\_\_\_\_ Address: \_\_\_\_\_  
City, State Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
eMail Address: \_\_\_\_\_  
Dollar Amount of Participation: \$ \_\_\_\_\_ Percent of Participation: \_\_\_\_\_ %  
Scope of Work: \_\_\_\_\_

---

3. Name of VBE: \_\_\_\_\_  
Identify MBE, WBE, SBE Status: \_\_\_\_\_ Address: \_\_\_\_\_  
City, State Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
eMail Address: \_\_\_\_\_  
Dollar Amount of Participation: \$ \_\_\_\_\_ Percent of Participation: \_\_\_\_\_ %  
Scope of Work: \_\_\_\_\_

---

4. Name of VBE: \_\_\_\_\_  
Identify MBE, WBE, SBE Status: \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
eMail Address: \_\_\_\_\_  
Dollar Amount of Participation: \$ \_\_\_\_\_ Percent of Participation: \_\_\_\_\_ %  
Scope of Work: \_\_\_\_\_

Attach a copy of qualifications for each VBE firm

**EXHIBIT 8**  
**AFFIRMATIVE ACTION STATUS REPORT**

## AFFIDAVIT - AFFIRMATIVE ACTION STATUS REPORT

**Notice: This report is required to be submitted at 25%, 50%, 75%, and 100% completion of construction.**

Contract Title: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Prime Contractor's Name: \_\_\_\_\_

Prime's Contact Name: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Prime's Contact Phone #: (     ) \_\_\_\_\_ Status Report No.: 25% - 50% - 75% - 100%  
(CIRCLE ONE)

In connection with the above-captioned contract:

For each MBE, WBE, and SBE subcontractor, including third tier contracts awarded by your MBE/WBE/SBE company, describe the work or goods or services provided in relation to this contract (indicate line items, if applicable) performed during the report period.

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT. I CERTIFY THAT THE ABOVE NAMED FIRMS WERE AWARDED CONTRACT(S), PERFORMED THE WORK WITH THEIR OWN FORCES, AMOUNTS LISTED ARE ACCURATE AND PAYMENTS WERE MADE IN ACCORDANCE WITH CONTRACTUAL OBLIGATIONS. CANCELLED CHECKS AND/OR SUPPORTING INFORMATION WILL BE ON FILE FOR INSPECTION OR AUDIT.**

Name of Affiant: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Signature of Affiant)

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

State of \_\_\_\_\_ County (City) of \_\_\_\_\_

This instrument was SUBSCRIBED and SWORN TO before me on \_\_\_\_\_

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

**EXHIBIT 9**

**OPERATION AND MAINTENANCE PLAN, INSPECTION LOG**

**VILLAGE OF MAYWOOD**  
**OPERATION & MAINTENANCE PLAN FOR**  
**GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS**

**Inspection Schedule**

By December 31<sup>st</sup> of each year following final completion of the Project, the Village must prepare and submit to MWRDGC a report using the inspection form attached to this Operation & Maintenance (O&M) Plan detailing its annual inspection, signed by the head of the department responsible for maintenance duties. The report must also include clear photographs that show the condition of the entire Project area. For the first three years, MWRDGC and the Village will conduct joint annual inspections. Beginning in the fourth year and continuing through the required maintenance cycle indicated in the IGA, the Village will conduct solo inspections to ensure the work as described in this O&M Plan is being properly conducted.

**Permeable Pavement Systems O&M Plan**

The minimum Operation & Maintenance (O&M) requirements outlined in this document shall be incorporated into the Village's inspection and maintenance regimen and shall contain specific information for each Best Management Practice (BMP). Upon completion of project construction, the following O&M procedures shall take effect and be conducted per the terms of the IGA from the date that construction was completed.

1. Permeable pavement systems shall be inspected annually and after a rainfall exceeding 1.5 inches. Any corrective actions determined in the inspection should be performed in a timely manner. Inspections shall follow the attached Inspection Form.
  - a. Joint filler in a permeable pavement system must be kept flush with the top of brick.
  - b. Remove any vegetation growth.
  - c. Inspect observation wells verify that the aggregate storage reservoir is drawing down effectively.
  - d. Inspect all drainage structures for proper operation.
  - e. Repair any settlement, deformations or cracking that are significant enough to adversely impact the function of the overall permeable pavement system.
2. The Owner shall keep records of all inspections and significant maintenance activities.
3. Landscaped areas adjacent to permeable pavement systems shall be maintained to prevent soil or other debris from clogging the permeable pavement system.
4. Surface cleaning of the permeable pavement shall occur at least three (3) times per year (Spring, Summer, and Fall) and following any rainfall exceeding 1.5 inches.
5. Winter de-icing solutions such as beet juice molasses, calcium chloride and sodium chloride are acceptable, except on permeable concrete. Unacceptable solutions include sand, magnesium chloride, calcium magnesium acetate, potassium chloride, and potassium acetate.
6. The following activities shall be prohibited from occurring on the permeable pavement surface:
  - a. Temporary or permanent stockpiling of soil or other material that can potentially cause or contribute to clogging.
  - b. Application of pavement seal-coating.
  - c. Application of excessive load, so as to cause cracking and deformation.
  - d. Application of sand for improving traction.
  - e. Application of salt on permeable concrete.
  - f. Applications of chemicals for weed control

<b>Inspection Log for Permeable Pavements</b>		
<ul style="list-style-type: none"> <li>Refer to the "Village of Maywood's Operation &amp; Maintenance Plan for Green Infrastructure Alley Improvements" for detailed requirements.</li> <li>Inspection of the permeable pavement system is required at least once per year and after significant rainfall events exceeding 1.5 inches</li> </ul>		
<b>Inspector:</b> <b>Date:</b> _____ <b>Time:</b> _____ <b>Time Passed Since Last Rain Event:</b> _____		<b>Project #:</b> <b>Project Name:</b> _____
<b>Permeable/Porous Pavement Area:</b> <b>General Site Conditions:</b> _____		
Inspection Items	Satisfactory (S) or Unsatisfactory (U)	Comments/Corrective Action, Issue Location
<b>Surface Infiltration</b>		
No sedimentation or signs of sedimentation on permeable pavement and between pavers in joint aggregate material		
No water ponding or evidence of ponding on permeable pavement		
Verify surface infiltration via garden hose test at areas where sedimentation and/or ponding are suspected		
<b>Pavement Condition</b>		
No evidence of deterioration		
No cuts from utilities visible		
No evidence of improper load applied (deformation, settlement or cracking)		
No stockpiling of materials and no seal coating		
No vegetation growth between paver joints (if applicable)		
Joint material filled to "lip" of pavers (if applicable)		
Depth between top of joint material and top edge of paver = _____		
<b>Controlling Run-On</b>		
Adjacent vegetated areas show no signs of erosion and run-on to permeable pavement		
<b>Salt/Deicing (Early Spring only)</b>		
No evidence for the use of traction sand		
Piles of accumulated salt removed in spring		
<b>Drainage Structure Inspection (Early Spring/Late Fall/After &gt;1.5 inches of rainfall)</b>		
No evidence of blockage		
Good condition, no need for cleaning/repair		
Observation wells show water has drained within 72 hours		
<b>Signage</b>		
Signage for appropriate traffic load, no stockpiling, no seal coating and other required District signage.		
<b>Additional Comments, Recommendations:</b>		

**EXHIBIT 10**

**PROJECT SITE PROPERTY INTEREST DOCUMENTS OR AFFIDAVIT**

STATE OF ILLINOIS  
COUNTY OF COOK

**AFFIDAVIT OF OWNERSHIP**

\_\_\_\_\_, being first duly sworn on oath, deposes and says:  
(Print Name of Affiant)

1. I am the \_\_\_\_\_ of the Village of Maywood, and duly authorized to  
(Print Title)

execute and deliver this affidavit to the Metropolitan Water Reclamation District of Greater Chicago (“District”) for the purpose of establishing the dedication of, or ownership over, the Project site for which the parties have entered into an Intergovernmental Agreement (“IGA”), described and referred to as:

**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 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN  
MAYWOOD, ILLINOIS**

\_\_\_\_\_  
(IGA Title)

2. I caused a search of reasonably accessible real property records to be conducted, and that no evidence of dedication, perpetual easement, or ownership of the Project site was found, thus necessitating execution of this affidavit.
3. The Village of Maywood represents that the site on which the Project will be constructed (“Project site”) lies entirely within a dedicated public right-of-way, perpetual easement, or property owned solely by the Village and is located at:

*The following locations as depicted in Exhibit 1.*

- *Alley No. 313 – “T” Alley bounded by 20<sup>th</sup> Avenue, 19<sup>th</sup> Avenue, Washington Boulevard, and Randolph Street*
- *Alley No. 415 - North-South Alley between 12<sup>th</sup> Avenue, 11<sup>th</sup> Avenue, Washington Boulevard, and Randolph Street*
- *Alley No. 432 - North-South Alley between 16<sup>th</sup> Avenue, 15<sup>th</sup> Avenue, Madison Street, and Warren Street*

\_\_\_\_\_  
(Print Street Address)\*

4. The Village represents that the most current Cook County Tax map (also known as “Sidwell map”) depicting the area(s) encompassing the entire Project site can be found at [www.cookcountyclerk.com](http://www.cookcountyclerk.com) and confirms paragraph 3 above.

5. The Village represents that it will maintain an exclusive and uninterrupted property interest the Project site as a dedicated public right-of-way, perpetual easement, or solely owned property for the duration of the IGA term.
6. The Village will immediately advise the District in writing of changes or modifications to the information disclosed in this Affidavit.
7. This Affidavit is made for the purpose of complying with Article 4, paragraph 1 of the IGA.

ATTEST:

\_\_\_\_\_ (Affiant)

\_\_\_\_\_ Clerk \_\_\_\_\_ Date

**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 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN  
MAYWOOD, ILLINOIS**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago (“MWRDGC”), a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois, and the Village of Maywood (“Village”), a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois. Together, the MWRDGC and the Village may be referred to as the “Parties” and each individually as a “Party.”

**WITNESSETH:**

**WHEREAS**, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; and

**WHEREAS**, the Act, as amended, declares that stormwater management in Cook County, Illinois is under the general supervision of the MWRDGC; and

**WHEREAS**, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing the MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County, Illinois; and

**WHEREAS**, one component of the MWRDGC’s stormwater management program includes green infrastructure, which is defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to sewer systems or to surface waters as set forth at 33 U.S.C. § 1362 (27); and

**WHEREAS**, the MWRDGC is committed to implementing a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of the consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No.

1:11-cv-08859 (N.D. Ill. 2014), and the MWRDGC's formal commitment in this Agreement is intended to satisfy that obligation; and

**WHEREAS**, the Village is located within the boundaries of Cook County, Illinois; and

**WHEREAS**, pursuant to the applicable provisions of the Illinois Municipal Code, including 65 ILCS 5/11-110 (Flood Control And Drainage), 5/11-124 (Water Supply And Sewage Systems), and 5/11-129 (Waterworks Systems In Municipalities Of Less Than 500,000), the Illinois Environmental Protection Act, 415 ILCS 5, the Illinois Administrative Code and Article VII (Local Government), Section 6 (Powers Of Home Rule Units) of the 1970 Illinois Constitution, the Village is empowered to construct and maintain green infrastructure and manage water, sewers, and stormwater within its corporate limits; and

**WHEREAS**, the Village proposes constructing three permeable alleys using permeable pavers in the following locations in Maywood, Illinois, for the public benefit of reducing flooding and providing green infrastructure in the general area ("Public Benefit"): one "T" alley bounded by 20th Avenue, 19th Avenue, Washington Boulevard, and Randolph Street; one north-south alley between 12th Avenue, 11th Avenue, Washington Boulevard, and Randolph Street; and one north-south alley between 16th Avenue, 15th Avenue, Madison Street, and Warren Street; and

**WHEREAS**, the proposed green infrastructure installations at the above-cited location(s) will further the MWRDGC's goal of informing the public of the value of green infrastructure and will provide the total design retention capacity set forth in Article 2 of this Agreement, which is in addition to any retention capacity that the Village must comply with under local, regional, state, or other regulations for stormwater management; and

**WHEREAS**, the Village intends to design, construct, operate, maintain, and own the proposed green infrastructure installations; and

**WHEREAS**, the Village's plans to construct the proposed green infrastructure installations may be accomplished more effectively, economically, and comprehensively with the Village and the MWRDGC cooperating and using their joint efforts and resources; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

**WHEREAS**, on March 17, 2022, the MWRDGC’s Board of Commissioners authorized the MWRDGC to enter into an intergovernmental agreement with the Village; and

**WHEREAS**, on April 19, 2022, the Mayor and Board of Trustees of the Village authorized the Village to enter into an intergovernmental agreement with the MWRDGC; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the Village and the MWRDGC agree as follows:

**Article 1. Incorporation of Recitals**

The above recitals are incorporated by reference and made a part of this Agreement.

**Article 2. Scope of Work**

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of permeable alleys (“Project”). These improvements are categorized by the MWRDGC as “green infrastructure.”
2. The Village, at its sole cost and expense, will prepare construction drawings, specifications, and details (“Construction Documents”) for the Project.
3. The Project will be constructed to maximize the design retention capacity. The green infrastructure components of the Project will be designed to capture a minimum of one hundred forty-six thousand five hundred twenty-six (146,526) gallons of stormwater in any given rain event.
4. The Project will realize the Public Benefit of helping to alleviate flooding by, among other things, routing runoff from impervious tributary areas to the green infrastructure installation so as to reduce flooding and ponding located within and around the Project area, as shown in Exhibit 1.

5. The Village will provide the MWRDGC with a copy of thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents for the MWRDGC's approval as to the Public Benefit.
6. Upon execution of this Agreement and until commencement of Project construction, the Village will provide monthly updates to the MWRDGC on (1) the status and progress of Project design and (2) the schedule for Bid Advertisement and Award for the Project.
7. The MWRDGC will review and provide written comments to the Village as to the Public Benefit within thirty (30) calendar days of receipt of the thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents. The Village will incorporate the MWRDGC's review comments into the Construction Documents. At the ninety-eight percent (98%) completion stage, the Village shall include a detailed opinion regarding probable cost of construction and shall include a breakdown of design, construction, construction engineering, and any other Project-related costs incurred or that the Village expects to incur.
8. Upon award of any Project-related construction contracts, the Village will provide monthly updates to the MWRDGC as to (1) construction progress and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days upon final completion of the Project construction. Also, upon award, the Village will also provide the following to the MWRDGC: (1) a copy of its bid advertisement, including all newspaper, on-line, or any other media utilized by the Village; (2) a summary or tabulation of bids received; and (3) a copy of the Village's approval, resolution, or equivalent awarding the contract.
9. After construction, the Village will provide the MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.
10. The MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based upon the MWRDGC's review of the final Construction Documents including any addenda, change orders, shop drawings, or field changes it determines that the Project will not provide sufficient design retention capacity and the intended Public Benefit.

