NOTICE AND AGENDA FOR
SPECIAL VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
TUESDAY, JANUARY 18, 2024 AT 6:00 P.M.
COUNCIL CHAMBERS
125 SOUTH 5TH AVENUE
MAYWOOD, ILLINOIS

THIS MEETING WILL BE CONDUCTED AS AN IN-PERSON MEETING.

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 and Click "Video On Demand".
Public comments can be 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.gov and nkornegay@maywood-il.gov .

**AGENDA**

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 and the Village Special Board Meetings of the Board of Trustees on Tuesday, May 16 and Tuesday, May 30, 2023.** **8**
6. **Oaths, Reports, Proclamations, Announcements and Appointments**
   A. Recognition of police personnel - Officer Donna Lewis and Lieutenant Eric Dent for completion of Northwestern School of Police Staff and Command. Deputy Chief Yancy
7. **COMMITTEE OF THE WHOLE AGENDA ITEMS:**
8. **Finance Management Reports:**
   A. Financial Report in the amount of $1,799,440.44. 19
   B. Warrant List #200538 dated June 16, 2023 in the amount of $3,641,382.77. 121
9. **Village President's Report**
   A. National League of Cities
      1) NLC Good Jobs, Great Cities 147

2) Rail Safety Act 2023 149

3) US Department of Education; Raise the Bar, Engage Every Youth Summit 167

4) NLC Local Infrastructure Hub - Drinking Water 175

B. Career & Life Readiness Initiative Summer Session 178

C. US Conference of Mayor's Recap

1) Mayor's Alliance to End Childhood Hunger - Health, Hunger, and Nutrition Task Force 179

2) Campaign for Tobacco-Free Kids-Flavored Vape Products 223

D. Temporary Liquor License for July 7th Grand Opening Approval - Legend's Grille (9 N 5th Ave) 229

E. Status Report regarding: Payment of $25,000.00 from Village Recreational Tax Fund to the Maywood Park District for Village Contribution to Staffing, Security and Operational Costs of Park District Pool Program for 2023 Pool Season at Proviso East Pool. (Motion listed below under the Omnibus Portion of the Agenda).

10. **Public Comments:**

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

A. Monthly Reports by Village Manager and Department Heads 230

B. Status Report regarding: Purchase of a new S740 Bobcat vehicle from Atlas Bobcat of Elk Grove Village, Illinois in an amount of $59,807.00 (adjusted to account for trade-in value and purchase of extra equipment) per Quotation dated May 5, 2023 with a waiver of the competitive bidding process. See, Village Staff Memo dated May 5, 2023 from Director of Public Works. (Motion listed below under the Omnibus Portion of the Agenda). 234

C. Status Report regarding: Purchase of an Envirosight Bluetooth Sewer Camera for the New Vactor Truck (Model 2100i) from Standard Equipment Company of Elmhurst, Illinois in an amount of $12,000.00 per Invoice dated May 31, 2023 with a waiver of the competitive bidding process. See, Village Staff Memo dated June 13, 2023 from Village Manager. (Motion listed below under the Omnibus Portion of the Agenda). 239

D. Status Report regarding: Purchase and installation of six (6) sets of emergency lights for six (6) Code Enforcement Department vehicles from ABC Automotive Electronics of Forest Park, Illinois per Quote dated May 15, 2023 for an amount not to exceed $9,000.00. See, Village Staff Memo dated June 6, 2023 from Village Manager. (Motion listed below under the Omnibus Portion of the Agenda). 241

E. Status Report regarding: Purchase of two (2) Police Department Vehicles (2023 Ford Police Interceptor Utility AWD Vehicles) from Piemonte Fleet of Melrose Park, Illinois per Quote dated May 29, 2023 for an amount equal to $84,160.00 with Bid Waiver (Ford Government Pricing Concession). See, Village Staff Memo dated June 9, 2023 from Acting Police Chief. (Motion listed below under the Omnibus Portion of the Agenda). 244

F. Status Report regarding: Demolition Contract Proposal for 1323 South 5th Avenue Property from Spirit Wrecking & Excavation, Inc. of Chicago, Illinois dated June 7, 2023 in an amount equal to $55,000.00 with Bid Waiver based on 254

solicitation of competitive proposals. Use of See, Village Staff Memo dated May 20, 2023 from Director of Building & Code. (Ordinance listed below under the Omnibus Portion of the Agenda).

G. Status Report regarding: Lease Agreement with Konica Minolta Business Solutions U.S.A., Inc. for Business Process Management Improvement Project (60 Month Term; $1,267.85 Fee per Month; 3 New Color Photocopiers with E-Fax Capability, Data Security and Protection Features and Maintenance Services Included) With Bid Waiver. See, Village Staff Memo dated June 13, 2023 from Village Manager. (Resolution listed below under the Omnibus Portion of the Agenda). 271

H. Status Report regarding: Application for ANLAP Sale / ROW Vacation of Village Parkway / Right-of-Way Parcel Adjacent to 158 South 19th Avenue Property. See, Village Staff Memo dated June 20, 2023 from Director of Community Development. (Resolution listed below under the Omnibus Portion of the Agenda). 301

I. Status Report regarding: Zoning Code Updates and Business Regulation Updates Responding to Moratorium (Salon, Barber And Nail Shops, Live Music Permits, Pop-Up Retail, Special Event Space, Tobacco Shops And Fast Food). See, Plan Commission / Zoning Board of Appeals Recommendation No. 23-003 dated May 9, 2023, Proposed E Overlay District Map and Proposed Entertainment District Overlay District Map Recommended by Plan Commission / Zoning Board of Appeals and Village Staff Memo dated May 16, 2023.

J. Status Report regarding: Application for TIF Matching Grant Business Improvement Program Grant from Covenant Health Ambulance Service Inc. for the Redevelopment of 1311 South 5th Avenue Property to establish a new location for an office and dispatch center for the nonemergency ambulance service (Requested Funds: Up to $25,000.00 of reimbursement of eligible improvements). See, Village Staff Memo dated June 9, 2023 from Director of Community Development. (Ordinance listed below under the Omnibus Portion of the Agenda). 311

K. Status Report regarding: Ratification of the Facility Use Agreement with the Maywood Public Library District. See Village Staff Memo dated June 20, 2023 from Village Manager. (Motion to ratify the approval and execution of the Facility Use Agreement with the Maywood Public Library District is listed under Omnibus.) 348

L. Status Report regarding: 3-Month Agreement with ADT for a mobile security camera. See ADT letter dated June 14, 2023 and ADT Commercial Proposal and Sales Agreement. (Motion to ratify the approval and execution of the Commercial Proposal and Sales Agreement with ADT is listed under Omnibus.) 352

12. **Village Attorney Report:**

A. Status Report Regarding: An Ordinance Amending Title IX (General Regulations), Chapter 99 (Towing Of Vehicles), Section 99.26 (Aggravated Fleeing And Eluding A Peace Officer; Impoundment) of the Maywood Village Code to Impose an Administrative Penalty for Violations. See, Memo dated June 14, 2023 from Klein, Thorpe and Jenkins, Ltd. (Ordinance listed below under the Omnibus Portion of the Agenda). 353

B. Status Report regarding: First Amendment and Satisfaction of Redevelopment Agreement for 1000 South 19th Avenue with 1900 Maywood LLC (Developer) and BP Pecos, LLC (Owner). See, Memo dated June 14, 2023 from Klein, Thorpe and Jenkins, Ltd. (Resolution listed below under the Omnibus Portion of the Agenda). 359

C. Status Report regarding: Real Estate Purchase and Sale Agreement for 315 384

West Roosevelt Road with Neville Reid, not individually but solely in his capacity as the bankruptcy trustee for LLC 1 07CH12487. See, Memo dated June 14, 2023 from Klein, Thorpe and Jenkins, Ltd. (Ordinance listed below under the Omnibus Portion of the Agenda).

D. Status Report regarding: Request for Class "C" Liquor License (Temporary Special Event Liquor License For Non-Village Owned Property) by Applicant Legends Grill for the “Grand Opening Celebration” Special Event to be held at the 9 North 5th Avenue Property (Special Event Date: July 7, 2023). See, Memo dated June 14, 2023 from Klein, Thorpe and Jenkins, Ltd. (Ordinance listed below under the Omnibus Portion of the Agenda).

E. Status Report regarding: Updated Schedules for Formation of Four (4) New TIF Districts. See, Memo dated June 14, 2023 from Klein, Thorpe and Jenkins, Ltd. (For Information Only). 414

F. Status Report regarding: Park Land Conveyances to Park District. See, Memo dated June 14, 2023 from Klein, Thorpe and Jenkins, Ltd. (For Information Only). 415

13. **Trustee Committee Reports:**

A. Community Policing & Public Safety Committee: No Report

B. Engagement & Communications Committee: No Report.

C. Fiscal Accountability & Government Transparency Committee. No Report

D. Infrastructure & Sustainability Committee: No Report

E. Ordinance & Policy Committee: No Report

F. Planning & Development Committee: No Report

14. **SPECIAL VILLAGE BOARD MEETING AGENDA ITEMS:**

15. **Omnibus Agenda Items:**

A. Motion to Approve the Monthly Financial Report in the amount of $1,799,440.44.

B. Motion to Approve the Warrant List #200538 dated June 16, 2023 in the amount of $3,641,382.77.

C. Motion to Approve purchase of a new S740 Bobcat vehicle from Atlas Bobcat of Elk Grove Village, Illinois in an amount of $59,807.00 (adjusted to account for trade-in value and purchase of extra equipment) per Quotation dated May 5, 2023 with a waiver of the competitive bidding process. See, Village Staff Memo dated May 5, 2023 from Director of Public Works.

D. Motion to Approve the Purchase of an Envirosight Bluetooth Sewer Camera for the New Vactor Truck (Model 2100i) from Standard Equipment Company of Elmhurst, Illinois in an amount of $12,000.00 per Invoice dated May 31, 2023 with a waiver of the competitive bidding process

E. Motion to Approve Purchase and installation of six (6) sets of emergency lights for six (6) Code Enforcement Department vehicles from ABC Automotive Electronics of Forest Park, Illinois per Quote dated May 15, 2023 for an amount not to exceed $9,000.00.

F. Motion to Approve Purchase of two (2) Police Department Vehicles (2023 Ford Police Interceptor Utility AWD Vehicles) from Piemonte Fleet of Melrose Park, Illinois per Quote dated May 29, 2023 for an amount equal to $84,160.00 with a waiver of the competitive bidding process in lieu of purchasing under the Ford Government Pricing Concession Program

G. Motion to Approve Payment of $25,000.00 from Village Recreational Tax Fund to the Maywood Park District for Village Contribution to Staffing, Security and Operational Costs of

Park District Pool Program for 2023 Pool Season at Proviso East Pool.

H. Motion to Ratify the Approval and Execution of the Facility Use Agreement with the Maywood Public Library District.

I. Motion to Authorize the Approve and Execution of the 3-Month Agreement with ADT for a mobile security camera per the ADT Commercial Proposal and Sales Agreement dated June 14, 2023.

J. Motion to Direct Village Staff and Village Attorney to Prepare the Necessary Documents for Approval at a Future Village Board Meeting: Application for ANLAP Sale / ROW Vacation of Village Parkway / Right-of-Way Parcel Adjacent to 158 South 19th Avenue Property.

K. RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS AND APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. FOR BUSINESS PROCESS MANAGEMENT IMPROVEMENT PROJECT (60 MONTH TERM; $1,267.85 FEE PER MONTH; 3 NEW COLOR PHOTOCOPIERS WITH E-FAX CAPABILITY, DATA SECURITY AND PROTECTION FEATURES AND MAINTENANCE SERVICES INCLUDED

L. RESOLUTION APPROVING A FIRST AMENDMENT AND SATISFACTION OF THE REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC (DEVELOPER) AND BP PECOS, LLC (OWNER) FOR THE SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1000 SOUTH 19th AVENUE

M. ORDINANCE AUTHORIZING THE APPROVAL OF AN APPLICATION FOR A VILLAGE TIF MATCHING BUSINESS IMPROVEMENT PROGRAM GRANT FOR COVENANT HEALTH AMBULANCE SERVICE INC. FOR BUILDING REHABILITATION AND PARKING LOT IMPROVEMENTS AT 1311 SOUTH 5TH AVENUE PROPERTY LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE GRANT APPLICATION

N. ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN NEVILLE REID, AS BANKRUPTCY TRUSTEE FOR LLC 1 07CH12487, AND THE VILLAGE OF MAYWOOD FOR THE PURCHASE BY THE VILLAGE OF THE 315 WEST ROOSEVELT ROAD LOCATED WITHIN THE ROOSEVELT ROAD TAX INCREMENT FINANCING DISTRICT AND FOR THE APPROPRIATION AND EXPENDITURE OF ROOSEVELT ROAD TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR THE PURCHASE OF THE REAL ESTATE AND OTHER TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE PURCHASE

O. ORDINANCE AUTHORIZING THE CREATION AND ISSUANCE OF A CLASS "C" LIQUOR LICENSE (TEMPORARY SPECIAL EVENT LIQUOR LICENSE FOR NON-VILLAGE OWNED PROPERTY) TO APPLICANT LEGENDS GRILL FOR THE “GRAND OPENING CELEBRATION” SPECIAL EVENT TO BE HELD AT THE 9 NORTH 5TH AVENUE PROPERTY (Special Event Date: July 7, 2023

P. ORDINANCE AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS IN LIEU OF SOLICITATION OF COMPETITIVE PROPOSALS AND AUTHORIZING THE APPROVAL AND EXECUTION OF DEMOLITION CONTRACT PROPSAL WITH LOW PROPOSAL, WRECKING & EXCAVATION, INC. OF CHICAGO, ILLINOIS TO DEMOLISH AN ABANDONED, DILAPIDATED, UNSAFE STRUCTURE AT 1323 SOUTH 5TH AVENUE PROPERTY LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / FIFTH

AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE DEMOLITION WORK

Q. ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 99 (TOWING OF VEHICLES), SECTION 99.26 (AGGRAVATED FLEEING AND ELUDING A PEACE OFFICER; IMPOUNDMENT) OF THE MAYWOOD VILLAGE CODE TO IMPOSE AN ADMINISTRATIVE PENALTY FOR VIOLATION

16. **New Business:** None

A. Consideration of and Motion to Approve Village President Appointments to Trustee Committees*: 416

1. Community Policing & Public Safety Committee
2. Engagement & Communications Committee
3. Fiscal Accountability & Government Transparency Committee
4. Infrastructure & Sustainability Committee
5. Ordinance & Policy Committee
6. Planning & Development Committee

17. **Old Business:**

A. ORDINANCE AMENDING THE MAYWOOD ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE VILLAGE RELATIVE TO THE LOCATION, DEVELOPMENT, INSTALLATION, CONSTRUCTION, LICENSING AND OPERATION OF BARBER SHOPS, HAIR SALONS, NAIL SHOPS, LIVE MUSIC PERMITS, POP-UP RETAIL STORES, SPECIAL EVENT SPACES, TOBACCO SHOPS AND FAST-FOOD RESTAURANTS, THE CREATION OF AN ENTERAINMENT OVERLAY DISTRICT, AND TO MAKE VARIOUS OTHER CHANGES. 418

B. AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE XI (BUSINESS REGULATIONS) OF THE MAYWOOD VILLAGE CODE RELATIVE TO THE LICENSING AND REGULATION OF VARIOUS USES AND ACTIVITIES, INCLUDING LIVE ENTERTAINMENT, TOBACCO SHOPS, SMOKING LOUNGES, BANQUET HALLS/SPECIAL EVENT SPACES, BYOB REGULATION, AND SALES OF ALCOHOLIC LIQUOR AND TOBACCO. 443

18. **Board of Trustee Comments:**

19. **For Discussion Only Items:**

20. **Closed Meeting Session**

A. Pending Litigation (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 of property owned by the Village (5 ILCS 120/2(c)(6)).

21. **Adjournment**

cc: Mayor Nathaniel George Booker

| | |
|---|---|
| Trustees: | Isiah Brandon<br>Miguel Jones<br>Melvin L. Lightford, Sr.<br>Aaron Peppers<br>Antonio Sanchez<br>Rahmaan “Ray” Williams |
| Acting Village Clerk | Tori-Love Garron |
| Acting Village Manager | James Krischke |

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
BOARD OF TRUSTEES
COMBINED COMMITTEE OF THE WHOLE MEETING / SPECIAL BOARD MEETING MINUTES
TUESDAY, MAY 16, 2023

Call to Order

The Village of Maywood Board of Trustees Combined Committee of the Whole Meeting and Special Board Meeting of Tuesday, May 16, 2023, was called to order by Mayor Nathaniel George Booker at 7:02 p.m. in the Council Chambers at 125 South 5th Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Connie Thompkins, Village Deputy Clerk II, 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.

Staff Attendance:

LaSondra Banks, Community Engagement Manager
Craig Bronaugh Jr., Chief of the Fire Department
Walter Duncan, Building and Code Enforcement Director
James Ellexson, Director of Human Resources
James Krischke, Village Manager
Michael Jurusik, Village Attorney
Bill Peterhansen, Village Engineer
Lanya Satchell, Director of Finance
Angela Smith, Director of Community Development
Connie Thompkins, Deputy Clerk II
John West, Public Works Director
Theodore Yancy, Deputy Chief of Police
Greg Buchanan, Superintendent of Building and Code

Invocation: Rodney Smith, Chaplain

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 Committee of the Whole and the Special Board Meeting of the Board of Trustees for Tuesday, April 18, 2023.

Motioned by Trustee Brandon and Seconded by Trustee Reyes- Plummer to approve.
Ayes: Mayor Booker, Trustees Brandon, Reyes-Plummer, Sanchez, Lightford, and Peppers
Abstain: None
Absent: Trustee M. Jones
Motion Carried

Oaths, Reports, Proclamations, Announcements, and Appointments: Ms. Banks made announcements of community events and condolences for Village of Maywood residents, and Trustee Brandon and Peppers announced condolences for a Maywood Resident(s).

COMMITTEE OF THE WHOLE AGENDA ITEMS:

Finance Management Report(s):

A. Financial Analysis for the month ending March 31, 2023.
B. Financial Report in the amount of $ 3,128,196.09.
C. Warrant List #200537 dated May 11, 2023, in the amount of $ 2,765,596.74. Trustee Brandon sought clarification on Check Nos. 109207, 109244, 109357, 109417, 109437, and 109446.

Village President Report(s): No Discussion

A. Maywood Park District Updates: Director Hall gave a PowerPoint Presentation

B. Green Town Summit: No discussion

C. National League of Cities Grant: No discussion

D. Summer Community Calendar: No discussion

E. Committees & Commissions Update: Consensus to June board meeting.

F. National League of Cities Grant- City Inclusive: No discussion

G. Operation Uplift Juneteenth & Street Designation: No discussion

H. Illinois Municipal League Civility Pledge: No discussion

I. Maywood Fest & Community Celebrations: No discussion

J. Subcontract Agreement w/Alternative Schools Network: No discussion

Public Comment: Meg Verre : Mayor Responded

Village Manager Report(s): Discussion ensued on Item I.

A. Village Manager and Department report(s). (Attachments)

B. Status Report regarding: Amendments to the village Insurance Policies (Adjustment of Excess Liability Coverage, Adjustment to property and Inland Marine Policy, and additional Coverage for the Village-Owned Equipment) [Net Premium Savings: $24,174.00]. See cover memo dated May 16, 2023, from Village Manager. (Motion listed below under the Omnibus Portion of the Agenda).

C. Status Report regarding: Purchase of Forty (40) New firefighter Helmets from W.S Darley Company for $13,600.00 based on solicitation of competitive proposals with a waiver of the competitive bidding process. See the cover memo dated May 16, 2023, from Village Manager and the Village Staff memo dated April 20, 2023. (Motion listed below under the Omnibus portion of the agenda).

D. Status Report regarding: Purchase of a Ford F550 Arbor Box Truck from Currie Motors of Frankfort, Illinois in the amount of $122,872.00 with a waiver of the competitive bidding process and a finance proposal from KS state bank dated May 2, 2023 [Three Year Repayment Term; Annual Payment of $43,467.83; Interest Rate: 6.260%]. (Motion listed below under the Omnibus portion of the agenda).

E. Status Report regarding: Purchase of a Two Ton Asphalt Hot Box from Mid-West Paving Equipment, Inc. of Glen Ellyn, Illinois in the amount of $34,553.00 with a waiver of the competitive bidding process. See the cover memo dated May 16, 2023, from Village Manager and the Village staff memo dated May 1, 2023. (Motion listed below under the Omnibus Portion of the agenda).

F. Status Report regarding: Ratify purchase of a New Vactor Truck (Model 2100i) from Standard Equipment Company of Elmhurst, Illinois in the amount of $568,940.00 with a waiver of the competitive bidding process with a new Finance Proposal from KS state bank dated April 25, 2023, for the purchase of the Vactor Truck [Five- Year Repayment term; Annual Payments of $125,573.96; Interest Rate of 5.760%]. See cover memo dated May 16, 2023, from Village Manager. (Motion listed below under the Omnibus Portion of the agenda).

G. Status Report regarding: Cost Sharing Intergovernmental Agreement with the Village of Melrose Park for the 9th Avenue Resurfacing Project, with a cover memo dated May 16, 2023, from the Village Manager (Resolution listed below under the Omnibus Portion of the agenda).

H. Status Report regarding: Agreement with CGI Communications, Inc. d/b/a CGI Digital for Production of Certain Community Showcase Video Programs. See the cover memo dated May 16, 2023, from the Village Manager (Resolution listed below under the Omnibus Portion of the agenda).

I. Status Report regarding: Zoning Code Updates and Business Regulations Updates Responding to Moratorium (Salon, Barber, and Nail Shops, Live music Permits, Pop-Up Retail, Special Event Spaces, Tobacco Shops, and Fast Food). See plan commission/ board of zoning appeals recommendations No 23-003 dated May 9, 2023, and Village Staff memo dated May 16, 2023

1). PowerPoint Presentation by Ms. Strungys (Camiros) and Director Smith

J. Status Report regarding: Adoption of New Building Code Regulations (2018 International Building Code). See Village staff memo dated May 5, 2023. (Motion listed below under the Omnibus portion of the agenda).

K. Status Report regarding: Employer/ Worksite Agreement with Black Men United (BMU) Agreement for DHS Youth work program. See cover memo dated May 16, 2023, from Village Manager.

L. Status Report regarding: Proposal of Benjamin Historic Certifications, LLC to prepare a Maywood Historic District Nomination to assist with recognition of a Village Historic District and to facilitate National, State, and Local Register and Landmark Designations of certain properties located outside and within the Madison Street/ Fifth Avenue Tax Increment Financing District. (Fee: $28,000.00). See the cover memo dated May 16, 2023, from the Village Manager and the cover memo dated May 10, 2023, from Klein, Thorpe, and Jenkins, Ltd.

M. Status Report regarding: Redevelopment Proposal by Yours Café & Bistro LLC for 1115 South 5th Avenue Property and request for economic incentives (Reimbursement of eligible project cost up to $25,000.00 per Maywood matching Grant Business Improvement Program; Cook County Class 7(a) Real Estate Tax Incentive; and Enterprise Zone Incentives for building material costs). See Village Staff memo dated May 16, 2023.

Village Attorney Report: No Discussion 9:34 pm

A. Status Report regarding: Letter of intent from the sale price of 615 South 5th Avenue (Grocery Store Site). See the letter of intent, Ordinance, and a confidential cover memo dated May 10, 2023, from Klein, Thorpe, and Jenkins, Ltd. (Authorization Resolution listed below under the Omnibus portion of the agenda).

B. Status Report regarding: Vacation of a portion of Lexington Avenue Right-of-Way for the improvement and maintenance of parking spaces by West 40 intermediate service center. See the Ordinance and cover memo dated May 10, 2023, from Klein, Thorpe, and Jenkins, Ltd. (Resolution listed below under the Omnibus portion of the agenda).

C. Status Report regarding: Ordinance Amending section 33.16 (Maywood Fire Department Foreign Fire Insurance Tax Fund Association) of chapter 33 (Fire Department) of title III (Administration) to comply with amendments to the Foreign Fire Insurance License Fee Act. See the cover memo dated May 10, 2023, from Klein, Thorpe, and Jenkins, Ltd. (Ordinance listed below under the Omnibus portion of the agenda).

D. Status Report regarding: Economic Incentive and Tax Increment Allocation Financing Development Agreement with 1700-1704 S 1st, LLC (Vequity) for Redevelopment of 1700 to 1718 South 1st Avenue properties for land acquisition, Building Rehabilitation, and parking lot improvements at 1700 to 1718 South 1st Avenue properties for single tenant retail/restaurant use with a drive-thru facility. See the Ordinance agreement, Village staff memo dated April 11, 2023, and a cover memo dated May 10, 2023, from Klein, Thorpe, and Jenkins Ltd. (Ordinance and agreement listed below under the Omnibus portion of the agenda).

E. Status Report regarding: Filing a proof of claim on behalf of the Village prior to the May 31, 2023, deadline in the Endo International PLC (Pharmaceutical Company) Chapter 11 Bankruptcy Case (U.S Bankruptcy Court for the Southern District of New York; Case No. 22-22549). See the email dated May 2, 2023, from Attorney Theo Benjamin of the Edelson Law firm (Village Special Class Action Counsel for Opioid Litigation) and the Confidential cover memo dated May 10, 2023, from Klein, Thorpe, and Jenkins, Ltd. (Motion listed below under the Omnibus portion of the agenda).

F. Status Report regarding: IPMG third-party administration agreement for May 1, 2023, to May 1, 2024. See the cover memo dated May 10, 2023, from Klein, Thorpe, and Jenkins, Ltd (Ordinance listed below under the Omnibus portion of the agenda).

Trustee Committee Reports:

A. Community Policy and Public Safety Committee: No Report

B. Engagement and Communications Committee – No Report

C. Fiscal Accountability and Government Transparency Committee – No Report

D. Infrastructure and Sustainability Committee – No Report

E. Ordinance and Policy Committee – No Report

F. Planning & Development Committee – No Report

SPECIAL VILLAGE BOARD MEETING AGENDA ITEMS:

Omnibus Agenda Items: Motioned by Trustee Reyes-Plummer and seconded by Trustee Sanchez to approve Omnibus Items A through AA except for P, Q, W, and Z.

**A.** Motion to Approve the monthly financial report in the amount of $3,128,196.09. **B.** Motion to Approve the Warrant List #200537 dated May 11, 2023, in the amount of $2,765,596.74. **C.** Motion to Approve Certain Amendments to the Village Insurance Policies (Adjustment of Excess Liability Coverage, Adjustment to Property and Inland Marine Policy, and Additional Coverage for Village-Owned Equipment), which will result in a net insurance premium savings to the Village of $24,174.00. **D.** Motion to Approve Quotation dated July 5, 2022, from W.S. Darley Company of Itasca, Illinois for the Purchase of Forty (40) New Firefighter Helmets in the amount of $13,600.00 based on solicitation of competitive proposals with a waiver of the competitive bidding process**. E.** Motion to Approve the Purchase of a Ford F550 Arbor Box Truck from Curie Motors of Frankfort, Illinois in an amount of $122,872.00 with a waiver of the competitive bidding process and Approval of a Finance Proposal from KS State Bank dated May 2, 2023, for the purchase of the Ford F550 Arbor Box Truck with a Three-Year Repayment Term, an Annual Payment of $43,467.83 and an Interest Rate of 6.260%. **F.** Motion to Approve an Estimate dated April 28, 2023, for the Purchase of a Two Ton Asphalt Hot Box from Mid-West Paving Equipment, Inc. of Glen Ellyn, Illinois in the amount of $34,553.00 with a waiver of the competitive bidding process. **G.** Motion for Approval to Ratify purchase of a New Vactor Truck (Model 2100i) from Standard Equipment Company of Elmhurst, Illinois in an amount of $568,940.00 with a waiver of the competitive bidding process with a new Finance Proposal from KS State Bank dated April 25, 2023, for the purchase of the Vactor Truck [Five-Year Repayment Term; Annual Payments of $125,573.96; Interest Rate of 5.760%]. See cover memo dated May 16, 2023, from Village Manager. (Motion listed below under the Omnibus Portion of the Agenda). **H.** Motion to Ratify Employer / Worksite Agreement with Black Men United (BMU) of Chicago, Illinois for DHS Youth Work Program. **I.** Motion to Accept Village Staff's Recommendation to Enact Certain Code Amendments to the Maywood Village Code Adopting Portions of the 2018 International Code Council – Building Regulations and Authorize and Direct Village Staff and the Village Attorney to Prepare a Code Amendment Ordinance Enacting the Code Amendments. **J.** Motion to Authorize and Direct the Edelson Law Firm to complete and submit, on behalf of the Village of Maywood, a Proof of Claim form in the Endo International PLC (Pharmaceutical Company) Chapter 11 Bankruptcy Case (U.S. Bankruptcy Court for the Southern District of New York; Case No. 22-22549). **K.** Motion to Authorize and Direct Village Staff and Village Attorney to Prepare a Code Amendment Ordinance with Zoning Code Updates and Business Regulation Updates Responding to Moratorium (Salon, Barber and Nail Shops, Live Music Permits, Pop-Up Retail, Special Event Space, Tobacco Shops and Fast Food) in conformance with the Plan Commission / Board of Zoning Appeals Recommendation No. 23-003 dated May 9, 2023, subject to Village Board Input. **L.** Motion to Authorize and Direct Village Attorney to Prepare (a) a Resolution Supporting the Issuance of a Cook County Class 7(a) Real Estate Tax Incentive, (b) a Resolution Approving Enterprise Zone Incentives Relative to Building Material Costs, and (c) an Ordinance Approving Reimbursement of Eligible Project Costs up to $25,000.00 per Maywood Matching Grant Business Improvement Program for the Redevelopment of the 1115 South 5th Avenue Property by Yours Café & Bistro LLC. **M.** ORDINANCE VACATING A 20.00 FOOT WIDE BY 337.00-FOOT-LONG PORTION OF THE 4TH AVENUE RIGHT-OF-WAY TO CREATE APPROXIMATELY 23 PARKING SPACES TO BE OWNED AND MAINTAINED BY THE WEST 40 INTERMEDIATE SERVICE CENTER (415 Lexington Street, Maywood, Illinois). **N.** ORDINANCE AMENDING SECTION 33.16 (MAYWOOD FIRE DEPARTMENT FOREIGN FIRE INSURANCE TAX FUND ASSOCIATION) OF CHAPTER 33 (FIRE DEPARTMENT) OF TITLE III (ADMINISTRATION) TO COMPLY WITH AMENDMENTS TO THE FOREIGN FIRE INSURANCE LICENSE FEE ACT.

**O.** ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A NON-BINDING LETTER OF INTENT WITH DEVELOPER JOSEPH'S FRESH MARKETS, LLC TO NEGOTIATE AND PREPARE AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT FOR THE SALE AND REDEVELOPMENT OF THE 615 SOUTH 5TH AVENUE PROPERTY FOR THE OPERATION OF A GROCERY STORE LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF A PORTION OF MADISON STREET / FIFTH AVENUE TIF DISTRICT FUNDS TO PAY FOR VILLAGE-INCURRED TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE LETTER OF INTENT. **R.** RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COST-SHARING INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MELROSE PARK AND THE VILLAGE OF MAYWOOD FOR THE 9TH AVENUE RESURFACING PROJECT. **S.** RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CGI COMMUNICATIONS, INC. D/B/A CGI DIGITAL RELATIVE TO THE PRODUCTION OF CERTAIN COMMUNITY SHOWCASE VIDEO PROGRAMS.**T.** 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, LLC. RELATIVE TO THE GENERAL LIABILITY (PROPERTY AND CASUALTY) PROGRAM AND WORKERS' COMPENSATION PROGRAM (TERM: MAY 1, 2023, TO MAY 1, 2024). **U.** RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBCONTRACT AGREEMENT WITH THE ALTERNATIVE SCHOOLS NETWORK RELATIVE TO THE OPERATION OF ASN ENGAGE OUT-OF-SCHOOL TIME PROGRAM. **V.** RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT BY AND BETWEEN BILLY GENE MOLDEN, JR. AND THE VILLAGE OF MAYWOOD. **X**. Motion for Approval of grant payment for National League of Cities - City Inclusive Entrepreneurship (CIE) to Info Maple in the amount of $12,490 and George Educational Services in the amount of $2,510. **Y.** Motion for Approval of Juneteenth, Northica Stone Street Designation collaboration with Operation Uplift (not to exceed $5,000). **Y.**1) Motion for Approval of Eugene "Gene" Moore Street Designation collaboration with Operation Uplift (not to exceed $3,000). **AA**. Motion for Approval of Illinois Municipal League Civility Pledge.

Ayes: Mayor Booker, Trustees Reyes-Plummer, Sanchez, Lightford, Peppers, and Brandon
Abstain: None
Absent: Trustee M. Jones
Motion Carried

**Pulled Items:**

**P.** ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT WITH DEVELOPER 1700-1704 S 1ST AVE LLC (VEQUITY) FOR THE REDEVELOPMENT OF 1700 TO 1718 SOUTH 1ST AVENUE PROPERTIES LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT AND FOR THE APPROPRIATION AND EXPENDITURE OF A PORTION OF MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE PROJECT (Project: Building Rehabilitation, Land Acquisition and Parking Lot Improvements at 1700 to 1718 South 1st Avenue Properties for Single Tenant Retail / Restaurant Use with Drive-Thru Facility.

Motioned by Trustee Reyes-Plummer and seconded by Trustee Sanchez to approve.
Ayes: Mayor Booker, Trustees Reyes-Plummer, Sanchez, Lightford, Peppers, and Brandon
Abstain: None
Absent: Trustee M. Jones
Motion Carried

**Q.** ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A PROPOSAL OF BENJAMIN HISTORIC CERTIFICATIONS, LLC FOR THE PREPARATION OF A MAYWOOD HISTORIC DISTRICT NOMINATION TO ASSIST WITH RECOGNITION OF A VILLAGE HISTORIC DISTRICT AND TO FACILITATE NATIONAL, STATE, AND LOCAL REGISTER AND LANDMARK DESIGNATIONS OF CERTAIN PROPERTIES LOCATED OUTSIDE AND WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF GENERAL CORPORATE FUNDS AND MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE PROJECT.

Motioned by Trustee Reyes-Plummer and seconded by Trustee Sanchez to approve.
Ayes: Mayor Booker, Trustees Reyes-Plummer, Sanchez, Lightford, Peppers, and Brandon
Abstain: None
Absent: Trustee M. Jones
Motion Carried

**W.** Motion for Approval of expenditures for Maywood Fest and Community Events as shown and as budgeted with ratification by the Village Board, if applicable.

Motioned by Trustee Reyes-Plummer and seconded by Trustee Sanchez to approve.
Ayes: Mayor Booker, Trustees Reyes-Plummer, Sanchez, Lightford, Peppers, and Brandon
Abstain: None
Absent: Trustee M. Jones
Motion Carried

**Z.** Motion for Approval of park expenditures of the remaining contractual commitment (net of $200,000) towards the matching of grant funds for new park purchasing and installation services at Lexington Park, Bataan Park, Stannard Park, and Tot Lot Park with ratification by the Village Board.

Motioned by Trustee Reyes-Plummer and seconded by Trustee Sanchez to approve.
Ayes: Mayor Booker, Trustees Reyes-Plummer, Sanchez, Lightford, Peppers, and Brandon
Abstain: None
Absent: Trustee M. Jones
Motion Carried

New Business Agenda items: None

Old Business Agenda Items: None

Board of Trustee Comments: None

For Discussion Purposes Only: None

Motioned by Trustee Reyes-Plummer and Seconded by Trustee Sanchez to recess into a Closed Session at 10:02 p.m. for the purpose of discussing:

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

Adjournment: Motioned by Trustee Brandon and Seconded by Trustee Lightford to adjourn the Committee of the Whole Meeting and Special Board Meeting at 10:20 p.m. with a unanimous roll call of the Village Board.

_____ _____

Nathaniel George Booker, Mayor

Gwaine Dianne Williams, Village Clerk

cc: Mayor Nathaniel George Booker
Board of Trustees
Acting Village Manager Jim Krischke
Village Clerk Gwaine Dianne Williams

VILLAGE OF MAYWOOD
COMMITTEE OF THE WHOLE MEETING / SPECIAL BOARD MEETING MINUTES
TUESDAY, May 30, 2023

Call to Order

The Village of Maywood Committee of the Whole Meeting and Special Board Meeting of Tuesday, May 30, 2023, was called to order by Mayor Nathaniel George Booker at 7:01 p.m. in the Council Chambers at 125 South 5th Avenue, Maywood, IL 60153.

Roll Call

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

Staff Attendance:

LaSondra Banks, Community Engagement Manager
Craig Bronaugh Jr., Chief of the Fire Department
Walter Duncan, Building and Code Enforcement Director
Michael Jurusik, Village Attorney
Angela Smith, Director of Community Development
Connie Thompkins, Deputy Clerk II
Theodore Yancy, Deputy Chief of Police

Invocation: Pastor Lorenzo Webber

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

Oaths, Reports, Proclamations, Announcements, and Appointments:

Ms. Banks presented a plaque and flowers in recognition of outgoing Trustee Shabaun Reyes-Plummer.

A. Administration of Oath to Trustee for Newly Elected Village Trustees for Isiah Brandon, Miguel Jones and Rahmaan "Ray" Williams.

   Trustees Isiah Brandon (Sworn in by the Honorable Cheryl Ingram), Miguel Jones (Sworn in by the Honorable Michael Burton, and Rahmaan "Ray" Williams (Sworn in by Deputy Clerk Thompkins).

B. Announcement of Resignation of Village Clerk Gwaine Dianne Williams. Discussion ensued. Mayor Booker made the announcement.

C. Motion to Approve Appointment of Acting Village Clerk Tori Garron. Discussion ensued.

   Motioned by Trustee Williams and Seconded by Trustee Lightford to approve the appointment of Tori Garron.
   Ayes: Mayor Booker, Trustees Williams, Lightford and Peppers
   Nays: Trustees Jones and Brandon
   Absent: Trustee Sanchez
   Motion: Carried

D. Administer of Oath to Tori Garron: Deputy Clerk Thompkins administered the Oath to Tori Garron.

COMMITTEE OF THE WHOLE AGENDA ITEMS:

Village President Reports: No Discussion

Public Comment: L. Robinson, G. Clay, and L. Redmond. Mayor Booker responded to public comments.

Village Manager Report: None

Village Attorney Report: None

Trustee Committee Reports: None

A. Community Policing and Public Safety Committee: No Report
B. Engagement and Communications Committee – No Report
C. Fiscal Accountability and Government Transparency Committee – No Report
D. Infrastructure and Sustainability Committee – No Report
E. Ordinance and Policy Committee – No Report
F. Planning & Development Committee – No Report

SPECIAL VILLAGE BOARD MEETING AGENDA ITEMS:

Omnibus Agenda Items: None

New Business Agenda items:

A. Consideration of and Motion to Approve Village President's Appointments of Trustee Committees. Discussion Ensued

    1. Community Policing & Public Safety Committee
    2. Engagement & Communication Committee
    3. Fiscal Accountability & Government Transparency Committee
    4. Infrastructure & Sustainability Committee
    5. Ordinance & Policy Committee
    6. Planning & Development Committee

    Motion to table by Trustee Brandon and Seconded by Trustee Jones to table the item to the next Board meeting.
    Ayes: Trustees Jones, Peppers and Brandon
    Nays: Mayor Booker, Trustees Williams and Lightford
    Absent: Trustee Sanchez
    Motion Failed

B. *Per Section 31.12(A) (Standing Committee) of the Maywood Village Code: "…All standing committee members shall be appointed by the Village President with the advice and consent of the Board of Trustees. Each appointment to a standing committee shall be for 1-year term, or until replacement appointments are made by the Village President and approved by the Board of Trustees…" No Discussion

Old Business Agenda Items: None

Board of Trustee Comments: None

For Discussion Purposes Only: None

Motioned by Trustee Williams and Seconded by Trustee Brandon to recess into Closed Session at 8:25 p.m. for the purpose of discussing:

D**.** The purchase or lease of real property for use by the Village.

Ayes: Mayor Booker, Trustees Williams, Jones, Lightford, Peppers and Brandon
Nays: None
Absent: Trustee Sanchez
Motion Carried

Adjournment: Motioned by Trustee Brandon and Seconded by Trustee Jones to adjourn the Committee of the Whole Meeting and Special Board Meeting at 9:15 p.m. with a unanimous roll call of the Village Board.

_____ _____

Nathaniel George Booker, Mayor

Tori-Love Garron, Acting Village Clerk

cc: Mayor Nathaniel George Booker
Board of Trustees
Acting Village Manager Jim Krischke
Acting Village Clerk Tori-Love Garron

# Village of Maywood

## Financial Report

# OMNIBUS ITEM-FINANCIAL REPORT

It is with recommendation that the total below payments of $1,799,440.44 be approved for payment.

| | Vendor | Description | Amount | Expense |
|---|---|---|---|---|
| 1 | Accutron | Computer Consulting Services | $7,916.66 | 01-18-51700 |
| 2 | Acqua Contractors | Construction Services | $1,085,205.55 | 21-10-87470 |
| 3 | Allied Asphalt | Cold Patches | $5,993.75 | 12-10-89013 |
| 4 | Chicago Cleaning | Janitorial Services | $7,500.00 | 01-53-52400 |
| 5 | City of Chicago | Water Services | $358,087.08 | 41-55-57300 |
| 6 | Comcast Business | Phone/Internet/Trunk | $7,602.86 | 01-19-55400 |
| 7 | Comprehensive Con | Construction Services | $36,817.64 | Madison TIF |
| 8 | Fireground Supply | Protection Gear | $7,986.38 | 01-41-87000 |
| 9 | Klein Thorpe & Jenkins | Legal Services | $50,930.60 | 01-15-52400/TIF |
| 10 | LRS | Waste Disposal Service | $46,904.50 | 41-55-57400 |
| 11 | Maywood Public Library | Personal Property Tax | $35,550.90 | 01-14-61850 |
| 12 | National Trench Safety | Trench Boxes | $15,776.50 | 41-52-87000 |
| 13 | Village of Melrose Park | Water Services | $87,921.47 | 41-55-57301 |
| 14 | WexBank Fleet Svcs | Retail Fuel Purchases | $45,246.55 | Various Accounts |

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager JK

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, Accu-tron Computer Service

SPECIFIC ACTION REQUESTED: Payment approval of the invoices for computer consulting services for the month of June 2023.

| Invoice | Date | Amount | Service Dates |
|---|---|---|---|
| 231162 | 06/15/2023 | $7,916.66 | June 2023 |

RECOMMENDATION: It is recommendation that the total payments of $7,916.66 be approved for payment. The expense account to be charged: 01-18-51700.

AccuTron Systems, Inc.

125 N. Halsted Street
Suite 303A
IL 60661

# Invoice

| Date | Invoice # |
|---|---|
| 6/15/2023 | 231162 |

| Bill To |
|---|
| Village of Maywood<br>40 Madison Street<br>Maywood, IL 60153 |

| P.O. No. | Terms | Project |
|---|---|---|
| | | |

| Quantity | Description | Rate | Amount |
|---|---|---|---|
| | Computer Consulting Service For The Month of June 2023 | 7,916.66 | 7,916.66 |
| | Computer Consulting Service for the week ending June 9,, 2023 | | |
| | Computer Consulting Service for the week ending June 16, 2023 | | |
| | Computer Consulting Service for the week ending June 23,, 2023 | | |
| | Computer Consulting Service for the week ending June 30, 2023 | | |
| | | **Total** | $7,916.66 |

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, Acqua Contractors Corp

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #2301-03 dated 06/08/2023 for construction on the referenced project which includes local storm sewer improvements to the area bounded by 2nd Avenue, 9th Avenue, Harrison Street and Van Buren Street. At a future date, the installed storm sewers will connect to a large diameter storm sewer to be installed by IDOT along Harrison Street and drain to the Des Plaines River by gravity.

The project to be constructed consists of the installation of approximately 2,540 feet of 36" RCP and 2,350 feet of 18" RCP storm sewer main; replacement of drainage structures and storm sewer laterals; replacement of certain sections of combined sewer; replacement or repair of defective combined sewer manholes; installation of approximately 1,500 feet of 8" ductile iron water main; connection and disconnection of water mains; installation of water services; removal and replacement of certain sections of curb and gutter, sidewalks, and driveway pavement; pavement; removal; excavation of existing pavements; reconstruction of pavements with aggregate base, hot-mix asphalt binder, and hot-mix asphalt surface courses; pavement patching; milling and resurfacing of hot mix asphalt pavements; pavement markings; landscaping restoration of the parkways; and other related work.

The work represented on this pay estimate includes work performed between April 29, 2023, and June 2, 2023. Generally, the work performed within this period is paving/roadway restoration work located along 2nd Avenue and 4th Avenue, concrete restoration work located along 4th Ave and 6th Avenue, and large diameter sewer installation located along 6th Avenue and 8th Avenue. We have reviewed the work performed and have found the work represented by the quantities on this estimate satisfactorily completed to date. We have reviewed the current project quantities with representatives of Acqua Contractors Corp. and have found them to be accurate.

RECOMMENDATION: It is recommendation that the total payments of $1,085,205.55 be approved for payment. The expense account to be charged: to be determined.

June 14, 2023

Mr. James Krischke
Acting Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Re: I-290 Corridor Storm Sewer Separation Project
Pay Estimate No. 3

Mr. Krischke:

Acqua Contractors Corp. of Elmhurst, Illinois has continued working on the referenced project. The project includes local storm sewer improvements to the area bounded by 2nd Avenue, 9th Avenue, Harrison Street and Van Buren Street. At a future date, the installed storm sewers will connect to a large diameter storm sewer to be installed by IDOT along Harrison Street and drain to the Des Plaines River by gravity.

The project to be constructed consists of the installation of approximately 2,540 feet of 36" RCP and 2,350 feet of 18" RCP storm sewer main; replacement of drainage structures and storm sewer laterals; replacement of certain sections of combined sewer; replacement or repair of defective combined sewer manholes; installation of approximately 1,500 feet of 8" ductile iron water main; connection and disconnection of water mains; installation of water services; removal and replacement of certain sections of curb and gutter, sidewalks, and driveway pavement; pavement removal; excavation of existing pavements; reconstruction of pavements with aggregate base, hot-mix asphalt binder, and hot-mix asphalt surface courses; pavement patching; milling and resurfacing of hot-mix asphalt pavements; pavement markings; landscaping restoration of the parkways; and other related work.

The work represented on this pay estimate includes work performed between April 29, 2023 and June 2, 2023. Generally, the work performed within this period is paving/roadway restoration work located along 2nd Avenue and 4th Avenue, concrete restoration work located along 4th Avenue and 6th Avenue, and large diameter sewer installation located along 6th Avenue and 8th Avenue. We have reviewed the work performed and have found the work represented by the quantities on this estimate satisfactorily completed to date. We have reviewed the current project quantities with representatives of Acqua Contractors Corp. and have found them to be accurate.

We therefore recommend that the Village of Maywood approve the payment of the Contractor's Invoice No. 2301-03 in the amount of $1,085,205.55. We have attached the Contractor's Affidavit and Waivers of Lien for this Pay Estimate No. 3. The construction of the project is to be funded by the Cook County Community Development Block Grant Disaster Relief (CDBG-DR) program in the amount of $3,302,000 and the Metropolitan Water Reclamation Water District (MWRD) Stormwater



Edwin Hancock Engineering Company ♦ 9933 Roosevelt Road ♦ Westchester, IL 60154-2780 ♦ Phone: 708/865-0300 ♦ Fax: 708/865-1212

Partnership Program in the amount of $4,000,000. The total amount of grant funds being provided to this project are $7,302,000.

The grant funding will be provided to the Village in arrears, upon payment from the Village to the Contractor. We will promptly submit this pay estimate to Cook County as well as MWRD for full reimbursement in the amount of the pay estimate, as soon as the cancelled checks to the contractor are provided to us.

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.

William Peterhansen, P.E., CFM

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

Attachments

**I-290 Corridor Storm Sewer Separation Project**
**Owner: Village of Maywood**
**Contractor: Acqua Contractors**
**Engineer: Edwin Hancock Engineering Co.**
**Engineer's Pay Estimate No. 3**
**June 14, 2023**

| | | | ADJUSTED CONTRACT VALUE | | QUANTITY | | | | |
|---|---|---|---|---|---|---|---|---|---|
| No. | Items | Unit | Quantity | Value | Overage | Remaining | Completed | Unit Price | Amount |
| 1 | Earth Excavation | CuYd | 2,500 | $ 150,000.00 | 0 | 1,900 | 600 | $ 60.00 | $ 36,000.00 |
| 2 | Undercut Excavation | CuYd | 1,493 | $ 89,580.00 | 0 | 1,193 | 300 | $ 60.00 | $ 18,000.00 |
| 3 | Porous Granular Embankment, 3" | CuYd | 1,493 | $ 52,255.00 | 0 | 1,193 | 300 | $ 35.00 | $ 10,500.00 |
| 4 | Exploratory Excavation | Hour | 8 | $ 6,400.00 | 0 | 2 | 5.75 | $ 800.00 | $ 4,600.00 |
| 5 | Removal and Disposal of Regulated Substances | CuYd | 190 | $ 22,800.00 | 0 | 190 | 0 | $ 120.00 | $ - |
| 6 | Combination Curb and Gutter Removal | Foot | 11,100 | $ 55,500.00 | 0 | 2,100 | 9000 | $ 5.00 | $ 45,000.00 |
| 7 | Sidewalk Removal | SqFt | 40,350 | $ 80,700.00 | 0 | 15,350 | 25000 | $ 2.00 | $ 50,000.00 |
| 8 | Driveway Pavement Removal | SqYd | 1,750 | $ 21,000.00 | 0 | 1,150 | 600 | $ 12.00 | $ 7,200.00 |
| 9 | Pavement Removal | SqYd | 16,424 | $ 131,392.00 | 0 | 7,424 | 9000 | $ 8.00 | $ 72,000.00 |
| 10 | Incidental Hot Mix Asphalt Surfacing | SqYd | 95 | $ 5,700.00 | 0 | 95 | 0 | $ 60.00 | $ - |
| 11 | HMA Surface Removal, Variable Depth | SqYd | 5,315 | $ 47,835.00 | 0 | 5,315 | 0 | $ 9.00 | $ - |
| 12 | 8" Dia DIP, Class 52, Water Main | Foot | 1,600 | $ 192,000.00 | 209 | 0 | 1808.5 | $ 120.00 | $ 217,020.00 |
| 13 | 6" Dia DIP, Class 52, Water Main | Foot | 110 | $ 16,500.00 | 0 | 66 | 44.5 | $ 150.00 | $ 6,675.00 |
| 14 | 8" Gate Valve | Each | 6 | $ 24,000.00 | 0 | 0 | 6 | $ 4,000.00 | $ 24,000.00 |
| 15 | Valve Vault, Ty A, 4' Dia, Ty 1 Frame, Closed Lid | Each | 6 | $ 18,000.00 | 0 | 0 | 6 | $ 3,000.00 | $ 18,000.00 |
| 16 | Valve Box | Each | 1 | $ 400.00 | 1 | 0 | 2 | $ 400.00 | $ 800.00 |
| 17 | Fire Hydrant with Auxiliary Valve and Box | Each | 6 | $ 48,000.00 | 0 | 0 | 6 | $ 8,000.00 | $ 48,000.00 |
| 18 | Special Ductile Iron Fittings | Pound | 3,000 | $ 3,000.00 | 0 | 1,216 | 1784 | $ 1.00 | $ 1,784.00 |
| 19 | Restraint Joint, 8" | Each | 80 | $ 6,640.00 | 0 | 30 | 50 | $ 83.00 | $ 4,150.00 |
| 20 | Restraint Joint, 6" | Each | 30 | $ 1,860.00 | 0 | 14 | 16 | $ 62.00 | $ 992.00 |
| 21 | Fire Hydrant to be Removed | Each | 6 | $ 1,200.00 | 0 | 5 | 1 | $ 200.00 | $ 200.00 |
| 22 | Short Water Service, 1" | Each | 25 | $ 57,500.00 | 0 | 3 | 22 | $ 2,300.00 | $ 50,600.00 |
| 23 | Long Water Service, 1" (Directional Bore) | Each | 38 | $ 125,400.00 | 0 | 15 | 23 | $ 3,300.00 | $ 75,900.00 |
| 24 | Water Main Connections at 6th Ave and Congress St. | Each | 1 | $ 2,500.00 | 0 | 0 | 1 | $ 2,500.00 | $ 2,500.00 |
| 25 | Water Main Connections at 6th Ave and Van Buren St. | Each | 1 | $ 2,500.00 | 0 | 0 | 1 | $ 2,500.00 | $ 2,500.00 |
| 26 | Water Main Connections at 4th Ave and Congress St. | Each | 1 | $ 2,500.00 | 0 | 0 | 1 | $ 2,500.00 | $ 2,500.00 |
| 27 | Water Main Connections at 4th Ave and Van Buren St. | Each | 1 | $ 2,500.00 | 0 | 0 | 1 | $ 2,500.00 | $ 2,500.00 |
| 28 | Water Main Connections at 2nd Ave and Congress St. | Each | 1 | $ 2,500.00 | 0 | 0 | 1 | $ 2,500.00 | $ 2,500.00 |
| 29 | Water Main Connections at 2nd Ave and Van Buren St. | Each | 1 | $ 2,500.00 | 0 | 0 | 1 | $ 2,500.00 | $ 2,500.00 |
| 30 | 6" Line Stop | Each | 9 | $ 65,700.00 | 0 | 0 | 9 | $ 7,300.00 | $ 65,700.00 |

**I-290 Corridor Storm Sewer Separation Project**
**Owner: Village of Maywood**
**Contractor: Acqua Contractors**
**Engineer: Edwin Hancock Engineering Co.**
**Engineer's Pay Estimate No. 3**
**June 14, 2023**

| | | | ADJUSTED CONTRACT VALUE | | QUANTITY | | | | |
|---|---|---|---|---|---|---|---|---|---|
| No. | Items | Unit | Quantity | Value | Overage | Remaining | Completed | Unit Price | Amount |
| 31 | Pressure Testing and Disinfection | L.S. | 1 | $ 2,500.00 | 0 | 0 | 1 | $ 2,500.00 | $ 2,500.00 |
| 32 | 10" Dia PVC Combined Sewer Pipe Replacement | Foot | 55 | $ 8,690.00 | 4 | 0 | 59 | $ 158.00 | $ 9,322.00 |
| 33 | 12" Diameter, PVC Combined Sewer Pipe Replacement | Foot | 115 | $ 20,125.00 | 0 | 10 | 105.5 | $ 175.00 | $ 18,462.50 |
| 34 | Additional10" Diameter, PVC Combined Sewer Pipe Replacement | Foot | 10 | $ 1,600.00 | 0 | 6 | 4 | $ 160.00 | $ 640.00 |
| 35 | Additional12" Diameter, PVC Combined Sewer Pipe Replacement | Foot | 10 | $ 1,780.00 | 17 | 0 | 27 | $ 178.00 | $ 4,806.00 |
| 36 | 6" Diameter, PVC Sanitary Sewer Service Pipe | Foot | 775 | $ 100,750.00 | 0 | 251 | 524 | $ 130.00 | $ 68,120.00 |
| 37 | 10" x 6" PVC Sewer Service Connection | Each | 13 | $ 37,700.00 | 0 | 11 | 2 | $ 2,900.00 | $ 5,800.00 |
| 38 | 12" x 6" PVC Sewer Service Connection | Each | 11 | $ 33,000.00 | 2 | 0 | 13 | $ 3,000.00 | $ 39,000.00 |
| 39 | 6" Diameter, PVC Storm Sewer Pipe | Foot | 423 | $ 54,990.00 | 0 | 148 | 275.5 | $ 130.00 | $ 35,815.00 |
| 40 | 8" Diameter, PVC Storm Sewer Pipe | Foot | 80 | $ 11,200.00 | 0 | 31 | 49.5 | $ 140.00 | $ 6,930.00 |
| 41 | 10" Diameter, PVC Storm Sewer Pipe | Foot | 885 | $ 139,830.00 | 0 | 450 | 435.5 | $ 158.00 | $ 68,809.00 |
| 42 | 12" Diameter, PVC Storm Sewer Pipe | Foot | 490 | $ 84,770.00 | 0 | 86 | 404 | $ 173.00 | $ 69,892.00 |
| 43 | 10" Diameter, DIP Storm Sewer Pipe | Foot | 555 | $ 101,565.00 | 0 | 68 | 487.5 | $ 183.00 | $ 89,212.50 |
| 44 | 12" Diameter, DIP Storm Sewer Pipe | Foot | 100 | $ 20,100.00 | 0 | 18 | 82.5 | $ 201.00 | $ 16,582.50 |
| 45 | 18" Diameter, RCP Storm Sewer Pipe | Foot | 2,375 | $ 581,875.00 | 0 | 80 | 2295 | $ 245.00 | $ 562,275.00 |
| 46 | 36" Diameter, RCP Storm Sewer Pipe (Above Combined Sewer) | Foot | 825 | $ 219,450.00 | 0 | 40 | 785 | $ 266.00 | $ 208,810.00 |
| 47 | 36" Diameter, RCP Storm Sewer Pipe (Below Combined Sewer) | Foot | 1,675 | $ 502,500.00 | 0 | 47 | 1628 | $ 300.00 | $ 488,400.00 |
| 48 | Trench Backfill | CuYd | 9,212 | $ 230,300.00 | 0 | 3,812 | 5400 | $ 25.00 | $ 135,000.00 |
| 49 | Inlet, Type A, Type 1 Frame, Open Lid | Each | 3 | $ 5,064.72 | 0 | 3 | 0 | $ 1,688.24 | $ - |
| 50 | Type 'C' Catch Basin, 2' Diameter, Type 1 Frame, Open Lid | Each | 0 | $ 1,771.45 | 0 | 0 | 0 | $ 1,771.45 | $ - |
| 51 | Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid | Each | 69 | $ 217,350.00 | 0 | 7 | 62 | $ 3,150.00 | $ 195,300.00 |
| 52 | Restricted Depth Manhole, 4' Diameter, Type 1 Frame, Closed Lid | Each | 7 | $ 42,350.00 | 0 | 0 | 7 | $ 6,050.00 | $ 42,350.00 |
| 53 | Restricted Depth Manhole, 5' Diameter, Type 1 Frame, Closed Lid | Each | 6 | $ 44,700.00 | 2 | 0 | 8 | $ 7,450.00 | $ 59,600.00 |
| 54 | Restricted Depth Manhole, 6' Diameter, Type 1 Frame, Closed Lid | Each | 14 | $ 203,000.00 | 0 | 0 | 14 | $ 14,500.00 | $ 203,000.00 |
| 55 | Connection to Existing Structure | Each | 13 | $ 13,000.00 | 0 | 3 | 10 | $ 1,000.00 | $ 10,000.00 |
| 56 | Frames and Lids to be Adjusted | Each | 22 | $ 17,600.00 | 0 | 22 | 0 | $ 800.00 | $ - |
| 57 | Structure to be Reconstructed | Each | 26 | $ 41,600.00 | 0 | 15 | 11 | $ 1,600.00 | $ 17,600.00 |
| 58 | Frames and Lids | Each | 30 | $ 12,000.00 | 0 | 27 | 3 | $ 400.00 | $ 1,200.00 |
| 59 | Structure to be Removed | Each | 133 | $ 19,950.00 | 0 | 107 | 26 | $ 150.00 | $ 3,900.00 |
| 60 | Water Service Boxes and Valve Boxes to be Adjusted | Each | 25 | $ 5,625.00 | 0 | 24 | 1 | $ 225.00 | $ 225.00 |
| 61 | Seal 36" Diameter Pipe with Brick and Mortar | Each | 22 | $ 16,500.00 | 0 | 18 | 4 | $ 750.00 | $ 3,000.00 |
| 62 | Seal 18" Diameter Pipe with Brick and Mortar | Each | 14 | $ 9,800.00 | 0 | 14 | 0 | $ 700.00 | $ - |
| 63 | Seal 12" Diameter Pipe with Plug | Each | 1 | $ 650.00 | 0 | 1 | 0 | $ 650.00 | $ - |
| 64 | Combination Curb and Gutter, Type B-6.12 (Modified) | Foot | 11,015 | $ 396,540.00 | 0 | 5,415 | 5600 | $ 36.00 | $ 201,600.00 |
| 65 | Portland Cement Concrete Sidewalk, 5" | SqFt | 40,350 | $ 363,150.00 | 0 | 23,350 | 17000 | $ 9.00 | $ 153,000.00 |
| 66 | Detectable Warnings | SqFt | 1,450 | $ 51,475.00 | 0 | 750 | 700 | $ 35.50 | $ 24,850.00 |
| 67 | Portland Cement Concrete Driveway Pavement, 7" | SqYd | 1,750 | $ 122,500.00 | 0 | 1,560 | 190 | $ 70.00 | $ 13,300.00 |
| 68 | Portland Cement Concrete Driveway Pavement, 8" | SqYd | 375 | $ 28,125.00 | 0 | 315 | 60 | $ 75.00 | $ 4,500.00 |

**I-290 Corridor Storm Sewer Separation Project**
**Owner: Village of Maywood**
**Contractor: Acqua Contractors**
**Engineer: Edwin Hancock Engineering Co.**
**Engineer's Pay Estimate No. 3**
**June 14, 2023**

| | | | ADJUSTED CONTRACT VALUE | | QUANTITY | | | | |
|---|---|---|---|---|---|---|---|---|---|
| No. | Items | Unit | Quantity | Value | Overage | Remaining | Completed | Unit Price | Amount |
| 69 | White Wax Compound | SqYd | 8,630 | $ 12,945.00 | 0 | 8,630 | 0 | $ 1.50 | $ - |
| 70 | Portland Cement Concrete Base Course, 8" | SqYd | 4,424 | $ 289,772.00 | 0 | 2,424 | 2000 | $ 65.50 | $ 131,000.00 |
| 71 | Deformed Tie Bars | Each | 865 | $ 8,650.00 | 0 | 765 | 100 | $ 10.00 | $ 1,000.00 |
| 72 | Temporary Hot-Mix Asphalt Pavement | Ton | 50 | $ 11,750.00 | 0 | 45 | 5 | $ 235.00 | $ 1,175.00 |
| 73 | Incidental Hot-Mix Asphalt Surfacing | Ton | 45 | $ 10,620.00 | 0 | 45 | 0 | $ 236.00 | $ - |
| 74 | Geogrid for Ground Stabilization | SqYd | 14,000 | $ 21,840.00 | 0 | 7,300 | 6700 | $ 1.56 | $ 10,452.00 |
| 75 | Aggregate Base Course, Type B, 6" | SqYd | 11,000 | $ 121,000.00 | 0 | 4,300 | 6700 | $ 11.00 | $ 73,700.00 |
| 76 | Bituminous Materials (Tack Coat) SS-1 | Gallon | 1,855 | $ 2,782.50 | 0 | 1,855 | 0 | $ 1.50 | $ - |
| 77 | Hot-Mix Asphalt - Longitudinal Joint Sealant | Foot | 6,010 | $ 21,636.00 | 0 | 6,010 | 0 | $ 3.60 | $ - |
| 78 | Hot-Mix Asphalt Binder Course, IL 19.0, N50 | Ton | 2,800 | $ 308,000.00 | 0 | 1,872 | 928.07 | $ 110.00 | $ 102,087.70 |
| 79 | Leveling Binder (Machine Method), N50 | Ton | 783 | $ 121,365.00 | 0 | 783 | 0 | $ 155.00 | $ - |
| 80 | Hot-Mix Asphalt Surface Course, Mix D, N50 | Ton | 2,367 | $ 302,976.00 | 0 | 2,367 | 0 | $ 128.00 | $ - |
| 81 | Topsoil Placement, 3" | SqYd | 14,643 | $ 76,143.60 | 0 | 14,643 | 0 | $ 5.20 | $ - |
| 82 | Sodding | SqYd | 14,643 | $ 212,323.50 | 0 | 14,643 | 0 | $ 14.50 | $ - |
| 83 | Supplemental Watering | Unit | 156 | $ 1,560.00 | 0 | 156 | 0 | $ 10.00 | $ - |
| 84 | Inlet Filters | Each | 82 | $ 16,400.00 | 0 | 17 | 65 | $ 200.00 | $ 13,000.00 |
| 85 | Thermoplastic Pavement Marking - Line 4" | Foot | 1,475 | $ 2,286.25 | 0 | 1,475 | 0 | $ 1.55 | $ - |
| 86 | Thermoplastic Pavement Marking - Line 6" | Foot | 3,173 | $ 7,456.55 | 0 | 3,173 | 0 | $ 2.35 | $ - |
| 87 | Thermoplastic Pavement Marking - Line 12" | Foot | 114 | $ 530.10 | 0 | 114 | 0 | $ 4.65 | $ - |
| 88 | Thermoplastic Pavement Marking - Line 24" | Foot | 595 | $ 5,563.25 | 0 | 595 | 0 | $ 9.35 | $ - |
| 89 | Remove and Reset Existing Brick Pavers | SqFt | 600 | $ 9,300.00 | 0 | 600 | 0 | $ 15.50 | $ - |
| 90 | Location of Water Services and Sanitary Sewer Services | LS | 1 | $ 15,000.00 | 0 | 0 | 0.8 | $ 15,000.00 | $ 12,000.00 |
| 91 | Tree Removal | In-Dia | 200 | $ 9,350.00 | 0 | 181 | 19.5 | $ 46.75 | $ 911.63 |
| 92 | Contingent Cash Allowance | Dollar | 189,773 | $ 189,773.40 | 0 | 189,773 | 0 | $ 1.00 | $ - |
| 93 | Mobilization | L.S. | 1 | $ 462,000.00 | 0 | 0 | 0.9 | $ 462,000.00 | $ 415,800.00 |
| 94 | Traffic Control and Protection | L.S. | 1 | $ 57,138.68 | 0 | 0 | 0.7 | $ 57,138.68 | $ 39,997.08 |

| | | |
|---|---|---|
| Total Awarded Contract Value | $ 7,302,000.00 | $ 4,337,045.90 |
| Less Amount Retained, 10% | | $ 433,704.59 |
| Less Amount, Previous Invoices | | $ 2,818,135.76 |
| Total Amount Due, Pay Estimate No. 3 | | $ 1,085,205.55 |

ACQUA CONTRACTORS

# INVOICE

**551 S IL ROUTE 83**
**Elmhurst, IL 60126**
**630-359-4648**

**Date:** June 8, 2023
**Invoice #** 2301-03
**Job No#** *2301*
*Maywood I290 SSS*

**Bill To:**
VILLAGE OF MAYWOOD
40 WEST MADISON STREET
MAYWOOD, IL 60153

**Job Name:**
I290 CORRIDOR STORM SEWER
SEPARATION PROJECT
MAYWODD, IL
CDBG-DR PROJECT NO. 2013-DR-IN-R4-10

| DESCRIPTION | AMOUNT |
|---|---|
| **PAY ESTIMATE #3** | |
| CONTRACT | $7,302,000.00 |
| CHANGE ORDERS APPROVED TO DATE | $0.00 |
| TOTAL CONTRACT AMOUNT TO DATE | $7,302,000.00 |
| WORK COMPLETED TO DATE | $4,337,045.90 |
| LESS 10% RETENTION | $433,704.59 |
| | $3,903,341.31 |
| LESS PRIOR PAYMENT | -$2,818,135.76 |
| CURRENT AMOUNT DUE | **$1,085,205.55** |
| **TOTAL AMOUNT DUE THIS INVOICE** | **$1,085,205.55** |