11. Although the MWRDGC will reimburse the Village for a portion of the Project, the Village bears sole responsibility for the overall cost, expense, and payment for the Project, which the Village will construct in accordance with the final Construction Documents.
12. To the extent practicable, the Village, its agents, contractors, or employees will use the MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, the MWRDGC will provide biosolids free of charge. The Village may be required to arrange and pay for the transportation necessary to deliver the biosolids to the Project area.
13. The Village will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village will consider and act in general accord with the applicable standards of the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached to this Agreement as Exhibit 2), when advertising and awarding the construction contracts. The Village will also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event will the Village's requirements fall below the MWRDGC's applicable general standards. Although the Village need not include the attached Exhibit 2 as part of its bid documents, the Village is responsible for ensuring that these applicable minimum requirements are met.
14. The Village agrees that the Project is a "Covered Project" as defined in the MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 3). As such, the Village agrees to be obligated as the MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event will the Village's requirements fall below the standards for "Covered Projects" detailed in it. Although the attached Exhibit 3 need not be included as part of the Project's bid documents, the Village is responsible for ensuring that its applicable minimum requirements are met.

15. The Village must comply with the applicable portions of the MWRDGC's Affirmative Action Ordinance and Diversity Policies. Revised Appendix D governs Affirmative Action goal requirements for subcontracting with Minority, Women, and Small Business Enterprises (attached to this Agreement as Exhibit 4). Appendix V governs the diversity policy requirements for subcontracting with Veteran-owned Business Enterprises (attached to this Agreement as Exhibit 5.) Collectively these goals are referred to as "participation goals."
16. The Village **must** meet the following participation goals applicable to the Project before construction is completed:
- a. twenty percent (20%) of the total amount of reimbursement provided by the MWRDGC for the Project must be applied to work performed by Minority-owned Business Enterprises ("MBE"); and
  - b. ten percent (10%) of the total amount of reimbursement provided by the MWRDGC for the Project must be applied to work performed by Women-owned Business Enterprises ("WBE"); and
  - c. ten percent (10%) of the total amount of reimbursement provided by the MWRDGC for the Project must be applied to work performed by Small Business Enterprises ("SBE").
17. The Village **should** meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement provided by the MWRDGC for the Project should be applied to work performed by Veteran-owned Business Enterprises ("VBE").
18. The determination as to whether the Village has complied with the requirements of this Agreement by attaining the MWRDGC's participation goals is solely in the MWRDGC's discretion. If the Village fails to attain each goal as determined by the MWRDGC, the MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to attain the participation goal(s).
19. The Village will provide the MWRDGC access to inspect, with reasonable notice, any records or documentation related to the Village's compliance with the MWRDGC's participation goals and requirements.
20. To evidence compliance with the MWRDGC's participation goals, the Village must submit the following items to the MWRDGC's Diversity Administrator prior to the start of

construction: (1) a completed Utilization Plan for MBE/WBE/SBE participation, attached to this Agreement as Exhibit 6 and a completed VBE Commitment Form, attached to this Agreement as Exhibit 7 and (2) a current letter from a certifying agency that verifies as appropriate the MBE/WBE/SBE/VBE status of each vendor listed as a subcontractor on the MBE/WBE/SBE Utilization Plan and VBE Commitment Form. A certification letter will be deemed current so long as its expiration date is after the date of the Utilization Plan or Commitment Form. Failure to timely submit a Utilization Plan, Commitment Form, or certifying letter may result in a payment delay or denial.

21. Together with each and every reimbursement request, the Village must submit to the MWRDGC the following: (1) a MBE/WBE/SBE and VBE Status Report (“Status Report”), attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay or denial.
22. The Village will comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor’s official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of this Agreement.
23. The Village, at its sole cost and expense, will provide (1) the final design of the Project; (2) land acquisition and remediation, if any; and (3) construction oversight and administrative support for the Project.
24. The Village will submit an Operation and Maintenance Plan (“O&M Plan”) for the MWRDGC’s review and approval. The O&M Plan will be included as part of the Agreement as Exhibit 9. At its sole cost and expense, the Village will operate and maintain the Project in accordance with the O&M Plan.
25. The MWRDGC will reimburse the Village for seventy percent (70.0%) of the total construction cost of the Project, but in no event will that amount exceed Five Hundred Forty-One Thousand Eight Hundred and 00/100 Dollars (\$541,800.00) (“Maximum Reimbursement Amount”). For purposes of this Agreement, “construction” will mean all work necessary to build the Project as depicted in the Construction Documents. The Village

will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. The Village will be solely responsible for change orders, overruns, or any other increases in the cost of the Project. All funding provided by the MWRDGC will be exclusively to reimburse the Village for construction of the Project.

26. The MWRDGC will disburse funds to the Village in accordance with the following schedule:
- a. Fifty percent (50%) of the Maximum Reimbursement Amount at receipt of reimbursement request for fifty percent (50%) completion of construction; and
  - b. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover the MWRDGC's share of the total construction cost as detailed in Article 2.25 will be paid upon receipt of invoices for final completion and after final inspection by the MWRDGC.

The Village must submit invoices for the representative percentage of construction within thirty (30) calendar days of meeting its respective completion percentage, through fifty percent (50%) completion, and within sixty (60) calendar days of final completion for the final reimbursement cost. The MWRDGC will only pay invoices submitted in strict accordance with the foregoing schedule. The MWRDGC may opt not to pay any late reimbursement requests or invoices.

27. The MWRDGC's Maximum Reimbursement Amount under this Agreement is based on the funding amount that the MWRDGC's Board of Commissioners approved and appropriated for the calendar year in which the Agreement is executed. Any additional funding from the MWRDGC beyond that which was approved and appropriated for the initial calendar year is subject to the approval of the MWRDGC's Board of Commissioners.
28. The Village is responsible for all other Project costs including engineering, property acquisition, other design-related costs, construction inspection, and the remainder of the construction cost that is not reimbursed by the MWRDGC.
29. As a condition for reimbursement, the Village must submit copies of construction invoices to the MWRDGC for review along with the respective reimbursement requests.

### **Article 3. Permits and Fees**

1. Federal, State, and County Requirements. The Village will obtain all federal, state, county, and local permits required by law for the construction of the Project and will assume any costs in procuring said permits. Additionally, the Village will obtain all consents and approvals required by federal, state, and county regulations for the construction of the Project and will assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Village will obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 5 of this Agreement.

### **Article 4. Property Interests**

1. If the Project Site is located entirely within a right of way, perpetual easement, or on other property represented to be owned solely by and within the Village, prior to execution of this Agreement, the Village must have an enforceable property interest in the Project Site and provide proof of that interest to the MWRDGC. If the Project Site is situated entirely in a right of way, perpetual easement, or on other property owned solely by and within the Village, and no proof of dedication, perpetual easement, or ownership is available, the Village may request and submit the form affidavit that the MWRDGC will provide upon request, which must be executed by an authorized officer of the Village. Acceptance of the affidavit is at the MWRDGC's discretion. Exhibit 10 appended to this Agreement contains the executed affidavit or, in the alternative, all relevant documentary evidence of dedication, perpetual easement, or ownership.
2. For all surrounding property impacting or being impacted by the Project, prior to starting construction of the Project, the Village will acquire any temporary or permanent easements, license agreements, or fee simple title necessary for access to the Project Site as well as construction and maintenance of the Project. Any property interests acquired by the Village must be consistent with the MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5 of this Agreement.
3. Should acquisition of property interests via condemnation be necessary, the Village will incur all associated costs, including purchase price and easement fees, as well as any

attorney's fees. When necessary, the Village will be required to provide relocation assistance consistent with the obligations of all applicable state and federal law.

4. If it is determined during the design and/or construction phases of the Project, as performed by the Village, that hazardous substances are located in, on, or under the Project Site, the Village must notify the MWRDGC in writing within fourteen (14) calendar days of this information becoming available. Following notification, the Village and the MWRDGC will meet to determine if it is appropriate for the Project to proceed. If the MWRDGC decides to proceed with the Project, the Village shall be responsible for all Project Site remediation which must be performed consistent with all applicable state and federal law.
5. The Village will record all easements, licenses, or deeds acquired for the Project.
6. The Village will own all the improvements constructed for the Project. Nothing in this Agreement creates an ownership or property interest for the MWRDGC in any part of the Project.
7. The Village may not lease, sell, or transfer the Project Site or property owned by the Village that is necessary for construction, maintenance, and access to the Project Site, in whole or part, to a third-party during the term of the IGA without the MWRDGC's prior written approval. The Village must provide the MWRDGC with at least sixty (60) calendar days' written notice of the date on which it intends to execute a lease, sell, or transfer the property. Failure to comply with this Subsection of the Agreement during the construction phase of the Project may result in termination by the MWRDGC pursuant to Article 8 of this Agreement and may require the Village to return all or a portion of the funds received from the MWRDGC, at the MWRDGC's discretion. Alternatively, failure to comply with this Subsection during the maintenance phase of the Project may result in the MWRDGC seeking full or partial repayment of funds provided to the Village from the MWRDGC for the Project, subject to the MWRDGC's discretion.

#### **Article 5. Maintenance**

1. The Village, at its sole cost and expense, will maintain the Project in accordance with the MWRDGC-approved O&M Plan for at least twenty-five (25) years and must ensure that the Project perpetually provides the intended Public Benefit or that the Village replaces the

Project after twenty-five (25) years with improvements that provide equal or greater stormwater benefit to the public.

2. The Village must conduct annual inspections to ensure adequate maintenance of the Project in accordance with the O&M Plan approved by the MWRDGC. The Village will prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended Public Benefit. The annual inspection report must either be stamped by a Professional Engineer licensed by the State of Illinois or signed by the head of the department responsible for maintenance duties. The stamped or signed annual inspection report will be provided to the MWRDGC within thirty (30) calendar days of completion.
3. The MWRDGC will have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of the MWRDGC, the MWRDGC may issue a written notice by certified, registered, or electronic mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) calendar days after such notice, the MWRDGC may cause such maintenance to be performed and the Village will pay the MWRDGC the entire cost that the MWRDGC incurred to perform the required maintenance.
5. In addition to Subsection 4 above, if the MWRDGC determines that the Village has failed to maintain the Project's improvements to provide the intended Public Benefit, the MWRDGC may require the Village to repay some or all of the funding that the MWRDGC provided under this Agreement. The amount of repayment is at the sole discretion of the MWRDGC. However, this paragraph shall not apply if, after twenty-five (25) years, the Village replaces the Project with improvements that are deemed by the MWRDGC to have equal or greater Public Benefit.
6. In performing its obligations under this Article, the Village will comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 4 of this Agreement.

## **Article 6. Notification**

1. Bid Advertisement. The Village will provide the MWRDGC with thirty (30) calendar days' notice prior to Bid Advertisement for the Project.
2. Construction. The Village will provide the MWRDGC with a construction schedule and a minimum of seventy-two (72) hours' notice before the following project milestones:
  - Start of work
  - Substantial completion
  - Completion of work

## **Article 7. Notification to Residents (Public Outreach)**

1. The Village will permanently display signs at location(s) in the vicinity of the Project that are present and visible to the community setting forth the following information: "This project is a joint effort between the Village of Maywood and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management." The signs will be maintained by the Village and will include educational information about the benefits of green infrastructure. The MWRDGC will provide examples of signage used for similar projects upon request.
2. The Village will maintain on its website a hyperlink leading to the URL for the MWRDGC's website (<http://www.mwrdd.org>).
3. The Village will advertise on its website—or, alternatively, in newsletters, bills, payment receipts, fliers, social media posts, or other mediums, electronic or otherwise—any upcoming MWRDGC-affiliated community events that are scheduled to occur within the Village's geographic boundaries or jurisdiction at least two (2) weeks in advance of their scheduled occurrence or within two (2) weeks after notice of their scheduled occurrence is transmitted to the Village's representative designated pursuant to Subsection 6 of this Article.
4. The Village shall notify the MWRDGC of its intent to hold any ceremonies and public outreach or educational events related to the Project (e.g. groundbreaking, ribbon cuttings, open houses, community fairs, etc.) at least two (2) weeks prior to the planned event date. Upon request, the MWRDGC may co-host and/or provide any materials or equipment to be utilized at any Project-related events.

5. On the last business day of every month, the Village will submit to the MWRDGC a report detailing the following:
  - Any MWRDGC-affiliated community events advertised in the preceding thirty (30) calendar days pursuant to the preceding subsection (if none, then the report will so state); and
  - The timeframe during which those advertisements were transmitted; and
  - The mediums utilized to transmit those advertisements.
6. Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact in all matters under this Article including, but not limited to, notices or advertisements of upcoming MWRDGC-affiliated events and, in addition to the individuals named in Article 26 of this Agreement, will be entitled to receipt of notice in all matters under this Article.

For the MWRDGC:  
 Public & Intergovernmental Affairs  
 Officer  
 Metropolitan Water Reclamation  
 District of Greater Chicago  
 100 East Erie Street  
 Chicago, Illinois 60611  
 Phone: (312) 751-6626  
 Email: publicaffairsinfo@mwrld.org

For the Village:  
 Ms. Chasity Wells-Armstrong  
 Village Manager  
 Village of Maywood  
 40 Madison Street  
 Maywood, Illinois, 60153  
 Phone: (708) 450-6300  
 Email: cwells-armstrong@maywood-il.org

Each Party agrees to promptly notify the other Party of any change in its designated representative under this Article, which notice will include the name, address, telephone number, and electronic mail address of the representative for such Party for the purpose of providing notice.

7. The rights, duties, and obligations of this Article - with the exception of those set forth in Subsection 1 - will automatically terminate upon the MWRDGC's final payment to the Village under the provisions of this Agreement.

#### **Article 8. Termination**

1. Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 25 of this Agreement, terminate this Agreement as it pertains to the entire Project. The Village will return all

Project-related funds received from the MWRDGC no later than fourteen (14) calendar days following its termination of the Agreement.

2. Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 25 of this Agreement, terminate this Agreement as it pertains to the entire Project. The MWRDGC may also terminate this Agreement if: (a) the Village does not award construction of the Project within six (6) months from the date of execution of the IGA or (b) the Project is not completed in accordance with the Construction Documents within one (1) year of the Village's initial award of a construction contract related to the Project. If the MWRDGC elects to terminate this Agreement based upon expiration of the one (1) year completion period, then the Village must return all funds provided by the MWRDGC within fourteen (14) calendar days of termination. In its sole discretion, the MWRDGC may approve an extension prior to the expiration of the six (6) month award period or one (1) year completion period for delays outside the Village's control and where the Village has made good faith efforts to advance the Project.
3. If during the term of this Agreement, either Party fails to comply with any of the provisions contained in this Agreement, the other Party may seek to terminate this Agreement upon thirty (30) calendar days' written notice. Upon receiving written notice of desire to terminate, the Parties shall commence discussion regarding conformance with the Agreement. If a resolution is reached, the Agreement shall proceed. If no resolution is reached, the Agreement shall be deemed terminated. Within thirty (30) calendar days of such termination, all funds received from the MWRDGC shall be returned, unless other arrangements are agreed upon in writing.

#### **Article 9. Effective Date**

This Agreement becomes effective on the date that the last signature is affixed to the signature pages.

#### **Article 10. Duration**

Subject to the terms and conditions of Article 8 of this Agreement, this Agreement will remain in full force and effect for perpetuity.