**OWNER:** Village of Maywood
**PAY REQUEST #:** 3
**CONTRACT #:**
**PROJECT:** I-290 Corridoor Storm Sewer Separation
**PERIOD END:** June 2, 2023
**ACQUA JOB #:** 2301

ACQUA CONTRACTORS CORP
551 S. IL ROUTE 83
ELMHURST, IL 60126
TEL: 630-359-4648
FAX: 630-359-4971

| AMERICAN CONTRACTOR | ITEM # | DESCRIPTION | CONTRACT QUANTITY | UNIT | BID COST/UNIT | BID COST | PREVIOUSLY BILLED QUANTITY | PREVIOUSLY BILLED COST | CURRENT BILLING QUANTITY | CURRENT BILLING COST | COMPLETED TO DATE QUANTITY | COMPLETED TO DATE COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | Earth Excavation | 2500 | CY | $ 60.00 | $ 150,000.00 | 500.00 | $ 30,000.00 | 100.00 | $ 6,000.00 | 600.00 | $ 36,000.00 |
| | 2 | Undercut Excavation | 1493 | CY | $ 60.00 | $ 89,580.00 | - | $ - | 300.00 | $ 18,000.00 | 300.00 | $ 18,000.00 |
| | 3 | Porous Granular Embankment, 3 | 1493 | CY | $ 35.00 | $ 52,255.00 | - | $ - | 300.00 | $ 10,500.00 | 300.00 | $ 10,500.00 |
| | 4 | Exploratory Excavation | 8 | HR | $ 800.00 | $ 6,400.00 | 4.00 | $ 3,200.00 | 1.75 | $ 1,400.00 | 5.75 | $ 4,600.00 |
| | 5 | Removal and Disposal of Regulated Substances | 190 | CY | $ 120.00 | $ 22,800.00 | - | $ - | - | $ - | - | $ - |
| | 6 | Combination Curb and Gutter Removal | 11100 | FT | $ 5.00 | $ 55,500.00 | 5,000.00 | $ 25,000.00 | 4,000.00 | $ 20,000.00 | 9,000.00 | $ 45,000.00 |
| | 7 | Sidewalk Removal | 40350 | SF | $ 2.00 | $ 80,700.00 | 17,000.00 | $ 34,000.00 | 8,000.00 | $ 16,000.00 | 25,000.00 | $ 50,000.00 |
| | 8 | Driveway Pavement Removal | 1750 | SF | $ 12.00 | $ 21,000.00 | 190.00 | $ 2,280.00 | 410.00 | $ 4,920.00 | 600.00 | $ 7,200.00 |
| | 9 | Pavement Removal | 16424 | SY | $ 8.00 | $ 131,392.00 | 5,000.00 | $ 40,000.00 | 4,000.00 | $ 32,000.00 | 9,000.00 | $ 72,000.00 |
| | 10 | Incidental Hot-Mix Asphalt Surface Removal | 95 | SY | $ 60.00 | $ 5,700.00 | - | $ - | - | $ - | - | $ - |
| | 11 | Hot-Mix Asphalt Surface Removal, Variable Depth | 5315 | SY | $ 9.00 | $ 47,835.00 | - | $ - | - | $ - | - | $ - |
| | 12 | 8" Diameter, Ductile Iron Pipe, Class 52, Water Main | 1600 | FT | $ 120.00 | $ 192,000.00 | 1,007.50 | $ 120,900.00 | 801.00 | $ 96,120.00 | 1,808.50 | $ 217,020.00 |
| | 13 | 6" Diameter, Ductile Iron Pipe, Class 52, Water Main | 110 | FT | $ 150.00 | $ 16,500.00 | 32.50 | $ 4,875.00 | 12.00 | $ 1,800.00 | 44.50 | $ 6,675.00 |
| | 14 | 8" Gate Valve | 6 | EA | $ 4,000.00 | $ 24,000.00 | 5.00 | $ 20,000.00 | 1.00 | $ 4,000.00 | 6.00 | $ 24,000.00 |
| | 15 | Valve Vault, Type A, 4' Diameter, Type 1 Frame, Closed Lid | 6 | EA | $ 3,000.00 | $ 18,000.00 | 5.00 | $ 15,000.00 | 1.00 | $ 3,000.00 | 6.00 | $ 18,000.00 |
| | 16 | Valve Box | 1 | EA | $ 400.00 | $ 400.00 | - | $ - | 2.00 | $ 800.00 | 2.00 | $ 800.00 |
| | 17 | Fire Hydrant with Auxillary Valve and Box | 6 | EA | $ 8,000.00 | $ 48,000.00 | 4.00 | $ 32,000.00 | 2.00 | $ 16,000.00 | 6.00 | $ 48,000.00 |
| | 18 | Special Ductile Iron Fittings | 3000 | POUND | $ 1.00 | $ 3,000.00 | 1,476.00 | $ 1,476.00 | 308.00 | $ 308.00 | 1,784.00 | $ 1,784.00 |
| | 19 | Restraint Joint, 8" | 80 | EA | $ 83.00 | $ 6,640.00 | 36.00 | $ 2,988.00 | 14.00 | $ 1,162.00 | 50.00 | $ 4,150.00 |
| | 20 | Restraint Joint, 6" | 30 | EA | $ 62.00 | $ 1,860.00 | 11.00 | $ 682.00 | 5.00 | $ 310.00 | 16.00 | $ 992.00 |
| | 21 | Fire Hydrant to be Removed | 6 | EA | $ 200.00 | $ 1,200.00 | - | $ - | 1.00 | $ 200.00 | 1.00 | $ 200.00 |
| | 22 | Short Water Service, 1" | 25 | EA | $ 2,300.00 | $ 57,500.00 | 15.00 | $ 34,500.00 | 7.00 | $ 16,100.00 | 22.00 | $ 50,600.00 |
| | 23 | Long Water Service, 1" (Directional Bore) | 38 | EA | $ 3,300.00 | $ 125,400.00 | 16.00 | $ 52,800.00 | 7.00 | $ 23,100.00 | 23.00 | $ 75,900.00 |
| | 24 | Water Main Connections at 6th Avenue and Congress Street | 1 | EA | $ 2,500.00 | $ 2,500.00 | 1.00 | $ 2,500.00 | - | $ - | 1.00 | $ 2,500.00 |
| | 25 | Water Main Connections at 6th Avenue and Van Buren Street | 1 | EA | $ 2,500.00 | $ 2,500.00 | - | $ - | 1.00 | $ 2,500.00 | 1.00 | $ 2,500.00 |
| | 26 | Water Main Connections at 4th Avenue and Congress Street | 1 | EA | $ 2,500.00 | $ 2,500.00 | 1.00 | $ 2,500.00 | - | $ - | 1.00 | $ 2,500.00 |
| | 27 | Water Main Connections at 4th Avenue and Van Buren Street | 1 | EA | $ 2,500.00 | $ 2,500.00 | 1.00 | $ 2,500.00 | - | $ - | 1.00 | $ 2,500.00 |
| | 28 | Water Main Connections at 2nd Avenue and Congress Street | 1 | EA | $ 2,500.00 | $ 2,500.00 | 1.00 | $ 2,500.00 | - | $ - | 1.00 | $ 2,500.00 |
| | 29 | Water Main Connections at 2nd Avenue and Van Buren Street | 1 | EA | $ 2,500.00 | $ 2,500.00 | 1.00 | $ 2,500.00 | - | $ - | 1.00 | $ 2,500.00 |
| | 30 | 6" Line Stop | 9 | EA | $ 7,300.00 | $ 65,700.00 | 8.00 | $ 58,400.00 | 1.00 | $ 7,300.00 | 9.00 | $ 65,700.00 |
| | 31 | Pressure Testing and Disinfection | 1 | LS | $ 2,500.00 | $ 2,500.00 | 0.70 | $ 1,750.00 | 0.30 | $ 750.00 | 1.00 | $ 2,500.00 |
| | 32 | 10" Diameter, PVC Combined Sewer Pipe Replacement | 55 | FT | $ 158.00 | $ 8,690.00 | 59.00 | $ 9,322.00 | - | $ - | 59.00 | $ 9,322.00 |
| | 33 | 12" Diameter, PVC Combined Sewer Pipe Replacement | 115 | FT | $ 175.00 | $ 20,125.00 | 105.50 | $ 18,462.50 | - | $ - | 105.50 | $ 18,462.50 |
| | 34 | Additional 10" Pipe Replacement, PVC Combined Sewer Pipe Replacement | 10 | FT | $ 160.00 | $ 1,600.00 | 4.00 | $ 640.00 | - | $ - | 4.00 | $ 640.00 |
| | 35 | Additional 12" Pipe Replacement, PVC Combined Sewer Pipe Repl | 10 | FT | $ 178.00 | $ 1,780.00 | 27.00 | $ 4,806.00 | - | $ - | 27.00 | $ 4,806.00 |
| | 36 | 6" Diameter, PVC Sanitary Sewer Service Pipe | 775 | FT | $ 130.00 | $ 100,750.00 | 440.50 | $ 57,265.00 | 83.50 | $ 10,855.00 | 524.00 | $ 68,120.00 |
| | 37 | 10" x 6" PVC Sewer Service Connection | 13 | EA | $ 2,900.00 | $ 37,700.00 | 2.00 | $ 5,800.00 | - | $ - | 2.00 | $ 5,800.00 |
| | 38 | 12" x 6" PVC Sewer Service Connection | 11 | EA | $ 3,000.00 | $ 33,000.00 | 13.00 | $ 39,000.00 | - | $ - | 13.00 | $ 39,000.00 |
| | 39 | 6" Diameter, PVC Storm Sewer Pipe | 423 | FT | $ 130.00 | $ 54,990.00 | 226.00 | $ 29,380.00 | 49.50 | $ 6,435.00 | 275.50 | $ 35,815.00 |
| | 40 | 8" Diameter, PVC Storm Sewer Pipe | 80 | FT | $ 140.00 | $ 11,200.00 | 37.50 | $ 5,250.00 | 12.00 | $ 1,680.00 | 49.50 | $ 6,930.00 |
| | 41 | 10" Diameter, PVC Storm Sewer Pipe | 885 | FT | $ 158.00 | $ 139,830.00 | 300.50 | $ 47,479.00 | 135.00 | $ 21,330.00 | 435.50 | $ 68,809.00 |
| | 42 | 12" Diameter, PVC Storm Sewer Pipe | 490 | FT | $ 173.00 | $ 84,770.00 | 273.00 | $ 47,229.00 | 131.00 | $ 22,663.00 | 404.00 | $ 69,892.00 |
| | 43 | 10" Diameter, DIP Storm Sewer Pipe | 555 | FT | $ 183.00 | $ 101,565.00 | 323.00 | $ 59,109.00 | 164.50 | $ 30,103.50 | 487.50 | $ 89,212.50 |
| | 44 | 12" Diameter, DIP Storm Sewer Pipe | 100 | FT | $ 201.00 | $ 20,100.00 | 82.50 | $ 16,582.50 | - | $ - | 82.50 | $ 16,582.50 |
| | 45 | 18" Diameter, RCP Storm Sewer Pipe | 2375 | FT | $ 245.00 | $ 581,875.00 | 1,679.00 | $ 411,355.00 | 616.00 | $ 150,920.00 | 2,295.00 | $ 562,275.00 |
| | 46 | 36" Diameter, RCP Storm Sewer Pipe (Above Combined Sewer) | 825 | FT | $ 266.00 | $ 219,450.00 | 785.00 | $ 208,810.00 | - | $ - | 785.00 | $ 208,810.00 |
| | 47 | 36" Diameter, RCP Storm Sewer Pipe (Below Combined Sewer) | 1675 | FT | $ 300.00 | $ 502,500.00 | 1,062.00 | $ 318,600.00 | 566.00 | $ 169,800.00 | 1,628.00 | $ 488,400.00 |
| | 48 | Trench Backfill | 9212 | FT | $ 25.00 | $ 230,300.00 | 5,400.00 | $ 135,000.00 | - | $ - | 5,400.00 | $ 135,000.00 |
| | 49 | Inlet, Type A, Type 1 Frame, Open Lid | 3 | EA | $ 1,688.24 | $ 5,064.72 | - | $ - | - | $ - | - | $ - |
| | 50 | Type C Catch Basin, 2' Diameter, Type 1 Frame, Open Lid | 0 | EA | $ 1,771.45 | $ - | - | $ - | - | $ - | - | $ - |
| | 51 | Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid | 69 | EA | $ 3,150.00 | $ 217,350.00 | 48.00 | $ 151,200.00 | 14.00 | $ 44,100.00 | 62.00 | $ 195,300.00 |
| | 52 | Restricted Depth Manhole, 4' Diameter, Type 1 Frame, Closed Lid | 7 | EA | $ 6,050.00 | $ 42,350.00 | 7.00 | $ 42,350.00 | - | $ - | 7.00 | $ 42,350.00 |
| | 53 | Restricted Depth Manhole, 5' Diameter, Type 1 Frame, Closed Lid | 6 | EA | $ 7,450.00 | $ 44,700.00 | 6.00 | $ 44,700.00 | 2.00 | $ 14,900.00 | 8.00 | $ 59,600.00 |
| | 54 | Restricted Depth Manhole, 6' Diameter, Type 1 Frame, Closed Lid | 14 | EA | $ 14,500.00 | $ 203,000.00 | 12.00 | $ 174,000.00 | 2.00 | $ 29,000.00 | 14.00 | $ 203,000.00 |
| | 55 | Connection to Existing Structure | 13 | EA | $ 1,000.00 | $ 13,000.00 | 8.00 | $ 8,000.00 | 2.00 | $ 2,000.00 | 10.00 | $ 10,000.00 |
| | 56 | Frames and Lids to be Adjusted | 22 | EA | $ 800.00 | $ 17,600.00 | - | $ - | - | $ - | - | $ - |
| | 57 | Structure to be Reconstructed | 26 | EA | $ 1,600.00 | $ 41,600.00 | 3.00 | $ 4,800.00 | 8.00 | $ 12,800.00 | 11.00 | $ 17,600.00 |
| | 58 | Frames and Lids | 30 | EA | $ 400.00 | $ 12,000.00 | 3.00 | $ 1,200.00 | - | $ - | 3.00 | $ 1,200.00 |
| | 59 | Structure to be Removed | 133 | EA | $ 150.00 | $ 19,950.00 | 26.00 | $ 3,900.00 | - | $ - | 26.00 | $ 3,900.00 |
| | 60 | Water Service Boxes and Valve Boxes to be Adjusted | 25 | EA | $ 225.00 | $ 5,625.00 | - | $ - | 1.00 | $ 225.00 | 1.00 | $ 225.00 |
| | 61 | Seal 36" Diameter Pipe with Brick and Mortar | 22 | EA | $ 750.00 | $ 16,500.00 | 4.00 | $ 3,000.00 | - | $ - | 4.00 | $ 3,000.00 |
| | 62 | Seal 18" Diameter Pipe with Brick and Mortar | 14 | EA | $ 700.00 | $ 9,800.00 | - | $ - | - | $ - | - | $ - |
| | 63 | Seal 12" Diameter Pipe with Plug | 1 | EA | $ 650.00 | $ 650.00 | - | $ - | - | $ - | - | $ - |
| | 64 | Combination Concrete Curb and Gutter, Type B-6.12 (Modified) | 11015 | FT | $ 36.00 | $ 396,540.00 | 4,500.00 | $ 162,000.00 | 1,100.00 | $ 39,600.00 | 5,600.00 | $ 201,600.00 |
| | 65 | Portland Cement Concrete Sidewalk, 5" | 40350 | SF | $ 9.00 | $ 363,150.00 | 5,000.00 | $ 45,000.00 | 12,000.00 | $ 108,000.00 | 17,000.00 | $ 153,000.00 |
| | 66 | Detectable Warnings | 1450 | SF | $ 35.50 | $ 51,475.00 | 80.00 | $ 2,840.00 | 620.00 | $ 22,010.00 | 700.00 | $ 24,850.00 |
| | 67 | Portland Cement Concrete Driveway Pavement, 7" | 1750 | SY | $ 70.00 | $ 122,500.00 | 190.00 | $ 13,300.00 | - | $ - | 190.00 | $ 13,300.00 |
| | 68 | Portland Cement Concrete Driveway Pavement, 8" | 375 | SY | $ 75.00 | $ 28,125.00 | - | $ - | 60.00 | $ 4,500.00 | 60.00 | $ 4,500.00 |
| | 69 | White Wax Compound | 8630 | SY | $ 1.50 | $ 12,945.00 | - | $ - | - | $ - | - | $ - |
| | 70 | Portland Cement Concrete Base Course, 8" | 4424 | SY | $ 65.50 | $ 289,772.00 | 1,500.00 | $ 98,250.00 | 500.00 | $ 32,750.00 | 2,000.00 | $ 131,000.00 |
| | 71 | Deformed Tie Bars | 865 | EA | $ 10.00 | $ 8,650.00 | - | $ - | 100.00 | $ 1,000.00 | 100.00 | $ 1,000.00 |

**OWNER:** Village of Maywood
**PAY REQUEST #:** 3
**CONTRACT #:**
**PROJECT:** I-290 Corridoor Storm Sewer Separation
**PERIOD END:** June 2, 2023
**ACQUA JOB #:** 2301

ACQUA CONTRACTORS CORP
551 S. IL ROUTE 83
ELMHURST, IL 60126
TEL: 630-359-4648
FAX: 630-359-4971

| AMERICAN CONTRACTOR | ITEM # | DESCRIPTION | CONTRACT QUANTITY | UNIT | BID COST/UNIT | BID COST | PREVIOUSLY BILLED QUANTITY | PREVIOUSLY BILLED COST | CURRENT BILLING QUANTITY | CURRENT BILLING COST | COMPLETED TO DATE QUANTITY | COMPLETED TO DATE COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 72 | Temporary Hot-Mix Asphalt Pavement | 50 | TON | $ 235.00 | $ 11,750.00 | - | $ - | 5.00 | $ 1,175.00 | 5.00 | $ 1,175.00 |
| | 73 | Incidental Hot-Mix Asphalt Surfacing | 45 | TON | $ 236.00 | $ 10,620.00 | - | $ - | - | $ - | - | $ - |
| | 74 | Geogrid for Ground Stabilization | 14000 | SY | $ 1.56 | $ 21,840.00 | - | $ - | 6,700.00 | $ 10,452.00 | 6,700.00 | $ 10,452.00 |
| | 75 | Aggregate Base Course, Type B, 6 | 11000 | SY | $ 11.00 | $ 121,000.00 | - | $ - | 6,700.00 | $ 73,700.00 | 6,700.00 | $ 73,700.00 |
| | 76 | Bituminous Materials (Tack Coat) SS-1 | 1855 | GAL | $ 1.50 | $ 2,782.50 | - | $ - | - | $ - | - | $ - |
| | 77 | Hot-Mix Asphalt - Longitudinal Joint Sealant | 6010 | FT | $ 3.60 | $ 21,636.00 | - | $ - | - | $ - | - | $ - |
| | 78 | Hot-Mix Asphalt Binder Course, IL 19.0, N50 | 2800 | TON | $ 110.00 | $ 308,000.00 | - | $ - | 928.07 | $ 102,087.70 | 928.07 | $ 102,087.70 |
| | 79 | Leveling Binder (Machine Method), N50 | 783 | TON | $ 155.00 | $ 121,365.00 | - | $ - | - | $ - | - | $ - |
| | 80 | Hot-Mix Asphalt Surface Course, Mix D, N50 | 2367 | TON | $ 128.00 | $ 302,976.00 | - | $ - | - | $ - | - | $ - |
| | 81 | Topsoil Placement, 3 | 14643 | SY | $ 5.20 | $ 76,143.60 | - | $ - | - | $ - | - | $ - |
| | 82 | Sodding | 14643 | SY | $ 14.50 | $ 212,323.50 | - | $ - | - | $ - | - | $ - |
| | 83 | Supplemental Watering | 156 | UNIT | $ 10.00 | $ 1,560.00 | - | $ - | - | $ - | - | $ - |
| | 84 | Inlet Filters | 82 | EA | $ 200.00 | $ 16,400.00 | 65.00 | $ 13,000.00 | - | $ - | 65.00 | $ 13,000.00 |
| | 85 | Thermoplastic Pavement Marking - Line 4" | 1475 | FT | $ 1.55 | $ 2,286.25 | - | $ - | - | $ - | - | $ - |
| | 86 | Thermoplastic Pavement Marking - Line 6" | 3173 | FT | $ 2.35 | $ 7,456.55 | - | $ - | - | $ - | - | $ - |
| | 87 | Thermoplastic Pavement Marking - Line 12" | 114 | FT | $ 4.65 | $ 530.10 | - | $ - | - | $ - | - | $ - |
| | 88 | Thermoplastic Pavement Marking - Line 24" | 595 | FT | $ 9.35 | $ 5,563.25 | - | $ - | - | $ - | - | $ - |
| | 89 | Remove and Reset Existing Brick Pavers | 600 | SF | $ 15.50 | $ 9,300.00 | - | $ - | - | $ - | - | $ - |
| | 90 | Location of Water Services and Sanitary Sewer Services | 1 | LS | $ 15,000.00 | $ 15,000.00 | 0.80 | $ 12,000.00 | - | $ - | 0.80 | $ 12,000.00 |
| | 91 | Tree Removal | 200 | UNIT | $ 46.75 | $ 9,350.00 | 19.50 | $ 911.63 | - | $ - | 19.50 | $ 911.63 |
| | 92 | Contingent Cash Allowance | 195000 | DOL | $ 1.00 | $ 195,000.00 | - | $ - | - | $ - | - | $ - |
| | 93 | Mobilization | 1 | LS | $ 462,000.00 | $ 462,000.00 | 0.90 | $ 415,800.00 | - | $ - | 0.90 | $ 415,800.00 |
| | 94 | Traffic Control and Protection | 0.9 | LS | $ 57,138.68 | $ 51,424.81 | 0.50 | $ 28,569.34 | 0.20 | $ 11,427.74 | 0.70 | $ 39,997.08 |
| | | | | | | $ 7,299,741.28 | | $ 3,131,261.97 | | $ 1,205,783.94 | | $ 4,337,045.90 |
| | CHANGE ORDERS | | | | | | | | | | | |
| | 1 | | | | | | | | | | | |
| | 2 | | | | $ - | $ - | - | $ - | - | $ - | - | $ - |
| | 3 | | | | $ - | $ - | - | $ - | - | $ - | - | $ - |
| | 4 | | | | $ - | $ - | - | $ - | - | $ - | - | $ - |
| | 5 | | | | $ - | $ - | - | $ - | - | $ - | - | $ - |
| | | | | | | $ - | | $ - | | $ - | | $ - |

| | |
|---|---|
| $ 7,299,741.28 | AMOUNT OF ORIGINAL CONTRACT |
| $ - | AMOUNT OF APPROVED CHANGE ORDERS |
| $ 7,299,741.28 | NEW CONTRACT AMOUNT |
| $ 4,337,045.90 | TOTAL AMOUNT EARNED TO DATE |
| $ 433,704.59 | RETENTION (10% OF AMOUNT EARNED) |
| $ 2,818,135.76 | AMOUNT PAID TO DATE |
| $ 1,085,205.55 | AMOUNT TO BE PAID THIS ESTIMATE |

3 PERIOD END: June 2, 2023

# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

QTY #

LOAN #

COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Maywood

To furnish Storm Sewer Separation

For the premises known as I290 Corridor - Maywood, IL

Of which Village of Maywood is the owner.

The undersigned, for and in consideration of One Million Six Hundred Twenty-One Thousand Two Hundred Seventy-Three and 26/100 $1,085,205.55 ) Dollars, and other good and valuable consideration, the receipt where of is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics liens', with respect to and on said above-described premises, and the improvements theron, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, fund or other considerations due or to become due from the owner, on account of labor, services, material, fixture, apparatus or machinery heretofore furnished, or which may be furnished to this date, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

Given under My hand Signed ~~and seal~~ on this 8th Day of June , 2023.

Signature and Seal:

Alex Rendina | President

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

---

STATE OF ILLINOIS

## CONTRACTOR'S AFFIDAVIT

COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

THE Undersigned, being duly sworn, deposes and says that he is Alex Rendina President of the Acqua Contractors Corp

Who is the contractor for the Storm Sewer Separation work on the

Building Located at I290 Corridor - Maywood, IL

Owned by Village of Maywood

That the total amount of the contract including extras* is $7,302,000.00 on which he has received payment of $2,818,135.76 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material and labor, or both for said work and all parties having contracts or sub contracts for the specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| Names | What For | Contract Price | Amount Paid | This Payment | Balance Due |
|---|---|---|---|---|---|
| Acqua Contractors Corp | Labor/Materials | $3,887,049.60 | $1,961,050.04 | $157,795.11 | $1,768,204.45 |
| Welch Bros | Precast Structures | $371,828.00 | $152,813.84 | $200,057.00 | $18,957.16 |
| Core & Main | Water & Sewer Mtls | $260,924.40 | $242,386.80 | $18,537.60 | $0.00 |
| G Demo | Concrete | $1,153,263.50 | $205,117.74 | $217,536.30 | $730,609.46 |
| DelToro Landscaping | Landscape | $288,777.00 | $0.00 | $0.00 | $288,777.00 |
| McGill Construction | HMA | $634,000.00 | $0.00 | $82,902.35 | $551,097.65 |
| Highway Safety Corp | Traffic Control | $22,140.00 | $9,963.00 | $3,985.20 | $8,191.80 |
| Vulcan Materials | Stone/Dirt Dumps | $275,000.00 | $115,573.09 | $155,155.74 | $4,271.17 |
| R&V Transport Inc | Trucking | $234,017.50 | $64,470.00 | $149,547.50 | $20,000.00 |
| Adriatica Construction Co | Trucking | $175,000.00 | $66,761.25 | $99,688.75 | $8,550.00 |
| TOTAL LABOR AND MATERIAL TO COMPLETE | | $7,302,000.00 | $2,818,135.76 | $1,085,205.55 | $3,398,658.69 |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed This 8th day of June , 2023.

Signature

Alex Rendina | President

OFFICIAL SEAL
ALEXA RENDINA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/12/24

Subscribed and sworn to before me this 8th day of June , 2023.

XTRA'S INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**SWORN STATEMENT OF CONTRACTOR AND SUBCONTRACTOR TO OWNER AND TO DUPAGE COUNTY**



STATE OF ILLINOIS
COUNTY OF: DuPage }ss

Project #: CDBG-DR-2013-DR-IN-R4-10

The affiant, Alex Rendina being first duly sworn, on oath deposes and says that he/she is the President *(position within company)*

of Acqua Contractors Corp *(company name)* that he/she has a contract with Village of Maywood

owner for Storm Sewer Separation Project *(type of work being performed)*, on the following described premises in Cook County, IL to wit:

I290 Corridor - Maywood, IL *(address of project location)*

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

| NAME AND ADDRESS | KIND OF WORK | AMOUNT OF CONTRACT | RETENTION (including current) | EXTRAS (+) &/OR CREDITS (-) | NET OF PREVIOUS PAYMENTS | AMOUNT OF THIS PAYMENT | BALANCE TO BECOME DUE (including retention) |
|---|---|---|---|---|---|---|---|
| Acqua Contractors Corp 551 S IL Rt 83 Elmhurst, IL 60126 | Excavation, Installation, Labor & Materials | $3,887,049.60 | $289,228.34 | $0.00 | $1,961,050.04 | $157,795.11 | $1,768,204.45 |
| Welch Bros 1050 St Charles St Elgin, IL 60121 | Precast Concrete Structrues | $371,828.00 | $0.00 | $0.00 | $152,813.84 | $200,057.00 | $18,957.16 |
| Core & Main 3415 Ohio Avenue St. Charles, IL 60174 | Water & Sewer Related Materials | $260,924.40 | $0.00 | $0.00 | $242,386.80 | $18,537.60 | $0.00 |
| Highway Safety 1756 Armitage Ct Addison IL 60101 | Traffic Control | $22,140.00 | $1,549.80 | $0.00 | $9,963.00 | $3,985.20 | $8,191.80 |
| JG Demo 741 W. Racquet Club Drive Addison, IL 60101 | Concrete | $1,153,263.50 | $24,170.70 | $0.00 | $205,117.74 | $217,536.30 | $730,609.46 |
| DelToro Landscape Construction 18N061 Galligan Rd Dundee, IL 60118 | Landscaping | $288,777.00 | $0.00 | $0.00 | $0.00 | $0.00 | $288,777.00 |
| McGill Construction Inc 21277 S. 80th Ave Frankfort, IL 60423 | HMA | $634,000.00 | $9,211.37 | $0.00 | $0.00 | $82,902.35 | $551,097.65 |
| Vulcan Materials LLC 5500 Joliet Road McCook, IL 60525 | Trucking | $275,000.00 | $0.00 | $0.00 | $115,573.09 | $155,155.74 | $4,271.17 |
| Y & V Transport Inc. 6104 S. Karlov Ave Chicago, IL 60629 | Trucking | $234,017.50 | $0.00 | $0.00 | $64,470.00 | $149,547.50 | $20,000.00 |
| Adriatica Construction Co 42W312 Keslinger Rd Elburn, IL 60119 | Trucking | $175,000.00 | $0.00 | $0.00 | $66,761.25 | $99,688.75 | $8,550.00 |
| TOTAL | | $7,302,000.00 | $324,160.21 | $0.00 | $2,818,135.76 | $1,085,205.55 | $3,398,658.69 |

| | | | |
|---|---|---|---|
| AMOUNT OF ORIGINAL CONTRACT | $7,302,000.00 | WORK COMPLETED TO DATE | $3,131,261.97 |
| EXTRAS TO CONTRACT (+) | $0.00 | LESS 10 % RETAINED | $324,160.21 |
| TOTAL CONTRACT AND EXTRAS | $7,302,000.00 | NET AMOUNT EARNED | $2,807,101.76 |
| CREDITS TO CONTRACT (-) | $0.00 | NET PREVIOUSLY PAID | $2,818,135.76 |
| ADJUSTED TOTAL CONTRACT | $7,302,000.00 | NET AMOUNT OF THIS PAYMENT | $1,085,205.55 |
| | | BALANCE TO BECOME DUE *(including retention)* | $3,398,658.69 |

It is understood that the total amount paid to date plus the amount requested in this applicatoin shall not exceed ____% of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

SIGNED: _____

President
*(Position)*

Subscribed and sworn to before me this 8 day of June, 2023.

Affix Notary Seal

_____ Notary Public

OFFICIAL SEAL
ALEXA RENDINA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/12/24

The above sworn statement should be obtained by the owner before each and every payment.

# WAIVER OF LIEN TO DATE

**STATE OF ILLINOIS**
**COUNTY OF** Cook } SS

Qty # _____
Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Acqua Contractors Corp.

to furnish Trucking/hauling

for the premises known as I-290 Corridor Storm Sewer Separation Project

of which Village of Maywood is the owner.

THE undersigned, for and in consideration of ninety-nine thousand six hundred and eighty-eight dollars and seventy-five cents ($ $99,688.75)

Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 05.31.2023 COMPANY NAME Adriatica Construction Company

ADDRESS 42w312 Keslinger Rd, Elburn IL 60119

**SIGNATURE AND TITLE** _____

* EXTRAS INLCUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

---

**STATE OF ILLINOIS**
**COUNTY OF** Cook } SS

## CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Alexa Rendina BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) Adriatica Construction Co WHO IS THE CONTRACTOR FURNISHING Trucking/Hauling WORK ON THE BUILDING LOCATED AT I-290 Corridor OWNED BY Village of Maywood

That the total amount of the contract including extras* is $ 206,450.00 on which he or she has received payment of $ 66,761.25 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES AND ADDRESSES | WHAT FOR | CONTRACT PRICE INCLDG EXTRAS* | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|---|---|---|---|---|
| Adriatica Construction Co. | Trucking | $206,450.00 | $66,761.25 | $99,688.75 | $40,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE | | | | | |

That there are no other contacts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 05.31.2023 SIGNATURE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 31st DAY OF May 2023,

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Denise M Martinez
NOTARY PUBLIC

OFFICIAL SEAL
DENISE M MARTINEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/15/2026

Greater Illinois Title Company

Copyright ©2005 Greater Illinois Title Company. All Rights Reserved. http://gitc.com/forms/
Compliments of Greater Illinois Title Company, for Internal and External Use.

Ref: GP_ F0028-20050804-R1-0

Vulcan
Materials Company

256153

# PARTIAL WAIVER

**STATE OF ILLINOIS,** }sis
TO ALL WHOM IT MAY CONCERN:

Whereas, The undersigned **Vulcan Construction Materials, LLC** CENTRAL DIVISION has been employed by ACQUA CONTRACTORS CORP

to furnish STONE for the building - and premises known as

I290 CORRIDOR STORM SEWER SEPARATION PROJECT
OWNER: VILLAGE OF MAYWOOD
I290 CORRIDOR STORM SEWER SEPARATION PROJECT
MAYWOOD, IL COOK COUNTY

Now, Therefore, Know Ye, That the undersigned, for and in consideration of the sum of **One Hundred Fifty Five Thousand One Hundred Fifty Five Dollars and Seventy Four Cents** ($155,155.74) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim, or right to lien, on said above-described building - and premises under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials or both, furnished in the amount as herein above shown by the undersigned to or on account of the said ACQUA CONTRACTORS CORP . for said building - or premises.

Witness our hand on this 2ND day of JUNE, 2023

VULCAN CONSTRUCTION MATERIALS, LLC
CENTRAL DIVISION

By _____
DAVE [illegible]NO, CREDIT MANAGER

_____
Notary Public

OFFICIAL SEAL
DAWN M STROSS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/04/24

ACQUA CONTRACTORS CORP
551 S. IL Route 83
ELMHURST, IL 60126

# WAIVER OF LIEN TO DATE HEREOF

STATE OF ILLINOIS )
COUNTY OF KANE )

To Whom It May Concern:

WHEREAS the undersigned has been employed by Acqua Contractors Corporation

551 South Illinois State Route 83, Elmhurst, Illinois 60126 to furnish

Precast Concrete Structures, Pipe and Miscellaneous Construction Materials

for the premises known as I290 Corridor Storm Sewer Separation Project #2013-DR-IN-R4-10

located at 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th Avenues and Harrison, Maywood, Cook County, Illinois

of which Village of Maywood is the Owner.

The undersigned, for and in consideration of Two Hundred Thousand Fifty-Seven and 00/100ths

200,057.00 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due to date or to become due from the Owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS*

*Extras include but are not limited to Change Orders, both oral and written, to the Contract.

DATE: April 26, 2023

COMPANY NAME: Welch Bros., Inc.

STREET ADDRESS: 1050 St. Charles St., P. O. Box 749

City, State: Elgin, Illinois 60121-0749

WELCH BROS INC CORPORATE SEAL ILLINOIS

SIGNATURE:

MUST BE SIGNED BY AN OFFICER OF THE COMPANY

PRINT NAME & TITLE: Karen Powell, Chief Financial Officer



CTI Supplier Format

STATE OF ILLINOIS
COUNTY OF DuPage

# PARTIAL WAIVER OF LIEN

2

Qty# _____

Escrow# _____

TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed by **ACQUA CONTRACTORS**
to furnish **Labor, Material and Equipment for Roadway Improvements**
for the premises known as **Maywood IL Water Main Separation**
of which **Maywood** is the owner.

The undersigned, for and in consideration of **Two Hundred Seventeen Five Thirty Six and 30/100**
**$217,536.30** Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE **6/8/2023** COMPANY NAME **J G Demo Inc.**
ADDRESS **741 W Racquet Club Drive, Addison, Illinois 60101**
SIGNATURE AND TITLE _____ **President**
*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

STATE OF ILLINOIS
COUNTY OF DuPage

# CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:
THE UNDERSIGNED, (NAME **George Chavez** BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) **President** OF COMPANY NAME) J G Demo Inc. WHO IS THE CONTRACTOR FURNISHING **Labor, Material and Equipment for Roadway Improvemer** WORK ON THE BUILDING LOCATED AT **Maywood IL Water Main Separation**
OWNED BY **Maywood**
That the total amount of the contract including extras* is **$1,153,263.50** on which he or she has received payment of **$205,117.74** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES AND ADDRESSES | WHAT FOR | CONTRACT PRICE INCLUDING EXTRAS* | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|---|---|---|---|---|
| G Demo Inc. | Labor, Material and Equipment | $1,153,263.50 | $205,117.74 | $217,536.30 | $730,609.46 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| All materials taken from fully paid stock | | | | | |
| | | | | | |
| TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE. | | $1,153,263.5 | $205,117.74 | 217,536.30 | 730,609.46 |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE **6/8/2023** SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS **Thursday, 8** DAY OF **June - 2023**

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Joanna Chavez
NOTARY PUBLIC

JOANNA CHAVEZ
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
May 16, 2026

# WAIVER OF LIEN AND RELEASE OF CLAIM FOR PAYMENT TO DATE

STATE OF ILLINOIS
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Acqua Contractors ,("Contractor"),
to furnish and install traffic control & protection
for the premises known as Village of Maywood I-290 Corridor Storm Sewer Separation Project
of which The Village of Maywood IL is the owner ("Owner").

THE undersigned, for and in consideration of Three Thousand Nine Hundred Eighty Five Dollars and .20 cents
$3,985.20 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) for its heirs, executors, and administrators, hereby waive and release the Contractor, the Contractor's surety, the Owner, and each of their parents, subsidiaries, affiliates, members, past and present officers, directors, heirs, and administrators, from any claim for payment including claims under the Illinois Public Construction Bond Act, and all lien, or claim of, or right to lien, under the statutes of the State of Illinois, relating to Mechanics' Liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery furnished to this date by the undersigned for the above-described premises.

Given under my hand and seal this
8 day of June , 2023

Signature and Seal:

NOTE: All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth; if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

# CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that (s)he is the President of the Daniel J. Melesio Highway Safety Corp
who is the contractor for the traffic control & protection work on the
building locate Village of Maywood I-290 Corridor Storm Sewer Separation Project
owned by The Village of Maywood IL
That the total amount of the contract including extras is $22,140.00 on which he has received payment of
$9,963.00 prior to this payment. That all waivers and releases are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers or releases. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES | WHAT FOR | CONTRACT PRICE | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|---|---|---|---|---|
| Highway Safety Corp | Traffic Control | $22,140.00 | $9,963.00 | $3,985.20 | $8,191.80 |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL LABOR AND MATERIAL TO COMPLETE | | $22,140.00 | $9,963.00 | $3,985.20 | $8,191.80 |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 8 day of June 2023

Signature:

Subscribed and sworn to befor 8 day of 2023

Notary:

Updated Jan. '05

OFFICIAL SEAL
MICHELLE D WATERS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/16/26

# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

QTY #

LOAN #

COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Acqua Contractors Corp

To furnish Storm Sewer Separation

For the premises known as I290 Corridor Storm Sewer Separation - Maywood, IL

Of which Village of Maywood is the owner.

The undersigned, for and in consideration of One Hundred Forty-Nine Thousand Five Hundred Forty-Seven and 50/100** $149,547.50 ) Dollars, and other good and valuable consideration, the receipt where of is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics liens', with respect to and on said above-described premises, and the improvements theron, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, fund or other considerations due or to become due from the owner, on account of labor, services, material, fixture, apparatus or machinery heretofore furnished, or which may be furnished to this date, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

Given under My hand Signed ~~and seal~~ on this 31 Day of May ,2023.

Signature and Seal: Stephanie Jasso

Stephanie Jasso | President

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

---

STATE OF ILLINOIS

## CONTRACTOR'S AFFIDAVIT

COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

THE Undersigned, being duly sworn, deposes and says that he is Stephanie Jasso President of the Y&V Transport, Inc.

Who is the contractor for the Trucking/Hauling work on the Building Located at I290 Corridor Storm Sewer Separation - Maywood, IL

Owned by Village of Maywood

That the total amount of the contract including extras* is $234,017.50 on which he has received payment of $64,470.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material and labor, or both for said work and all parties having contracts or sub contracts for the specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| Names | What For | Contract Price | Amount Paid | This Payment | Balance Due |
|---|---|---|---|---|---|
| Y&V Transport Inc | Trucking/Hauling | $234,017.50 | $64,470.00 | $149,547.50 | $20,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL LABOR AND MATERIAL TO COMPLETE | | $234,017.50 | $64,470.00 | $149,547.50 | $20,000.00 |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed This 31 day of May ,2023.

Signature Stephanie Jasso

Stephanie Jasso | President

Subscribed and sworn to before me this 31 day of May ,2023.

EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE RDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

OFFICIAL SEAL
ALEXA RENDINA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/12/24

## FINAL WAIVER OF LIEN

STATE OF Missouri }
COUNTY OF St. Louis } SS

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by ACQUA CONTRACTORS

to furnish Misc. Materials and Supplies

for the premises known as I290 CORRIDOR STORM SEWER SEPARATION PROJECT MAYWOOD, IL

of which VILLAGE OF MAYWOOD is the Owner.

THE undersigned, for and in consideration of Eighteen Thousand Six Hundred Eighty-Three Dollars & 60/100

$18,683.60 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the Owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by or on behalf of the undersigned, for the above-described premises, INCLUDING EXTRAS.*

DATE 6/9/2023

COMPANY NAME Core & Main LP

ADDRESS 1830 Craig Park Ct. St. Louis, MO. 63146

SIGNATURE AND TITLE [signature] Credit Associate

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

## CONTRACTOR'S AFFIDAVIT

STATE OF Missouri }
COUNTY OF St. Louis } SS

TO WHOM IT MAY CONCERN:

THE undersigned (Name) Megan Pizze being duly sworn, deposes and that

he or she is (Position) Credit Associate

of (Company Name) Core & Main LP who is the

contractor furnishing Misc. Materials and Supplies work on the building

located at I290 CORRIDOR STORM SEWER SEPARATION PROJECT MAYWOOD, IL

owned by VILLAGE OF MAYWOOD

That the total amount of the contract including extras is $261,070.40 on which he or she has received payment of $242,386.80 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES | WHAT FOR | CONTRACT PRICE INCLDG EXTRAS* | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|---|---|---|---|---|
| Core & Main LP | Misc Materials & Supplies | $261,070.40 | $242,386.80 | $18,683.60 | $0.00 |
| 0 | 0 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0 | 0 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0 | 0 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0 | 0 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0 | 0 | $0.00 | $0.00 | $0.00 | $0.00 |
| TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* | | $261,070.40 | $242,386.80 | $18,683.60 | $0.00 |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

SIGNED THIS 9th DAY OF June, 2023

SIGNATURE [signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS 9th DAY OF June, 2023

SIGNATURE [signature] Notary Signature & Seal

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CLINTONIA OGLESBY
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for St. Louis County
My Commission Expires: 10/14/2026
ID. #14029099

OZINGA®

## PARTIAL WAIVER OF LIEN

**STATE OF:** **ILLINOIS**
**COUNTY OF:** **WILL**

**WHEREAS,** the undersigned, Ozinga Ready Mix Concrete, Inc., an Illinois Corporation, has been employed by **J G DEMO INC** Contractor, to furnish ready mix concrete for the premises owned by

and known as **I-290 CORRIDOR VARIOUS LOCATIONS**

in the city of **MAYWOOD.**

**NOW, THEREFORE,** the undersigned, for and in consideration of the amount of **$ 90,395.75** Dollars, the receipt whereof is hereby acknowledged, does hereby waive and release **only to the extent of the aforesaid amount,** the lien or right to or claim of lien under the statutes of the State of Illinois relating to mechanic's liens, with respect to and on the above-described premises, and the improvements thereon, and on the material furnished, and on the moneys or other considerations due to or to become due from the owner, on account of material heretofore furnished by the undersigned, to or on account of the said contract or the said owner, for the above-described premises, **but only to the extent of the payment aforesaid.**

Dated: **06/12/2023**

**OZINGA READY MIX CONCRETE, INC.**

By: _____

Its: CREDIT MANAGER

OZINGA READY MIX CONCRETE, INC. CORPORATE Seal ILLINOIS

159516
00017992
000181

# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS
COUNTY OF COOK } SS

Qty# _____
Loan # _____
Draw #: 1

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Maywood
to furnish I-290 Storm Sewer Imprvments
for the premises known as I-290Corridor
of which Village of Maywood is the owner.

The undersigned, for and in consideration of **Eighty Two Thousand Nine Hundred Two Dollars and 35/100**
**$82,902.35** Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished through this date, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

Given under hand and seal this
**12** day of **June** **2023**

COMPANY NAME: McGill Construction
ADDRESS: 21227 S. 80th Ave Frankfort, IL 60423
SIGNATURE & TITLE: President

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT.

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
Dav COOK } SS

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is President
of the McGill Construction
who is the contractor for the I-290 Storm Sewer Imprvments work on the
building located at 17401 S. Pulaski Rd Country Club Hills, IL 60478
owned by Village of Maywood
That the total amount of the contract including extras* is **$634,000.00** on which he has received payment of **$82,902.35** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES | WHAT FOR | CONTRACT PRICE | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|---|---|---|---|---|
| McGill Construction | Construction | $ 419,000.00 | $ 25,728.26 | | $ 393,271.74 |
| Healy Asphalt | Apshalt | $ 215,000.00 | $ 57,174.09 | $ - | $ 157,825.91 |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| TOTAL LABOR AND MATERIAL TO COMPLETE | | $ 634,000.00 | $ 82,902.35 | $ - | $ 551,097.65 |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this **12** day of June 2023
Signature:

Subscribed and sworn to before me this **12** day of **June** 2023
Notary Public:

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT.

"OFFICIAL SEAL"
MADELINE T DRANTER
Notary Public, State of Illinois
My Commission Expires 08/05/2023

# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }

Qty # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by McGill Construction

to furnish Bituminous Mix

for the premises known as 2023 Water Main

of which Village of Maywood is the owner.

THE undersigned, for and in consideration of Fifty-Four Thousand One Hundred Sixteen and 32/100 ($ 54,116.32 ) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 6/15/2023

COMPANY NAME Healy Asphalt Company, LLC

ADDRESS 1445 Oakton Street, Elk Grove Village, IL 60007

SIGNATURE AND TITLE John F. Healy Jr.

John F. Healy Jr., Secretary of Arrow Road Construction, Manager of Healy Asphalt Company, LLC

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

# CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS } SS
COUNTY OF COOK }

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) John F. Healy, Jr. BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) Manager OF (COMPANY NAME) Healy Asphalt Company, LLC WHO IS THE CONTRACTOR FURNISHING Bituminous Mix WORK ON THE BUILDING LOCATED AT 2023 Water Main OWNED BY Village of Maywood

That the total amount of the contract including extras* is $ 54,116.32 on which he or she has received payment of $ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES AND ADDRESSES | WHAT FOR | CONTRACT PRICE INCLDG EXTRAS* | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|---|---|---|---|---|
| Healy Asphalt Company, LLC | Bituminous Mix | 215,000.00 | 0.00 | 54,116.32 | 160,883.68 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Healy Asphalt Company manufactures its own asphalt products. Principle suppliers used in manufacturing are Vulcan Materials and BP Amoco. All materials used in manufacture are from fully paid stock. | | | | | |
| TOTAL MATERIAL INCLUDING EXTRAS* TO COMPLETE. | | 215,000.00 | 0.00 | 54,116.32 | 160,883.68 |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 6/15/2023

SIGNATURE John F. Healy Jr.

John F. Healy Jr., Secretary of Arrow Road Construction, Manager of Healy Asphalt Company, LLC

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY OF June, 2023.

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

ALEJANDRO TAPIA TRUJILLO
OFFICIAL SEAL
Notary Public, State of Illino
My Commission Expire
April 24, 2026



F.1722 R5/96

Provided by Chicago Title Insurance Company

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager JK

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, Allied Asphalt Paving

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #245483 for cold patch purchase for The Village of Maywood Public Works Department.

RECOMMENDATION: It is recommendation that the total payments of $5,993.75 be approved for payment. The expense account to be charged: 12-10-89013.

# allied asphalt paving company

1100 BRANDT DRIVE
HOFFMAN ESTATES, IL 60192

847-695-9300
FAX 847-695-9262

INVOICE 245483

PAGE 1

DATE 4/15/2023

TERMS Net 30 Days

ACCOUNT NO. 22053

SOLD TO VILLAGE OF MAYWOOD
FINANCE DEPT
40 MADISON STREET
MAYWOOD , IL 60153

2023 PICK UP

| Ticket | Date | PO | Order | Loc. | Product | Qty | -----Material------ Rate | Amount | ------Freight------ Rate | Amount | Tax Amount | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8666057 | 4/14/2023 | | 23-0010 | 98 | COLD PATCH | 6.94 | 175.00 | 1214.50 | 0.00 | 0.00 | 0.00 | 1,214.50 |
| 8666058 | 4/14/2023 | | 23-0010 | 98 | COLD PATCH | 7.19 | 175.00 | 1258.25 | 0.00 | 0.00 | 0.00 | 1,258.25 |
| 8666063 | 4/14/2023 | | 23-0010 | 98 | COLD PATCH | 7.04 | 175.00 | 1232.00 | 0.00 | 0.00 | 0.00 | 1,232.00 |
| 8666066 | 4/14/2023 | | 23-0010 | 98 | COLD PATCH | 13.08 | 175.00 | 2289.00 | 0.00 | 0.00 | 0.00 | 2,289.00 |
| Subtotal | | | 23-0010 | | COLD PATCH | 34.25 Ton | | $5993.75 | | $0.00 | $0.00 | $5,993.75 |
| Invoice Total | | | | | | 34.25 | | $5993.75 | | $0.00 | $0.00 | $5,993.75 |

Total Invoice ----- > $5,993.75

RECOMMENDED TO BE PAID
DATE: 5/11/23
DEPT HEAD:
EXPENSE ACCT: 0210-89013
PO#

$ 5,993.75

*Any invoice discrepancy must be brought to our attention within 30 days from the invoice date, otherwise the invoice will be considered correct and full payment must be received within terms.* ***If tax exempt, you must provide the Tax Exempt Certificate in order for the taxes to be removed.***
*Invoices not paid within terms are subject to a 1.5% (18% APR) monthly finance charge.*

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager JK

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, Chicago Cleaning Concierge

SPECIFIC ACTION REQUESTED: Payment approval of the invoice of attached invoice for janitorial services for the Village of Maywood.

| Invoice | Date | Amount | Service dates |
|---|---|---|---|
| 121 | 05/18/2023 | $7,875.00 | May 2023 |

RECOMMENDATION: It is recommendation that the total payments of $7,875.00 be approved for payment. The expense account to be charged: 01-53-52400.

# INVOICE

Date: May 18, 2023
May 2023
INVOICE # 121

To Village of Maywood
40 Maddison Street
Maywood IL, 60153
708 450-7400

| | Description | | Line Total |
|---|---|---|---|
| 1. | Sanitation/Disinfecting Services (CDC Compliance) | | $7,500.00 |
| 2. | Urgent power washing / sanitation cleanup for shower area located in police department. 5/15/2023 | | $375.00 |
| | | Subtotal Total | $7,875.00 |

*Make all checks payable to Chicago Cleaning Concierge LLC*

Chicago Cleaning Concierge LLC P.O Box 3481Barrington, Illinois 60010 312-2001577
BLaster@chicagocleaningconcierge.com

***Thank you for your business!***

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, City of Chicago

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for water services from February 17, 2023, to March 21, 2023.

| Account | Date | Amount |
|---|---|---|
| 432533-432533 | 05/10/2023 | $104,652.21 |
| 432532-432532 | 05/10/2023 | $135,430.37 |

RECOMMENDATION: It is recommendation that the total payments of $240,082.58 be approved for payment. The expense account to be charged: 41-55-57300.

City of Chicago
Department of Finance-Utility Billing
P.O. Box 6330
Chicago, Illinois 60680-6330

# WATER, SEWER, GARBAGE, TAX BILL

Bill Date: May-10-2023

Customer: MAYWOOD VILLAGE COLLECTOR
Service Address: S 9TH AVE & W IOWA
Account Number: **432533-432533**

**Your Total Service Cost: $104,652.21**

**To Avoid Penalties, Pay By: May-31-2023**

***Pay online:*** **www.cityofchicago.org/finance**
*Pay by mail:* Send a check and the bottom portion of this page to the P.O. Box address listed at the top left corner
*Pay over the phone:* Call 312-744-4426
*Pay in person:* Visit Department of Finance Payment Centers or EZ Pay Stations

## Metered Account Bill Summary

*Bill Period: Mar-28-2023 - Apr-18-2023*

| Activity Since Last Bill | |
|---|---|
| Previous Balance | $197,827.27 |
| Adjustments | $0.00 |
| Payments | $197,827.27 |

| Current Charges | |
|---|---|
| Current Water | $104,652.21 |
| Current Sewer | $0.00 |
| Current Penalty | $0.00 |
| Current Fees | $0.00 |
| **TOTAL DUE** | **$104,652.21** |

## Additional Information

The annual City of Chicago Water Quality Report is now posted at: chicagoccr.org. The City issues this report by July 1st annually to provide important information about the source and quality of your drinking water during the previous calendar year. To obtain a paper copy of the report, please call 312.744.8190.

El Informe anual de calidad del agua de la ciudad de Chicago ahora está publicado en: chicagoccr.org. La Ciudad publica este informe antes del 1 de julio de cada año para proporcionar información importante sobre la fuente y la calidad de su agua potable durante el año calendario anterior. Para obtener una copia impresa del informe, llame a 312.744.8190.

**Need a Payment Plan?**
**Have a Question? Call 312-744-4426**

City of Chicago
Department of Finance-Utility Billing
P.O. Box 6330
Chicago, Illinois 60680-6330

| Account: | Due Date: | Total Due: |
|---|---|---|
| 432533-432533 | May-31-2023 | $104,652.21 |

**Important! Make checks payable to City of Chicago - Utility Billing. Be sure to include your account number on check and include bottom portion of this bill with payment.**

7430 1 MB 0.528 7430

MAYWOOD VILLAGE COLLECTOR
40 MADISON ST
MAYWOOD, IL 60153-2323

**Amount Enclosed: $_____**



05312023 0004325330432533 2 0010465221 0010465221 7

City of Chicago
Department of Finance-Utility Billing
P.O. Box 6330
Chicago, Illinois 60680-6330

# WATER, SEWER, GARBAGE, TAX BILL

Bill Date: May-10-2023

Customer: MAYWOOD VILLAGE COLLECTOR
Service Address: S 9TH AVE & W IOWA
Account Number: **432532-432532**

**Your Total Service Cost: $135,430.37**

**To Avoid Penalties, Pay By: May-31-2023**

***Pay online:*** **www.cityofchicago.org/finance**
*Pay by mail:* Send a check and the bottom portion of this page to the P.O. Box address listed at the top left corner
*Pay over the phone:* Call 312-744-4426
*Pay in person:* Visit Department of Finance Payment Centers or EZ Pay Stations

## Metered Account Bill Summary

*Bill Period: Mar-21-2023 - Apr-18-2023*

| Activity Since Last Bill | |
|---|---|
| Previous Balance | $160,259.81 |
| Adjustments | $0.00 |
| Payments | $160,259.81 |

| Current Charges | |
|---|---|
| Current Water | $135,430.37 |
| Current Sewer | $0.00 |
| Current Penalty | $0.00 |
| Current Fees | $0.00 |
| TOTAL DUE | **$135,430.37** |

## Additional Information

The annual City of Chicago Water Quality Report is now posted at: chicagoccr.org. The City issues this report by July 1st annually to provide important information about the source and quality of your drinking water during the previous calendar year. To obtain a paper copy of the report, please call 312.744.8190.

El Informe anual de calidad del agua de la ciudad de Chicago ahora está publicado en: chicagoccr.org. La Ciudad publica este informe antes del 1 de julio de cada año para proporcionar información importante sobre la fuente y la calidad de su agua potable durante el año calendario anterior. Para obtener una copia impresa del informe, llame a 312.744.8190.

**Need a Payment Plan?**
**Have a Question? Call 312-744-4426**

City of Chicago
Department of Finance-Utility Billing
P.O. Box 6330
Chicago, Illinois 60680-6330

| Account: | Due Date: | Total Due: |
|---|---|---|
| 432532-432532 | May-31-2023 | $135,430.37 |

Important! Make checks payable to City of Chicago - Utility Billing. Be sure to include your account number on check and include bottom portion of this bill with payment.

7429 1 MB 0.528 7429

MAYWOOD VILLAGE COLLECTOR
40 MADISON ST
MAYWOOD, IL 60153-2323

**Amount Enclosed: $_____**

50

05312023 00043253204325 32 9 0013543037 0013543037 4

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager JK

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, Comcast Business

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for phone/internet/trunk charges for the Village of Maywood.

| Invoice | Date | Amount |
|---|---|---|
| 168394035 | 03/15/2023 | $4,655.61 |
| 170819616 | 04/15/2023 | $2,947.25 |

RECOMMENDATION: It is recommendation that the total payments of $7,602.86 be approved for payment. The expense account to be charged: 01-19-55400.

COMCAST
BUSINESS

| Account Number | Invoice Number | Bill Date | Customer Service | Payment Terms |
|---|---|---|---|---|
| 939736936 | 170819616 | Apr 15, 2023 | 1-800-741-4141 | Net 30 |

| Previous Balance | Payments | Adjustments/Credits | Past Due Amount | Current Amount | Total Amount Due |
|---|---|---|---|---|---|
| 4,655.61 | 0.00 | 0.00 | 4,655.61 | 2,947.25 | $ 7,602.86 |

Village of Maywood
40 Madison Street
Maywood, IL 60153

**Payment Due Date**
May 15, 2023

**Late Fee Eligible**
$ 0.00

**Late Payment Charge**
$ 0.00

## SUMMARY OF CHARGES AND CREDITS

( Billing activity up to and including Apr 14, 2023 )

| | |
|---|---|
| Recurring Charges | 3,892.36 |
| Total Customer Charges | 3,892.36 |
| Total Taxes and Surcharges | 945.11 CR |
| Invoice Amount | 2,947.25 |
| **Remaining Balance** | **4,655.61** |
| **Total Amount Due** | **$ 7,602.86** |

**Aging Balance Summary**

| | |
|---|---|
| Current | $ 2,947.25 |
| 1 - 30 | $ 4,655.61 |
| 31 - 60 | $ 0.00 |
| 61 - 90 | $ 0.00 |
| 91 - 120 | $ 0.00 |
| 120+ | $ 0.00 |

Pay your invoice online by visiting
www.comcastpaymentcenter.com



COMCAST
BUSINESS

If paying by mail, please return this section with your payment

| Account Number | Invoice Number | Payment Due Date | Total Amount Due | Amount Enclosed |
|---|---|---|---|---|
| 939736936 | 170819616 | May 15, 2023 | $ 7,602.86 | |

**(For further information on how to pay please turn over)**

Village of Maywood
40 Madison Street
Maywood, IL 60153

Comcast
PO Box 37601
Philadelphia, PA 19101-0601

939736936 1708196160100 15052023 000760286 6

## How to Pay

### For your convenience, Comcast Business accepts checks, credit card, and ACH payments.

#### Paying Online

For recurring or one-time payments, please visit comcastpaymentcenter.com.

#### Paying by Mail

Detach the payment slip and return it with your check or money order made payable to Comcast Business in the envelope provided. Make sure to include the check details on the reverse side of the payment slip. Please allow 7-10 business days for processing.

## Change in Customer Details?

For any change in customer details, including address, billing arrangements, or reporting requirements, please let us know by calling 1-800-741-4141.

Please note that any billing dispute regarding this invoice must be submitted to Comcast within the time period specified in your customer agreement.

**Business Voice and Trunk Services are provided by Comcast IP Phone, LLC.**
**Any issues with these services can be addressed by contacting us at (877) 543-3961**
**Unless noted otherwise in the Service Details section of this bill, all other services on this bill are provided by Comcast Business Communications, LLC.**

**Account Statement**

Our advanced solutions will help your business fuel innovation, improve efficiencies, and create memorable interactions with customers. If you have any questions about your services, or to learn more about our full suite of products, please call us at the phone number listed at the top of page one.

Is your business moving to a new location soon? If so, please be sure to notify us at least 60 calendar days in advance of your relocation in order to avoid service interruptions. Call us at the phone number at the top of page one of this invoice, and we'll be happy to assist you with any changes to your account.

**Attention Business Trunk Customers:**
Did you know you can turn off your International Long Distance (ILD) to prevent fraud?
If you would like to make any changes to your Trunking service, please call 1-877-543-3961.

## Location Summary

| Customer | Account No | Reference ID | Charges | Page # |
|---|---|---|---|---|
| Village of Maywood | | | | |
| | 939736936 | | 1,927.83 | 5 |
| Village of Maywood - Police Dept PRIoF | | | | |
| | 912410640 | | 509.71 | 11 |
| Village of Maywood - PRIoF | | | | |
| | 912407409 | | 509.71 | 15 |
| | **Total Charges** | | **2,947.25** | |

| | |
|---|---|
| **Location:** | **Village of Maywood**<br>**40 Madison Street**<br>**Maywood, IL 60153** |
| **Total Charges:** | **3,114.36** |

**Summary of Charges**

**Local Billing Reference Number:**

| | |
|---|---|
| **Recurring Charges** | **3,114.36** |
| **Total Customer Charges** | **3,114.36** |

**Taxes, Surcharges, and Fees**

**Important Message**

The Regulatory Recovery Fees (RRFs) and Universal Connectivity Charge (UCC) are neither government mandated nor taxes. The RRFs are assessed by Comcast to recover certain federal, state, and local regulatory costs related to your service. The UCC is a fee assessed by Comcast to recover its contribution to the Federal Universal Service Fund (USF). On a quarterly basis, the FCC modifies the USF contribution rate, which may be accessed at www.fcc.gov/omd/contribution-factor.html

| | | |
|---|---|---|
| **State Taxes and Surcharges** | | |
| Statutory Gross Receipts Tax (State) | 14.19 CR | |
| **Total State Taxes and Surcharges** | | **14.19 CR** |
| **City Taxes and Surcharges** | | |
| State and Local Excise Tax | 369.07 CR | |
| **Total City Taxes and Surcharges** | | **369.07 CR** |
| **Comcast Surcharges** | | |
| Universal Connectivity Charge | 714.00 CR | |
| **Total Comcast Surcharges** | | **714.00 CR** |
| **Regulatory Recovery Fees** | | |
| Federal Cost Recovery Fee | 89.27 CR | |
| **Total Regulatory Recovery Fees** | | **89.27 CR** |
| **Total Taxes and Surcharges** | | **1,186.53 CR** |

**Service Summary**

| | | |
|---|---|---|
| **Ethernet Dedicated Internet** | | |
| Recurring Charges | 5,150.16 | |
| **Total Ethernet Dedicated Internet** | | **5,150.16** |
| **Ethernet Network Service** | | |
| Recurring Charges | 2,035.80 CR | |
| **Total Ethernet Network Service** | | **2,035.80 CR** |
| **Total Charges** | | **3,114.36** |

**Service Details for Village of Maywood**

## Ethernet Dedicated Internet : 22.VLXP.027921..CBCL..

**Location A:** Village of Maywood - Village Hall, 40 Madison Street, 1st Floor, Maywood, IL

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 725.00 |
| **Total Service Charges** | **725.00** |
| **Total Charges** | **725.00** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KFGS.033236..CBCL.. - 10/100 | Apr 15, 23 to May 14, 23 | |
| Bandwidth - 22.VLXP.027921..CBCL.. - 100 Mbps | Apr 15, 23 to May 14, 23 | 700.00 |
| IPv4 Static Address Block /29 Qty: 1 | Apr 15, 23 to May 14, 23 | 25.00 |
| **Total Recurring Charges** | | **725.00** |

**Service Details**

## Ethernet Dedicated Internet : 22.VLXP.071050..CBCL..

**Location A:** Village of Maywood - Police Dept - 125 S 5th Ave -, 125 S 5TH AVE, MAYWOOD, IL

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 730.00 |
| **Total Service Charges** | **730.00** |
| **Total Charges** | **730.00** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KRGS.018191..CBCL.. - 10/100 | Apr 15, 23 to May 14, 23 | |
| Bandwidth - 22.VLXP.071050..CBCL.. - 100 Mbps | Apr 15, 23 to May 14, 23 | 700.00 |
| IPv4 Static Address Block /28 Qty: 1 | Apr 15, 23 to May 14, 23 | 30.00 |
| **Total Recurring Charges** | | **730.00** |

**Service Details**

## Ethernet Dedicated Internet : 22.VLXP.134275..CBCL..

**Location A:** 200 S 5TH AVE, Maywood, IL

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 1,099.19 |
| **Total Service Charges** | **1,099.19** |
| **Total Charges** | **1,099.19** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KRGS.082366..CBCL.. - 10/100 - FIBER | Mar 30, 23 to Apr 14, 23 | |

**Service Details for Village of Maywood**

## Ethernet Dedicated Internet : 22.VLXP.134275..CBCL.. continued

**Location A: 200 S 5TH AVE, Maywood, IL**

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KRGS.082366..CBCL.. - 10/100 - FIBER | Apr 15, 23 to May 14, 23 | |
| Bandwidth - 22.VLXP.134275..CBCL.. - 100 Mbps | Mar 30, 23 to Apr 14, 23 | 361.29 |
| Bandwidth - 22.VLXP.134275..CBCL.. - 100 Mbps | Apr 15, 23 to May 14, 23 | 700.00 |
| IPv4 Static Address Block /29 Qty: 1 | Mar 30, 23 to Apr 14, 23 | 12.90 |
| IPv4 Static Address Block /29 Qty: 1 | Apr 15, 23 to May 14, 23 | 25.00 |
| **Total Recurring Charges** | | **1,099.19** |

**Non Recurring Charges**

| Description | Date | Amount |
|---|---|---|
| Port - 22.KRGS.082366..CBCL.. - 10/100 - FIBER | Mar 30, 23 | |
| Bandwidth - 22.VLXP.134275..CBCL.. - 100 Mbps | Mar 30, 23 | No Charge |
| **Total Non Recurring Charges** | | **0.00** |