**Article 11. Non-Assignment**

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

**Article 12. Waiver of Personal Liability**

No official, employee, or agent of either Party to this Agreement will be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted in this Agreement, nor will he or she be held personally liable under any term, provision, or subsection of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

**Article 13. Indemnification**

The Village will defend, indemnify, and hold harmless the MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Parties") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Parties and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this Agreement or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

**Article 14. Representations of the Village**

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any

instrument to which the Village is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation; and

4. The funds allocated by the Village for this Project are separate from and in addition to the funds that the MWRDGC will provide under this Agreement.

#### **Article 15. Representations of the MWRDGC**

The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign on behalf of and to bind the MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of its terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRDGC or any instrument to which the MWRDGC is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation.

#### **Article 16. Disclaimers**

This Agreement is not intended, nor will it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement will be construed to establish a contractual relationship between the MWRDGC and any party other than the Village.

#### **Article 17. Waivers**

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver will be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

#### **Article 18. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this

Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**Article 19. Necessary Documents**

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary, to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village will provide the MWRDGC with a full-sized copy of “As-Built” drawings for the Project. The drawings will be affixed with the “As-Built” printed mark and must be signed by both the Village resident engineer and the contractor.

**Article 20. Compliance with Applicable Laws and Deemed Inclusion of Same**

The Parties agree to observe and comply with all federal, state, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement will comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights’ regulations, which is incorporated by reference in its entirety as though fully set forth in this Agreement.

The Village agrees that it will ensure that all contractors and sub-contractors that perform work on the Project are properly registered to transact business with the Illinois Secretary of State, are properly licensed for the work to be performed, and are properly insured during the entire term of this Agreement.

**Article 21. Entire Agreement**

This Agreement, and any exhibits or riders attached hereto, constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations may be implied that are not expressly set forth in this Agreement.

**Article 22. Amendments**

This Agreement cannot be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

**Article 23. References to Documents**

All references in this Agreement to any exhibit or document will be deemed to include all supplements and authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

**Article 24. Judicial and Administrative Remedies**

The Parties agree that this Agreement and any subsequent amendment will be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of the MWRDGC or the Village will be cumulative, and election by the MWRDGC or the Village of any single remedy will not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

**Article 25. Notices**

Unless otherwise stated in this Agreement, all notices given in connection with this Agreement will be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the addresses set forth in Article 26 of this Agreement. All notices will be sent by personal delivery, overnight messenger service, first class registered or certified mail with postage prepaid and return receipt requested, or by electronic mail. A written notice will be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight courier service, on the next business day following deposit with the overnight courier; (c) with respect to

notices sent by mail, two (2) calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (d) with respect to notices sent by electronic mail, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. In the heading of all notices, the Parties must identify the Project by stating as follows: "IGA between Village of Maywood and the MWRDGC for the Green Infrastructure Alley Improvements in Maywood".

The Parties must address all notices referred to in this Agreement, or that either Party desires to give to the other, as set forth in Article 26 or Article 7 of this Agreement, as applicable, unless otherwise specified and agreed to by the Parties.

**Article 26. Representatives**

Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement. For matters under Article 7 of this Agreement, notice must also be given to the individuals named in that Article as primary contacts.

For the MWRDGC:  
Director of Engineering

Metropolitan Water Reclamation District of  
Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611  
Phone: (312) 751-7905  
Email: oconnorc@mwrdd.org

For the Village:  
Village Manager, Ms. Chasity Wells-  
Armstrong  
Village of Maywood  
40 Madison Street  
Maywood, Illinois, 60153  
Phone: (708) 450-6300  
Email: cwells-armstrong@maywood-il.org

Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative's name, address, telephone number, and electronic mail address.

**Article 27. Interpretation and Execution**

1. The Parties agree that this Agreement will not be construed against a Party by reason of who prepared it.

2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties will execute this Agreement in quadruplicate with original signatures, unless the Parties otherwise agree to execute electronically.

**Article 28. Exhibits and Attachments**

The following Exhibits are attached and incorporated into this Agreement, with amended versions attached, as applicable:

- Exhibit 1:** Project Vicinity Map and Project Conceptual Drawing
- Exhibit 2:** MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24
- Exhibit 3:** MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) ("MPLA")
- Exhibit 4:** Affirmative Action Ordinance, Revised Appendix D
- Exhibit 5:** Veteran's Business Enterprise Contracting Policy, Appendix V
- Exhibit 6:** M/W/SBE Utilization Plan
- Exhibit 7:** VBE Commitment Form
- Exhibit 8:** Affirmative Action Status Report
- Exhibit 9:** Operation and Maintenance Plan, Inspection Log
- Exhibit 10:** Project Site property interest documents or Affidavit

The Metropolitan Water Reclamation District of Greater Chicago and the Village of Maywood, have executed this Agreement, by their authorized officers, duly attested and their seals affixed, as of the date of the last signature affixed hereto.

VILLAGE OF MAYWOOD

BY: \_\_\_\_\_  
Nathaniel George Booker, Mayor

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

ATTEST:

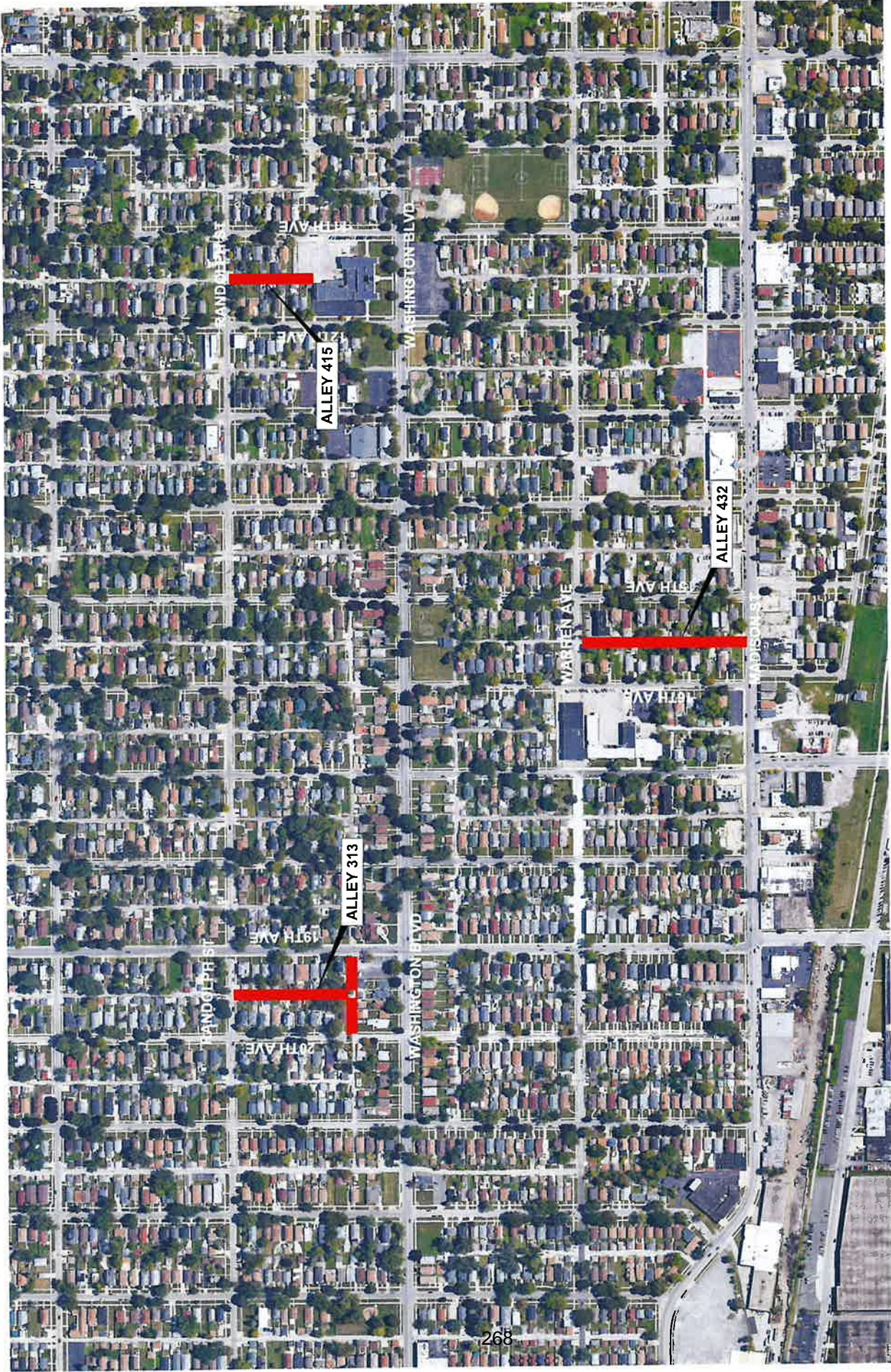
\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

Date \_\_\_\_\_



**EXHIBIT 1**  
**PROJECT VICINITY MAP AND CONCEPTUAL DRAWING**

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**2022 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS  
VILLAGE OF MAYWOOD**

**EXHIBIT 2**  
**MWRDGC'S PURCHASING ACT**

(70 ILCS 2605/11.1) (from Ch. 42, par. 331.1)

Sec. 11.1. Sections 11.1 through 11.24 of this amendatory Act of 1963 shall be known and may be cited as the "Purchasing Act for the Metropolitan Sanitary District of Greater Chicago."

(Source: P.A. 82-1046.)

(70 ILCS 2605/11.2) (from Ch. 42, par. 331.2)

Sec. 11.2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon in "An Act to create sanitary districts and to remove obstructions in the Des Plaines and Illinois rivers", approved May 29, 1889, as amended, the Metropolitan Sanitary District of Greater Chicago shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this amendatory Act of 1963.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.3) (from Ch. 42, par. 331.3)

Sec. 11.3. Except as provided in Sections 11.4 and 11.5, all purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold and made by or on behalf of the sanitary district for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, or the granting of any concession, shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder or to the highest responsible bidder, as the case may be, depending upon whether the sanitary district is to expend or receive money.

All such purchase orders or contracts which shall involve amounts that will not exceed the mandatory competitive bid threshold, shall also be let in the manner prescribed above whenever practicable, except that after solicitation of bids, such purchase orders or contracts may be let in the open market, in a manner calculated to insure the best interests of the public. The provisions of this section are subject to any contrary provisions contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended. For purposes of this Section, the "mandatory competitive bid threshold" is a dollar amount equal to 0.1% of the total general fixed assets of the district as reported in the most recent required audit report. In no event, however, shall the mandatory competitive bid threshold dollar amount be less than \$10,000 or more than \$40,000.

Notwithstanding the provisions of this Section, the sanitary district is expressly authorized to establish such procedures as it deems appropriate to comply with state or federal regulations as to affirmative action and the utilization of small and minority businesses in construction

and procurement contracts.  
(Source: P.A. 92-195, eff. 1-1-02.)

(70 ILCS 2605/11.4) (from Ch. 42, par. 331.4)

Sec. 11.4. Contracts which by their nature are not adapted to award by competitive bidding, such as, but not only, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the purchase or sale of utilities and contracts for materials economically procurable only from a single source of supply and leases of real property where the sanitary district is the lessee shall not be subject to the competitive bidding requirements of this Act. The sanitary district is expressly authorized to procure from any federal, state or local governmental unit or agency such surplus materials, as may be made available without conforming to the competitive bidding requirements of this Act. Regular employment contracts, whether classified in civil service or not, shall not be subject to the competitive bidding requirements of this Act.  
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.5) (from Ch. 42, par. 331.5)

Sec. 11.5. In the event of an emergency affecting the public health or safety, so declared by action of the board of trustees, which declaration shall describe the nature of the injurious effect upon the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The declaration shall fix the date upon which such emergency shall terminate. The date may be extended or abridged by the board of trustees as in its judgment the circumstances require.

The executive director appointed in accordance with Section 4 of this Act shall authorize in writing and certify to the director of procurement and materials management those officials or employees of the several departments of the sanitary district who may purchase in the open market without filing a requisition or estimate therefor, and without advertisement, any supplies, materials, equipment or services, for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of \$50,000; provided, that the director of procurement and materials management shall be notified of such emergency. A full written account of any such emergency together with a requisition for the materials, supplies, equipment or services required therefor shall be submitted immediately by the requisitioning agent to the executive director and such report and requisition shall be submitted to the director of procurement and materials management and shall be open to public inspection for a period of at least one year subsequent to the

date of such emergency purchase. The exercise of authority in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the board of trustees under the first paragraph of this Section. (Source: P.A. 95-923, eff. 1-1-09; 96-165, eff. 8-10-09.)

(70 ILCS 2605/11.6) (from Ch. 42, par. 331.6)

Sec. 11.6. The head of each department shall notify the director of procurement and materials management of those officers and employees authorized to sign requests for purchases. Requests for purchases shall be void unless executed by an authorized officer or employee and approved by the director of procurement and materials management. Requests for purchases may be executed, approved and signed manually or electronically.

Officials and employees making requests for purchases shall not split or otherwise partition for the purpose of evading the competitive bidding requirements of this Act, any undertaking involving amounts in excess of the mandatory competitive bid threshold.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.7) (from Ch. 42, par. 331.7)

Sec. 11.7. All proposals to award purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold shall be published at least 12 calendar days in advance of the date announced for the receiving of bids, in a secular English language newspaper of general circulation in said sanitary district and shall be posted simultaneously on readily accessible bulletin boards in the principal office of the sanitary district. Nothing contained in this section shall be construed to prohibit the placing of additional advertisements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail either in the advertisement itself or by reference to plans, specifications or other detail on file at the time of publication of the first announcement, to enable the bidders to know what their obligation will be. The advertisement shall also state the date, time and place assigned for the opening of bids. No bids shall be received at any time subsequent to the time indicated in the announcement; however, an extension of time may be granted for the opening of such bids upon publication in the same newspaper of general circulation in said sanitary district stating the date to which bid opening has been extended. The time of the extended bid opening shall not be less than 5 days after publication, Sundays and legal holidays excluded.

Cash, cashier's check or a certified check payable to the clerk and drawn upon a bank, as a deposit of good faith, in a

reasonable amount not in excess of 10% of the contract amount, may be required of each bidder by the director of procurement and materials management on all bids involving amounts in excess of the mandatory competitive bid threshold. If a deposit is required, the advertisement for bids shall so specify. Instead of a deposit, the director of procurement and materials management may allow the use of a bid bond if the bond is issued by a surety company that is listed in the Federal Register and is authorized to do business in the State of Illinois.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.8) (from Ch. 42, par. 331.8)

Sec. 11.8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement or collusion. Any disclosure in advance of the opening of bids, on the terms of the bids submitted in response to an advertisement, made or permitted by the director of procurement and materials management or any officer or employee of said sanitary district shall render the proceedings void and shall require re-advertisement and re-award.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.9) (from Ch. 42, par. 331.9)

Sec. 11.9. All sealed bids shall be publicly opened by the director of procurement and materials management, or his designee, and such bids shall be open to public inspection for a period of at least 48 hours before award is made; provided, this provision shall not apply to the sale of bonds, tax anticipation warrants or other financial obligations of the sanitary district.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.10) (from Ch. 42, par. 331.10)

Sec. 11.10. Every contract or purchase order involving amounts in excess of the mandatory competitive bid threshold shall be signed by the president or other duly authorized officer of the board of commissioners, by the executive director, by the clerk and by the director of procurement and materials management. Each bid with the name of the bidder shall be entered upon a record which shall be open to public inspection in the office of the director of procurement and

materials management. After the award is made, the bids shall be entered in the official records of the board of commissioners.

All purchase orders or contracts involving amounts that will not exceed the mandatory competitive bid threshold shall be let by the director of procurement and materials management. They shall be signed by the director of procurement and materials management and the clerk. All records pertaining to such awards shall be open to public inspection for a period of at least one year subsequent to the date of the award.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consent of the director of procurement and materials management shall be retained by the director of procurement and materials management in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. Certified copies of all completed contracts and purchase orders shall be filed with the clerk. After the appropriate period, purchase orders, contracts and attachments in the clerk's possession may be destroyed by direction of the director of procurement and materials management.

The provisions of this Act are not applicable to joint purchases of personal property, supplies and services made by governmental units in accordance with Sections 1 through 5 of "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly," approved August 15, 1961.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.11) (from Ch. 42, par. 331.11)

Sec. 11.11. In determining the responsibility of any bidder, the director of procurement and materials management may take into account, in addition to financial responsibility, past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specific time and other pertinent factors, including but not limited to whether the equipment or material is manufactured in North America.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.12) (from Ch. 42, par. 331.12)

Sec. 11.12. Any and all bids received in response to an advertisement may be rejected by the director of procurement and materials management if the bidders are not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor do not conform to requirements, or if the public interest may be better served

thereby.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.13) (from Ch. 42, par. 331.13)

Sec. 11.13. Bond, with sufficient sureties, in such amount as shall be deemed adequate by the director of procurement and materials management not only to insure performance of the contract in the time and manner specified in said contract but also to save, indemnify and keep harmless the sanitary district against all liabilities, judgments, costs and expenses which may in anywise accrue against said sanitary district in consequence of the granting of the contract or execution thereof shall be required for all contracts relative to construction, rehabilitation or repair of any of the works of the sanitary district and may be required of each bidder upon all other contracts in excess of the mandatory competitive bid threshold when, in the opinion of the director of procurement and materials management, the public interest will be better served thereby.

In accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended, all contracts for construction work, to which the sanitary district is a party, shall require that the contractor furnish bond guaranteeing payment for materials and labor utilized in the contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.14) (from Ch. 42, par. 331.14)

Sec. 11.14. No contract to which the sanitary district is a party shall be assigned by the successful bidder without the written consent of the director of procurement and materials management. In no event shall a contract or any part thereof be assigned to a bidder who has been declared not to be a responsible bidder in the consideration of bids submitted upon the particular contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.15) (from Ch. 42, par. 331.15)

Sec. 11.15. No person shall be employed upon contracts for work to be done by any such sanitary district unless he or she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of

Title 8 of the United States Code, or an individual who is otherwise legally authorized to work in the United States. (Source: P.A. 98-280, eff. 8-9-13; 99-231, eff. 8-3-15.)

(70 ILCS 2605/11.16) (from Ch. 42, par. 331.16)

Sec. 11.16. The executive director, with the advice and consent of the board of trustees, shall appoint the director of procurement and materials management. Any person appointed as the director of procurement and materials management must have served at least 5 years in a responsible executive capacity requiring knowledge and experience in large scale purchasing activities.

In making the appointment, the president shall appoint an advisory committee consisting of 5 persons, one of whom shall be the executive director, which advisory board shall submit not fewer than 3 names to the general superintendent for the appointment. The executive director shall make the appointment from nominees submitted by the Advisory Committee after giving due consideration to each nominee's executive experience and his ability to properly and effectively discharge the duties of the director of procurement and materials management.

The director of procurement and materials management may be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.17) (from Ch. 42, par. 331.17)

Sec. 11.17. Powers of director of procurement and materials management. The director of procurement and materials management shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the agent of the sanitary district in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies in conformity with this Act; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be; (e) enforce written specifications describing standards established pursuant to this Act; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise or require such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such

sanitary district such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies, and equipment to or between the various requisitioning agencies and to trade in, sell, donate, or dispose of any materials, supplies, or equipment that may become surplus, obsolete, or unusable; except that materials, supplies, and equipment may be donated only to not-for-profit institutions; (j) control and maintain adequate inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of the sanitary district; (k) assume such related activities as may be assigned to him from time to time by the board of trustees; and (m) submit to the board of trustees an annual report describing the activities of his office. The report shall be placed upon the official records of the sanitary district or given comparable public distribution. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.18) (from Ch. 42, par. 331.18)

Sec. 11.18. The board of trustees is expressly authorized to establish a revolving fund to enable the director of procurement and materials management to purchase items of common usage in advance of immediate need. The revolving fund shall be reimbursed from appropriations of the using agencies. No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of this Section an officer or employee of the sanitary district is deemed to have a direct financial interest in a bid, purchase order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is a party to any bid, purchase order, lease or contract with the sanitary district.

Any officer or employee convicted of a violation of this section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.19) (from Ch. 42, par. 331.19)

Sec. 11.19. No department, office, agency or instrumentality, officer or employe of the sanitary district, shall be empowered to execute any purchase order or contract except as expressly authorized by this Act. (Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.19a) (from Ch. 42, par. 331.19a)

Sec. 11.19a. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly. (Source: P.A. 84-731.)

(70 ILCS 2605/11.20) (from Ch. 42, par. 331.20)

Sec. 11.20. There shall be a board of standardization, composed of the director of procurement and materials management of the sanitary district who shall be chairman, and 4 other members who shall be appointed by the president of the board of trustees of the sanitary district. The members shall be responsible heads of a major office or department of the sanitary district and shall receive no compensation for their services on the board. The board shall meet at least once each 3 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote of a majority of all members of the board. The chairman shall cause to be prepared a report describing the proceedings of each meeting. The report shall be transmitted to each member and shall be made available to the president and board of trustees of such sanitary district within 5 days subsequent to the date of the meeting and all such reports shall be open to public inspection, excluding Sundays and legal holidays.

The board of standardization shall: (a) classify the requirements of the sanitary district, including the departments, offices and other boards thereof, with respect to supplies, materials and equipment; (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of the sanitary district; and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization. However, all specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such sanitary district shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the director of procurement and materials management. The specification shall form a part of the purchase order or contract, and the performance of all such contracts shall be supervised by the engineering agency designated in the contracts.

In the preparation or revision of standard specifications the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non-public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall,

until rescinded, apply alike in terms and effect to every purchase order or contract for the purchase of any commodity, material, supply or equipment. The specifications shall be made available to the public upon request.  
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.21) (from Ch. 42, par. 331.21)

Sec. 11.21. Official ordinances authorized by this Act shall be adopted by formal action of the board of trustees of the sanitary district and shall be published for the information of the public.  
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.22) (from Ch. 42, par. 331.22)

Sec. 11.22. Any purchase order or contract executed in violation of this Act shall be null and void. Public funds which have been expended thereon, may be recovered in the name of the sanitary district in any court of competent jurisdiction.  
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.23) (from Ch. 42, par. 331.23)

Sec. 11.23. The comptroller of the sanitary district shall conduct audits of all expenditures incident to all purchase orders and contracts awarded by the director of procurement and materials management. The comptroller shall report the results of such audits to the president and board of trustees.  
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.24) (from Ch. 42, par. 331.24)

Sec. 11.24. (a) A person or business entity shall be disqualified from doing business with The Metropolitan Sanitary District of Greater Chicago for a period of 5 years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act of bribery or attempting to bribe an officer or employee of the federal government or of a unit of any state or local government or school district in that officer's or employee's official capacity; or

2. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Federal Sherman Anti-Trust Act and Clayton Act; or

3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois or any other state; or

4. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Federal Sherman Anti-Trust Act and Clayton Act; or

5. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois or any other state; or

6. has been convicted of defrauding or attempting to defraud the Federal government or a unit of any state or local government or school district; or

7. has made an admission of guilt of such conduct as set forth in subsections 1 through 6 above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8. has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud as set forth in subsections 1 through 6 above.

(b) "Business entity" as used in this section means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(c) A business entity shall be disqualified if the following persons are convicted of, have made an admission of guilt, or enter a plea of nolo contendere to a disqualifying act described in paragraph (a), subsections 1 through 6, regardless of whether or not the disqualifying act was committed on behalf or for the benefit of such business entity:

- (1) a person owning or controlling, directly or indirectly, 20% or more of its outstanding shares; or
- (2) a member of its board of directors; or
- (3) an agent, officer or employee of such business entity.

(d) Disqualification Procedure. After bids are received, whether in response to a solicitation for bids or public advertising for bids, if it shall come to the attention of the director of procurement and materials management that a bidder has been convicted, made an admission of guilt, a plea of nolo contendere, or otherwise falls within one or more of the categories set forth in paragraphs (a), (b) or (c) of this Section, the director of procurement and materials management shall notify the bidder by certified mail, return receipt requested, that such bidder is disqualified from doing business with the Sanitary District. The notice shall specify the reasons for disqualification.

(e) Review Board. A review board consisting of 3 individuals shall be appointed by the Executive Director of the Sanitary District. The board shall select a chairman from its own members. A majority of the members shall constitute a quorum and all matters coming before the board shall be determined by a majority. All members of the review board shall serve without compensation, but shall be reimbursed actual expenses.

(f) Review. The director of procurement and materials management's determination of disqualification shall be final

as of the date of the notice of disqualification unless, within 10 calendar days thereafter, the disqualified bidder files with the director of procurement and materials management a notice of appeal. The notice of appeal shall specify the exceptions to the director of procurement and materials management's determination and shall include a request for a hearing, if one is desired. Upon receipt of the notice of appeal, the director of procurement and materials management shall provide a copy to each member of the review board. If the notice does not contain a request for a hearing, the director of procurement and materials management may request one within 5 days after receipt of the notice of appeal. If a hearing is not requested, the review board may, but need not, hold a hearing.

If a hearing is not requested, the review board, unless it decides to hold a hearing, shall review the notice of disqualification, the notice of appeal and any other supporting documents which may be filed by either party. Within 15 days after the notice of appeal is filed, the review board shall either affirm or reverse the director of procurement and materials management's determination of disqualification and shall transmit a copy to each party by certified mail, return receipt requested.

If there is a hearing, the hearing shall commence within 15 days after the filing of the notice of appeal. A notice of hearing shall be transmitted to the director of procurement and materials management and the disqualified bidder not later than 12 calendar days prior to the hearing date, by certified mail, return receipt requested.

Evidence shall be limited to the factual issues involved. Either party may present evidence and persons with relevant information may testify, under oath, before a certified reporter. Strict rules of evidence shall not apply to the proceedings, but the review board shall strive to elicit the facts fully and in credible form. The disqualified bidder may be represented by an attorney.

Within 10 calendar days after the conclusion of the hearing, the review board shall make a finding as to whether or not the reasons given in the director of procurement and materials management's notice of disqualification apply to the bidder, and an appropriate order shall be entered. A copy of the order shall be transmitted to the director of procurement and materials management and the bidder by certified mail, return receipt requested.

(g) All final decisions of the review board shall be subject to review under the Administrative Review Law.

(h) Notwithstanding any other provision of this section to the contrary, the Sanitary District may do business with any person or business entity when it is determined by the director of procurement and materials management to be in the best interest of the Sanitary District, such as, but not limited to contracts for materials or services economically procurable only from a single source.

(Source: P.A. 95-923, eff. 1-1-09.)

**EXHIBIT 3**

**MWRDGC'S MULTI-PROJECT LABOR AGREEMENT (MPLA)**

**MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)**

**With**

**CERTIFICATE OF COMPLIANCE**

**CONTAINS:**

- 1) MPLA – EFFECTIVE OCTOBER 6, 2017**
- 2) CERTIFICATE OF COMPLIANCE**

**MPLA-CC-01**

GENERAL REQUIREMENTS UNDER THE  
MULTI-PROJECT LABOR AGREEMENT

The following is a brief summary of a Bidder's responsibilities under the MPLA. Please refer to the terms of the MPLA for a full and complete statement of its requirements.

Your firm is required to complete the Certificate of Compliance indicating that your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. Compliance with the MPLA, is as follows:

If the Bidder or any other entity performing work under the contract is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member.

Note: The MPLA is not applicable when the performance of work is outside Cook County, Illinois, or if repair and maintenance work on equipment is performed at a Bidder's facility.

Revised October 2017

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO  
MULTI-PROJECT LABOR AGREEMENT FOR COOK COUNTY

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD" or "District"), a public body, as Owner, in its proper capacity, on behalf of itself and each of its contractors and subcontractors of whatever tier ("Contractors") and shall be applicable to Construction Work on Covered Projects, both defined herein, to be performed by the District's Contractors along with each of the undersigned labor organizations signatory to the Chicago and Cook County Building and Construction Trades Council and, as appropriate, the Teamsters Joint Council No. 25, or their affiliates who become signatory hereto (collectively "Union(s)").

This Agreement is entered into in accordance with all applicable local state and federal laws. The District recognizes the public interest in timely construction and labor stability.

WHEREAS, MWRD is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of projects overseen by MWRD in the geographical boundaries of Cook County. All of the District's Construction Work within those boundaries ("Covered Projects") will be recognized as covered under the terms of this Agreement regardless of the source of the Funds for the Project. Due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by MWRD, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of said Covered Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of these Covered Projects by using their best efforts to ensure that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work regardless of the source of the Funds for the Project. Experience has proven the value of such cooperation and mutual undertakings; and

WHEREAS, the Parties acknowledge that the District is not to be considered an employer of any employee of any Contractor covered under this Agreement, and the District acknowledges that it has a serious and ongoing concern regarding labor relations associated with its Covered Projects, irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, MWRD shall neither contract, nor permit any other person, firm, company, or entity to contract or subcontract for any Construction Work on any Covered Project under this Agreement, unless such work is performed by a person, firm, or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the appropriate trade/craft Union(s) affiliated with the Chicago & Cook County Building & Construction Trades Council or, as appropriate, the Teamsters' Joint Council No. 25. Copies of all applicable, current collective bargaining agreements constitute Appendix A of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement.