**Service Details**

## Ethernet Dedicated Internet : 22.VLXP.134413..CBCL..

**Location A: 1220 S 17TH AVE, Maywood, IL**

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 1,333.07 |
| **Total Service Charges** | **1,333.07** |
| **Total Charges** | **1,333.07** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KRGS.082561..CBCL.. - 10/100 - FIBER | Mar 20, 23 to Apr 14, 23 | |
| Port - 22.KRGS.082561..CBCL.. - 10/100 - FIBER | Apr 15, 23 to May 14, 23 | |
| Bandwidth - 22.VLXP.134413..CBCL.. - 100 Mbps | Mar 20, 23 to Apr 14, 23 | 587.10 |
| Bandwidth - 22.VLXP.134413..CBCL.. - 100 Mbps | Apr 15, 23 to May 14, 23 | 700.00 |
| IPv4 Static Address Block /29 Qty: 1 | Mar 20, 23 to Apr 14, 23 | 20.97 |
| IPv4 Static Address Block /29 Qty: 1 | Apr 15, 23 to May 14, 23 | 25.00 |
| **Total Recurring Charges** | | **1,333.07** |

**Non Recurring Charges**

| Description | Date | Amount |
|---|---|---|
| Port - 22.KRGS.082561..CBCL.. - 10/100 - FIBER | Mar 20, 23 | |
| Bandwidth - 22.VLXP.134413..CBCL.. - 100 Mbps | Mar 20, 23 | No Charge |
| **Total Non Recurring Charges** | | **0.00** |

**Service Details for Village of Maywood**

## Ethernet Dedicated Internet : 22.VLXP.134592..CBCL..

**Location A:** 700 ST CHARLES RD, Maywood, IL

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 1,262.90 |
| **Total Service Charges** | **1,262.90** |
| **Total Charges** | **1,262.90** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KRGS.082659..CBCL.. - 10/100 - FIBER | Mar 23, 23 to Apr 14, 23 | |
| Port - 22.KRGS.082659..CBCL.. - 10/100 - FIBER | Apr 15, 23 to May 14, 23 | |
| Bandwidth - 22.VLXP.134592..CBCL.. - 100 Mbps | Mar 23, 23 to Apr 14, 23 | 519.35 |
| Bandwidth - 22.VLXP.134592..CBCL.. - 100 Mbps | Apr 15, 23 to May 14, 23 | 700.00 |
| IPv4 Static Address Block /29 Qty: 1 | Mar 23, 23 to Apr 14, 23 | 18.55 |
| IPv4 Static Address Block /29 Qty: 1 | Apr 15, 23 to May 14, 23 | 25.00 |
| **Total Recurring Charges** | | **1,262.90** |

**Non Recurring Charges**

| Description | Date | Amount |
|---|---|---|
| Port - 22.KRGS.082659..CBCL.. - 10/100 - FIBER | Mar 23, 23 | |
| Bandwidth - 22.VLXP.134592..CBCL.. - 100 Mbps | Mar 23, 23 | No Charge |
| **Total Non Recurring Charges** | | **0.00** |

**Service Details**

## Ethernet Network Service : 22.VLXM.002721..CBCL..

**Location A:** Village of Maywood - Village Hall, 40 Madison Street, FL 1ST, Maywood, IL

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 3,433.80 CR |
| **Total Service Charges** | **3,433.80 CR** |
| **Total Charges** | **3,433.80 CR** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KFGS.033249..CBCL.. - 10/100 | Nov 17, 22 to Dec 14, 22 | 126.00 CR |
| Port - 22.KFGS.033249..CBCL.. - 10/100 | Dec 15, 22 to Jan 14, 23 | 135.00 CR |
| Port - 22.KFGS.033249..CBCL.. - 10/100 | Jan 15, 23 to Feb 14, 23 | 135.00 CR |
| Port - 22.KFGS.033249..CBCL.. - 10/100 | Feb 15, 23 to Mar 14, 23 | 135.00 CR |
| Metro Bandwidth - 22.VLXM.002721..CBCL.. - 50 Mbps - Basic CoS | Nov 17, 22 to Dec 14, 22 | 688.80 CR |
| Metro Bandwidth - 22.VLXM.002721..CBCL.. - 50 Mbps - Basic CoS | Dec 15, 22 to Jan 14, 23 | 738.00 CR |
| Metro Bandwidth - 22.VLXM.002721..CBCL.. - 50 Mbps - Basic CoS | Jan 15, 23 to Feb 14, 23 | 738.00 CR |
| Metro Bandwidth - 22.VLXM.002721..CBCL.. - 50 Mbps - Basic CoS | Feb 15, 23 to Mar 14, 23 | 738.00 CR |
| **Total Recurring Charges** | | **3,433.80 CR** |

**Service Details for Village of Maywood**

## Ethernet Network Service : 22.VLXM.002721..CBCL..

**Location A:** Village of Maywood - Parks and Recreation, 200 S 5th Street, 1st Flor, Maywood, IL

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 873.00 |
| **Total Service Charges** | **873.00** |
| **Total Charges** | **873.00** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KFGS.033277..CBCL.. - 10/100 | Apr 15, 23 to May 14, 23 | 135.00 |
| Bandwidth - 22.VLXM.002721..CBCL.. - 50Mbps - Basic CoS | Apr 15, 23 to May 14, 23 | 738.00 |
| **Total Recurring Charges** | | **873.00** |

**Service Details**

## Ethernet Network Service : 22.VLXM.002721..CBCL..

**Location A:** Village of Maywood - Fire Station, 1220 S 17th Avenue, 1st Floor, Maywood, IL

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 175.00 |
| **Total Service Charges** | **175.00** |
| **Total Charges** | **175.00** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KFGS.033269..CBCL.. - 10/100 | Apr 15, 23 to May 14, 23 | 39.18 |
| Metro Bandwidth - 22.VLXM.002721..CBCL.. - 10 Mbps - Basic CoS | Apr 15, 23 to May 14, 23 | 135.82 |
| **Total Recurring Charges** | | **175.00** |

**Service Details**

## Ethernet Network Service : 22.VLXM.002721..CBCL..

**Location A:** Village of Maywood - Fire Station 1, 700 SAINT CHARLES RD, FL 1ST, MAYWOOD, IL

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 175.00 |
| **Total Service Charges** | **175.00** |
| **Total Charges** | **175.00** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KFGS.033275..CBCL.. - 10/100 | Apr 15, 23 to May 14, 23 | 39.18 |
| Metro Bandwidth - 22.VLXM.002721..CBCL.. - 10 Mbps - Basic CoS | Apr 15, 23 to May 14, 23 | 135.82 |

**Service Details for Village of Maywood**

## Ethernet Network Service : 22.VLXM.002721..CBCL.. continued

**Location A:** Village of Maywood - Fire Station 1, 700 SAINT CHARLES RD, FL 1ST, MAYWOOD, IL

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| **Total Recurring Charges** | | **175.00** |

**Service Details**

## Ethernet Network Service : 22.VLXM.002721..CBCL..

**Location A:** Village of Maywood - Police Dept, 125 S 5TH AVE, Maywood, IL

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 175.00 |
| **Total Service Charges** | **175.00** |
| **Total Charges** | **175.00** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KFGS.033251..CBCL.. - 10/100 | Apr 15, 23 to May 14, 23 | 39.18 |
| Metro Bandwidth - 22.VLXM.002721..CBCL.. - 10 Mbps - Basic CoS | Apr 15, 23 to May 14, 23 | 135.82 |
| **Total Recurring Charges** | | **175.00** |

| | |
|---|---|
| **Location:** | **Village of Maywood - Police Dept PRIoF** |
| | **125 S 5TH Avenue** |
| | **PRIoF** |
| | **MAYWOOD, IL 60153** |
| **Total Charges:** | **389.00** |

**Summary of Charges**

**Local Billing Reference Number: 8771200010313795**

| | |
|---|---|
| **Recurring Charges** | **389.00** |
| **Total Customer Charges** | **389.00** |

**Taxes, Surcharges, and Fees**

**Important Message**

The Regulatory Recovery Fees (RRFs) and Universal Connectivity Charge (UCC) are neither government mandated nor taxes. The RRFs are assessed by Comcast to recover certain federal, state, and local regulatory costs related to your service. The UCC is a fee assessed by Comcast to recover its contribution to the Federal Universal Service Fund (USF). On a quarterly basis, the FCC modifies the USF contribution rate, which may be accessed at www.fcc.gov/omd/contribution-factor.html

| | | |
|---|---|---|
| **State Taxes and Surcharges** | | |
| 911 Line Tax (State) | 34.50 | |
| Statutory Gross Receipts Tax (State) | 2.05 | |
| **Total State Taxes and Surcharges** | | **36.55** |
| **City Taxes and Surcharges** | | |
| State and Local Excise Tax | 53.45 | |
| **Total City Taxes and Surcharges** | | **53.45** |
| **Comcast Surcharges** | | |
| Universal Connectivity Charge | 14.41 | |
| **Total Comcast Surcharges** | | **14.41** |
| **Regulatory Recovery Fees** | | |
| Federal Cost Recovery Fee | 7.73 | |
| IL Telecom Relay Service and Equipment | 0.09 | |
| P.U.C. Surcharge (State) | 0.49 | |
| Universal Service Fund Surcharge (State) | 7.99 | |
| **Total Regulatory Recovery Fees** | | **16.30** |
| **Total Taxes and Surcharges** | | **120.71** |

**Service Summary**

| | | |
|---|---|---|
| **Comcast Bundled Services - PRI** | | |
| Recurring Charges | 100.00 CR | |
| **Total Comcast Bundled Services - PRI** | | **100.00 CR** |
| **Full PRI Trunk** | | |
| Recurring Charges | 489.00 | |
| **Total Full PRI Trunk** | | **489.00** |
| **Total Charges** | | **389.00** |

**Service Details for Village of Maywood - Police Dept PRIoF**

## Comcast Bundled Services - PRI : BND-00008637282

**Multi product package Discount.**

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 100.00 CR |
| **Total Service Charges** | **100.00 CR** |
| **Total Charges** | **100.00 CR** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Bundled Services Discount | Apr 15, 23 to May 14, 23 | 100.00 CR |
| **Total Recurring Charges** | | **100.00 CR** |

**Service Details**

## Business Trunk Voice

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Monthly Call Detail Record | Apr 15, 23 to May 14, 23 | No Charge |
| Standard Directory Listing | Apr 15, 23 to May 14, 23 | No Charge |
| **Total Recurring Charges** | | **0.00** |

**Service Details**

## Full PRI Trunk : 1,115,874,595

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 489.00 |
| **Total Service Charges** | **489.00** |
| **Total Charges** | **489.00** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| 23 Channel Full PRI - Includes 200 LD Min/Channel | Apr 15, 23 to May 14, 23 | 489.00 |
| **Total Recurring Charges** | | **489.00** |

**Service Details**

## PRI Trunk Group : TG-017084504470

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| 2-Way 23 Channel PRI Trunk Group | Apr 15, 23 to May 14, 23 | No Charge |
| **Total Recurring Charges** | | **0.00** |

**Service Details for Village of Maywood - Police Dept PRIoF**

## Trunk Group BTN : (708)450-4470

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Trunk BTN | Apr 15, 23 to May 14, 23 | No Charge |
| **Total Recurring Charges** | | **0.00** |

| | |
|---|---|
| **Location:** | **Village of Maywood - PRIoF**<br>**40 MADISON Street**<br>**1st Floor**<br>**MAYWOOD, IL 60153** |
| **Total Charges:** | **389.00** |

**Summary of Charges**

**Local Billing Reference Number: 8771200010314041**

| | |
|---|---|
| **Recurring Charges** | **389.00** |
| **Total Customer Charges** | **389.00** |

**Taxes, Surcharges, and Fees**

**Important Message**

The Regulatory Recovery Fees (RRFs) and Universal Connectivity Charge (UCC) are neither government mandated nor taxes. The RRFs are assessed by Comcast to recover certain federal, state, and local regulatory costs related to your service. The UCC is a fee assessed by Comcast to recover its contribution to the Federal Universal Service Fund (USF). On a quarterly basis, the FCC modifies the USF contribution rate, which may be accessed at www.fcc.gov/omd/contribution-factor.html

| | | |
|---|---|---|
| **State Taxes and Surcharges** | | |
| 911 Line Tax (State) | 34.50 | |
| Statutory Gross Receipts Tax (State) | 2.05 | |
| **Total State Taxes and Surcharges** | | **36.55** |
| **City Taxes and Surcharges** | | |
| State and Local Excise Tax | 53.45 | |
| **Total City Taxes and Surcharges** | | **53.45** |
| **Comcast Surcharges** | | |
| Universal Connectivity Charge | 14.41 | |
| **Total Comcast Surcharges** | | **14.41** |
| **Regulatory Recovery Fees** | | |
| Federal Cost Recovery Fee | 7.73 | |
| IL Telecom Relay Service and Equipment | 0.09 | |
| P.U.C. Surcharge (State) | 0.49 | |
| Universal Service Fund Surcharge (State) | 7.99 | |
| **Total Regulatory Recovery Fees** | | **16.30** |
| **Total Taxes and Surcharges** | | **120.71** |

**Service Summary**

| | | |
|---|---|---|
| **Full PRI Trunk** | | |
| Recurring Charges | 389.00 | |
| **Total Full PRI Trunk** | | **389.00** |
| **Total Charges** | | **389.00** |

**Service Details**

## Business Trunk Voice

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Monthly Call Detail Record | Apr 15, 23 to May 14, 23 | No Charge |

Service Details for Village of Maywood - PRIoF

## Business Trunk Voice continued

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Standard Directory Listing | Apr 15, 23 to May 14, 23 | No Charge |
| **Total Recurring Charges** | | **0.00** |

**Service Details**

### Full PRI Trunk : 1,115,874,478

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 389.00 |
| **Total Service Charges** | **389.00** |
| **Total Charges** | **389.00** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| 23 Channel Full PRI - Includes 200 LD Min/Channel | Apr 15, 23 to May 14, 23 | 489.00 |
| PRI Service Discount | Apr 15, 23 to May 14, 23 | 100.00 CR |
| **Total Recurring Charges** | | **389.00** |

**Service Details**

### PRI Trunk Group : TG-017084506300

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| 2-Way 23 Channel PRI Trunk Group | Apr 15, 23 to May 14, 23 | No Charge |
| **Total Recurring Charges** | | **0.00** |

**Service Details**

### Trunk Group BTN : (708)450-6300

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Trunk BTN | Apr 15, 23 to May 14, 23 | No Charge |
| **Total Recurring Charges** | | **0.00** |

COMCAST
BUSINESS

| Account Number | Invoice Number | Bill Date | Customer Service | Payment Terms |
|---|---|---|---|---|
| 939736936 | 168394035 | Mar 15, 2023 | 1-800-741-4141 | Net 30 |

| Previous Balance | Payments | Adjustments/Credits | Past Due Amount | Current Amount | Total Amount Due |
|---|---|---|---|---|---|
| 19,072.11 | 19,072.11 | 0.00 | 0.00 | 4,655.61 | $ 4,655.61 |

Village of Maywood
40 Madison Street
Maywood, IL 60153

**Payment Due Date**
Apr 15, 2023

**Late Fee Eligible**
$ 0.00

**Late Payment Charge**
$ 0.00

## SUMMARY OF CHARGES AND CREDITS

( Billing activity up to and including Mar 14, 2023 )

| | |
|---|---|
| Recurring Charges | 3,631.00 |
| Total Customer Charges | 3,631.00 |
| Total Taxes and Surcharges | 1,024.61 |
| Invoice Amount | 4,655.61 |
| **Remaining Balance** | **0.00** |
| **Total Amount Due** | **$ 4,655.61** |

**Aging Balance Summary**

| | |
|---|---|
| Current | $ 4,655.61 |
| 1 - 30 | $ 0.00 |
| 31 - 60 | $ 0.00 |
| 61 - 90 | $ 0.00 |
| 91 - 120 | $ 0.00 |
| 120+ | $ 0.00 |

Pay your invoice online by visiting
www.comcastpaymentcenter.com



COMCAST
BUSINESS

If paying by mail, please return this section with your payment

| Account Number | Invoice Number | Payment Due Date | Total Amount Due | Amount Enclosed |
|---|---|---|---|---|
| 939736936 | 168394035 | Apr 15, 2023 | $ 4,655.61 | |

**(For further information on how to pay please turn over)**

Village of Maywood
40 Madison Street
Maywood, IL 60153

Comcast
PO Box 37601
Philadelphia, PA 19101-0601

939736936 1683940350100 15042023 000465561 8

## How to Pay

### For your convenience, Comcast Business accepts checks, credit card, and ACH payments.

### Paying Online

For recurring or one-time payments, please visit comcastpaymentcenter.com.

### Paying by Mail

Detach the payment slip and return it with your check or money order made payable to Comcast Business in the envelope provided. Make sure to include the check details on the reverse side of the payment slip. Please allow 7-10 business days for processing.

## Change in Customer Details?

For any change in customer details, including address, billing arrangements, or reporting requirements, please let us know by calling 1-800-741-4141.

Please note that any billing dispute regarding this invoice must be submitted to Comcast within the time period specified in your customer agreement.

**Business Voice and Trunk Services are provided by Comcast IP Phone, LLC.**
**Any issues with these services can be addressed by contacting us at (877) 543-3961**
**Unless noted otherwise in the Service Details section of this bill, all other services on this bill are provided by Comcast Business Communications, LLC.**

**Account Statement**

Our advanced solutions will help your business fuel innovation, improve efficiencies, and create memorable interactions with customers. If you have any questions about your services, or to learn more about our full suite of products, please call us at the phone number listed at the top of page one.

Is your business moving to a new location soon? If so, please be sure to notify us at least 60 calendar days in advance of your relocation in order to avoid service interruptions. Call us at the phone number at the top of page one of this invoice, and we'll be happy to assist you with any changes to your account.

**Attention Business Trunk Customers:**
Did you know you can turn off your International Long Distance (ILD) to prevent fraud?
If you would like to make any changes to your Trunking service, please call 1-877-543-3961.

## Payments

| Date | Method of Payment | | Invoice Number | Amount |
|---|---|---|---|---|
| Feb 28, 2023 | Check | | Multiple | 19,072.11 |
| | | **Total** | | **19,072.11** |

## Location Summary

| Customer | Account No | Reference ID | Charges | Page # |
|---|---|---|---|---|
| Village of Maywood | | | | |
| | 939736936 | | 3,633.27 | 5 |
| Village of Maywood - Police Dept PRIoF | | | | |
| | 912410640 | | 511.17 | 9 |
| Village of Maywood - PRIoF | | | | |
| | 912407409 | | 511.17 | 13 |
| | **Total Charges** | | **4,655.61** | |

| | |
|---|---|
| **Location:** | **Village of Maywood**<br>**40 Madison Street**<br>**Maywood, IL 60153** |
| **Total Charges:** | **2,853.00** |

**Summary of Charges**

**Local Billing Reference Number:**

| | |
|---|---|
| **Recurring Charges** | **2,853.00** |
| **Total Customer Charges** | **2,853.00** |

**Taxes, Surcharges, and Fees**

**Important Message**

The Regulatory Recovery Fees (RRFs) and Universal Connectivity Charge (UCC) are neither government mandated nor taxes. The RRFs are assessed by Comcast to recover certain federal, state, and local regulatory costs related to your service. The UCC is a fee assessed by Comcast to recover its contribution to the Federal Universal Service Fund (USF). On a quarterly basis, the FCC modifies the USF contribution rate, which may be accessed at www.fcc.gov/omd/contribution-factor.html

| | | |
|---|---|---|
| **State Taxes and Surcharges** | | |
| Statutory Gross Receipts Tax (State) | 9.60 | |
| **Total State Taxes and Surcharges** | | **9.60** |
| **City Taxes and Surcharges** | | |
| State and Local Excise Tax | 249.49 | |
| **Total City Taxes and Surcharges** | | **249.49** |
| **Comcast Surcharges** | | |
| Universal Connectivity Charge | 455.75 | |
| **Total Comcast Surcharges** | | **455.75** |
| **Regulatory Recovery Fees** | | |
| Federal Cost Recovery Fee | 65.43 | |
| **Total Regulatory Recovery Fees** | | **65.43** |
| **Total Taxes and Surcharges** | | **780.27** |

**Service Summary**

| | | |
|---|---|---|
| **Ethernet Dedicated Internet** | | |
| Recurring Charges | 1,455.00 | |
| **Total Ethernet Dedicated Internet** | | **1,455.00** |
| **Ethernet Network Service** | | |
| Recurring Charges | 1,398.00 | |
| **Total Ethernet Network Service** | | **1,398.00** |
| **Total Charges** | | **2,853.00** |

**Service Details for Village of Maywood**

## Ethernet Dedicated Internet : 22.VLXP.027921..CBCL..

**Location A:** Village of Maywood - Village Hall, 40 Madison Street, 1st Floor, Maywood, IL

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 725.00 |
| **Total Service Charges** | **725.00** |
| **Total Charges** | **725.00** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KFGS.033236..CBCL.. - 10/100 | Mar 15, 23 to Apr 14, 23 | |
| Bandwidth - 22.VLXP.027921..CBCL.. - 100 Mbps | Mar 15, 23 to Apr 14, 23 | 700.00 |
| IPv4 Static Address Block /29 Qty: 1 | Mar 15, 23 to Apr 14, 23 | 25.00 |
| **Total Recurring Charges** | | **725.00** |

**Service Details**

## Ethernet Dedicated Internet : 22.VLXP.071050..CBCL..

**Location A:** Village of Maywood - Police Dept - 125 S 5th Ave -, 125 S 5TH AVE, MAYWOOD, IL

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 730.00 |
| **Total Service Charges** | **730.00** |
| **Total Charges** | **730.00** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KRGS.018191..CBCL.. - 10/100 | Mar 15, 23 to Apr 14, 23 | |
| Bandwidth - 22.VLXP.071050..CBCL.. - 100 Mbps | Mar 15, 23 to Apr 14, 23 | 700.00 |
| IPv4 Static Address Block /28 Qty: 1 | Mar 15, 23 to Apr 14, 23 | 30.00 |
| **Total Recurring Charges** | | **730.00** |

**Service Details**

## Ethernet Network Service : 22.VLXM.002721..CBCL..

**Location A:** Village of Maywood - Parks and Recreation, 200 S 5th Street, 1st Flor, Maywood, IL

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 873.00 |
| **Total Service Charges** | **873.00** |
| **Total Charges** | **873.00** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KFGS.033277..CBCL.. - 10/100 | Mar 15, 23 to Apr 14, 23 | 135.00 |

Service Details for Village of Maywood

## Ethernet Network Service : 22.VLXM.002721..CBCL.. continued

Location A: Village of Maywood - Parks and Recreation, 200 S 5th Street, 1st Flor, Maywood, IL

Recurring Charges

| Description | Date Range | Amount |
|---|---|---|
| Bandwidth - 22.VLXM.002721..CBCL.. - 50Mbps - Basic CoS | Mar 15, 23 to Apr 14, 23 | 738.00 |
| **Total Recurring Charges** | | **873.00** |

Service Details

## Ethernet Network Service : 22.VLXM.002721..CBCL..

Location A: Village of Maywood - Fire Station, 1220 S 17th Avenue, 1st Floor, Maywood, IL

Summary of Charges

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 175.00 |
| **Total Service Charges** | **175.00** |
| **Total Charges** | **175.00** |

Recurring Charges

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KFGS.033269..CBCL.. - 10/100 | Mar 15, 23 to Apr 14, 23 | 39.18 |
| Metro Bandwidth - 22.VLXM.002721..CBCL.. - 10 Mbps - Basic CoS | Mar 15, 23 to Apr 14, 23 | 135.82 |
| **Total Recurring Charges** | | **175.00** |

Service Details

## Ethernet Network Service : 22.VLXM.002721..CBCL..

Location A: Village of Maywood - Fire Station 1, 700 SAINT CHARLES RD, FL 1ST, MAYWOOD, IL

Summary of Charges

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 175.00 |
| **Total Service Charges** | **175.00** |
| **Total Charges** | **175.00** |

Recurring Charges

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KFGS.033275..CBCL.. - 10/100 | Mar 15, 23 to Apr 14, 23 | 39.18 |
| Metro Bandwidth - 22.VLXM.002721..CBCL.. - 10 Mbps - Basic CoS | Mar 15, 23 to Apr 14, 23 | 135.82 |
| **Total Recurring Charges** | | **175.00** |

**Account Number** 939736936 **Invoice Number** 168394035

**Service Details for Village of Maywood**

## Ethernet Network Service : 22.VLXM.002721..CBCL..

**Location A:** Village of Maywood - Police Dept, 125 S 5TH AVE, Maywood, IL

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 175.00 |
| **Total Service Charges** | **175.00** |
| **Total Charges** | **175.00** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Port - 22.KFGS.033251..CBCL.. - 10/100 | Mar 15, 23 to Apr 14, 23 | 39.18 |
| Metro Bandwidth - 22.VLXM.002721..CBCL.. - 10 Mbps - Basic CoS | Mar 15, 23 to Apr 14, 23 | 135.82 |
| **Total Recurring Charges** | | **175.00** |

| | |
|---|---|
| **Location:** | **Village of Maywood - Police Dept PRIoF** |
| | **125 S 5TH Avenue** |
| | **PRIoF** |
| | **MAYWOOD, IL 60153** |
| **Total Charges:** | **389.00** |

**Summary of Charges**

**Local Billing Reference Number: 8771200010313795**

| | |
|---|---|
| **Recurring Charges** | **389.00** |
| **Total Customer Charges** | **389.00** |

**Taxes, Surcharges, and Fees**

**Important Message**

The Regulatory Recovery Fees (RRFs) and Universal Connectivity Charge (UCC) are neither government mandated nor taxes. The RRFs are assessed by Comcast to recover certain federal, state, and local regulatory costs related to your service. The UCC is a fee assessed by Comcast to recover its contribution to the Federal Universal Service Fund (USF). On a quarterly basis, the FCC modifies the USF contribution rate, which may be accessed at www.fcc.gov/omd/contribution-factor.html

| | | |
|---|---|---|
| **State Taxes and Surcharges** | | |
| 911 Line Tax (State) | 34.50 | |
| Statutory Gross Receipts Tax (State) | 2.06 | |
| **Total State Taxes and Surcharges** | | **36.56** |
| **City Taxes and Surcharges** | | |
| State and Local Excise Tax | 53.62 | |
| **Total City Taxes and Surcharges** | | **53.62** |
| **Comcast Surcharges** | | |
| Universal Connectivity Charge | 16.46 | |
| **Total Comcast Surcharges** | | **16.46** |
| **Regulatory Recovery Fees** | | |
| Federal Cost Recovery Fee | 6.97 | |
| IL Telecom Relay Service and Equipment | 0.09 | |
| P.U.C. Surcharge (State) | 0.49 | |
| Universal Service Fund Surcharge (State) | 7.98 | |
| **Total Regulatory Recovery Fees** | | **15.53** |
| **Total Taxes and Surcharges** | | **122.17** |

**Service Summary**

| | | |
|---|---|---|
| **Comcast Bundled Services - PRI** | | |
| Recurring Charges | 100.00 CR | |
| **Total Comcast Bundled Services - PRI** | | **100.00 CR** |
| **Full PRI Trunk** | | |
| Recurring Charges | 489.00 | |
| **Total Full PRI Trunk** | | **489.00** |
| **Total Charges** | | **389.00** |

**Service Details for Village of Maywood - Police Dept PRIoF**

## Comcast Bundled Services - PRI : BND-00008637282

**Multi product package Discount.**

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 100.00 CR |
| **Total Service Charges** | **100.00 CR** |
| **Total Charges** | **100.00 CR** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Bundled Services Discount | Mar 15, 23 to Apr 14, 23 | 100.00 CR |
| **Total Recurring Charges** | | **100.00 CR** |

**Service Details**

## Business Trunk Voice

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Monthly Call Detail Record | Mar 15, 23 to Apr 14, 23 | No Charge |
| Standard Directory Listing | Mar 15, 23 to Apr 14, 23 | No Charge |
| **Total Recurring Charges** | | **0.00** |

**Service Details**

## Full PRI Trunk : 1,115,874,595

**Summary of Charges**

| | |
|---|---|
| **Service Charges** | |
| Recurring Charges | 489.00 |
| **Total Service Charges** | **489.00** |
| **Total Charges** | **489.00** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| 23 Channel Full PRI - Includes 200 LD Min/Channel | Mar 15, 23 to Apr 14, 23 | 489.00 |
| **Total Recurring Charges** | | **489.00** |

**Service Details**

## PRI Trunk Group : TG-017084504470

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| 2-Way 23 Channel PRI Trunk Group | Mar 15, 23 to Apr 14, 23 | No Charge |
| **Total Recurring Charges** | | **0.00** |

**Service Details for Village of Maywood - Police Dept PRIoF**

## Trunk Group BTN : (708)450-4470

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Trunk BTN | Mar 15, 23 to Apr 14, 23 | No Charge |
| **Total Recurring Charges** | | **0.00** |

| | |
|---|---|
| **Location:** | **Village of Maywood - PRIoF** |
| | **40 MADISON Street** |
| | **1st Floor** |
| | **MAYWOOD, IL 60153** |
| **Total Charges:** | **389.00** |

**Summary of Charges**

**Local Billing Reference Number: 8771200010314041**

| | |
|---|---|
| **Recurring Charges** | **389.00** |
| **Total Customer Charges** | **389.00** |

**Taxes, Surcharges, and Fees**

**Important Message**

The Regulatory Recovery Fees (RRFs) and Universal Connectivity Charge (UCC) are neither government mandated nor taxes. The RRFs are assessed by Comcast to recover certain federal, state, and local regulatory costs related to your service. The UCC is a fee assessed by Comcast to recover its contribution to the Federal Universal Service Fund (USF). On a quarterly basis, the FCC modifies the USF contribution rate, which may be accessed at www.fcc.gov/omd/contribution-factor.html

| | | |
|---|---|---|
| **State Taxes and Surcharges** | | |
| 911 Line Tax (State) | 34.50 | |
| Statutory Gross Receipts Tax (State) | 2.06 | |
| **Total State Taxes and Surcharges** | | **36.56** |
| **City Taxes and Surcharges** | | |
| State and Local Excise Tax | 53.62 | |
| **Total City Taxes and Surcharges** | | **53.62** |
| **Comcast Surcharges** | | |
| Universal Connectivity Charge | 16.46 | |
| **Total Comcast Surcharges** | | **16.46** |
| **Regulatory Recovery Fees** | | |
| Federal Cost Recovery Fee | 6.97 | |
| IL Telecom Relay Service and Equipment | 0.09 | |
| P.U.C. Surcharge (State) | 0.49 | |
| Universal Service Fund Surcharge (State) | 7.98 | |
| **Total Regulatory Recovery Fees** | | **15.53** |
| **Total Taxes and Surcharges** | | **122.17** |

**Service Summary**

| | | |
|---|---|---|
| **Full PRI Trunk** | | |
| Recurring Charges | 389.00 | |
| **Total Full PRI Trunk** | | **389.00** |
| **Total Charges** | | **389.00** |

**Service Details**

## Business Trunk Voice

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Monthly Call Detail Record | Mar 15, 23 to Apr 14, 23 | No Charge |

**Service Details for Village of Maywood - PRIoF**

## Business Trunk Voice continued

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Standard Directory Listing | Mar 15, 23 to Apr 14, 23 | No Charge |
| **Total Recurring Charges** | | **0.00** |

**Service Details**

### Full PRI Trunk : 1,115,874,478

**Summary of Charges**

**Service Charges**

| | |
|---|---|
| Recurring Charges | 389.00 |
| **Total Service Charges** | **389.00** |
| **Total Charges** | **389.00** |

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| 23 Channel Full PRI - Includes 200 LD Min/Channel | Mar 15, 23 to Apr 14, 23 | 489.00 |
| PRI Service Discount | Mar 15, 23 to Apr 14, 23 | 100.00 CR |
| **Total Recurring Charges** | | **389.00** |

**Service Details**

### PRI Trunk Group : TG-017084506300

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| 2-Way 23 Channel PRI Trunk Group | Mar 15, 23 to Apr 14, 23 | No Charge |
| **Total Recurring Charges** | | **0.00** |

**Service Details**

### Trunk Group BTN : (708)450-6300

**Recurring Charges**

| Description | Date Range | Amount |
|---|---|---|
| Trunk BTN | Mar 15, 23 to Apr 14, 23 | No Charge |
| **Total Recurring Charges** | | **0.00** |

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager JK

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, Comprehensive Construction Solutions, LLC

SPECIFIC ACTION REQUESTED: Payment approval of the invoice #230210 dated 5/31/2023 for work performed on the referenced project. The project consists of the cleaning and televising of approximately 8,000 feet of combined sewers. A majority of the sewers are located within the proposed limits of 2023/2024 Capital Improvement projects, as well as other certain critical areas in need of cleaning.

We have reviewed the work performed within Pay Estimate No. 1 and Final and have found the work represented by the quantities on this estimate satisfactorily completed. We have reviewed the current project quantities with representatives of Comprehensive Construction Solutions. LLC and have found them to be accurate.

RECOMMENDATION: It is recommendation that the total payments of $36,817.64 be approved for payment. The expense account to be charged: Madison TIF.

June 14, 2023

Mr. James Krischke, Acting Village Manager
Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Re: 2023 Sewer Cleaning and Televising Project
Pay Estimate No. 1

Dear Mr. Krischke:

Comprehensive Construction Solutions, LLC of Chicago, Illinois has performed work on the referenced project. The project consists of the cleaning and televising of approximately 8,000 feet of combined sewers. A majority of the sewers are located within the proposed limits of 2023/2024 Capital Improvement projects, as well as other certain critical areas in need of cleaning.

We have reviewed the work performed within Pay Estimate No. 1 and Final and have found the work represented by the quantities on this estimate satisfactorily completed. We have reviewed the current project quantities with representatives of Comprehensive Construction Solutions, LLC and have found them to be accurate.

We therefore recommend that the Village of Maywood approve the payment of the Contractor's Invoice No. 230210 in the amount of $36,817.65.

This project is eligible to be funded 34% through the Madison Street TIF and 66% through the General Fund.

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.