MPLA-CC-03

Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

- a. The Parties agree that the repair of heavy equipment, thermographic inspection, and landscaping shall be defined and/or designated as Construction Work on all Covered Projects.
- b. The Unions acknowledge that some preassembled or prefabricated equipment and material will be used on Covered Projects. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the Unions to handle, transport, install, or connect such equipment or materials. Further, equipment and material procured from sources outside of the geographic boundaries of Cook County may be delivered by independent cargo, haulers, rail, ship and/or truck drivers and such delivery will be made without any disruption as the District will request its Contractors to request Union-affiliate employees to make deliveries to the Covered Project sites.
- c. Notwithstanding anything to the contrary herein, the terms of this Agreement shall not apply to work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly-skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.
- d. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
- e. A pre-construction meeting attended by representatives of the District, the Contractors, and Unions shall be scheduled for a date prior to commencement of a Covered Project. The nature of the project, the May 15, 2017 Covered Construction Work, the work assignments, and any other matters of mutual interest will be discussed. All parties participating in the pre-job conferences shall sign a pre-job-sign-in sheet. During the pre-job conference, or shortly thereafter, and before the commencement of the project, the contractor or subcontractor shall ensure that there has been submitted to the District a letter of good standing for the applicable trades explaining that the contractor or subcontractor is not delinquent with respect to any dues owed to the appropriate labor organization or with respect to any fringe contributions owed to the appropriate fringe benefit fund(s). If a union or fringe benefit fund does not produce a letter of good standing within seven (7) days after a request is made no such letter of good standing shall be required for that particular trade.
- f. The Unions agree to reasonably cooperate with the MWRD and Contractors in order to assist them in achieving the Worker Percentage Participation goals as defined in subsection (1) and (2) below. The Worker Percentage Participation goals are governed by federal requirements regarding federal construction contracts. To the extent these federal worker percentage participation goals are modified in the future, such modifications will automatically apply:

- (1) 19.6% of the total aggregate of construction hours worked by employees of contractors and their subcontractors will be performed by African-American, Hispanic, Native American, Asian-Pacific, and Subcontinent Asian American workers.
- (2) 6.9% of the total aggregate of construction hours worked by employees of the contractors and their subcontractors will be performed by female workers.

2. A contractor or subcontractor which is a successful bidder with respect to Covered Projects, but which is not signatory to the applicable area-wide collective bargaining agreements incorporated herein, shall be required to execute such applicable area-wide collective bargaining agreements within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified. In no event shall a contractor or subcontractor be required to sign any of the applicable agreements constituting Appendix A if the contractor or subcontractor does not employ the trade covered by the applicable Appendix A contract.

3. During the term of this Agreement, no Union signatory hereto nor any of its members, officers, stewards, agents, representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike walkout, work stoppage, work slowdown, work curtailment, cessation, or interruption of production, or in any picketing of any Covered Project site covered by this Agreement for any reason whatsoever, including, but not limited to, the expiration of any collective bargaining agreement referred to in Appendix A, a dispute between the Parties and any Union or employee, or as a show of support or sympathy for any other Union employee or any other group. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, no adverse job action shall be directed against any Covered Project sites. All provisions of any subsequently negotiated collective bargaining agreement shall be retroactive for all employees working on the Covered Project.

4. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbliffing, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.

5. Any Contractor signatory or otherwise bound, stipulated to, or required to abide by any provisions of this Agreement may implement reasonable project rules and regulations, and these rules and regulations shall be distributed to all employees on the Covered Project. Provided, however, that such rules and regulations shall not be inconsistent with the terms of this Agreement or any applicable area-wide collective bargaining agreement. Any Contractor shall have the right to discharge or discipline its Union employees who violate the provisions of this Agreement or any Covered Project's rules and regulations. Such discharge or discipline by a Contractor shall be subject to the Grievance/ Arbitration procedure of the applicable area-wide collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review or disturbed. Construction Work at any Covered Project site under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

6. The Unions understand and acknowledge that the District's Contractors are responsible to perform Construction Work as required by the District. The Contractors have complete authority to do the following, subject to District approval, if required, and if consistent with the terms of the collective bargaining agreements attached hereto:

- a. Plan, direct, and control the operations of all work;
- b. Hire and lay off employees as the Contractor deems appropriate to meet work requirements;
- c. Determine work methods and procedures;
- d. Determine the need and number of foremen;
- e. Require all employees to observe Contractor and/or District rules and regulations;
- f. Require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or the District; and
- g. Discharge, suspend, or discipline employees for proper cause.
- h. Abide by the rules set forth in each respective Trade Unions' Collectively Bargained Agreement pertaining to apprentice to journeymen ratios.

7. Nothing in the foregoing shall prohibit or restrict any Party from otherwise judicially enforcing any provision of its collective bargaining agreement between any Union and a Contractor with whom it has a collective bargaining relationship.

8. This Agreement shall be incorporated into all advertised contract documents after the Board of Commissioners adopts and ratifies this Agreement.

9. The term of this Agreement shall be five (5) years and shall be automatically extended from year to year unless the District or the Council Issues a written notice to terminate prior to ninety (90) days in advance of any expiration. Any Covered Project commenced during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the District.

10. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor.

11. In the event of a jurisdictional dispute by and between any Unions, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, Parties, including Contractors, consent to and agree that a final and binding resolution of the dispute shall be achieved in accordance with the terms of paragraph nine of the Joint Conference Board Standard Agreement between the Chicago & Cook County Building Trades Council and the Construction Employers' Association, attached hereto as Appendix B, and as may be modified from time to time during the term of this Agreement.

12. This Agreement shall be incorporated into and become a part of the collective bargaining agreements between the Unions signatory hereto and Contractors and their subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTP Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruction calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control systems Technicians, and the National Agreement of the International Union of Elevator Contractors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each Party hereto agrees to designate, in writing, a representative to whom problems which arise during the term of this Agreement may be directed. Within forty-eight (48) hours after notice of the existence of any problem, a representative of each Party shall meet to discuss and, where possible, resolve such problems. The representative of the Unions shall be President of the Chicago & Cook County Building & Construction Trades Council or his/her designee. The representative of MWRD shall be the District's Assistant Director of Engineering, Construction Division or his/her designee.

14. The District and the Contractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) on any Covered Project shall be that as contained or otherwise provided for in the relevant area-wide collective bargaining agreements attached as Appendix A to this Agreement. Nothing in the foregoing shall limit the District and/or Contractors from instituting their own substance abuse policy governing other employees performing work on a project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreements, the policy adopted by the District and/or Contractor may apply. The District is not responsible for administering any substance abuse policy for non-District employees.

15. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's Helmets to Hardhats program, and the Veteran's In Piping (V.I.P) program (this only pertains to the United Association PipeFitter's Local 597, Plumbers Local 130, and Sprinkler Fitter's Local 281), to serve as a resource for preliminary orientation, assessment of construction aptitude, and referral to apprenticeship programs or hiring halls, counselling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. The Contractors and Unions also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Covered Projects, including apprenticeship and employment opportunities on such projects. To the extent permitted by law, the Parties will give

appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

16. The Parties agree that Contractors working under the terms of this Agreement shall be required to utilize the maximum number of apprentices on Covered Projects as permitted under the applicable area-wide collective bargaining agreements contained in Appendix A, where feasible and practical.

17. Neither the District, the Contractors, nor the Unions shall discriminate against any employees of a protected class, including but not limited to on the basis of race, creed, color, national origin, age, or sex, in accordance with all applicable state and federal laws and regulations.

18. If any provision or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, it shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as amended, shall be enforced so as to give effect to the intention of the Parties insofar as possible.

19. Under this Agreement, any liability of the Parties shall be several and not joint. The District shall not be liable for any violations of this Agreement by any Contractor or Union, and any Contractor or Union shall not be liable for any violations of this Agreement by the District, any other Contractor, or any other Union. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable as specified in Paragraph 18, neither the District, nor any Contractor or Union, shall be liable for any action taken or not taken to comply with any court order.

20. The Parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this Agreement applies to provide a work environment free of illegal drugs and any concealed weapons, to maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

21. The use or furnishing of alcohol, weapons, or illegal drugs and the conduct of any other illegal activities at the job site is strictly prohibited. The Parties shall take every practical measure consistent with the terms of the applicable area-wide collective bargaining agreement to ensure that the job site is free of weapons, alcohol, and illegal drugs.

22. Each Union representing workers engaged in Construction Work on a Covered Project is bound to this Agreement with full authority to negotiate and sign this Agreement with the District.

23. All Parties represent that they have the full legal authority to enter into this Agreement.

24. This document, with the attached Appendices, constitutes the entire Agreement of the Parties and may not be modified or changed except by subsequent written agreement of the Parties.

September 6, 2017

25. Having been adopted by the Board of Commissioners on August 3, 2017, and ratified and effective as of the last date on the signature page, this agreement supersedes any other Multi-Project Labor Agreement previously entered into by the parties as of the date of ratification.

[Remainder of page intentionally left blank. Signature page follows.]

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**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael A. Marrs**  
**DATE: March 29, 2022**  
**RE: Intergovernmental Agreement with the Maywood Park District for the Joint Investigation of Funding Options for the Rehabilitation or Replacement of the Fred Hampton Family Aquatic Center Pool Facility**

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I have enclosed the following documents for your review, discussion and action during the April 5, 2022 Committee of the Whole Meeting and April 19, 2022 Village Board Meeting:

1. A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT FOR THE JOINT INVESTIGATION OF FUNDING OPTIONS FOR THE REHABILITATION OF THE EXISTING FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY OR REPLACEMENT OF THE FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY WITH A NEW POOL FACILITY; and
2. AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT FOR THE JOINT INVESTIGATION OF FUNDING OPTIONS FOR THE REHABILITATION OF THE EXISTING FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY OR REPLACEMENT OF THE FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY WITH A NEW POOL FACILITY (which is EXHIBIT "1" to the Resolution).

At the March 22, 2022 Board of Trustees meeting, the Board of Trustees had before it an Intergovernmental Agreement with the Maywood Park District relative to the use and operation by the Park District of the Fred Hampton Pool for the 2022 Summer Season. At that same meeting, it was determined that the Pool Facility would not be operational for the 2022 Summer Season. The Board did, however, desire to move forward with an Intergovernmental Agreement with the Park District relative to a joint investigation by the parties of funding options for the rehabilitation of the Pool Facility or replacement of the Pool Facility with a new pool facility. The scope of the enclosed draft Intergovernmental Agreement with the Park District focused on the joint investigation by the Parties of funding options for the rehabilitation of the Pool Facility or replacement of the Pool Facility with a new pool facility. I set certain goal completion dates for various tasks in Section 3.D. of the Agreement, with an objective of completing all tasks relative to the joint agreement by April, 2023. Feel free to adjust the dates and tasks as you deem appropriate.

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

*Michael*

## Enclosures

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

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD  
AND THE MAYWOOD PARK DISTRICT FOR THE JOINT INVESTIGATION OF  
FUNDING OPTIONS FOR THE REHABILITATION OF THE EXISTING  
FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY OR REPLACEMENT OF  
THE FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY WITH A NEW POOL FACILITY**

**WHEREAS**, the Village of Maywood (“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 Pool Facility is not currently functional and is in need of rehabilitation or replacement prior to any future use; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood desire to enter into an Intergovernmental Agreement with the Maywood Park District (“Park District”) relative to the joint investigation by the Parties of funding options for the rehabilitation of the Pool Facility or replacement of the Pool Facility with a new pool facility, all subject to the terms and conditions set forth in the Intergovernmental Joint Investigation Agreement (“Joint Investigation Agreement”) attached hereto as **Exhibit “1”** and made a part hereof; and

**WHEREAS**, the Park District desires to enter into the Joint Investigation Agreement with the Village relative to the joint investigation by the Parties of funding options for the rehabilitation of the Pool Facility or replacement of the Pool Facility with a new pool facility, all subject to the terms and conditions set forth in the Joint Investigation Agreement attached hereto as **Exhibit “1”** and made a part hereof; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into the attached Joint Investigation Agreement pursuant to their 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/), and find that entering into the attached Joint Investigation Agreement is in the best interests of the Village.

**BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, 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 President and Board of Trustees of the Village of Maywood approve entering into the Joint Investigation Agreement with the Park District, a copy of which is attached hereto as

**Exhibit "1"** and made a part hereof, and authorize and direct the Village President and the Village Clerk, or their designees, to execute the Joint Investigation Agreement, 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 Joint Investigation 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 the Park District 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 \_\_\_\_\_, 2022, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 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 "1"**

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT  
FOR THE JOINT INVESTIGATION OF FUNDING OPTIONS FOR THE REHABILITATION OF  
THE EXISTING FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY  
OR REPLACEMENT OF THE FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY  
WITH A NEW POOL FACILITY**

(attached)

**DRAFT – 3-29-2022 AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT  
FOR THE JOINT INVESTIGATION OF FUNDING OPTIONS FOR THE REHABILITATION OF THE EXISTING FRED  
HAMPTON FAMILY AQUATIC CENTER POOL FACILITY OR REPLACEMENT OF THE FRED HAMPTON FAMILY  
AQUATIC CENTER POOL FACILITY WITH A NEW POOL FACILITY**

This **INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the VILLAGE OF MAYWOOD (“Village”), an Illinois municipal corporation, and the MAYWOOD PARK DISTRICT, an Illinois body corporate and politic (“Park District”).

**RECITALS**

**WHEREAS**, 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 Pool Facility is not currently functional and is in need of rehabilitation or replacement prior to any future use; and

**WHEREAS**, the Village and the Park District find that it is necessary and desirable to jointly investigate funding options for the rehabilitation of the existing Pool Facility or for the replacement of the existing Pool Facility with a new pool facility, and desire to memorialize their respective obligations relative to such joint investigation through approval of this Agreement.

**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”), which date shall be inserted on page 1 of this Agreement. The **term of this Agreement shall run from its Effective Date until April 30, 2023**, 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.

3. **JOINT INVESTIGATION OF FUNDING OPTIONS:**

A. **Joint Investigation Purpose:** During the term of this Agreement, the parties shall jointly investigate (the “Joint Investigation”) funding options for:

1. the rehabilitation of the existing Pool Facility; and
2. replacement of the existing Pool Facility with a new pool facility.

**B. Designation of Staff:** Each party shall, within fifteen (15) days of the Effective Date of this Agreement, designate a staff member as the direct liaison to the other party for purposes of the Joint Investigation. The designation shall be communicated to the other party via written notice.

**C. Meetings:** The Staff Designees shall first meet within thirty (30) days of the Effective Date of this Agreement. The Staff Designees shall meet or otherwise update each other no less than every two (2) weeks thereafter to identify next steps and report on progress, during the Term of the Agreement.

**D. Joint Investigation Activities:** Joint Investigation by the Staff Designees shall include, but is not limited to:

- Conducting such assessments as necessary to identify the cost effectiveness of rehabilitating the existing Pool Facility versus replacing the existing Pool Facility with a new pool facility (Completion Goal: August 31, 2022);
- Exploration of available grant funds for the rehabilitation and/or replacement of the existing Pool Facility (Completion Goal: November 30, 2022);
- Exploration of public financing methods for the rehabilitation and/or replacement of the existing Pool Facility (Completion Goal: November 30, 2022);
- Exploration of additional funding mechanisms, sources and arrangements for the rehabilitation and/or replacement of the existing Pool Facility (Completion Goal: November 30, 2022);
- Presentation of options for the rehabilitation and/or replacement of the existing Pool Facility to the respective governing Boards of the Parties (Completion Goal: January 31, 2023);
- Completion and submittal of grant or other funding applications or similar documents for the rehabilitation and/or replacement of the existing Pool Facility upon direction of the respective governing Boards of the Parties (March 31, 2023).

**E. Updates to Governing Boards:** During the course of the Joint Investigation, the Staff Designees shall provide joint updates to the governing Boards of the Parties no less often than every sixty (60) days.

**F. Additional Resources:** The Parties shall endeavor to devote additional staff and other resources to the Joint Investigation, as deemed necessary and pursuant to the mutual agreement of the Parties.

**4. MUTUAL COOPERATION:** The Village and the Park District agree to fully cooperate, consult and inform each other regarding the Joint Investigation, in order to achieve the mutual goals and purposes of identifying funding options for the rehabilitation of the existing Pool Facility or replacement of the existing Pool Facility with a new pool facility.

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

The Village:  
Chasity Wells-Armstrong  
Village Manager  
Village of Maywood  
40 Madison Street  
Maywood, Illinois 60153  
Telephone (708) 450-6301

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

6. **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.

7. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire understanding between the parties concerning the subject matter 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.

8. **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.

9. **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 Park District and/or Village, and/or any of their respective officials, officers and/or employees.

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

11. **SEVERABILITY:** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such

prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. **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 \_\_\_\_\_, 2022. Execution of this Agreement by the Park District is authorized by a resolution passed by the ordinance/resolution passed by the Board of Commissioners of the Park District on \_\_\_\_\_, 2022. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

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

14. **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.

15. **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.

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

**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**

**MAYWOOD PARK DISTRICT**

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

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

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

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

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

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

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

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

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD  
AND THE MAYWOOD PARK DISTRICT FOR THE JOINT INVESTIGATION OF  
FUNDING OPTIONS FOR THE REHABILITATION OF THE EXISTING  
FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY OR REPLACEMENT OF  
THE FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY WITH A NEW POOL FACILITY**

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

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

**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: March 29, 2022**  
**RE: IPMG Third Party Administrator Agreement for May 1, 2022 to May 1, 2023**

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Per the direction of Village Manager Chasity Wells-Armstrong, I have enclosed the following documents for your consideration and action at the April 5, 2022 Committee of the Whole Meeting and April 19, 2022 Village Board Meeting:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A THIRD PARTY ADMINISTRATOR AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND INSURANCE PROGRAM MANAGERS GROUP CLAIMS MANAGEMENT SERVICES, L.L.C. RELATIVE TO THE GENERAL LIABILITY (PROPERTY AND CASUALTY) PROGRAM AND WORKERS' COMPENSATION PROGRAM (MAY 1, 2022 TO MAY 1, 2023), with a copy of the "Third Party Administrator Agreement (General Liability (Property and Casualty) Program and Workers Compensation Program (May 1, 2022 to May 1, 2023), with the Agreement attached to the Resolution as Exhibit "1"

**Summary of Terms of the enclosed Third Party Administrator Agreement:**

- The Agreement is for one (1) year (Term: May 1, 2022 to May 1, 2023).
- The "Fee Schedule" for the claims administration services provided by IPMG to the Village in regard to workers compensation claims and general liability (property and casualty) claims is set forth in Exhibit "A" to the Agreement.
- Exhibit "B" (Claims Service Plan) is part of the Agreement and details the specific obligations of the parties in regard to handling claims and payment for services, and obligations of the parties upon termination of the Agreement.

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.)  
James Ellexson, Director of Human Resources (w/ encls.)  
Felicia Frazier, Village Attorney (w/ encls.)

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A THIRD PARTY ADMINISTRATOR AGREEMENT  
BETWEEN THE VILLAGE OF MAYWOOD AND  
INSURANCE PROGRAM MANAGERS GROUP CLAIMS MANAGEMENT SERVICES, L.L.C.  
RELATIVE TO THE GENERAL LIABILITY (PROPERTY AND CASUALTY) PROGRAM  
AND WORKERS' COMPENSATION PROGRAM  
(MAY 1, 2022 TO MAY 1, 2023)**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood desire to continue to retain a third party administrator to provide claims administration services for its general liability (property and casualty) coverage program and workers' compensation coverage program pursuant to a written Agreement entitled "Third Party Administrator Agreement (General Liability (Property and Casualty) Program and Workers Compensation Program) For May 1, 2022 to May 1, 2023", a copy of which is attached hereto as Exhibit "1" (the "Agreement") and made a part hereof, subject to the terms contained in the Agreement; and

**WHEREAS**, Insurance Program Managers Group Claims Management Services, L.L.C., an Illinois limited liability company ("IPMG"), desires to serve as third party administrator to the Village of Maywood (the "Village") to provide claims administration services for the Village's general liability (property and casualty) coverage program and workers' compensation coverage program in accordance with the terms, provisions and conditions of the attached Agreement (Exhibit "1"); and

**WHEREAS**, the compensation to be paid to IPMG by the Village under the attached Agreement for the claims administration services to be provided by IPMG to the Village in regard to workers compensation claims and general liability (property and casualty) claims is set forth in the "Fee Schedule", which is attached to the Agreement as Exhibit "A". In regard to the specific obligations of the parties in regard to handling claims, payment for services and obligations of the parties upon termination of the Agreement, those details are set forth in Exhibit "B" (Claims Service Plan) of the Agreement; and

**WHEREAS**, the Village of Maywood and IPMG are authorized to enter into the Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood have determined that it is in the Village's best interests to enter into the attached Agreement with IPMG.

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

**SECTION 1:** The recitals set forth above are incorporated by reference into this Section 1 as material terms.

**SECTION 2:** The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the final version of the attached "Third Party Administrator Agreement (General Liability (Property and Casualty) Program and Workers Compensation Program) For May 1, 2022 to May 1, 2023" (the "Agreement"), a copy of said Agreement being attached hereto as **Exhibit "1"** and made a part hereof. The final version of the Agreement may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney. Further, the President and Board of Trustees of the Village of Maywood authorize and direct the Village President and Village Clerk, or their designees, to execute said Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

**SECTION 3:** The Village Clerk, or his/her designee, shall transmit executed originals or certified copies of all documents, including this Resolution and the attached Agreement, to IPMG 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 19th day of April, 2022, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this 19th day of April, 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 "1"**

**THIRD PARTY ADMINISTRATOR AGREEMENT  
BETWEEN THE VILLAGE OF MAYWOOD AND  
INSURANCE PROGRAM MANAGERS GROUP CLAIMS MANAGEMENT SERVICES, L.L.C.  
RELATIVE TO THE GENERAL LIABILITY (PROPERTY AND CASUALTY) PROGRAM  
AND WORKERS' COMPENSATION PROGRAM  
(MAY 1, 2022 TO MAY 1, 2023)**

(attached)

## THIRD PARTY ADMINISTRATOR AGREEMENT

(TERM: MAY 1, 2022 TO MAY 1, 2023)

This Third Party Administrator Agreement ("Agreement") is entered into as of May 1, 2022, by and between Insurance Program Managers Group Claims Management Services, L.L.C., an Illinois limited liability company ("IPMG Claims Management Services") located at 225 Smith Road, St. Charles, Illinois 60174 and the Village of Maywood, an Illinois home rule municipal corporation, ("Client") located at 40 East Madison Street, Maywood, Illinois 60153.

### **RECITALS**

- A. IPMG Claims Management Services is in the business of providing claims administrative services, including those set forth in Paragraph B of the Recitals and Section 2 of Page 1 below.
- B. In reliance on the expertise of IPMG Claims Management Services to provide claims administrative services, Client desires to contract with IPMG Claims Management Services to provide, and IPMG Claims Management Services desires to provide, claims administrative services claims received within the term of this Agreement for those lines of coverage outlined in Exhibit "A", which is attached hereto and made a part hereof.

### **AGREEMENT**

In consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

- 1. Recitals. The above recitals are incorporated into this Agreement and made a part hereof.
- 2. Third Party Administrator Services. In consideration of payment from Client to IPMG Claims Management Services of the fees in accordance with the Fee Schedule attached hereto as Exhibit "A" and made a part hereof, IPMG Claims Management Services agrees to provide the following services, as specified in the service plan attached hereto as Exhibit "B" and made a part hereof, to Client for Client's Insurance Coverages:
  - (a) Evaluation and establishment of reserves for claims.
  - (b) Investigation and adjustment of claims.
  - (c) Supervision of medical treatment of injured claimants.
  - (d) Negotiation of settlements with claimants.
  - (e) Participation in the selection and assistance in the supervision of attorneys appointed to defend formal claims.
  - (f) Audit of medical, hospital and miscellaneous expenses prior to making payments.
  - (g) Payment from funds made available by Client of any final award, judgment or settlement of a claim or loss, together with all expenses incurred for investigation, negotiation or defense.
  - (h) Monitoring of claims for subrogation.
  - (i) Preparation of regular reports detailing claims, payments and reserves.

- (j) Preparation of reports required by excess insurers.
  - (k) Preparation and filing of reports required by applicable governmental agencies.
3. **Term and Termination.** This Agreement shall be effective for the period outlined in **Exhibit "B"** unless terminated sooner as provided herein. At the conclusion of the term of this Agreement, IPMG Claims Management Services will continue to service claims until closed for an additional fee as set forth in **Exhibit "A"**.  
 This Agreement (as a whole) may be terminated prior to the Termination Date upon the earliest of any of the following:
- (a) the written agreement of the parties hereto;
  - (b) following at least thirty (30) calendar days' written notice by either party to the other if the other is in breach or default of any material obligation under this Agreement and does not cure such breach or default within thirty (30) calendar days of said notice;
  - (c) automatically upon bankruptcy, receivership, disability or liquidation of IPMG Claims Management Services.
  - (d) following at least fourteen (14) calendar days' written notice by IPMG Claims Management Services that Client has failed to provide sufficient funds for the performance of IPMG Claims Management Services' obligations pursuant to the Claims Service Plan, attached hereto as **Exhibit "B"** and Client's failure to provide such funds within the period set forth in the notice.
4. **Insurance.** IPMG Claims Management Services agrees to obtain and maintain errors and omissions insurance with \$1million dollars (\$1,000,000) occurrence/aggregate limits. IPMG Claims Management Services shall not commence TPA Services hereunder until it has obtained all insurance required hereunder.
5. **Independent Contractor/Binding Authority.** IPMG Claims Management Services and Client are independent contractors and shall be solely responsible for the employment, control and direction of their employees and agents. Nothing in this Agreement shall be construed to establish a partnership or joint venture between the parties. Except as otherwise expressly provided herein, each party shall bear its own expenses with respect to the services to be provided pursuant to this Agreement.
6. **Notices.** All necessary notices, demands and requests required or permitted to be given hereunder shall be deemed duly given if personally delivered, mailed by certified or registered mail, postage prepaid, if sent by courier by overnight carrier, or if sent by facsimile with hard copy to follow via first class mail with evidence of facsimile transmission, and, subject to subsequent designation of another address, addressed as follows:
- |  |  |
|--|--|
| If to Client:<br><br>Chasity Wells-Armstrong<br>Village Manager<br>Village of Maywood<br>40 East Madison Street<br>Maywood, Illinois 60153 | If to IPMG Claims Management Services:<br><br>Gregg Peterson<br>President<br>IPMG Claims Management Services.<br>311 Kautz Road<br>St. Charles, Illinois 60174 |
|--|--|
7. **Confidentiality.** IPMG Claims Management Services acknowledges the confidentiality of records and information it receives from Client and agrees that such records and information will be used solely for the purpose of providing the services contemplated by this Agreement.
8. **Successors and Assigns.** This Agreement is binding on any and all successors to the parties and assignable,

in whole or any part, only with the written consent of the non-assigning party.

9. Remedies Cumulative. All rights and remedies conferred upon the parties hereto by this Agreement or by law, in equity or otherwise, shall be cumulative of each other, and neither the exercise nor the partial exercise nor the failure to exercise any such right or remedy shall preclude the later exercise of such right or remedy or the exercise of any other right or remedy.
10. Severability. If any provision of this Agreement is invalid, illegal or unenforceable by reason of any rule of law, administrative order, judicial decision or public policy, all other terms and provisions of this Agreement shall remain in full force and effect. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to time, duration, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the full extent compatible with the applicable law as it shall then appear.
11. Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived, provided that such amendment or waiver will be binding on the party against whom enforcement of such amendment or waiver is sought, only if such amendment or waiver is in writing and signed by the party against whom enforcement of such amendment or waiver is sought. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach.
12. References. All references herein to the singular shall include the plural as the case may require. All references to the masculine gender shall be construed as references to the feminine gender as the case may require.
13. Captions. The captions and headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions hereof.
14. Governing Law. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Illinois.
15. Compliance with Laws. IPMG Claims Management Services shall comply with any and all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the services under this Agreement. 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 (OSHA) standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, the Occupational Safety and Health Act 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, 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.
16. Contract Representations.
  - A. No Collusion. IPMG Claims Management Services represents and certifies that it 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, unless IPMG Claims Management Services 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. IPMG Claims Management Services represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that IPMG Claims Management Services has, in procuring this Agreement, colluded with any other person, firm or corporation, then IPMG Claims Management Services 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.

B. Conflict of Interest.

- (a) IPMG Claims Management Services represents and certifies that, to the best of its knowledge: (1) no Village employee or agent is interested in the business of IPMG Claims Management Services or this Agreement; (2) as of the date of this Agreement, neither IPMG Claims Management Services nor any person employed or associated with IPMG Claims Management Services has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither IPMG Claims Management Services nor any person employed by or associated with IPMG Claims Management Services shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- (b) IPMG Claims Management Services agrees to perform no professional services during the term of this Agreement for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village without notification to the Village prior to rendering services. IPMG Claims Management Services agrees to provide the Village with written notification whenever the services provided under this Agreement shall require IPMG Claims Management Services to review or inspect a project, business or work performed by any other firm or corporation for whom IPMG Claims Management Services is or has within the previous twelve (12) months provided professional services, or with any of IPMG Claims Management Services' partners or principals have a financial interest.

- C. Illinois Freedom Of Information Act. IPMG Claims Management Services agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et seq.) ("FOIA") request within three (3) calendar days after the Village issues notice of such request to IPMG Claims Management Services. IPMG Claims Management Services agrees to defend, indemnify and hold harmless the Village from any costs, fines or sanctions 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 IPMG Claims Management Services' actual or alleged violation of the FOIA or IPMG Claims Management Services' failure to furnish all documentation related to a request within three (3) calendar days after the Village issues notice of a request. Furthermore, should IPMG Claims Management Services request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, IPMG Claims Management Services 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. IPMG Claims Management Services agrees to defend, indemnify and hold harmless the Village and agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses and any awards of plaintiff's attorney's fees, court costs, fines or sanctions)

to defend any denial of a FOIA request by IPMG Claims Management Services' request to utilize a lawful exemption to the Village.

D. Equal Opportunity Employer. IPMG Claims Management Services shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act. Contractor 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 clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As required by State law and IDHR Regulation, the Equal Opportunity clause is incorporated by reference as though fully set forth herein.

17. Entire Agreement. This Agreement, including any exhibits hereto and any other documents referred to or provided for herein, represents the entire agreement among the parties with respect to the subject matter hereof, and shall not be modified or affected by any other offer, proposal, statement or representation, whether oral or written, made by or for any party in connection with the negotiation of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**IPMG  
CLAIMS MANAGEMENT SERVICES, L.L.C.**

**VILLAGE OF MAYWOOD**

By: \_\_\_\_\_  
Name: Gregg Peterson  
Title: President

By: \_\_\_\_\_  
Name: Chasity Wells-Armstrong  
Title: Village Manager

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

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

**EXHIBIT "A"**  
**FEE SCHEDULE**

This fee schedule shall be attached to and constitute an integral part of the Third Party Administrator Agreement into on May 1, 2022 (the "Third Party Administrator Agreement"), between Insurance Program Managers Group Claims Management Services, L.L.C. ("IPMG Claims Management Services") and the Village of Maywood ("Client"). Client agrees to pay IPMG Claims Management Services fees for services provided pursuant to the Third Party Administrator Agreement as follows:

1. Client agrees to pay IPMG Claims Management Services an annual minimum and deposit fee of Fifteen Thousand Eight Hundred Thirty-Five Dollars (\$15,835.00) for the Workers Compensation service and Eight Thousand Four Hundred Fifteen Dollars (\$8,415.00) for the Property & Casualty service upon execution of the Third Party Administrator Agreement.