William O. Peterhansen

William Peterhansen, P.E., CFM

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

Enclosures



Edwin Hancock Engineering Company ♦ 9933 Roosevelt Road ♦ Westchester, IL 60154-2780 ♦ Phone: 708/865-0300 ♦ Fax: 708/865-1212

2023 Sewer Cleaning and Televising Project
Owner: Village of Maywood
Contractor: Comprehensive Construction Solutions, LLC
Engineer: Hancock Engineering Co.
Engineer's Pay Estimate No. 1
Date: June 13, 2023

| No. | Item | Unit | AWARDED | | COMPLETED | Unit Price | COMPLETED |
|---|---|---|---|---|---|---|---|
| | | | Quantity | Value | Quantity | | Amount |
| 1 | Basic Cleaning of 24" Diameter Comb Sewer | Foot | 380 | $4,750.00 | 365 | $12.50 | $ 4,562.50 |
| 2 | Heavy Cleaning of 24" Diameter Comb Sewer | Foot | 190 | $1,425.00 | 365 | 7.50 | 2,737.50 |
| 3 | Basic Cleaning of 12" Diameter Comb Sewer | Foot | 3,075 | $6,150.00 | 2,227 | 2.00 | 4,454.00 |
| 4 | Heavy Cleaning of 12" Diameter Comb Sewer | Foot | 1,538 | $3,076.00 | 956 | 2.00 | 1,912.00 |
| 5 | Basic Cleaning of 10" Diameter Comb Sewer | Foot | 1,020 | $2,040.00 | 1,272 | 2.00 | 2,544.00 |
| 6 | Heavy Cleaning of 10" Diameter Comb Sewer | Foot | 510 | $1,020.00 | - | 2.00 | - |
| 7 | Basic Cleaning of 9" Diameter Comb Sewer | Foot | 1,605 | $3,210.00 | 684 | 2.00 | 1,368.00 |
| 8 | Heavy Cleaning of 9" Diameter Comb Sewer | Foot | 803 | $1,606.00 | - | 2.00 | - |
| 9 | Basic Cleaning 12" Dia Comb Sewer (Loc TBD) | Foot | 1,800 | $3,600.00 | 3,028 | 2.00 | 6,056.00 |
| 10 | Heavy Cleaning 12" Dia Comb Sewer (Misc Loc TBD) | Foot | 900 | $1,800.00 | 2,356 | 2.00 | 4,712.00 |
| 11 | Televising Sewers | Foot | 7,880 | $11,820.00 | 7,976 | 1.50 | 11,964.00 |
| 12 | Rem and Disposal of Waste Materials | Ton | 80 | $6,000.00 | 7.98 | 75.00 | 598.50 |
| 13 | Special Cleaning of Combined Sewer along Bataan Drive | Day | 3 | $14,400.00 | - | 4,800.00 | - |
| 14 | Add'l Cln and TV for Public Works | Day | 3 | $14,400.00 | - | 4,800.00 | - |

| | | |
|---|---|---|
| Total | $75,297.00 | $ 40,908.50 |
| Less Retainage (10%) | | $ (4,090.85) |
| Total Amount Due, Estimate No. 1 | | **$ 36,817.65** |

CCS

COMPREHENSIVE CONSTRUCTION SOLUTIONS, LLC

# Invoice

| Invoice # |
|---|
| 230210 |
| **Date** |
| 5/31/2023 |

**Bill To**

Edwin Hancock Engineering Co.
9933 Roosevelt Road
Westchester, IL 60154

| P.O. # / Location |
|---|
| Maywood |

| Description | Each / LF | Rate | Amount |
|---|---|---|---|
| 24" Cleaning | 365 | 12.50 | 4,562.50 |
| 24" Heavy Cleaning | 365 | 7.50 | 2,737.50 |
| 12" Cleaning | 2,227 | 2.00 | 4,454.00 |
| 12" Heavy Cleaning | 956 | 2.00 | 1,912.00 |
| 10" Cleaning | 1,272 | 2.00 | 2,544.00 |
| 10" Heavy Cleaning | 0 | 2.00 | 0.00 |
| 9" Cleaning | 684 | 2.00 | 1,368.00 |
| 9" Heavy Cleaning | 0 | 2.00 | 0.00 |
| 12" Cleaning | 3,028 | 2.00 | 6,056.00 |
| 12" Heavy Cleaning | 2,356 | 2.00 | 4,712.00 |
| Televising | 7,976 | 1.50 | 11,964.00 |
| Waste | 7.98 | 75.00 | 598.50 |
| Special | 0 | 4,800.00 | 0.00 |
| Additional | 0 | 4,800.00 | 0.00 |
| Retainage | | -4,090.85 | -4,090.85 |
| | **Total** | | **$36,817.65** |



*5835 W. Montrose Avenue Chicago, IL 60634 (773) 365-9060*

STATE OF Illinois } SS
County of Cook

Job Number:

Qty#

Loan#

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by The Village of Maywood

to furnish Labor, Materials, Subcontract, and Equipment

for the premises known as Village of Maywood 2023 Sewer Cleaning and Televising Project

of which Village of Maywood is the owner.

THE undersigned, for and in consideration of

Thirty Six Thousand Eight Hundred Seventeen Dollars And Sixty Five Cents ( $36,817.65 )

Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INDCLUDING EXTRAS*

DATE: 14th day of June , 2023

COMPANY NAME: Comprehensive Construction Solutions

ADDRESS 5835 W. Montrose Ave, Chicago IL 60634

SIGNATURE AND TITLE: John A. Sullivan - John Sullivan Vice President

*EXTRAS INCLUDED BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

## CONTRACTOR'S AFFIDAVIT

STATE OF Illinois } SS
County of Cook

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) John Sullivan BEING DULY SWORN,

DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) Vice President OF (COMPANY NAME)

Comprehensive Construction Solutions WHO IS THE CONTRACTOR FURNISHING

Labor, Materials, Subcontract, and Equipment FOR THE PREMISES KNOWN AS

Various - Village of Maywood OWNED BY

Village of Maywood

That the total amount of the contract including extras * is $75,297.00 on which he or she has received payment of $0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES AND ADDRESSES | WHAT FOR | CONTRACT PRICE INCLDG EXTRAS* | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|---|---|---|---|---|
| Comprehensive Construction Solutions 5835 W. Montrose Ave, Chicago IL 60634 | Labor, Materials, Subcontract, and Equipment | 75,297.00 | 0.00 | 36,817.65 | 38,479.35 |
| All Material From Fully Paid Stock and Delivered to the Job Site in Our Trucks. Our Principle Supplier is: | | | | | |
| | | | | | |
| TOTAL LABOR AND MATERIAL TO COMPLETE | | 75,297.00 | 0.00 | 36,817.65 | 38,479.35 |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE: 14th day of June , 2023 SIGNATURE:

Subscribed and sworn to before me this 14th day of June , 2023 .

OFFICIAL SEAL
CHRISTOPHER WUDARSKI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 01.20.2027

Signature:

* EXTRAS INCLUDED BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager JK

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, Fireground Supply

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #20438 dated 12/15/2022 for fire fighter protection gear for the Village of Maywood Fire Department.

RECOMMENDATION: It is recommendation that the total payments of $7,986.38 be approved for payment. The expense account to be charged: 01-41-87000.

FIREGROUND SUPPLY
*Quality. Innovation. Extraordinary Service.*

23900 Industrial Dr. S.
Suite 4
Plainfield, IL. 60585

Phone # (630) 876-3473
Fax # (815) 676-6278

orders@firegroundsupply.com
www.firegroundsupply.com

Invoice

| Date | Invoice # |
|---|---|
| 12/15/2022 | 20438 |

| Bill To | Ship To |
|---|---|
| MAYWOOD FIRE DEPARTMENT<br>700 ST. CHARLES ROAD<br>MAYWOOD, IL 60153<br>ATTN: ACCOUNTS PAYABLES | MAYWOOD FIRE DEPARTMENT<br>700 ST. CHARLES ROAD<br>MAYWOOD, IL 60153<br>ATTN: CRAIG BRONAUGH |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
|---|---|---|---|---|---|---|
| 747748 | N 15 | KRY | 12/15/2022 | | | |

| Item Code | Description | Quantity | Price Each | Serviced | Amount |
|---|---|---|---|---|---|
| LN CVBM B 32 | Custom Lion Turnout V-Force Bi-Swing Coat Black<br>Quote Number:(PSGQ24563)<br>Last Name:<br>CSTM Coat Chest Size:<br>CSTM Coat Body Length:<br>Coat Sleeve Length: Regular<br>Turnout Coat Lettering: | 2 | 2,397.29 | | 4,794.58T |
| LN PVFM/F B | Custom Lion Turnout V-Force Pant w/ Belt - Black<br>Quote Number:(PSGQ24563)<br>Extra Options:<br>CSTM Pant Waist Size:<br>CSTM Pant Inseam: Regular<br>Suspender: | 2 | 1,595.90 | | 3,191.80T |

RECOMMENDED TO BE PAID
DATE: May 23 2023
DEPT HEAD: Craig Bronaugh
EXPENSE ACCT: 01-41-87000
PO#:

| | |
|---|---|
| **Subtotal** | $7,986.38 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $7,986.38 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $7,986.38 |

All returned checks will be assessed a $35 fee in addition to all related bank fees and added to the outstanding account balance. Balances over 30 days will be subject to 1.5% charge monthly.

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, Klein Thorpe & Jenkins

SPECIFIC ACTION REQUESTED: Payment approval for Legal Retainer & Services Rendered during March 2023.

| Invoice | Amount | Description |
|---|---|---|
| 05/26/2023 | $4,166.00 | Legal Retainer April 2023 |
| 05/26/2023 | $46,764.60 | Legal Services April 2023 |

RECOMMENDATION: It is recommendation that the total payments of $50,930.60 be approved for payment. The expense account to be charged: 01-15-52400/TIF.

## For the June 20, 2023 Village Board Meeting

## CONFIDENTIAL AGENDA ITEMS

**ITEMS TO BE ADDED TO THE FINANCE DIRECTOR'S MONTHLY FINANCE REPORT FOR APPROVAL:**

Statement for Legal Services for April 2023 Pertaining to General Matters, in the amount of $4,166.00, with a cover memo dated June 14, 2023 from Klein, Thorpe and Jenkins, Ltd.

Statements for Legal Services for April 2023 Pertaining to Employment and Labor Matters, Litigation Matters, and Economic Redevelopment Matters and Miscellaneous Matters, in the total amount of $46,764.60, with a cover memo dated June 14, 2023 from Klein, Thorpe and Jenkins, Ltd.

**Do Not Post On Board Book For Public View.**

**Do Not List Statements as Action Items on the Agenda.**

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, LRS

SPECIFIC ACTION REQUESTED: Payment approval of the invoices for waste disposal and garbage pickup services.

| Invoice | Date | Amount | Description |
|---|---|---|---|
| 0005250903 | 02/27/2023 | $12,934.45 | Waste Disposal Service |
| 0005282042 | 03/31/2023 | $27,687.51 | Waste Disposal Service |

RECOMMENDATION: It is recommendation that the total payments of $40,621.96 be approved for payment. The expense account to be charged: 41-55-57400.

5500 Pearl St Ste 300
Rosemont IL 60018-5303
Phone: 773-685-8811
www.LRSrecycles.com

# INVOICE

| | |
|---|---|
| Invoice No | 0005250903 |
| Page No | 4 of 4 |
| Invoice Date | Feb-28-23 |
| Customer No | 51382.1 |
| Site No | 1 |
| Reference | |

**VILLAGE OF MAYWOOD - CHARGABLE EVENTS**
**40 MADISON ST**
**MAYWOOD, IL 60153**

| | |
|---|---|
| Balance forward : | $0.00 |
| Payments : | $0.00 |
| Adjustments : | $0.00 |
| Invoices : | $0.00 |

| Date | Codes | Description | | Reference | Quantity | Amount |
|---|---|---|---|---|---|---|
| | | Serv #008 Roll Off 20.00 | | | | |
| 15 - Feb | | Dump & Return W.O# 2211035<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 15 - Feb | | C & D | $46.10 | L0-224866 | 2.06TN | $94.97 |
| 23 - Feb | | Dump & Return W.O# 2214280<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 23 - Feb | | C & D | $46.10 | L0-225609 | 1.39TN | $64.08 |
| | | Serv #009 Roll Off 20.00 | | | | |
| 15 - Feb | | Dump & Return W.O# 2211036<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 15 - Feb | | C & D | $46.10 | L0-224873 | 3.15TN | $145.22 |
| 23 - Feb | | Dump & Return W.O# 2214281<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 23 - Feb | | C & D | $46.10 | L0-225611 | 1.16TN | $53.48 |
| | | | | | Site Total: | $12,934.45 |

$12,934.45
Recommended To Be Paid
Dept.Head: [signature]
Expense Acct: 01-50-52400
Date: 4/21/23 PO #

| Current | 31-60 Days | 61-90 Days | Over 91 Days | Invoice Total | Balance Due |
|---|---|---|---|---|---|
| $12,934.45 | $7,999.25 | $0.00 | $0.00 | $12,934.45 | **$20,933.70** |

*Please detach coupon and remit with payment*

**NEW PAYMENT ADDRESS**

REMIT
**LRS**
**PO BOX 554884**
**Detroit, MI 48255-4884**

Pay your bill online at www.LRSrecycles.com
Online payments are applied instantly and saves you postage costs.

Payment due upon receipt of this invoice. 1.5% per month (18% per annum) late charges on balances over 30 days from date of invoice. Payments received after invoice date are not reflected. To ensure proper credit, please include your account number on your check and include the bottom portion of this invoice. When making payment on multiple accounts, please include the account numbers and the amounts of payment. We reserve the right to suspend service without notice on any past due account.

**VILLAGE OF MAYWOOD - CHARGABLE EVENTS**
**40 MADISON ST**
**MAYWOOD, IL 60153**

| | |
|---|---|
| Invoice No | 0005250903 |
| Page No | 4 of 4 |
| Invoice Date | Feb-28-23 |
| Customer No | 51382.1 |
| Site No | 1 |
| Reference | |



00554884010051382000100000052509030001293445 1

5500 Pearl St Ste 300
Rosemont IL 60018-5303
Phone: 773-685-8811
www.LRSrecycles.com

# INVOICE

| | |
|---|---|
| Invoice No | 0005250903 |
| Page No | 1 of 4 |
| Invoice Date | Feb-28-23 |
| Customer No | 51382.1 |
| Site No | 1 |
| Reference | |

LR03022333-000624

**VILLAGE OF MAYWOOD - CHARGABLE EVENTS**
**40 MADISON ST**
**MAYWOOD, IL 60153**

| | |
|---|---|
| Balance forward : | $0.00 |
| Payments : | $0.00 |
| Adjustments : | $0.00 |
| Invoices : | $0.00 |

| Date | Codes | Description | | Reference | Quantity | Amount |
|---|---|---|---|---|---|---|
| | | (0001)<br>VILLAGE OF MAYWOOD - CHARGABLE EVENTS<br>4TH AND ST CHARLES, MAYWOOD IL | | | | |
| | | Serv #004 Roll Off 20.00 | | | | |
| 02 - Feb | | Switch W.O# 2204753<br>Switch | $450.00 | bill kenny email | 1.00 | $450.00 |
| 02 - Feb | | C & D | $46.10 | L0-223625 | 3.13TN | $144.29 |
| 10 - Feb | | Dump & Return W.O# 2208577<br>Dump & Return | $450.00 | bill k email | 1.00 | $450.00 |
| 10 - Feb | | C & D | $46.10 | L0-224444 | 2.40TN | $110.64 |
| 14 - Feb | | Switch W.O# 2209946<br>Switch | $450.00 | per Bill email | 1.00 | $450.00 |
| 14 - Feb | | C & D | $46.10 | L0-224695 | 3.87TN | $178.41 |
| 15 - Feb | | Dump & Return W.O# 2211031<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 15 - Feb | | C & D | $46.10 | L0-224851 | 4.18TN | $192.70 |
| 23 - Feb | | Dump & Return W.O# 2214273<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 23 - Feb | | C & D | $46.10 | L0-255600 | 3.86TN | $177.95 |
| | | Serv #005 Roll Off 20.00 | | | | |
| 02 - Feb | | Switch W.O# 2204754<br>Switch | $450.00 | bill kenny email | 1.00 | $450.00 |

LR03022333-000624-000633

5500 Pearl St Ste 300
Rosemont IL 60018-5303
Phone: 773-685-8811
www.LRSrecycles.com

# INVOICE

| | |
|---|---|
| Invoice No | 0005250903 |
| Page No | 2 of 4 |
| Invoice Date | Feb-28-23 |
| Customer No | 51382.1 |
| Site No | 1 |
| Reference | |

**VILLAGE OF MAYWOOD - CHARGABLE EVENTS**
**40 MADISON ST**
**MAYWOOD, IL 60153**

| | |
|---|---|
| Balance forward : | $0.00 |
| Payments : | $0.00 |
| Adjustments : | $0.00 |
| Invoices : | $0.00 |

| Date | Codes | Description | | Reference | Quantity | Amount |
|---|---|---|---|---|---|---|
| 02 - Feb | | C & D | $46.10 | L0-223628 | 0.42TN | $19.36 |
| 10 - Feb | | Dump & Return W.O# 2208578<br>Dump & Return | $450.00 | bill k email | 1.00 | $450.00 |
| 10 - Feb | | C & D | $46.10 | L0-224446 | 1.54TN | $70.99 |
| 14 - Feb | | Switch W.O# 2209948<br>Switch | $450.00 | per Bill email | 1.00 | $450.00 |
| 14 - Feb | | C & D | $46.10 | L0-224698 | 1.07TN | $49.33 |
| 15 - Feb | | Dump & Return W.O# 2211032<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 23 - Feb | | Dump & Return W.O# 2214275<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| | | Serv #006 Roll Off 20.00 | | | | |
| 02 - Feb | | Switch W.O# 2204755<br>Switch | $450.00 | bill kenny email | 1.00 | $450.00 |
| 02 - Feb | | C & D | $46.10 | L0-223630 | 2.42TN | $111.56 |
| 10 - Feb | | Dump & Return W.O# 2208579<br>Dump & Return | $450.00 | bill k email | 1.00 | $450.00 |
| 10 - Feb | | C & D | $46.10 | L0-224447 | 1.09TN | $50.25 |
| 14 - Feb | | Switch W.O# 2209949<br>Switch | $450.00 | per Bill email | 1.00 | $450.00 |
| 14 - Feb | | C & D | $46.10 | L0-224700 | 3.55TN | $163.66 |

5500 Pearl St Ste 300
Rosemont IL 60018-5303
Phone: 773-685-8811
www.LRSrecycles.com

# INVOICE

| | |
|---|---|
| Invoice No | 0005250903 |
| Page No | 3 of 4 |
| Invoice Date | Feb-28-23 |
| Customer No | 51382.1 |
| Site No | 1 |
| Reference | |

**VILLAGE OF MAYWOOD - CHARGABLE EVENTS**
**40 MADISON ST**
**MAYWOOD, IL 60153**

| | |
|---|---|
| Balance forward : | $0.00 |
| Payments : | $0.00 |
| Adjustments : | $0.00 |
| Invoices : | $0.00 |

| Date | Codes | Description | | Reference | Quantity | Amount |
|---|---|---|---|---|---|---|
| 15 - Feb | | Dump & Return W.O# 2211033<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 15 - Feb | | C & D | $46.10 | L0-224858 | 2.52TN | $116.17 |
| 23 - Feb | | Dump & Return W.O# 2214277<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 23 - Feb | | C & D<br>Serv #007 Roll Off 20.00 | $46.10 | L0-225604 | 2.43TN | $112.02 |
| 02 - Feb | | Switch W.O# 2204756<br>Switch | $450.00 | bill kenny email | 1.00 | $450.00 |
| 02 - Feb | | C & D | $46.10 | L0-223631 | 2.85TN | $131.39 |
| 10 - Feb | | Dump & Return W.O# 2208580<br>Dump & Return | $450.00 | bill k email | 1.00 | $450.00 |
| 10 - Feb | | C & D | $46.10 | L0-224451 | 1.86TN | $85.75 |
| 14 - Feb | | Switch W.O# 2209951<br>Switch | $450.00 | per Bill email | 1.00 | $450.00 |
| 14 - Feb | | C & D | $46.10 | L0-224702 | 0.41TN | $18.90 |
| 15 - Feb | | Dump & Return W.O# 2211034<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 15 - Feb | | C & D | $46.10 | L0-224863 | 0.94TN | $43.33 |
| 23 - Feb | | Dump & Return W.O# 2214279<br>Dump & Return | $450.00 | | 1.00 | $450.00 |

L2030223333-000624-000635

5500 Pearl St Ste 300
Rosemont IL 60018-5303
Phone: 773-685-8811
www.LRSrecycles.com

# INVOICE

| | |
|---|---|
| Invoice No | 0005282042 |
| Page No | 1 of 7 |
| Invoice Date | Mar-31-23 |
| Customer No | 51382.1 |
| Site No | 1 |
| Reference | |

LR04072332-006462

**VILLAGE OF MAYWOOD - CHARGABLE EVENTS**
**40 MADISON ST**
**MAYWOOD, IL 60153**

| | |
|---|---|
| Balance forward : | $0.00 |
| Payments : | $0.00 |
| Adjustments : | $0.00 |
| Invoices : | $0.00 |

| Date | Codes | Description | | Reference | Quantity | Amount |
|---|---|---|---|---|---|---|
| | | (0001)<br>VILLAGE OF MAYWOOD - CHARGABLE EVENTS<br>4TH AND ST CHARLES, MAYWOOD IL | | | | |
| | | Serv #002 Roll Off 20.00 | | | | |
| 01 - Mar | | Dump & Return W.O# 2217488<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 01 - Mar | | C & D | $46.10 | L0-226172 | 10.35TN | $477.14 |
| 24 - Mar | | Dump & Return W.O# 2228517<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 24 - Mar | | C & D | $46.10 | L0-228368 | 2.58TN | $118.94 |
| 28 - Mar | | Dump & Return W.O# 2230174<br>Dump & Return | $450.00 | JOHN 708-491-8842 | 1.00 | $450.00 |
| | | Serv #003 Roll Off 20.00 | | | | |
| 15 - Mar | | Dump & Return W.O# 2223367<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 15 - Mar | | C & D | $46.10 | L0-227415 | 4.26TN | $196.39 |
| 18 - Mar | | Dump & Return W.O# 2225738<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 18 - Mar | | C & D | $46.10 | L0-227790 | 3.29TN | $151.67 |
| 24 - Mar | | Dump & Return W.O# 2228516<br>Dump & Return | $450.00 | | 1.00 | $450.00 |

LR04072332-006462-006542

5500 Pearl St Ste 300
Rosemont IL 60018-5303
Phone: 773-685-8811
www.LRSrecycles.com

# INVOICE

| | |
|---|---|
| Invoice No | 0005282042 |
| Page No | 2 of 7 |
| Invoice Date | Mar-31-23 |
| Customer No | 51382.1 |
| Site No | 1 |
| Reference | |

**VILLAGE OF MAYWOOD - CHARGABLE EVENTS**
**40 MADISON ST**
**MAYWOOD, IL 60153**

| | |
|---|---|
| Balance forward : | $0.00 |
| Payments : | $0.00 |
| Adjustments : | $0.00 |
| Invoices : | $0.00 |

| Date | Codes | Description | | Reference | Quantity | Amount |
|---|---|---|---|---|---|---|
| 24 - Mar | | C & D | $46.10 | L0-228364 | 3.03TN | $139.68 |
| 28 - Mar | | Dump & Return W.O# 2230267<br>Dump & Return | $450.00 | JOHN 708-491-8842 | 1.00 | $450.00 |
| 28 - Mar | | C & D | $46.10 | L0-228651 | 5.84TN | $269.22 |
| 30 - Mar | | Dump & Return W.O# 2231846<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 30 - Mar | | C & D<br>Serv #004 Roll Off 20.00 | $46.10 | L0-228915 | 5.71TN | $263.23 |
| 01 - Mar | | Dump & Return W.O# 2216862<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 01 - Mar | | C & D | $46.10 | L0-226111 | 6.40TN | $295.04 |
| 14 - Mar | | Final PU W.O# 2223356<br>Final PU | $450.00 | | 1.00 | $450.00 |
| 14 - Mar | | C & D<br>Serv #005 Roll Off 20.00 | $46.10 | L0-227321 | 0.95TN | $43.80 |
| 01 - Mar | | Dump & Return W.O# 2216863<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 01 - Mar | | C & D | $46.10 | L0-226112 | 2.55TN | $117.56 |
| 14 - Mar | | DRY RUN W.O# 2223359<br>DRY RUN | $225.00 | | 1.00 | $225.00 |

LR00072332-006462-006543

5500 Pearl St Ste 300
Rosemont IL 60018-5303
Phone: 773-685-8811
www.LRSrecycles.com

# INVOICE

| | |
|---|---|
| Invoice No | 0005282042 |
| Page No | 3 of 7 |
| Invoice Date | Mar-31-23 |
| Customer No | 51382.1 |
| Site No | 1 |
| Reference | |

**VILLAGE OF MAYWOOD - CHARGABLE EVENTS**
**40 MADISON ST**
**MAYWOOD, IL 60153**

| | |
|---|---|
| Balance forward : | $0.00 |
| Payments : | $0.00 |
| Adjustments : | $0.00 |
| Invoices : | $0.00 |

| Date | Codes | Description | | Reference | Quantity | Amount |
|---|---|---|---|---|---|---|
| 15 - Mar | | Dump & Return W.O# 2223765<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 15 - Mar | | C & D | $46.10 | L0-227436 | 8.32TN | $383.55 |
| 18 - Mar | | Dump & Return W.O# 2225730<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 18 - Mar | | C & D | $46.10 | L0-227775 | 8.39TN | $386.78 |
| 24 - Mar | | Dump & Return W.O# 2228509<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 24 - Mar | | C & D | $46.10 | L0-228344 | 8.60TN | $396.46 |
| 28 - Mar | | Dump & Return W.O# 2230268<br>Dump & Return | $450.00 | JOHN 708-491-8842 | 1.00 | $450.00 |
| 30 - Mar | | Dump & Return W.O# 2231841<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 30 - Mar | | C & D<br>Serv #006 Roll Off 20.00 | $46.10 | L0-228948 | 5.38TN | $248.02 |
| 01 - Mar | | Dump & Return W.O# 2216865<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 01 - Mar | | C & D | $46.10 | L0-226116 | 3.77TN | $173.80 |
| 15 - Mar | | Dump & Return W.O# 2223360<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 15 - Mar | | C & D | $46.10 | L0-227429 | 6.22TN | $286.74 |

LR0407232-006462-006544

5500 Pearl St Ste 300
Rosemont IL 60018-5303
Phone: 773-685-8811
www.LRSrecycles.com

# INVOICE

| | |
|---|---|
| Invoice No | 0005282042 |
| Page No | 4 of 7 |
| Invoice Date | Mar-31-23 |
| Customer No | 51382.1 |
| Site No | 1 |
| Reference | |

**VILLAGE OF MAYWOOD - CHARGABLE EVENTS**
**40 MADISON ST**
**MAYWOOD, IL 60153**

| | |
|---|---|
| Balance forward : | $0.00 |
| Payments : | $0.00 |
| Adjustments : | $0.00 |
| Invoices : | $0.00 |

| Date | Codes | Description | | Reference | Quantity | Amount |
|---|---|---|---|---|---|---|
| 18 - Mar | | Dump & Return W.O# 2225731<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 18 - Mar | | C & D | $46.10 | L0-227778 | 4.74TN | $218.51 |
| 24 - Mar | | Dump & Return W.O# 2228511<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 24 - Mar | | C & D | $46.10 | L0-228351 | 11.71TN | $539.83 |
| 28 - Mar | | Dump & Return W.O# 2230270<br>Dump & Return | $450.00 | JOHN 708-491-8842 | 1.00 | $450.00 |
| 28 - Mar | | C & D | $46.10 | L0-228647 | 9.85TN | $454.09 |
| 30 - Mar | | Dump & Return W.O# 2231842<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 30 - Mar | | C & D<br>Serv #007 Roll Off 20.00 | $46.10 | L0-228945 | 3.52TN | $162.27 |
| 01 - Mar | | Dump & Return W.O# 2216866<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 01 - Mar | | C & D | $46.10 | L0-226119 | 5.01TN | $230.96 |
| 15 - Mar | | Dump & Return W.O# 2223361<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 15 - Mar | | C & D | $46.10 | L0-227425 | 7.11TN | $327.77 |
| 18 - Mar | | Dump & Return W.O# 2225733<br>Dump & Return | $450.00 | | 1.00 | $450.00 |

LR0407232-006462-006545

5500 Pearl St Ste 300
Rosemont IL 60018-5303
Phone: 773-685-8811
www.LRSrecycles.com

# INVOICE

| | |
|---|---|
| Invoice No | 0005282042 |
| Page No | 5 of 7 |
| Invoice Date | Mar-31-23 |
| Customer No | 51382.1 |
| Site No | 1 |
| Reference | |

**VILLAGE OF MAYWOOD - CHARGABLE EVENTS**
**40 MADISON ST**
**MAYWOOD, IL 60153**

| | |
|---|---|
| Balance forward : | $0.00 |
| Payments : | $0.00 |
| Adjustments : | $0.00 |
| Invoices : | $0.00 |

| Date | Codes | Description | | Reference | Quantity | Amount |
|---|---|---|---|---|---|---|
| 18 - Mar | | C & D | $46.10 | L0-227781 | 8.59TN | $396.00 |
| 24 - Mar | | Dump & Return W.O# 2228512<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 24 - Mar | | C & D | $46.10 | L0-228352 | 1.81TN | $83.44 |
| 28 - Mar | | Dump & Return W.O# 2230272<br>Dump & Return | $450.00 | JOHN 708-491-8842 | 1.00 | $450.00 |
| 28 - Mar | | C & D | $46.10 | L0-228644 | 7.22TN | $332.84 |
| 30 - Mar | | Dump & Return W.O# 2231843<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 30 - Mar | | C & D<br>Serv #008 Roll Off 20.00 | $46.10 | L0-228937 | 5.47TN | $252.17 |
| 01 - Mar | | Switch W.O# 2216867<br>Switch | $450.00 | | 1.00 | $450.00 |
| 01 - Mar | | C & D | $46.10 | L0-226150 | 3.28TN | $151.21 |
| 15 - Mar | | Dump & Return W.O# 2223362<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 15 - Mar | | C & D | $46.10 | L0-227421 | 0.32TN | $14.75 |
| 18 - Mar | | Dump & Return W.O# 2225734<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 24 - Mar | | Dump & Return W.O# 2228513<br>Dump & Return | $450.00 | | 1.00 | $450.00 |

L60407232-006462-006546

5500 Pearl St Ste 300
Rosemont IL 60018-5303
Phone: 773-685-8811
www.LRSrecycles.com

# INVOICE

| | |
|---|---|
| Invoice No | 0005282042 |
| Page No | 6 of 7 |
| Invoice Date | Mar-31-23 |
| Customer No | 51382.1 |
| Site No | 1 |
| Reference | |

**VILLAGE OF MAYWOOD - CHARGABLE EVENTS**
**40 MADISON ST**
**MAYWOOD, IL 60153**

| | |
|---|---|
| Balance forward : | $0.00 |
| Payments : | $0.00 |
| Adjustments : | $0.00 |
| Invoices : | $0.00 |

| Date | Codes | Description | | Reference | Quantity | Amount |
|---|---|---|---|---|---|---|
| 24 - Mar | | C & D | $46.10 | L0-228356 | 5.50TN | $253.55 |
| 28 - Mar | | Dump & Return W.O# 2230274<br>Dump & Return | $450.00 | JOHN 708-491-8842 | 1.00 | $450.00 |
| 28 - Mar | | C & D | $46.10 | L0-222642 | 7.22TN | $332.84 |
| 30 - Mar | | Dump & Return W.O# 2231844<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 30 - Mar | | C & D<br>Serv #009 Roll Off 20.00 | $46.10 | L0-228931 | 6.18TN | $284.90 |
| 01 - Mar | | Switch W.O# 2216868<br>Switch | $450.00 | | 1.00 | $450.00 |
| 01 - Mar | | C & D | $46.10 | L0-226164 | 12.25TN | $564.73 |
| 15 - Mar | | Dump & Return W.O# 2223363<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 15 - Mar | | C & D | $46.10 | L0-227416 | 2.15TN | $99.12 |
| 18 - Mar | | Dump & Return W.O# 2225736<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 18 - Mar | | C & D | $46.10 | L0-2277789 | 0.21TN | $9.68 |
| 24 - Mar | | Dump & Return W.O# 2228514<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 24 - Mar | | C & D | $46.10 | L0-228359 | 6.34TN | $292.27 |

LR0407232-006462-006547

5500 Pearl St Ste 300
Rosemont IL 60018-5303
Phone: 773-685-8811
www.LRSrecycles.com

# INVOICE

| | |
|---|---|
| Invoice No | 0005282042 |
| Page No | 7 of 7 |
| Invoice Date | Mar-31-23 |
| Customer No | 51382.1 |
| Site No | 1 |
| Reference | |

**VILLAGE OF MAYWOOD - CHARGABLE EVENTS**
**40 MADISON ST**
**MAYWOOD, IL 60153**

| | |
|---|---|
| Balance forward : | $0.00 |
| Payments : | $0.00 |
| Adjustments : | $0.00 |
| Invoices : | $0.00 |

| Date | Codes | Description | | Reference | Quantity | Amount |
|---|---|---|---|---|---|---|
| 28 - Mar | | Dump & Return W.O# 2230275<br>Dump & Return | $450.00 | JOHN 708-491-8842 | 1.00 | $450.00 |
| 28 - Mar | | C & D | $46.10 | L0-228641 | 5.19TN | $239.26 |
| 30 - Mar | | Dump & Return W.O# 2231845<br>Dump & Return | $450.00 | | 1.00 | $450.00 |
| 30 - Mar | | C & D | $46.10 | L0-228921 | 5.95TN | $274.30 |
| | | | | | Site Total: | $27,687.51 |

Recommended To Be Paid $27,687.51
Dept.Head: Jmob
Expense Acct: 01-50-52400
Date: 4/21/23 PO #

| Current | 31-60 Days | 61-90 Days | Over 91 Days | Invoice Total | Balance Due |
|---|---|---|---|---|---|
| $27,687.51 | $12,934.45 | $7,999.25 | $0.00 | $27,687.51 | **$48,621.21** |

*Please detach coupon and remit with payment*

REMIT
**NEW PAYMENT ADDRESS**
**LRS**
**PO BOX 554884**
**Detroit, MI 48255-4884**

Payment due upon receipt of this invoice. 1.5% per month (18% per annum) late charges on balances over 30 days from date of invoice. Payments received after invoice date are not reflected. To ensure proper credit, please include your account number on your check and include the bottom portion of this invoice. When making payment on multiple accounts, please include the account numbers and the amounts of payment. We reserve the right to suspend service without notice on any past due account.