2. (a) 1. Thirteen Thousand Three Hundred Sixty Dollars (\$13,360.00) of the annual minimum and deposit fee will be credited against the following per claim(ant) rates for new claims received by IPMG Claims Management Services:

**Workers Compensation:**

Indemnity	\$835
Medical Only	\$200

(a) 2. Five Thousand Nine Hundred Forty Dollars (\$5,940.00) of the annual minimum and deposit fee will be credited against the following per claim(ant) rates for new claims received by IPMG Claims Management Services:

**Property & Casualty:**

Auto Physical Damage	\$420
Auto Liability	\$840
General Liability	\$840
Police Liability	\$945
Public Officials and Employees Liability	\$945
Crime	\$815

**Workers Compensation and Property & Casualty:**

Post Agreement Term Monthly Handling Fee \$50  
\*Will only apply in the event of a non-renewal of the TPA Agreement.

Incident Report	Included
-----------------	----------

Claim Handling Fees that may apply per claim:

Attorney Represented Claimants	\$150
Excess Reportable Claims	\$150
Medicare Data Reporting	\$100
Subrogation Service	\$150
Telephonic Medical Case Management	\$85 Per hour

(b) IPMG Claims Management Services will perform an audit within sixty (60) calendar days of the termination date of the Third Party Administrator Agreement to determine claims frequency and status during the preceding annual period, which audit shall be made

available to Client. In the event that the audit establishes that the above allocated portion of annual minimum and deposit (\$13,360 for Workers Compensation and \$5,940 for Property & Casualty) has been exceeded by actual claims experience, then IPMG Claims Management Services may invoice Client at that time for additional sums due IPMG Claims Management Services in accordance with the above per claim(ant) rates.

Upon non-renewal of any term of this Agreement, IPMG Claims Management Services will continue to administer open claims at a cost of \$50 per month per open claim. This service will be provided automatically by IPMG Claims Management Services unless the client notifies IPMG Claims Management Services in writing before expiration of the term contained in Exhibit "B" of this Agreement.

- (c) If a claim changes to a different claim status, Client agrees to pay the difference between the two rates. This includes any applicable claims handling fee as a result of such change status. Such claims handling fees will be chargeable at the time of the audit described above and may thereafter be invoiced on a quarterly basis or annually at the discretion of IPMG for any additional post term charges incurred after the original annual audit.

3. Four Thousand Nine Hundred Fifty Dollars (\$4,950.00) of the annual minimum and deposit fee represents an administrative fee, which shall include the following services:

- (a) Monthly or quarterly loss runs (or as needed)
- (b) Claim Loss Fund Payment and Cash Log Tracking
- (c) State reports assistance
- (d) Claims review and report
- (e) Provider 1099s
- (f) Excess Reporting
- (g) Systems
- (h) Supervision
- (i) Data storage and maintenance
- (j) Medicare Data Reporting to comply with Section 111 of the Medicare and Medicaid Act
- (k) On line claims reporting (In-Sight) – Unlimited users
- (l) Access to operating system for system reports and claim status
- (m) Implementation of Best Practice Litigation Handling Guidelines and Legal Audits
- (n) Medical Bill Review and Re-pricing (at cost – no hidden fees)
- (o) Pharmacy prescription drug card program (at cost – no hidden fees)
- (p) IPMG Nurse Case Management at \$85 per hour
- (q) Implementation of Preferred Provider Program (PPP)
- (r) PPP implementation warrants use of IPMG in house NCM

4. Additional expense, including the printing of computer compatible checks, carrier cost, other programming or printing specifically requested by Client shall be invoiced at IPMG Claims Management Services' cost.

Dated: Effective Date - May 1, 2022

**IPMG**

**CLAIMS MANAGEMENT SERVICES, L.L.C.**

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

Name: Gregg Peterson

Title: President

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

**VILLAGE OF MAYWOOD**

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

Name: Chasity Wells-Armstrong

Title: Village Manager

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

**EXHIBIT "B"**

**CLAIMS SERVICE PLAN**

This service plan shall be attached to and constitute an integral part of the Third Party Administrator Agreement entered into on May 1, 2022 (the "Third Party Administrator Agreement") between Insurance Program Managers Group Claims Management Services, L.L.C. ("IPMG Claims Management Services") and the Village of Maywood ("Client").

**Term: 12 Months**  
**May 1, 2022 to May 1, 2023**

**WITNESS:**

IPMG Claims Management Services and Client agree as follows:

**IPMG Claims Management Services Agrees:**

1.
  - (a) To receive and review all claims and/or losses reported during the term of this Agreement which involve claims under Client Insurance Coverages (as defined in the Third Party Administrator Agreement).
  - (b) To establish, evaluate and reserve all such claims.
  - (c) To investigate, adjust, settle or resist all reported losses and/or claims within discretionary settlement authority limit.
  - (d) To investigate, adjust, settle or resist all reported losses and/or claims that are in excess of the discretionary settlement authority limit subject to approval of Client.
  - (e) To utilize medical cost containment programs (i.e., utilization review, PPO network, audits and similar cost containment service) to manage the costs of medical services on claims where such programs are allowed by governmental authority.
  - (f) To participate in the selection and assist in the supervision of attorneys appointed to defend formal claims.
  - (g) To investigate and advise Client of all situations involving subrogation and, where appropriate, pursue collection from responsible third parties.
  - (h) Advise Client of all claims which meet the reporting threshold of Client's excess insurance program and to report such claims to the appropriate carrier; provided, however, that Client has furnished IPMG Claims Management Services with complete copies of all excess policies which could apply to the claims reported during the term of this Agreement.
  - (i) To print and distribute claim and claims expense payments on all Client claims handled by IPMG Claims Management Services.
  - (j) To ensure that all payments, other than legal expense or medical bills that are greater than \$5,000, have a second signature from the Client before such are issued.
2. To make necessary filings of claim reports with appropriate governmental agencies.

3. To furnish all claim forms necessary for proper claims administration.
4. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of Client. Such files are available for review by Client at any reasonable time, with notice.
5. To furnish Client with reports as agreed to by IPMG Claims Management Services and Client.
6. If included in **Exhibit "A"**, to take over the handling of all claims pending as of the effective date of the Third Party Administrator Agreement and provide those services set forth in sections 1(a)-(i) above for such claims.

**Client Agrees:**

1. To assure that funds are available from which IPMG Claims Management Services may draw at any time and from time to time for claim and/or loss payments and for associated allocated expense within the discretionary settlement authority limit and for claim and/or loss payments in excess of the discretionary settlement authority limit subject to approval of Client.
2. To pay IPMG Claims Management Services fees in accordance with the Fee Schedule attached as **Exhibit "A"** to the Third Party Administrator Agreement.
3. To pay IPMG Claims Management Services within thirty (30) days of the effective date of all invoices.
4. (a) To pay all Allocated Loss Expense in addition to the claim service fee to be paid to IPMG Claims Management Services as prescribed in the Third Party Administrator Agreement.
  - (b) Allocated Loss Expense shall include but not be limited to attorneys' fees; court reporters' fees; transcript fees; the cost of obtaining public records; witness fees; witnesses' travel expense; commercial photographers' fees; experts' fees (i.e., engineering, physicians, chemists, etc.); fees for independent medical examinations; all outside expense items; and any other similar fee, cost or expense associated with the investigation, negotiation, settlement or defense of any claim hereunder or as required for the collection of subrogation on behalf of Client.
  - (c) To pay all Unallocated Loss Expense, which is defined as automobile appraisal or property appraisal fees and extraordinary travel expense incurred by IPMG Claims Management Services at the request of Client.
  - (d) To provide IPMG Claims Management Services with complete copies of all excess policies which could apply to the claims reported during the term of this Agreement..

**IPMG Claims Management Services and Client Mutually Agree as Follows:**

1. (a) The term of this service plan shall be as agreed to in the Third Party Administrator Agreement between Client and IPMG Claims Management as outlined in **Exhibit "B"**.
  - (b) Client shall have the option upon termination or expiration of the Third Party Administrator Agreement:
    - (i) with the approval of the applicable carrier, to assign to a third party or to self-handle to a conclusion all claims and/or losses and associated services pending on the date of termination or expiration of the Third Party Administrator Agreement, such handling not to result in any expense or reduction in revenue to IPMG Claims Management Services;
    - or

(ii) to have IPMG Claims Management Services continue to service the open claims for an additional fee of \$50 per claim per month. Sufficient funds of Client, including allocated claim and/or loss expense, shall remain available to IPMG Claims Management Services to liquidate such claims and/or losses. Such will be further subject to the claims handling fees as outlined in Exhibit "A".

2. To not employ a person who has been employed by any other party to this Agreement at any time during the term of the Third Party Administrator Agreement, unless the person to be employed shall not have been employed by the other party during the immediately preceding twelve (12) months, or unless the hiring party shall have the other party's prior written consent. This provision shall survive the termination of the Third Party Administrator Agreement for a period of one (1) year.
3. IPMG Claims Management Services agrees to store closed files at no additional cost to Client while IPMG Claims Management Services is providing claims service to Client. After this period, files will either be returned to Client or stored at Client's option and expense. IPMG Claims Management Services agrees to store the closed claims after Client ceases handling claims for Client for up to five (5) years. If stored by IPMG Claims Management Services, Client will be charged a one-time inventory fee and monthly storage fees at IPMG Claims Management Services' outside vendor's prevailing rates.

**Indemnification.**

(a) Notwithstanding anything to the contrary herein, IPMG Claims Management Services agrees to indemnify, hold harmless and defend the Client and each of its officers, directors, agents, servants and employees from and against all liability, damages or costs, including reasonable attorney fees and court costs, incurred as a result of any claimed error or omission or intentionally wrongful act of IPMG Claims Management Services, its corporate parents, subsidiaries and affiliates, and each of their officers, directors, agents, servants and employees, or breach of any material term or condition of this Agreement by IPMG Claims Management Services, its officers, directors, agents, servants and employees, except to the extent that such liability, damages or costs result from the wrongful actions or directions of the Client, or its officers, directors, agents, servants or employees.

(b) Notwithstanding anything to the contrary herein, Client agrees to indemnify, hold harmless and defend IPMG Claims Management Services, its corporate parents, subsidiaries and affiliates, and each of their officers, directors, agents, servants and employees from and against all liability, damages or costs, including reasonable attorney fees and court costs, incurred as a result of any claimed error or omission or intentionally wrongful act of the Client and each of its officers, directors, agents, servants and employees, or breach of any material term or condition of this Agreement by Client, its officers, directors, agents, servants and employees, except to the extent that such liability, damages or costs result from the wrongful actions or directions of IPMG Claims Management Services or its officers, directors, agents, servants or employees.

Dated: Effective Date - May 1, 2022

**IPMG  
CLAIMS MANAGEMENT SERVICES, L.L.C.**

**VILLAGE OF MAYWOOD**

By: \_\_\_\_\_  
Name: Gregg Peterson  
Title: President

By: \_\_\_\_\_  
Name: Chasity Wells-Armstrong  
Title: Village Manager

Date: \_\_\_\_\_  
#369679v5

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

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

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

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A THIRD PARTY ADMINISTRATOR AGREEMENT  
BETWEEN THE VILLAGE OF MAYWOOD AND  
INSURANCE PROGRAM MANAGERS GROUP CLAIMS MANAGEMENT SERVICES, L.L.C.  
RELATIVE TO THE GENERAL LIABILITY (PROPERTY AND CASUALTY) PROGRAM  
AND WORKERS' COMPENSATION PROGRAM  
(MAY 1, 2022 TO MAY 1, 2023)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting held 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 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:** \_\_\_\_\_

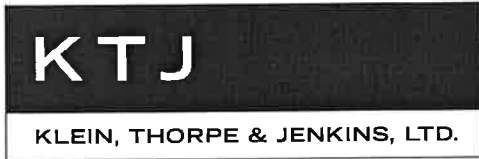
**ABSENT:** \_\_\_\_\_

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 April, 2022.

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

[SEAL]



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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**

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.)



**ADORDERNUMBER:** 0001141162-01

**PO NUMBER:** Budget

**AMOUNT:** 286.00

**NO OF AFFIDAVITS:** 3

# Chicago Sun-Times Certificate of Publication

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.  
Note: Notice appeared in the following checked positions.

**PUBLICATION DATE(S):** 03/22/2022

Chicago Sun-Times

**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. This Public Hearing will be open to the public for in-person attendance. 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". Public comments and any responses will be read into the Public Hearing record. Please submit public comments via email in advance of the Public Hearing to: [cthompkins@maywood-il.org](mailto:cthompkins@maywood-il.org) or [lpavlik@maywood-il.org](mailto:lpavlik@maywood-il.org) and/or faxing to (708) 681-8818.

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 will be available as of March 25, 2022 for inspection by the general public at the Village Clerk's Office located at 40 East Madison Street, Maywood, Illinois 60153.

If applicable, attendance at the Public Hearing may be subject to certain restrictions as authorized by any Village-issued Executive Order, the Open Meetings Act, the CDC directive (social distancing guidelines) and the Illinois Governor's Disaster Proclamations (Restore Illinois Plan), and Illinois-issued Executive Orders relating to the COVID-19 pandemic and implementation of the "Restore Illinois" Plan and any 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  
3/22/2022 #1141162

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed

By



Robin Munoz

Manager | Recruitment & Legals

This 22nd Day of March 2022

VILLAGE OF MAYWOOD  
40 MADISON ST  
ATTN THOMAS PAVLIK  
MAYWOOD, IL 60153-2323



**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.**

This Public Hearing will be open to the public for in-person attendance.  
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".  
Public comments and any responses will be read into the Public Hearing record.  
Please submit public comments via email in advance of the Public Hearing to:  
[cthompkins@maywood-il.org](mailto:cthompkins@maywood-il.org) or [tpavlik@maywood-il.org](mailto:tpavlik@maywood-il.org) and/or faxing to (708) 681-8818.

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.