Pay your bill online at www.LRSrecycles.com
Online payments are applied instantly and saves you postage costs.

**VILLAGE OF MAYWOOD - CHARGABLE EVENTS**
**40 MADISON ST**
**MAYWOOD, IL 60153**

| | |
|---|---|
| Invoice No | 0005282042 |
| Page No | 7 of 7 |
| Invoice Date | Mar-31-23 |
| Customer No | 51382.1 |
| Site No | 1 |
| Reference | |



00554884010051382000100000052820420002768751 4

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager JK

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, LRS

SPECIFIC ACTION REQUESTED: Payment approval of the invoices for waste disposal and garbage pickup services.

| Invoice | Date | Amount | Description |
|---|---|---|---|
| MW897 | 03/15/2023 | $6,282.54 | Waste Disposal Service |

RECOMMENDATION: It is recommendation that the total payments of $6,282.54 be approved for payment. The expense account to be charged: 41-55-57400.

LRS - Maywood
1201 Greenwood Ave
Maywood, IL 60153
Phone : 773-733-7729
Email: MyDisposal@LRSrecycles.com

# INVOICE

| | |
|---|---|
| INVOICE NO. | MW897 |
| PAGE | 1 of 6 |
| DATE | 03/15/23 |
| CUSTOMER NO. | 1051 |

VILLAGE OF MAYWOOD
40 MADISON ST
JOHN WEST-PUBLIC WORKS DIR
MAYWOOD, IL 60153

| DATE | CODE | DESCRIPTION | REFERENCE | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|---|
| 03/01/23 | WA | Waste<br>Reference: trk 253 | MW-25689 | 0.48 TN | $46.10 | $46.10 |
| 03/01/23 | WA | Waste<br>Reference: 235 | MW-25707 | 0.52 TN | $46.10 | $46.10 |
| 03/01/23 | WA | Waste<br>Reference: trk 235 | MW-25713 | 1.77 TN | $46.10 | $81.60 |
| 03/01/23 | WA | Waste<br>Reference: trk232 | MW-25723 | 0.31 TN | $46.10 | $46.10 |
| 03/01/23 | WA | Waste<br>Reference: trk 253 | MW-25724 | 0.43 TN | $46.10 | $46.10 |
| 03/01/23 | WA | Waste<br>Reference: 253 | MW-25738 | 1.76 TN | $46.10 | $81.14 |
| 03/02/23 | WA | Waste<br>Reference: 236 | MW-25805 | 0.31 TN | $46.10 | $46.10 |
| 03/02/23 | WA | Waste<br>Reference: trk 232 | MW-25808 | 0.15 TN | $46.10 | $46.10 |
| 03/02/23 | WA | Waste<br>Reference: trk253 | MW-25812 | 2.15 TN | $46.10 | $99.12 |
| 03/03/23 | WA | Waste | MW-25861 | 0.39 TN | $46.10 | $46.10 |
| 03/04/23 | WA | Waste | MW-25878 | 0.12 TN | $46.10 | $46.10 |
| 03/04/23 | WA | Waste<br>Reference: trk 253 | MW-25882 | 0.07 TN | $46.10 | $46.10 |
| 03/06/23 | WA | Waste | MW-25908 | 0.07 TN | $46.10 | $46.10 |
| 03/06/23 | WA | Waste<br>Reference: trk232 | MW-25934 | 0.11 TN | $46.10 | $46.10 |
| 03/07/23 | WA | Waste<br>Reference: trk 253 | MW-25997 | 0.20 TN | $46.10 | $46.10 |
| 03/07/23 | WA | Waste<br>Reference: trk 231 | MW-25998 | 0.19 TN | $46.10 | $46.10 |

$6,282.54

RECOMMENDED TO BE PAID
DATE: 6/07/23
DEPT HEAD:
EXPENSE ACCT: 101-50-52400
PO# _____

LRS - Maywood
1201 Greenwood Ave
Maywood, IL 60153
Phone : 773-733-7729
Email: MyDisposal@LRSrecycles.com

# INVOICE

| | |
|---|---|
| INVOICE NO. | MW897 |
| PAGE | 2 of 6 |
| DATE | 03/15/23 |
| CUSTOMER NO. | 1051 |

VILLAGE OF MAYWOOD
40 MADISON ST
JOHN WEST-PUBLIC WORKS DIR
MAYWOOD, IL 60153

| DATE | CODE | DESCRIPTION | REFERENCE | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|---|
| 03/07/23 | WA | Waste<br>Reference: trk 253 | MW-26006 | 3.64 TN | $46.10 | $167.80 |
| 03/07/23 | WA | Waste<br>Reference: trk 235 | MW-26007 | 0.09 TN | $46.10 | $46.10 |
| 03/07/23 | WA | Waste<br>Reference: trk 253 | MW-26008 | 3.11 TN | $46.10 | $143.37 |
| 03/07/23 | WA | Waste<br>Reference: trk 231 | MW-26009 | 0.61 TN | $46.10 | $46.10 |
| 03/07/23 | WA | Waste<br>Reference: trk 253 | MW-26011 | 4.45 TN | $46.10 | $205.15 |
| 03/07/23 | WA | Waste<br>Reference: trk 231 | MW-26012 | 1.37 TN | $46.10 | $63.16 |
| 03/07/23 | WA | Waste<br>Reference: trk 253 | MW-26018 | 1.70 TN | $46.10 | $78.37 |
| 03/07/23 | WA | Waste<br>Reference: trk 231 | MW-26019 | 1.52 TN | $46.10 | $70.07 |
| 03/07/23 | WA | Waste<br>Reference: 253 | MW-26022 | 2.16 TN | $46.10 | $99.58 |
| 03/07/23 | WA | Waste<br>Reference: 231 | MW-26024 | 0.59 TN | $46.10 | $46.10 |
| 03/07/23 | WA | Waste<br>Reference: 253 | MW-26025 | 2.05 TN | $46.10 | $94.51 |
| 03/07/23 | WA | Waste<br>Reference: 232 | MW-26026 | 0.12 TN | $46.10 | $46.10 |
| 03/08/23 | WA | Waste<br>Reference: trk 236 | MW-26056 | 0.41 TN | $46.10 | $46.10 |
| 03/08/23 | WA | Waste<br>Reference: trk 235 | MW-26063 | 0.09 TN | $46.10 | $46.10 |
| 03/08/23 | WA | Waste | MW-26064 | 0.42 TN | $46.10 | $46.10 |

LRS - Maywood
1201 Greenwood Ave
Maywood, IL 60153
Phone : 773-733-7729
Email: MyDisposal@LRSrecycles.com

# INVOICE

| | |
|---|---|
| INVOICE NO. | MW897 |
| PAGE | 3 of 6 |
| DATE | 03/15/23 |
| CUSTOMER NO. | 1051 |

VILLAGE OF MAYWOOD
40 MADISON ST
JOHN WEST-PUBLIC WORKS DIR
MAYWOOD, IL 60153

| DATE | CODE | DESCRIPTION | REFERENCE | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|---|
| | | Reference: 236 | | | | |
| 03/08/23 | WA | Waste<br>Reference: 253 | MW-26065 | 1.91 TN | $46.10 | $88.05 |
| 03/08/23 | WA | Waste<br>Reference: trk 253 | MW-26076 | 0.81 TN | $46.10 | $46.10 |
| 03/08/23 | WA | Waste<br>Reference: 236 | MW-26078 | 0.17 TN | $46.10 | $46.10 |
| 03/08/23 | WA | Waste<br>Reference: trk 232 | MW-26086 | 0.12 TN | $46.10 | $46.10 |
| 03/09/23 | WA | Waste<br>Reference: trk 235 | MW-26115 | 0.05 TN | $46.10 | $46.10 |
| 03/09/23 | WA | Waste<br>Reference: trk 232 | MW-26138 | 0.08 TN | $46.10 | $46.10 |
| 03/10/23 | WA | Waste<br>Reference: trk 231 | MW-26190 | 0.35 TN | $46.10 | $46.10 |
| 03/10/23 | WA | Waste<br>Reference: trk 232 | MW-26193 | 0.11 TN | $46.10 | $46.10 |
| 03/11/23 | WA | Waste<br>Reference: 236 | MW-26207 | 0.02 TN | $46.10 | $46.10 |
| 03/11/23 | WA | Waste | MW-26208 | 0.12 TN | $46.10 | $46.10 |
| 03/13/23 | WA | Waste<br>Reference: trk 236 | MW-26239 | 0.13 TN | $46.10 | $46.10 |
| 03/13/23 | WA | Waste<br>Reference: trk 236 | MW-26248 | 0.18 TN | $46.10 | $46.10 |
| 03/13/23 | WA | Waste<br>Reference: trk 232 | MW-26260 | 0.11 TN | $46.10 | $46.10 |
| 03/14/23 | WA | Waste<br>Reference: trk 232 | MW-26320 | 0.10 TN | $46.10 | $46.10 |
| 03/15/23 | WA | Waste | MW-26349 | 1.04 TN | $46.10 | $47.94 |

LRS - Maywood
1201 Greenwood Ave
Maywood, IL 60153
Phone : 773-733-7729
Email: MyDisposal@LRSrecycles.com

# INVOICE

| | |
|---|---|
| INVOICE NO. | MW897 |
| PAGE | 4 of 6 |
| DATE | 03/15/23 |
| CUSTOMER NO. | 1051 |

VILLAGE OF MAYWOOD
40 MADISON ST
JOHN WEST-PUBLIC WORKS DIR
MAYWOOD, IL 60153

| DATE | CODE | DESCRIPTION | REFERENCE | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|---|
| | | Reference: trk 253 | | | | |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26350 | 2.67 TN | $46.10 | $123.09 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26353 | 2.41 TN | $46.10 | $111.10 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26358 | 1.22 TN | $46.10 | $56.24 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26361 | 2.47 TN | $46.10 | $113.87 |
| 03/15/23 | WA | Waste<br>Reference: trl 253 | MW-26362 | 2.42 TN | $46.10 | $111.56 |
| 03/15/23 | WA | Waste<br>Reference: trk253 | MW-26368 | 3.54 TN | $46.10 | $163.19 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26377 | 2.99 TN | $46.10 | $137.84 |
| 03/15/23 | WA | Waste<br>Reference: trk 232 | MW-26380 | 0.04 TN | $46.10 | $46.10 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26381 | 1.26 TN | $46.10 | $58.09 |
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26387 | 0.60 TN | $46.10 | $46.10 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26388 | 2.33 TN | $46.10 | $107.41 |
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26391 | 0.43 TN | $46.10 | $46.10 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26392 | 0.88 TN | $46.10 | $46.10 |
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26396 | 0.69 TN | $46.10 | $46.10 |

LRS - Maywood
1201 Greenwood Ave
Maywood, IL 60153
Phone : 773-733-7729
Email: MyDisposal@LRSrecycles.com

# INVOICE

| | |
|---|---|
| INVOICE NO. | MW897 |
| PAGE | 5 of 6 |
| DATE | 03/15/23 |
| CUSTOMER NO. | 1051 |

VILLAGE OF MAYWOOD
40 MADISON ST
JOHN WEST-PUBLIC WORKS DIR
MAYWOOD, IL 60153

| DATE | CODE | DESCRIPTION | REFERENCE | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|---|
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26398 | 1.07 TN | $46.10 | $49.33 |
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26400 | 1.14 TN | $46.10 | $52.55 |
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26401 | 0.93 TN | $46.10 | $46.10 |
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26403 | 0.36 TN | $46.10 | $46.10 |
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26406 | 1.20 TN | $46.10 | $55.32 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26408 | 2.37 TN | $46.10 | $109.26 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26412 | 1.40 TN | $46.10 | $64.54 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26413 | 1.12 TN | $46.10 | $51.63 |
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26417 | 0.65 TN | $46.10 | $46.10 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26418 | 1.97 TN | $46.10 | $90.82 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26422 | 1.97 TN | $46.10 | $90.82 |
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26423 | 1.39 TN | $46.10 | $64.08 |
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26424 | 1.31 TN | $46.10 | $60.39 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26428 | 2.69 TN | $46.10 | $124.01 |
| 03/15/23 | WA | Waste | MW-26430 | 0.11 TN | $46.10 | $46.10 |

LRS - Maywood
1201 Greenwood Ave
Maywood, IL 60153
Phone : 773-733-7729
Email: MyDisposal@LRSrecycles.com

# INVOICE

| | |
|---|---|
| INVOICE NO. | MW897 |
| PAGE | 6 of 6 |
| DATE | 03/15/23 |
| CUSTOMER NO. | 1051 |

VILLAGE OF MAYWOOD
40 MADISON ST
JOHN WEST-PUBLIC WORKS DIR
MAYWOOD, IL 60153

| DATE | CODE | DESCRIPTION | REFERENCE | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|---|
| | | Reference: trk 232 | | | | |
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26431 | 1.18 TN | $46.10 | $54.40 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26432 | 2.66 TN | $46.10 | $122.63 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26435 | 3.77 TN | $46.10 | $173.80 |
| 03/15/23 | WA | Waste<br>Reference: trl 231 | MW-26436 | 1.88 TN | $46.10 | $86.67 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26437 | 4.07 TN | $46.10 | $187.63 |
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26438 | 1.68 TN | $46.10 | $77.45 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26439 | 3.02 TN | $46.10 | $139.22 |
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26440 | 1.53 TN | $46.10 | $70.53 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26441 | 3.60 TN | $46.10 | $165.96 |
| 03/15/23 | WA | Waste<br>Reference: trk 231 | MW-26442 | 1.91 TN | $46.10 | $88.05 |
| 03/15/23 | WA | Waste<br>Reference: trk 253 | MW-26445 | 1.41 TN | $46.10 | $65.00 |

| 0 - 30 Days | 31 - 60 DAYS | 61 - 90 DAYS | OVER 90 DAYS | INVOICE TOTAL |
|---|---|---|---|---|
| $ 7,573.34 | $ 2,160.71 | $ 0.00 | $ 7,963.32 | $ 6,282.54 |

If paying by check please include your account numbers that you are paying on your check and include the bottom portion of this invoice.
Pay Online at https://www.lrsrecycles.com/pay-bill/
Account is subject to service interruption and a 1.5% per month late charge if payment is not received in accordance with payment terms.

REMIT TO:

LRS
5500 Pearl Street Suite 300
Rosemont, IL 60018-5303

| | |
|---|---|
| INVOICE NO. | MW897 |
| PAGE | 6 of 6 |
| DATE | 03/15/23 |
| CUSTOMER NO. | 1051 |

VILLAGE OF MAYWOOD
40 MADISON ST
JOHN WEST-PUBLIC WORKS DIR
MAYWOOD, IL 60153

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, Maywood Public Library

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice dated 05/25/2023 for Personal Property Tax Replacement for May 2023.

RECOMMENDATION: It is recommendation that the total payments of $35,550.90 be approved for payment. The expense account to be charged: 01-14-61850.

Maywood Public Library District
121 S. 5th Avenue
Maywood, IL 60153
(708) 343-1847
www.maywoodlibrary.org

Lanya Satchell
40 Madison Street
Maywood, IL 60153

May 25, 2023

Dear Ms. Satchell,

This is a request for payment for the Maywood Public Library District's share of personal property replacement taxes that the Village of Maywood received for May 2023.

| Month | Village Payment | Percentage | MPLD Share |
|---|---|---|---|
| May 2023 | $ 451,325.44 | 0.07877 | $ 35,550.90 |

If you have any questions, I can be reached by phone at (708) 343-1847, ext. 28 or by email at lshell@maywoodlibrary.org.

Sincerely,

**Leighton Shell, Library Director**
**Maywood Public Library District**

cc. James Krischke, Village of Maywood, Village Manager
cc. Tanika Skipper, Village of Maywood, Accounts Payable Administrator
cc. Shakeesta Williams, Maywood Public Library District Board President

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, National Trench Safety

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #10050845 dated 03/23/2023 for trench box, end panel and support legs.

RECOMMENDATION: It is recommendation that the total payments of $15,776.50 be approved for payment. The expense account to be charged: 41-52-87000.

NATIONAL TRENCH SAFETY

Chicago
249 West Lake St.
Elmhurst IL 60126
United States

Dispatch Inquiry 630-832-8068

Billing Inquiry (832) 200-0988

**Sales Order Invoice**

**Invoice Number: 10050845**

**Date: 3/23/2023**

Village of Maywood
40 Madison St
Maywood IL 60153
United States

| | |
|---|---|
| Project Name: VILLAGE OF MAYWOOD-TRAVIS | Job#: BA1102023 |
| | PO Number: BA1102023 |
| Ordered By: JOHN WEST | JS Contact: JOHN WEST |
| Phone: 708-450-4482 | Job Site Phone: |
| Job Site Location:<br>40 MADISON ST.<br>MAYWOOD IL 60153 | Phone: (708) 450-6316<br>Cust ID: N020028217 |

Sales Person: Robert Maldonado robertmaldanado@ntsafety.com

Delivery Notes:

CONTACT: TRAVIS 708-670-0144

TRENCH BOX PURCHASE - DELIVERED 2/10/23

Sales Order Number: SO00003505

| Qty | Item Description | Rate Each | Rate Ext |
|---|---|---|---|
| 3 | 4x7 ULSHR Aluminum Trench Box | $3,850.50 | $11,551.50 |
| 1 | 4x5 ULSHR Aluminum End Panel | $1,300.00 | $1,300.00 |
| 1 | 24" Extension ULSHR Support Legs | $375.00 | $375.00 |
| 12 | 54" ULSHR Aluminum Spreader | $100.00 | $1,200.00 |
| 2 | ULSHR Stacking Post | $125.00 | $250.00 |
| 1 | ULSHR Lifting Sling LS-48 | $250.00 | $250.00 |
| 1 | Freight | $850.00 | $850.00 |

$15,776.50

RECOMMENDED TO BE PAID
DATE: 6/6/23
DEPT HEAD:
EXPENSE ACCT: 41-52-87000
PO#

TERMS: C.O.D. Accounts, Deposit Estimate Due Upon Delivery. Credit Accounts are due and payable net 30 days from invoice date. This invoice is subject to additional terms and conditions printed on the reverse side hereof, limiting the seller's warranty, obligations and excluding liability for consequential damages.

Please Remit Payment to:
National Trench Safety
PO Box 650396
Dallas, TX 75265-0396

| | |
|---|---|
| Sales: | $15,776.50 |
| Freight: | $0.00 |
| Discount: | $0.00 |
| Tax: | $0.00 |
| Total: | 15,776.50 |

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, Wex Bank/Fleet Services

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for retail fuel purchases for the Village of Maywood.

| Invoice | Date | Amount |
|---|---|---|
| 88872546 | 04/30/2023 | $17,703.21 *this invoice has been paid. |
| 88209446 | 05/31/2023 | $27,543.34 *this invoice has been paid. |

RECOMMENDATION: It is recommendation that the total payments of $45,246.55 be approved for payment. The expense account to be charged: Various Departments.

# Invoice Statement

INVOICE NUMBER: 88872546
ACCOUNT NAME: VILLAGE OF MAYWOOD (04)



| ACCOUNT NUMBER | CREDIT LIMIT | DAYS THIS PERIOD | BILL CLOSING DATE | PAYMENT DUE DATE | AMOUNT DUE |
|---|---|---|---|---|---|
| 0496-00-653291-5 | 54800.00 | 30 | APR-30-2023 | MAY-22-2023 | 36046.81 |

| DATE | ACTIVITY DESCRIPTION | CHARGES / DEBITS | PAYMENTS / CREDITS |
|---|---|---|---|
| APR-28-2023 | Fuel Purchases | 17464.22 | |
| APR-28-2023 | Other Purchases | 32.99 | |
| APR-28-2023 | Other Adjustments this Period | 206.00 | |

The Finance Charge is determined by applying a periodic rate of 0%

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT.

| CURRENT PERIOD | ONE BILLING PERIOD PAST DUE | TWO BILLING PERIODS PAST DUE | THREE+ BILLING PERIODS PAST DUE | TOTAL DUE |
|---|---|---|---|---|
| 17703.21 | 18343.60 | 0.00 | 0.00 | 36046.81 |

| PREVIOUS BALANCE | (-)PAYMENTS | (+)ACTIVITY THIS PERIOD | (-)SAVINGS THIS PERIOD | (=)NEW BALANCE |
|---|---|---|---|---|
| 18343.60 | 0.00 | 17703.21 | 0.00 | 36046.81 |

CALL CUSTOMER SERVICE TO PAY BY PHONE
FEDERAL TAX ID: 841425616

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.
TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

## WEX Fleet Universal

| | |
|---|---|
| ACCOUNT NAME | VILLAGE OF MAYWOOD |
| ACCOUNT NUMBER | 0496-00-653291-5 |
| INVOICE NUMBER | 88872546 |
| BILL CLOSING DATE | APR-30-2023 |
| AMOUNT DUE | 36046.81 |
| AMOUNT ENCLOSED | |
| PAYMENT DUE DATE | MAY-22-2023 |

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

**P.O. Box 639**
**Portland, ME 04104-0639**

Make check payable to: WEX BANK
To avoid processing delays, remit all payments to:

**TANIKA SKIPPER**
**VILLAGE OF MAYWOOD (04)**
**40 MADISON ST**
**MAYWOOD, IL 60153-2323**

**WEX BANK**
**P.O. BOX 4337**
**CAROL STREAM IL 60197-4337**



04960065329150000003604681 230522

# Invoice Statement

INVOICE NUMBER: 89525565
ACCOUNT NAME: VILLAGE OF MAYWOOD (04)



| ACCOUNT NUMBER | CREDIT LIMIT | DAYS THIS PERIOD | BILL CLOSING DATE | PAYMENT DUE DATE | AMOUNT DUE |
|---|---|---|---|---|---|
| 0496-00-653291-5 | 54800.00 | 31 | MAY-31-2023 | JUN-22-2023 | 27543.34 |

| DATE | ACTIVITY DESCRIPTION | CHARGES / DEBITS | PAYMENTS / CREDITS |
|---|---|---|---|
| MAY-03-2023 | Payment - Thank You | | 18343.60 |
| MAY-29-2023 | Payment - Thank You | | 17703.21 |
| MAY-31-2023 | Fuel Purchases | 27310.00 | |
| MAY-31-2023 | Other Purchases | 3.84 | |
| MAY-31-2023 | Other Adjustments this Period | 229.50 | |
| | The Finance Charge is determined by applying a periodic rate of 0% | | |

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT.

| PREVIOUS BALANCE | (-)PAYMENTS | (+)ACTIVITY THIS PERIOD | (-)SAVINGS THIS PERIOD | (=)NEW BALANCE |
|---|---|---|---|---|
| 36046.81 | 36046.81 | 27543.34 | 0.00 | 27543.34 |

CALL CUSTOMER SERVICE TO PAY BY PHONE
FEDERAL TAX ID: 841425616

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.
TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

**WEX Fleet Universal**

**P.O. Box 639**
**Portland, ME 04104-0639**

| | |
|---|---|
| ACCOUNT NAME | VILLAGE OF MAYWOOD |
| ACCOUNT NUMBER | 0496-00-653291-5 |
| INVOICE NUMBER | 89525565 |
| BILL CLOSING DATE | MAY-31-2023 |
| AMOUNT DUE | 27543.34 |
| AMOUNT ENCLOSED | |
| PAYMENT DUE DATE | JUN-22-2023 |

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

Make check payable to: WEX BANK
To avoid processing delays, remit all payments to:

**TANIKA SKIPPER**
**VILLAGE OF MAYWOOD (04)**
**40 MADISON ST**
**MAYWOOD, IL 60153-2323**

**WEX BANK**
**P.O. BOX 4337**
**CAROL STREAM IL 60197-4337**



0496006532915000000275433 4 230622

# Village of Maywood
## Interdepartmental Memorandum

**TO:** Village Mayor and Board of Trustees

**FROM:** James Krischke, Acting Village Manager JK

**DATE:** June 14, 2023

**SUBJECT:** Payment Approval, Village of Melrose Park

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for water services provided 01/20/2023 to 02/19/2023 from the Village of Melrose Park.

| Account | Date | Amount |
|---|---|---|
| 422000-001 | 03/20/2023-04/19/2023 | $23,165.17 |
| 422001-001 | 03/20/2023-04/19/2023 | $17,900.61 |
| 422000-001 | 04/20/2023-05/19/2023 | $23,170.70 |
| 422001-001 | 04/20/2023-05/19/2023 | $23,684.99 |

RECOMMENDATION: It is recommendation that the total payments of $87,921.47 be approved for payment. The expense account to be charged: 41-55-57301.

Village of Melrose Park

P.O. Box 1506 • Melrose Park, IL 60161-1506
708-343-4000, Ext. 4435 • FAX 708-343-8015

Ronald M. Serpico
Mayor

| ACCOUNT MNUMBER | SERVICE DATES |
|---|---|
| 422001-001 | 04/20/2023 |
| JSE OF MAIN W | 05/19/2023 |

RETAIN THIS STUB FOR YOUR RECORDS

| CURRENT READ | CONSUMPTION | |
|---|---|---|
| 591,570 | 42,830 | |
| Previous Balance | | 71,382.32 |
| Penalties | | 131.07 |
| Adjustments | | 0.00 |
| Payments Received | | (58,275.14) |
| Balance at Billing | | 13,238.25 |
| WATER | | 23,684.99 |
| Total Due | | 36,923.24 |

Pay water bills online at www.melrosepark.org

Village of Melrose Park

P.O. Box 1506 • Melrose Park, IL 60161-1506
708-343-4000, Ext. 4435 • FAX 708-343-8015

PLEASE RETURN THIS STUB WITH PAYMENT

| ACCOUNT # | AMOUNT DUE |
|---|---|
| 422001-001 | 36,923.24 |
| DUE DATE | AFTER DUE DATE |
| 06/30/2023 | 37,160.09 |

06/30/2023 37,160.09

VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153

Village of Melrose Park

P.O. Box 1506 • Melrose Park, IL 60161-1506
708-343-4000, Ext. 4435 • FAX 708-343-8015

Ronald M. Serpico
Mayor

| ACCOUNT MNUMBER | SERVICE DATES |
|---|---|
| 422000-001 | 04/20/2023 |
| JSE OF MAIN E | 05/19/2023 |

RETAIN THIS STUB FOR YOUR RECORDS

| CURRENT READ | CONSUMPTION | |
|---|---|---|
| 455,320 | 41,900 | |
| Previous Balance | | 44,294.36 |
| Penalties | | 0.00 |
| Adjustments | | 0.00 |
| Payments Received | | (51,334.99) |
| Balance at Billing | | (7,040.63) |
| WATER | | 23,170.70 |
| Total Due | | 16,130.07 |

Pay water bills online at www.melrosepark.org

Village of Melrose Park

P.O. Box 1506 • Melrose Park, IL 60161-1506
708-343-4000, Ext. 4435 • FAX 708-343-8015

PLEASE RETURN THIS STUB WITH PAYMENT

| ACCOUNT # | AMOUNT DUE |
|---|---|
| 422000-001 | 16,130.07 |
| DUE DATE | AFTER DUE DATE |
| 06/30/2023 | 16,291.37 |

06/30/2023 16,291.37

VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153

# Village of Melrose Park

P.O. Box 1506 • Melrose Park, IL 60161-1506

| ACCOUNT NUMBER | SERVICE DATES |
|---|---|
| 422001-001 | 3/20/2023 |
| USE OF MAIN W | 4/19/2023 |

RETAIN THIS STUB FOR YOUR RECORDS

| CURRENT READ | CONSUMPTION |
|---|---|
| 548,740 | 32370 |

| | |
|---|---|
| Previous Balance | 53,143.33 |
| Penalties | 338.38 |
| Adjustments | 0.00 |
| Payments Received | 0.00 |
| Balance at Billing | 53,481.71 |
| WATER | 17,900.61 |
| Total Due | 71,382.32 |

MELROSE PARK ILLINOIS

FIRST CLASS MAIL
U.S. POSTAGE
PAID
PERMIT NO. 231

Village of Melrose Park

Ronald M. Serpico
Mayor

P.O. Box 1506 • Melrose Park, IL 60161-1506
708-343-4000, Ext. 4435 • FAX 708-343-8015

PLEASE RETURN THIS STUB WITH PAYMENT

| ACCOUNT # | AMOUNT DUE |
|---|---|
| 422001-001 | 71,382.32 |
| | AFTER DUE DATE |
| 5/31/2023 | 71,561.33 |

REGISTER ACCOUNT WWW.MELROSEPARK.ORG

VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153

Pay water bills online at www.melrosepark.org

# Village of Melrose Park

P.O. Box 1506 • Melrose Park, IL 60161-1506

| ACCOUNT NUMBER | SERVICE DATES |
|---|---|
| 422000-001 | 3/20/2023 |
| USE OF MAIN E | 4/19/2023 |

RETAIN THIS STUB FOR YOUR RECORDS

| CURRENT READ | CONSUMPTION |
|---|---|
| 413,420 | 41890 |

| | |
|---|---|
| Previous Balance | 20,919.99 |
| Penalties | 209.20 |
| Adjustments | 0.00 |
| Payments Received | 0.00 |
| Balance at Billing | 21,129.19 |
| WATER | 23,165.17 |
| Total Due | 44,294.36 |

MELROSE PARK ILLINOIS

FIRST CLASS MAIL
U.S. POSTAGE
PAID
PERMIT NO. 231

Village of Melrose Park

Ronald M. Serpico
Mayor

P.O. Box 1506 • Melrose Park, IL 60161-1506
708-343-4000, Ext. 4435 • FAX 708-343-8015