**If applicable, attendance at the Public Hearing may be subject to certain restrictions as authorized by any Village-issued Executive Order, the Open Meetings Act, the CDC directive (social distancing guidelines) and the Illinois Governor's Disaster Proclamations (Restore Illinois Plan), and Illinois-issued Executive Orders relating to the COVID-19 pandemic and implementation of the "Restore Illinois" Plan and any 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 March 25, 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]

**KTJ**

KLEIN, THORPE & JENKINS, LTD.  
Attorneys at Law

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**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: March 29, 2022**  
**RE: Advisory Referenda Concerning Overnight Street Parking in Residential Districts**

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Per the direction of the Ordinance and Policy Committee, I have prepared the enclosed following documents for consideration and action at the April 5, 2022 Combined Committee of the Whole Meeting and Special Village Board Meeting:

1. RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF THREE NON-BINDING ADVISORY PUBLIC QUESTIONS CONCERNING WHETHER THE VILLAGE OF MAYWOOD SHOULD ADOPT AN ORDINANCE REGULATING OVERNIGHT PARKING ON RESIDENTIAL STREETS TO APPEAR ON THE BALLOT OF THE ELECTORS OF SUCH VILLAGE AT THE PRIMARY ELECTION TO BE HELD ON JUNE 28, 2022.
2. Recommendation Memorandum dated February 25, 2022, issued by the Ordinance and Policy Committee, regarding three (3) proposed advisory referendum questions for placement on the June 28, 2022 Primary Election Ballot.
3. KTJ Memorandum dated February 1, 2022 regarding Year 2022 Referendum Filing Deadlines and Advisory Referendum Procedures.

I have made a couple minor suggested edits to the proposed referendum questions. The Village Board has the discretion to make any edits to the referendum questions prior to voting on the Resolution. If the Resolution is approved by the Village Board on April 5, 2022, the Village Clerk's Office should promptly file a certified copy of the Resolution with the Cook County Election Department prior to April 10, 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.)  
Felicia Frazier, Village Attorney (w/ encls.)



**A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF  
THREE NON-BINDING ADVISORY PUBLIC QUESTIONS CONCERNING WHETHER  
THE VILLAGE OF MAYWOOD SHOULD ADOPT AN ORDINANCE  
REGULATING OVERNIGHT PARKING ON RESIDENTIAL STREETS  
TO APPEAR ON THE BALLOT OF THE ELECTORS OF SUCH VILLAGE  
AT THE PRIMARY ELECTION TO BE HELD ON JUNE 28, 2022**

**WHEREAS**, pursuant to the authority set forth in Section 28-5 of the Illinois Election Code (10 ILCS 5/28-5), Section 3.1-40-60 of the Illinois Municipal Code (65 ILCS 5/3.1-40-60) and the home rule powers as provided by Article VII, Section 11 of the Illinois Constitution of 1970, the President and Board of Trustees of the Village of Maywood are authorized to adopt a resolution to allow a non-binding advisory public question to appear on the ballot for the June 28, 2022 Primary Election; and

**WHEREAS**, Section 28-5 of the Illinois Election Code (10 ILCS 5/28-5) and Section 3.1-40-60 of the Illinois Municipal Code (65 ILCS 5/3.1-40-60) authorize the President and Board of Trustees of the Village of Maywood to certify a question of public policy to the election authority having jurisdiction over the Village of Maywood; and

**WHEREAS**, subject to certain limited exceptions, Section 72.27 (Overnight Parking Prohibited) of the Maywood Village Code ("MVC") prohibits overnight parking within the Village as follows:

"Except as otherwise set forth in this section or § 72.34, when signs are erected at the entrances of highways into the Village or at other locations on Village property, giving notice thereof, no person shall park a vehicle on the public streets or on Village property, between the hours of 2:00 a.m. and 5:00 a.m. of any day, except physicians on calls."

Subsections B and C of Section 72.27 (Overnight Parking Prohibited) of the MVC allow for the issuance of temporary overnight parking permits while construction is ongoing at a residential property and for a maximum of five (5) call-in overnight parking exceptions to be granted to each dwelling unit per calendar month. Given complaints from residents about overnight parking within the corporate boundaries of the Village, the President and Board of Trustees of the Village of Maywood are considering whether to adopt an ordinance amending the overnight parking regulations of the MVC and desire to submit three (3) advisory referenda to the residents to seek input on this matter; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood find that it is in the best interests of the residents, property owners and taxpayers of the Village to approve this Resolution so that the three non-binding advisory public questions set forth below in Section 2 shall appear on the ballot for the June 28, 2022 Primary Election.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, PURSUANT TO 10 ILCS 5/28-5, 65 ILCS 5/3.1-40-60 AND ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTION 11 OF THE ILLINOIS CONSTITUTION OF 1970, AS FOLLOWS:**

**SECTION 1:** The President and Board of Trustees of the Village of Maywood find and determine that all of the recitals contained in the Whereas paragraphs of this Resolution are full, true and correct and are incorporated by reference into Section 1 of this Resolution.

**SECTION 2:** The following three (3) propositions shall be submitted to the voters of this Village at the Primary Election to be held on Tuesday, the 28th day of June, 2022:

1. Should the Village of Maywood adopt an ordinance to allow overnight street parking in residential districts?
2. If overnight street parking in residential districts is allowed, are you in favor of changing certain two-way traffic residential streets to one-way traffic residential streets to accommodate overnight street parking?
3. If the Village of Maywood remains a no overnight street parking community, are you in favor of strict enforcement of the no overnight street parking restriction?

**SECTION 3:** The Village Clerk shall, **not less than sixty-eight (68) days** before the regularly scheduled Primary Election to be held on June 28, 2022, certify and deliver to the County Clerk of Cook County the proposition as hereinabove set forth to be submitted to the voters of this Village at said Election. Such certification shall include the form of the public question to be placed on the ballot, the date on which the public question was initiated by the adoption of this Resolution, and a certified copy of this Resolution.

**SECTION 4:** Notice of said Election (the "Notice") and the referendum shall be given in accordance with the Election Code of the State of Illinois, 10 ILCS 5/1-1 et seq., (the "Election Code") by the County Clerk and by the Election Commission by: (i) **publishing a Notice not more than 30 nor less than 10 days** prior to the date of the Election in a local, community newspaper, having general circulation in the Village, and (ii) **posting a copy of the Notice at least 10 days before the date of the Election** at the principal office of the County Clerk and the Election Commission, all in accordance with Article 12 of the Election Code (10 ILCS 5/12).

**SECTION 5:** The Village shall also post a copy of the Notice at the principal office of the Village prior to the date of the Election in a timely manner in accordance with Section 12-5 of the Election Code (10 ILCS 5/12-5).

**SECTION 6:** Where an electronic, mechanical or electric voting system ("Electronic Voting System") is used at the Election, a true and legible copy of the specimen ballot label to be used at the Election shall be published and made available for public distribution and shall be supplied to the judges of said Election for posting in the polling places on the date of the Election, as required by Section 24A-18 of the Election Code (10 ILCS 5/24A-18).

**SECTION 7:** The President and Board of Trustees of the Village find and determine that the *Chicago Sun Times* is a local, community newspaper having general circulation in the Village as required by Sections 12-4 and 12-5 of the Election Code (10 ILCS 5/12-4 and 12-5).

**SECTION 8:** Said Election shall be held and conducted and the returns thereof duly canvassed, all in the manner and the time provided by State law.

**SECTION 9:** All resolutions and parts thereof, in conflict herewith, be and the same are repealed, and this Resolution shall be in full force and effect from and upon its adoption.

**ADOPTED** this 5th day of April, 2022, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this 5th day of April 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







# VILLAGE OF MAYWOOD

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

February 25, 2022

## **Recommendation on Overnight Parking being placed as question on upcoming June 28, 2022, election**

Mayor Booker and Board of Trustees,

The Village of Maywood currently has a no overnight parking policy. In reviewing policies in the surrounding communities such as Broadview, Melrose Park, Forest Park, River Forest, Westchester among others the village current aligns with their similar polices. When looking at the community of the Village of Bellwood, they allow for overnight parking, but many of their residential streets are one-way streets. Some residents have asked that this policy be changed, some have asked that it be more strictly enforced. Before the committee goes further into discussing enforcing no parking more strictly and/or establishing new overnight parking mapping, The Ordinance and Policy Committee recommends the following questions be placed on the June 28, 2022, for residents to make a vote:

Question 1. The Village of Maywood currently has an ordinance of no street parking. Are you in favor of the Village allowing street parking overnight?

Question 2. If overnight street parking was allowed some residential streets that allow 2-way traffic would potentially become one way traffic. Would you be in favor of traffic flow changes to accommodate overnight street parking

Question 3. If the Village remains a no overnight street parking community, would you be in favor of strict enforcement of no street parking.

Ordinance and Policy Committee

*Shabaun Reyes-Plummer*

Chair Trustee Shabaun Reyes-Plummer

Co-Chair Trustee Antonio Sanchez

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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

**VILLAGE CLERK**, Gwaine Dianne Williams

336 **VILLAGE MANER**, Chasity Wells Armstrong





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**MEMORANDUM**

**TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: February 1, 2022**  
**RE: Year 2022 Referendum Filing Deadlines**  
**Advisory Referendum Procedures**

You have requested details regarding the Year 2022 deadlines for filing referenda to be placed on the upcoming Primary and General Elections. Under the Illinois Election Code, any resolution authorizing a referendum must be adopted not less than **seventy-nine (79)** days before a regularly scheduled election (10 ILCS 5/28-2(c)), and any petition authorizing a referendum must be filed with the appropriate officer not less than **ninety-two (92)** days prior to a regular election (10 ILCS 5/28-2(a)). Any public question properly filed must be certified to the county clerk not less than **sixty-eight (68)** days prior to any regularly scheduled election (10 ILCS 5/28-5). Therefore, given the dates of upcoming elections, resolutions or petitions must be approved or filed as noted below:

<b>ELECTION DATE</b>	<b>PETITION FILED ON OR BEFORE (not less than 92 days prior to election date)</b>	<b>RESOLUTION PASSED ON OR BEFORE (not less than 79 days prior to election date)</b>	<b>CERTIFIED ON OR BEFORE (not less than 68 days prior to election date)</b>
June 28, 2022 (Primary)	March 28, 2022	April 10, 2022	April 21, 2022
November 8, 2022 (General)	August 8, 2022	August 21, 2022	September 1, 2022

**Advisory Questions**

Section 3.1-40-60 of the Illinois Municipal Code, 65 ILCS 5/3.1-40-60, provides that **“by a vote of the majority of the members of the city council, the council may authorize an advisory question of public policy to be placed on the ballot at the next regularly scheduled election in the municipality. The city council shall certify the question to the proper election authority, which must submit the question at an election in accordance with the Election Code.”**

Pursuant to Section 28-1 of the Illinois Election Code, “[a]dvisory questions of public policy shall be submitted to referendum pursuant to Section 28-5 or pursuant to a statute which so provides.” 10 ILCS 5/28-1. Section 28-1 also states (emphasis added):

**“Irrespective of the method of initiation, not more than 3 public questions** other than (a) back door referenda, (b) referenda to determine whether a disconnection may take place where a city coterminous with a township is proposing to annex territory from an adjacent township, (c) referenda held under the provisions of the Property Tax Extension Limitation Law in the Property Tax Code, (d) referenda held under Section 2-3002 of the Counties Code, or (e) referenda held under Article 22, 23, or 29 of the Township Code **may be submitted to referendum with respect to a political subdivision at the same election.**

**If more than 3 propositions are timely initiated or certified for submission at an election** with respect to a political subdivision, **the first 3 validly initiated, by the filing of a petition or by the adoption of a resolution or ordinance** of a political subdivision, as the case may be, **shall be printed on the ballot and submitted at that election.”**

Therefore, the Village may adopt a resolution authorizing up to three (3) advisory questions each election that pertain to one or more public policy topics. At times, State law dictates the content of a referendum question (e.g., certain bond issuances), but, in the case of an advisory referendum, the municipality controls the content. Keys to drafting referendum questions include simplicity, clarity and being concise.

#### **Restrictions On Involvement of Municipal Employees and Officials**

The following information is important and should be considered relative to any efforts by the Village, or their elected or appointed officials or employees acting in their official capacities, to promote any referendum. As explained below, **while municipalities may not take any action to suggest support for or against a referendum, they may disseminate factual information relating to a referenda question. Criminal sanctions can be assessed against persons convicted of violating the applicable laws.** The following is a summary of the law pertaining to municipalities promoting referenda:

- Under the Illinois Election Code, municipalities, including their officials and employees, cannot use public funds to urge a voter to vote for or against any proposition. But a municipality may use public funds to disseminate factual information relating to any referendum proposition. 10 ILCS 5/9-25.1(b).
- Violations of Election Code: First time violation is a Class B misdemeanor (maximum \$1,500 penalty plus up to 6 months jail time); and second or subsequent violations are a Class A misdemeanor (maximum \$2,500 penalty plus up to 364 days jail time).
- Under the State Officials and Employees Ethics Act, municipalities, including their officials and employees, cannot: plan, conduct, or participate in a public opinion poll for or against a referendum question; survey or gather information from potential or actual voters to determine probable vote outcome for or against a referendum question; assist at the polls for or against any referendum question; prepare, circulate, review, or file any petition for or against any referendum question; and distribute, prepare, or mail campaign literature, campaign signs, or other campaign material for or against any referendum question. 5 ILCS 430/1-5(4)-(8), (11)-(13).

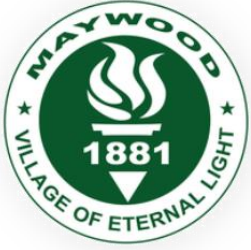
- Violations of State Officials and Employees Ethics Act: violation is a Class A misdemeanor (maximum \$2,500 fine, plus up to 364 day's jail time).

Of course, residents or businesses may organize campaigns and spend their own private funds urging votes for or against the referendum. If private expenditures for or against the referendum exceed Five Thousand Dollars (\$5,000.00), the residents or businesses must register with the State Board of Elections as a ballot initiative committee. See 10 ILCS 5/9-1.8(e).

If there are any questions, please contact me.

*Mike*

cc. Gwaine Dianne Williams, Village Clerk  
Chasity Wells-Armstrong, Village Manager  
Michael A. Marrs, Village Attorney



# VILLAGE OF MAYWOOD

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

April 1, 2022

## **Recommendation to create ordinance for Village Board Legislative Counsel**

### **Office created; powers and duties.**

It is in the best interests of the Village of Maywood for the Village Board of Trustees to retain legislative counsel independently to serve as legal advisor to the Village Board and counsel on matters relating to their legislative duties, which may include, but are not limited to, the drafting of ordinances, contract documents, opinions on the powers of the legislative branch, analysis of the validity of actions taken by the Village, review of litigation issues, representation of the corporate authorities regarding legislative matters in litigation, defend the Village Board and its members against claims and lawsuits, advise the Village Board on other proposed amendments to the Village of Maywood Code of Ordinances, settlement of litigation, tax increment financing, economic development, other economic, finance, and tax related issues as may come before the Village Board and any committees thereof, and providing other advice on matters within the purview of the legislative branch of municipal government. The legislative counsel shall attend meetings of the Village Board, and any committees thereof, as requested by the members of the Village Board. The legislative counsel shall be parliamentarian of the Village Board and, upon request, shall render opinion and advice on questions of parliamentary law and procedure applicable to matters arising before the Village Board. The Trustees shall each be authorized to direct questions related to their legislative duties to the independent legislative counsel. Trustees may seek legal counsel regarding any matters within the range of items specified above. The independent legislative counsel shall be retained at a rate authorized by the Village Board for any term but not exceeding the term of the Village President. The legislative counsel shall be appointed by a majority vote of the members of the Village Board.

*Nathaniel George Booker*

Mayor Nathaniel George Booker

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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 MANER**, Chasity Wells Armstrong