PLEASE RETURN THIS STUB WITH PAYMENT

| ACCOUNT # | AMOUNT DUE |
|---|---|
| 422000-001 | 44,294.36 |
| | AFTER DUE DATE |
| 5/31/2023 | 44,526.01 |

REGISTER ACCOUNT WWW.MELROSEPARK.ORG

VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153

Pay water bills online at www.melrosepark.org

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| 109447 | A-1 Cutting Edge Landscaping | LANDSCAPING - 1900 S. 5TH AVE. | CODE ENFORCEMENT | 35.00 |
| 109447 | A-1 Cutting Edge Landscaping | LANDSCAPING - 1201 S. 5TH AVE. | CODE ENFORCEMENT | 35.00 |
| 109447 | A-1 Cutting Edge Landscaping | LANDSCAPING - 8 & LAKE | CODE ENFORCEMENT | 35.00 |
| 109447 | A-1 Cutting Edge Landscaping | CLEANED & REPAIR BUSTED PIPES - 500 S | TIF ADMINISTRATION | 600.00 |
| Total 109447: | | | | 705.00 |
| 109448 | ACCOUNTEMPS | SERVICE WEEK 2/17 *G.BRINCKMAN | FINANCE | 1,132.16 |
| 109448 | ACCOUNTEMPS | SERVICE WEEK 3/10 *M.MIDDLETON | FINANCE | 1,698.24 |
| 109448 | ACCOUNTEMPS | SERVICE WEEK 3/31 *M.MIDDLETON | FINANCE | 1,769.00 |
| Total 109448: | | | | 4,599.40 |
| 109449 | AIR ONE EQUIPMENT | FIR- MASK FLOW TESTING | FIRE | 2,077.00 |
| 109449 | AIR ONE EQUIPMENT | FIR-BREATHING AIR QUALITY TEST (NFPA) | FIRE | 165.00 |
| Total 109449: | | | | 2,242.00 |
| 109450 | ANGELA SMITH | REIMBURSMENT PLAN COMMISSION MEE | COMMUNITY DEVELOPMENT | 376.07 |
| Total 109450: | | | | 376.07 |
| 109451 | Ariel M Byrd | EXPLORER COORDINATOR 3/27-5/05/2023 | | 1,720.00 |
| Total 109451: | | | | 1,720.00 |
| 109452 | Art Crafts Printers, Inc. | FORMS - ADMINISTRATIVE HEARING | CODE ENFORCEMENT | 110.00 |
| Total 109452: | | | | 110.00 |
| 109453 | AT&T | FIN-708Z5300597832 1/17-2/16/2023 | CENTRAL SERVICES | 112.25 |
| 109453 | AT&T | FIN-708Z5300597832 3/17-4/16/2023 | CENTRAL SERVICES | 112.25 |
| Total 109453: | | | | 224.50 |
| 109454 | AT&T | POL-LEA TRACKING NUMBERS | POLICE | 70.00 |
| Total 109454: | | | | 70.00 |
| 109455 | BRANDEN E PETTIGREW | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 280.00 |
| Total 109455: | | | | 280.00 |
| 109456 | BRANDON BROWN | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 330.00 |
| Total 109456: | | | | 330.00 |
| 109457 | BROADVIEW TRUE VALUE HARDWAR | FIR-PHONE CORDS | FIRE | 9.98 |
| Total 109457: | | | | 9.98 |
| 109458 | CAMIC JOHNSON LTD | ADMINISTRATIVE HEARING PROCEEDING | POLICE | 300.00 |
| Total 109458: | | | | 300.00 |
| 109459 | CHASE K WILLIS | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 180.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109459: | | | | 180.00 |
| 109460 | CHEYENNE MODICA | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 400.00 |
| Total 109460: | | | | 400.00 |
| 109461 | CINCERE JORDAN | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 250.00 |
| Total 109461: | | | | 250.00 |
| 109462 | D&K GREENFIELD LLC | T-SHIRTS *EXPLORER PROGRAM | | 450.00 |
| Total 109462: | | | | 450.00 |
| 109463 | DEPT.OF CENTRAL MANAGEMENT SV | POL-COMMUNICATION CHARGES | POLICE | 978.94 |
| Total 109463: | | | | 978.94 |
| 109464 | DESIREE CLAY | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 330.00 |
| Total 109464: | | | | 330.00 |
| 109465 | Domonique Watson | PROGRAM DIRECTOR 4/24-5/25/2023 | | 680.00 |
| Total 109465: | | | | 680.00 |
| 109466 | DRAYDON ABRON | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 430.00 |
| Total 109466: | | | | 430.00 |
| 109467 | Emergency Services Marketing Corp. Inc | IAMRESPONDING 1 YR SUBSCRIPTION | POLICE | 305.00 |
| Total 109467: | | | | 305.00 |
| 109468 | Flex | FSA ACCOUNT | CENTRAL SERVICES | 50.00 |
| Total 109468: | | | | 50.00 |
| 109469 | FOREST PRINTING | POSTAGE FOR NEWSLETTERS | VILLAGE MANAGER | 1,512.83 |
| Total 109469: | | | | 1,512.83 |
| 109470 | GABRIELLE C. REEVES | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 280.00 |
| Total 109470: | | | | 280.00 |
| 109471 | GIANNA GONZALEZ | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 430.00 |
| Total 109471: | | | | 430.00 |
| 109472 | GREAT LAKES CONCRETE LLC | SUPPLIES FOR A SEWER REPAIR PROJEC | WATER & SEWER MAINTENANCE | 1,081.82 |
| Total 109472: | | | | 1,081.82 |
| 109473 | HARRY STRONG III | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 380.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109473: | | | | 380.00 |
| 109474 | INFO MAPLE CONSULTING LLC | DOWN PAYMENT *EQUITABLY CAFFE GRA | VILLAGE MANAGER | 4,500.00 |
| Total 109474: | | | | 4,500.00 |
| 109475 | JADEA ROBINSON | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 240.00 |
| Total 109475: | | | | 240.00 |
| 109476 | JAIDEN WILLIAMS | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 280.00 |
| Total 109476: | | | | 280.00 |
| 109477 | JALIEN HAMPTON | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 240.00 |
| Total 109477: | | | | 240.00 |
| 109478 | JAMES GARRON | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 300.00 |
| Total 109478: | | | | 300.00 |
| 109479 | JAMES L. ELLEXSON | PROFESSIONAL ADMIN DAY | HUMAN RESOURCES | 19.88 |
| Total 109479: | | | | 19.88 |
| 109480 | JASON D PAUL | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 160.00 |
| Total 109480: | | | | 160.00 |
| 109481 | JAYVION DAVIS | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 430.00 |
| Total 109481: | | | | 430.00 |
| 109482 | JOSHUA C THURMAN | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 330.00 |
| Total 109482: | | | | 330.00 |
| 109483 | KAROL HERNANDEZ-MORALES | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 170.00 |
| Total 109483: | | | | 170.00 |
| 109484 | Kendall Silas | HOMELAND SECURITY REIMBURSEMENT | POLICE | 123.17 |
| 109484 | Kendall Silas | REIMBURSEMENT FOR ROCKAUTO | POLICE | 68.92 |
| 109484 | Kendall Silas | HOMELAND SECURITY *PAYROLL 4.29.23 | POLICE | 576.92 |
| Total 109484: | | | | 769.01 |
| 109485 | Kerriea Martin | FLOOD CONTROL PROGRAM | WATER & SEWER MAINTENANCE | 1,750.00 |
| Total 109485: | | | | 1,750.00 |
| 109486 | LEAH BELL | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 400.00 |
| Total 109486: | | | | 400.00 |
| 109487 | MARKEA BELL | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 400.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109487: | | | | 400.00 |
| 109488 | MAYWOOD EXPRESS | PRISONER MEAL FOR APRIL 2023 | POLICE | 262.50 |
| Total 109488: | | | | 262.50 |
| 109489 | Nasir White-Spencer | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 380.00 |
| Total 109489: | | | | 380.00 |
| 109490 | NATHALY VALENZUELA | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 190.00 |
| Total 109490: | | | | 190.00 |
| 109491 | NIGEL MCCLINTON | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 400.00 |
| Total 109491: | | | | 400.00 |
| 109492 | NYLA MCCLINTON | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 330.00 |
| Total 109492: | | | | 330.00 |
| 109493 | Paycor , Inc. | PAYROLL MANAGEMENT SYSTEM | HUMAN RESOURCES | 350.00 |
| 109493 | Paycor , Inc. | PAYROLL MANAGEMENT SYSTEM | HUMAN RESOURCES | 2,425.00 |
| Total 109493: | | | | 2,775.00 |
| 109494 | Phyliss A Brown | EXPLORER COORDINATOR 3/27-5/05/2023 | | 1,720.00 |
| Total 109494: | | | | 1,720.00 |
| 109495 | PUBLIC SAFETY DIRECT, INC. | REIMBURSEMENT FOR PUBLIC SAFETY DI | POLICE | 725.00 |
| 109495 | PUBLIC SAFETY DIRECT, INC. | UNIT 105 FORD EX. REPAIR | POLICE | 500.00 |
| Total 109495: | | | | 1,225.00 |
| 109496 | RAY O'HERRON CO INC | HOMELAND SECURITY UNIFORM PURCHA | POLICE | 293.36 |
| Total 109496: | | | | 293.36 |
| 109497 | RODOLFO REYES | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 200.00 |
| Total 109497: | | | | 200.00 |
| 109498 | SHAMAR LAFLAURA | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 430.00 |
| Total 109498: | | | | 430.00 |
| 109499 | Sheron Stingley | PROGRAM DIRECTOR 4/24-5/5/2023 | | 680.00 |
| Total 109499: | | | | 680.00 |
| 109500 | Soundbytes Auto Spa | MPD CAR WASH | POLICE | 274.00 |
| 109500 | Soundbytes Auto Spa | MPD CAR WASH | POLICE | 88.00 |
| 109500 | Soundbytes Auto Spa | HAND CAR WASH FOR CODE ENFORCEME | CODE ENFORCEMENT | 230.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109500: | | | | 592.00 |
| 109501 | Stephanie Johnson | *PAY ADMINISTRATOR/COORDINATOR 4/24 | | 680.00 |
| Total 109501: | | | | 680.00 |
| 109502 | STEVON SIMS | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 380.00 |
| Total 109502: | | | | 380.00 |
| 109503 | TAYJAH ARMSTRONG | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 430.00 |
| Total 109503: | | | | 430.00 |
| 109504 | THOMPSON ELEVATOR INSPECTION | PERMIT INSPECTION | CODE ENFORCEMENT | 100.00 |
| Total 109504: | | | | 100.00 |
| 109505 | TRI COUNTY BOARD UP | BOARD UP - 1301 S. 9TH AVE. | CODE ENFORCEMENT | 300.00 |
| 109505 | TRI COUNTY BOARD UP | BOARD UP - 1932 S. 23RD AVE | CODE ENFORCEMENT | 210.00 |
| 109505 | TRI COUNTY BOARD UP | BOARD UP - 1602 MADISON | CODE ENFORCEMENT | 480.00 |
| 109505 | TRI COUNTY BOARD UP | BOARD UP - 2106 S. 3RD AVE | CODE ENFORCEMENT | 75.00 |
| 109505 | TRI COUNTY BOARD UP | BOARD-UP 2110 S. 3RD AVE | CODE ENFORCEMENT | 75.00 |
| Total 109505: | | | | 1,140.00 |
| 109506 | TYLER ROBINSON | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 380.00 |
| Total 109506: | | | | 380.00 |
| 109507 | UNIFORM & ACCESSORIES | HOMELAND SECURITY REIMBURSEMENT | POLICE | 814.30 |
| Total 109507: | | | | 814.30 |
| 109508 | URIEL F JAIME | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 180.00 |
| Total 109508: | | | | 180.00 |
| 109509 | VISION SERVICE PLAN (IV) | VISION CARE INSURANCE MAY 2023 | CENTRAL SERVICES | 2,266.10 |
| 109509 | VISION SERVICE PLAN (IV) | VISION CARE PREM MAY 2023 | CENTRAL SERVICES | 407.25 |
| Total 109509: | | | | 2,673.35 |
| 109510 | Woodlake Occupational Health | OCCUPATIONAL HEALTH SERVICES | HUMAN RESOURCES | 360.00 |
| Total 109510: | | | | 360.00 |
| 109511 | Yara K Jaime | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 250.00 |
| Total 109511: | | | | 250.00 |
| 109512 | ZARIA C THRASHER | EXPLORER PAY 3/27-5/05/2023 *MAPS | | 430.00 |
| Total 109512: | | | | 430.00 |
| 109513 | Sebastian Bautista | EXPLORER PAY 3/27-5/05/2023 *MAPS JUNI | | 300.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109513: | | | | 300.00 |
| 109514 | ACCUTRON | COMPUTER CNLSTING SVCS *MAY 2023 | MANAGEMENT INFORMATION SYSTE | 7,916.66 |
| Total 109514: | | | | 7,916.66 |
| 109515 | ACQUA CONTRACTORS CORP | I-290 CORRIDOR STORM SEWER SEPARAT | CDBG | 1,621,273.26 |
| Total 109515: | | | | 1,621,273.26 |
| 109516 | Alana Trine Murray | EXPLORER PROGRAM 4/10-5/5/2023 | | 760.00 |
| Total 109516: | | | | 760.00 |
| 109517 | ALEXZONDREA TAYLOR | P&F-CLERICAL WORK 5/1/23-5/12/2023 | POLICE & FIRE COMMISSION | 800.00 |
| Total 109517: | | | | 800.00 |
| 109518 | American Welding & Gas Inc. | FIR- OXYGEN CYLINDERS RENTAL | FIRE | 401.57 |
| Total 109518: | | | | 401.57 |
| 109519 | Arthur P. O'hara Inc. | VIL MNGR NEW FURN/OFFICE ADM | VILLAGE MANAGER | 3,998.00 |
| 109519 | Arthur P. O'hara Inc. | COMM DEV FURN AND OFF ADM | COMMUNITY DEVELOPMENT | 8,074.00 |
| 109519 | Arthur P. O'hara Inc. | 50% DEPOSIT *FURNITURE | PRESIDENT & TRUSTEES | 5,931.00 |
| Total 109519: | | | | 18,003.00 |
| 109520 | AUTOZONE | FIR-DEF FLUID | FIRE | 81.96 |
| Total 109520: | | | | 81.96 |
| 109521 | BAKER TILLY VIRCHOW KRAUSE,LLP | AUDITORS FEES APR 30 2022 | FINANCE | 20,652.00 |
| Total 109521: | | | | 20,652.00 |
| 109522 | BELLWOOD ELECTRIC MOTORS INC. | INSTALLED NEW MOTOR ON PUMP #2 | PUMP STATION OPERATIONS | 5,800.00 |
| Total 109522: | | | | 5,800.00 |
| 109523 | Brianna Douglas | EXPLORER PROGRAM 3/6-4/14/2023 | | 300.00 |
| Total 109523: | | | | 300.00 |
| 109524 | BROADVIEW TRUE VALUE HARDWAR | FIR-6" SEWER PLUG AND DRAIN | FIRE | 49.98 |
| Total 109524: | | | | 49.98 |
| 109525 | Camiros, LTD | ZONING UPDATES RE: MORATORIUM | COMMUNITY DEVELOPMENT | 4,050.00 |
| Total 109525: | | | | 4,050.00 |
| 109526 | CARGILL, INCORPORATED | BULK SALT PURCHASE | MOTOR FUEL TAX | 21,467.83 |
| Total 109526: | | | | 21,467.83 |
| 109527 | CHICAGO CLEANING CONCIERGE | JANITORIAL SERVICES FOR APRIL 2023 | LAND & BUILDINGS | 7,500.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109527: | | | | 7,500.00 |
| 109528 | CITY OF CHICAGO- | ACCT #432533-432533 2/17/23-3/21/2023 | WATER COLLECTIONS | 197,827.27 |
| Total 109528: | | | | 197,827.27 |
| 109529 | CRAIG BRONAUGH | FIR-CPR RECERTIFICATION CARDS FOR A | FIRE | 118.00 |
| Total 109529: | | | | 118.00 |
| 109530 | FOREST PRINTING | NEWSLETTER | VILLAGE MANAGER | 4,822.02 |
| Total 109530: | | | | 4,822.02 |
| 109531 | GENE WASHINGTON | P&F-MEETING *5/1/2023 | POLICE & FIRE COMMISSION | 150.00 |
| Total 109531: | | | | 150.00 |
| 109532 | GLORIA A. CLAY | P&F-MEETING *05/1/2023 | POLICE & FIRE COMMISSION | 200.00 |
| Total 109532: | | | | 200.00 |
| 109533 | H&H ELECTRIC COMPANY | STREET LIGHT & TRAFFIC SIGNAL MAINTE | PUBLIC WORKS | 8,417.34 |
| 109533 | H&H ELECTRIC COMPANY | STREET LIGHT & TRAFFIC SIGNAL MAINTE | PUBLIC WORKS | 12,103.62 |
| Total 109533: | | | | 20,520.96 |
| 109534 | JAMES T BREWER | P&F-MEETING *05/1/2023 | POLICE & FIRE COMMISSION | 150.00 |
| Total 109534: | | | | 150.00 |
| 109535 | KLEIN, THORPE AND JENKINS LTD | LEGAL SERVICES *MAR 2023 | LAW | 31,693.70 |
| Total 109535: | | | | 31,693.70 |
| 109536 | LAUTERBACH & AMEN, LLP | ACTURUAL REPORT *TAX LEVY | FINANCE | 3,080.00 |
| 109536 | LAUTERBACH & AMEN, LLP | ACTUARIAL REPORT *4/30/22 | FINANCE | 2,590.00 |
| Total 109536: | | | | 5,670.00 |
| 109537 | LORETTA KIRKSEY | REFUND OVERPAYMENT 102104071-01 | WATER COLLECTIONS | 822.89 |
| Total 109537: | | | | 822.89 |
| 109538 | MARCELLUS CASSIUS WELLS | P&F-MEETING *05/1/2023 | POLICE & FIRE COMMISSION | 150.00 |
| Total 109538: | | | | 150.00 |
| 109539 | MUNICIPAL CLERK'S OF ILLINOIS | CLERK-SUMMER SEMINAR *C.THOMPKINS | VILLAGE CLERK | 35.00 |
| Total 109539: | | | | 35.00 |
| 109540 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 107.27 |
| 109540 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 20.38 |
| 109540 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 103.18 |
| 109540 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 57.97 |
| 109540 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 13.69 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| 109540 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 3.69 |
| 109540 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 122.98 |
| 109540 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 73.87 |
| 109540 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 122.31 |
| Total 109540: | | | | 625.34 |
| 109541 | OTTOSEN DINOLFO HASENBALG & C | P&F-HEARING SVCS | POLICE & FIRE COMMISSION | 8,932.50 |
| 109541 | OTTOSEN DINOLFO HASENBALG & C | P&F-HEARING SVCS | POLICE & FIRE COMMISSION | 25.70 |
| Total 109541: | | | | 8,958.20 |
| 109542 | PROCHAMPS | 29 FORECLOSURE/8 VACANT REGISTRATI | CORPORATE | 4,937.00 |
| 109542 | PROCHAMPS | 30 FORECLOSURE/18 VACANT REGISTRAT | CORPORATE | 4,846.00 |
| Total 109542: | | | | 9,783.00 |
| 109543 | QUILL CORPORATION | WATER-OFFICE SUPPLIES | FINANCE | 38.66 |
| 109543 | QUILL CORPORATION | FIN-OFFICE SUPPLIES | FINANCE | 44.76 |
| 109543 | QUILL CORPORATION | CASHER-OFFICE SUPPLIES | WATER COLLECTIONS | 7.59 |
| Total 109543: | | | | 91.01 |
| 109544 | READITH ESTER | P&F-MEETING *05/1/2023 | POLICE & FIRE COMMISSION | 150.00 |
| Total 109544: | | | | 150.00 |
| 109545 | Sharks of 1st Ave | MADISON TIF GRANT PROGRAM | TIF ADMINISTRATION | 25,000.00 |
| Total 109545: | | | | 25,000.00 |
| 109546 | TAPPED IN INC | DOWN PAYMENT *ELECTRICAL SVCS | MANAGEMENT INFORMATION SYSTE | 5,200.00 |
| Total 109546: | | | | 5,200.00 |
| 109547 | VALOR SYSTEMS, INC | 46 VALOR IMS NAMED USER ACCESS LICE | POLICE | 45,468.00 |
| Total 109547: | | | | 45,468.00 |
| 109548 | VILLAGE OF BROADVIEW | ACCT #9800200000 02/15-03/15/23 | WATER COLLECTIONS | 121.20 |
| Total 109548: | | | | 121.20 |
| 109549 | VILLAGE OF MELROSE PARK | ACCT #422001-001 1/20-2/19/2023 | WATER COLLECTIONS | 24,437.07 |
| 109549 | VILLAGE OF MELROSE PARK | ACCT #422001-001 2/20/23-3/19/23 | WATER COLLECTIONS | 33,838.07 |
| Total 109549: | | | | 58,275.14 |
| 109550 | WILLIE MACK | P&F-TESTING SERVICES | POLICE & FIRE COMMISSION | 850.00 |
| Total 109550: | | | | 850.00 |
| 109551 | Jimmy Kifarkis | PAYROLL - CONTRACTOR/ELECTRICIAN (5/ | CODE ENFORCEMENT | 1,200.00 |
| Total 109551: | | | | 1,200.00 |
| 109552 | MARK DWYER | PAYROLL - CONTRACTOR/PLUMBER (5/2-5/ | CODE ENFORCEMENT | 1,250.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109552: | | | | 1,250.00 |
| 109553 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING PROPERTY - 40 | CODE ENFORCEMENT | 550.00 |
| 109553 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING PROPERTY - 12 | CODE ENFORCEMENT | 35.00 |
| 109553 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING PROPERTY - 14 | CODE ENFORCEMENT | 45.00 |
| 109553 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING PROPERTY - 19 | CODE ENFORCEMENT | 35.00 |
| 109553 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING PROPERTY - 14 | CODE ENFORCEMENT | 350.00 |
| 109553 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING PROPERTY - 30 | CODE ENFORCEMENT | 40.00 |
| 109553 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING PROPERTY - 12 | CODE ENFORCEMENT | 400.00 |
| 109553 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING PROPERTY - 15 | CODE ENFORCEMENT | 450.00 |
| 109553 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING PROPERTY - 19 | CODE ENFORCEMENT | 150.00 |
| 109553 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING PROPERTY - 12 | LAND & BUILDINGS | 2,750.00 |
| 109553 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING PROPERTY - 12 | LAND & BUILDINGS | 3,750.00 |
| Total 109553: | | | | 8,555.00 |
| 109554 | ACCOUNTEMPS | SERVICE WEEK 5/5 *M.MIDDLETON | FINANCE | 1,769.00 |
| 109554 | ACCOUNTEMPS | SERVICE WEEK 5/12 *M.MIDDLETON | FINANCE | 1,769.00 |
| 109554 | ACCOUNTEMPS | SERVICE WEEK 5/12 *VALERIE SMITH | FINANCE | 1,050.00 |
| 109554 | ACCOUNTEMPS | SERVICE WEEK 5/12 *VALERIE SMITH | FINANCE | 1,050.00- |
| 109554 | ACCOUNTEMPS | SERVICE WEEK 5/19 *M.MIDDLETON | FINANCE | 1,769.00 |
| 109554 | ACCOUNTEMPS | SERVICE WEEK 5/19 *KIMBERLY WOLF | FINANCE | 1,496.85 |
| Total 109554: | | | | 6,803.85 |
| 109555 | ACCUTRON | REPLACE D.C YANCY COMPUTER/USB DRI | MANAGEMENT INFORMATION SYSTE | 695.23 |
| Total 109555: | | | | 695.23 |
| 109556 | ASSOCIATED TECHNICAL SERVICE | LEAK DETECTION SERVICES LAKE & 1ST | WATER & SEWER MAINTENANCE | 1,036.00 |
| Total 109556: | | | | 1,036.00 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | LAND & BUILDINGS | 34.95 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | WATER & SEWER MAINTENANCE | 26.27 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | PUMP STATION OPERATIONS | 24.98 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | WATER & SEWER MAINTENANCE | 69.95 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | WATER & SEWER MAINTENANCE | 11.58 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | LAND & BUILDINGS | 45.46 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | LAND & BUILDINGS | 55.97 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | WATER & SEWER MAINTENANCE | 19.99 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | WATER & SEWER MAINTENANCE | 35.07 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | LAND & BUILDINGS | 13.98 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | WATER & SEWER MAINTENANCE | 39.17 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | WATER & SEWER MAINTENANCE | 21.97 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | PUBLIC WORKS | 5.00 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | WATER & SEWER MAINTENANCE | 280.68 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | WATER & SEWER MAINTENANCE | 41.98 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | LAND & BUILDINGS | 65.97 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | PUBLIC WORKS | 74.92 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | WATER & SEWER MAINTENANCE | 11.97 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | LAND & BUILDINGS | 6.18 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | LAND & BUILDINGS | 15.99 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | LAND & BUILDINGS | 105.95 |
| 109557 | Broadview Hardware | MAINTENANCE SUPPLIES | LAND & BUILDINGS | 105.95- |
| 109557 | Broadview Hardware | SAFETY VESTS | PUBLIC WORKS | 37.98 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109557: | | | | 940.01 |
| 109558 | CDS OFFICE TECHNOLOGIES | IT ARBITRAROR 7/7-8/6 | POLICE | 190.00 |
| Total 109558: | | | | 190.00 |
| 109559 | CINTAS CORPORATION #344 | WATER-UNIFORM SERVICE | WATER & SEWER MAINTENANCE | 110.00 |
| 109559 | CINTAS CORPORATION #344 | WATER-UNIFORM SERVICE | WATER & SEWER MAINTENANCE | 110.00 |
| 109559 | CINTAS CORPORATION #344 | WATER-UNIFORM SERVICE | WATER & SEWER MAINTENANCE | 110.00 |
| 109559 | CINTAS CORPORATION #344 | WATER-UNIFORM SERVICE | WATER & SEWER MAINTENANCE | 110.00 |
| 109559 | CINTAS CORPORATION #344 | WATER-UNIFORM SERVICE | WATER & SEWER MAINTENANCE | 138.75 |
| Total 109559: | | | | 578.75 |
| 109560 | COMCAST | 410 MAIN METRA-PHONE/INT SVC 4/13/23- | CENTRAL SERVICES | 126.85 |
| Total 109560: | | | | 126.85 |
| 109561 | COMCAST | 300 OAK STREET PHONE/INTERNET 4/11/2 | CENTRAL SERVICES | 351.86 |
| 109561 | COMCAST | POLICE - TV | CENTRAL SERVICES | 21.10 |
| Total 109561: | | | | 372.96 |
| 109562 | COMED | ELECTRIC PUMP STATION | PUMP STATION OPERATIONS | 3,982.30 |
| 109562 | COMED | PUMP STATION ELCTRIC SERVICE | PUMP STATION OPERATIONS | 4,436.61 |
| Total 109562: | | | | 8,418.91 |
| 109563 | COMED | 5TH AVE 2ND POLE N MAIN 12/28/22-2/27/2 | MOTOR FUEL TAX | 4,240.32 |
| 109563 | COMED | 5TH AVE 2ND POLE N MAIN 1/27/23-2/27/23 | MOTOR FUEL TAX | 4,301.78 |
| 109563 | COMED | ELECTRIC SERVICE 104 S. 1ST CON 2/14/2 | MOTOR FUEL TAX | 790.50 |
| Total 109563: | | | | 9,332.60 |
| 109564 | COMED #2208042159 | MTRD STREET LIGHTS RT/25 1/26/23-2/24/2 | MOTOR FUEL TAX | 4,598.67 |
| Total 109564: | | | | 4,598.67 |
| 109565 | COMED #3351006000 | MULTI MTRD STREET LIGHTS 1/26/23-2/24/ | MOTOR FUEL TAX | 2,653.45 |
| Total 109565: | | | | 2,653.45 |
| 109566 | COMED #5490211003 | ELECTRIC SERVICE 1019 ST. CHARLES 2/1 | MOTOR FUEL TAX | 4,176.16 |
| Total 109566: | | | | 4,176.16 |
| 109567 | COMED #6080392012 | ELECTRIC SERVICE 100 S. 1ST 2/14/23-3/1 | MOTOR FUEL TAX | 4,296.39 |
| Total 109567: | | | | 4,296.39 |
| 109568 | COMED #6164044004 | ELECTRIC SERVICE 701 S 6TH 2/16/23-3/19 | MOTOR FUEL TAX | 1,072.15 |
| Total 109568: | | | | 1,072.15 |
| 109569 | CORE & MAIN LP | WATER & SEWER SUPPLIES | WATER & SEWER MAINTENANCE | 670.30 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109569: | | | | 670.30 |
| 109570 | DAVIS TREE CARE & LANDSCAPE | 517 N 2ND STORM DAMAGE | PUBLIC WORKS | 550.00 |
| Total 109570: | | | | 550.00 |
| 109571 | DESIREE CLAY | EXPLORER PAY 2/13-3/24/2023 *MAPS | | 300.00 |
| Total 109571: | | | | 300.00 |
| 109572 | Dionte Robinson | HOMELAND SECURITY ADMIN 4/24-5/19/20 | | 1,280.00 |
| Total 109572: | | | | 1,280.00 |
| 109573 | Domonique Watson | PROGRAM DIRECTOR 5/8-5/19/2023 | | 680.00 |
| Total 109573: | | | | 680.00 |
| 109574 | DRIVEN FENCE, INC | 50% DEPOSIT *FENCE *MAYWOOD FEST | SPECIAL EVENT REVENUE | 2,830.25 |
| Total 109574: | | | | 2,830.25 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | 2021 PY CDBG ROADWAY IMP | CDBG | 2,235.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | 2022 GRANT APPLICATIONS | PUBLIC WORKS | 447.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | PLAN REVIEW: 1700/1718 SOUTH 1ST AVE | PUBLIC WORKS | 149.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | 2022 WATER MAIN IMPROVEMENTS | TIF ADMINISTRATION | 4,362.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | WASHINGTON BLVD IMPROVEMENTS | PUBLIC WORKS | 3,728.11 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | 2023 GRANT APPLICATIONS | PUBLIC WORKS | 894.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | I-290 CORRIDOR STORM SEWER SEPARAT | WATER & SEWER MAINTENANCE | 3,334.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | 2021 PY CDBG ROADWAY IMP | CDBG | 1,490.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | 2023 MAINTENANCE CONTRACT | PUBLIC WORKS | 1,192.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | 2023 GRANT APPLICATIONS | PUBLIC WORKS | 1,490.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | PRAIRIE PATH LIGHTING AND SAFETY IMP | PUBLIC WORKS | 3,000.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | 2022 WATER MAIN IMPROVEMENTS | TIF ADMINISTRATION | 1,379.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | 2022 ROADWAY IMPROVEMENTS | TIF ADMINISTRATION | 596.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | 2022 ROADWAY IMPROVEMENTS | TIF ADMINISTRATION | 4,752.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | 2023 CDBG ROADWAY IMPROVEMENTS | CDBG | 2,400.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | 2023 MAINTENANCE CONTRACT | PUBLIC WORKS | 1,634.00 |
| 109575 | EDWIN HANCOCK ENGINEERING CO | CENTRAL SEWER SEPARATION IMPROVE | WATER & SEWER MAINTENANCE | 1,436.00 |
| Total 109575: | | | | 34,518.11 |
| 109576 | FIREGROUND SUPPLY, INC | STRUCTURAL FIREFIGHTING GLOVES | FIRE | 266.00 |
| 109576 | FIREGROUND SUPPLY, INC | FIR-SUSPENDERS FOR FIREFIGHTER BU | FIRE | 298.00 |
| 109576 | FIREGROUND SUPPLY, INC | STRUCTURAL FIREFIGHTING BOOTS | FIRE | 255.00 |
| 109576 | FIREGROUND SUPPLY, INC | FIR-NAMETAG ON FIRE COAT | FIRE | 66.00 |
| 109576 | FIREGROUND SUPPLY, INC | STRUCTURAL FF BOOTS | FIRE | 195.00 |
| 109576 | FIREGROUND SUPPLY, INC | FIR-NEW LIEUTENANT SHIRT FOR P. TIERN | FIRE | 74.00 |
| 109576 | FIREGROUND SUPPLY, INC | FIR-IDENTIFICATION LETTING ON FIRECOA | FIRE | 77.79 |
| Total 109576: | | | | 1,231.79 |
| 109577 | FOREST SECURITY, INC. | QUARTERLY MONITORING PUMP STATION | PUBLIC WORKS | 299.85 |
| 109577 | FOREST SECURITY, INC. | 200 BLDG MONITORING | PUBLIC WORKS | 1,122.00 |
| Total 109577: | | | | 1,421.85 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| 109578 | FORT DEARBORN | SAW BLADES | PUBLIC WORKS | 649.00 |
| Total 109578: | | | | 649.00 |
| 109579 | HILDEBRAND SPORTING GOODS | AWARDS/PLAQUE *SWEARING IN CEREMO | PRESIDENT & TRUSTEES | 126.50 |
| Total 109579: | | | | 126.50 |
| 109580 | Howmedica Osteonics Corp | FIR-MOUNTING BRACKETS FOR THE AMB | FIRE | 1,047.27 |
| Total 109580: | | | | 1,047.27 |
| 109581 | INSURANCE PROGRAM MANAGERS | 2023-2024 RENEWAL MIN DEPOSIT | WATER COLLECTIONS | 24,250.00 |
| 109581 | INSURANCE PROGRAM MANAGERS | 2022-2023 AUDIT PC | WATER COLLECTIONS | 22,845.00 |
| 109581 | INSURANCE PROGRAM MANAGERS | 2021-2022 AUDIT WC | WATER COLLECTIONS | 265.00 |
| 109581 | INSURANCE PROGRAM MANAGERS | 2020-2021 AUDIT WC | WATER COLLECTIONS | 1,135.00 |
| 109581 | INSURANCE PROGRAM MANAGERS | 2021-2022 AUDIT PC | WATER COLLECTIONS | 735.00 |
| Total 109581: | | | | 49,230.00 |
| 109582 | Isaac Blount | HOMELAND SECURITY ADMIN 4/24-5/19/20 | | 1,280.00 |
| Total 109582: | | | | 1,280.00 |
| 109583 | JAIDEN WILLIAMS | EXPLORER PAY 2/13-3/24/2023 *MAPS | | 300.00 |
| Total 109583: | | | | 300.00 |
| 109584 | JOE RIZZA FORD | NEW 2023 FORD MAVERICK - CODE ENFO | CODE ENFORCEMENT | 27,455.26 |
| Total 109584: | | | | 27,455.26 |
| 109585 | Kendall Silas | REIMB. OIL CHANGE | POLICE | 64.74 |
| Total 109585: | | | | 64.74 |
| 109586 | LASONDRA BANKS | REIMB. FLAGS/V.H. TABLE | PRESIDENT & TRUSTEES | 105.27 |
| Total 109586: | | | | 105.27 |
| 109587 | Linda Johnson | PROGRAM COORDINATOR 4/24-5/19/2023 | | 1,680.00 |
| Total 109587: | | | | 1,680.00 |
| 109588 | LRS Holdings, LLC | FINANCE CHARGE | PUBLIC WORKS | 6.75 |
| Total 109588: | | | | 6.75 |
| 109589 | MICHAEL BABICZ | REIMB. MAIL GUNS | POLICE | 95.55 |
| Total 109589: | | | | 95.55 |
| 109590 | Nathaniel George Booker | REIMB. TRANSPORTATION NLC | PRESIDENT & TRUSTEES | 74.78 |
| Total 109590: | | | | 74.78 |
| 109591 | NICOR GAS | GAS SERVICE 300 OAK ST 9/16/22-10/16/22 | PARKS & RECREATION | 759.40 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109591: | | | | 759.40 |
| 109592 | NORTH EAST MULTI-REGIONAL | BASIC FIELD TRAINING - CAJIGAS | POLICE | 255.00 |
| Total 109592: | | | | 255.00 |
| 109593 | ODP BUSINESS SOLUTIONS LLC | VMO-OFFICE SUPPLIES | VILLAGE MANAGER | 54.78 |
| Total 109593: | | | | 54.78 |
| 109594 | PROVISO MUNICIPAL LEAGUE | MEMBERSHIP DUES 5/1/2023-4/30/2024 | PRESIDENT & TRUSTEES | 500.00 |
| Total 109594: | | | | 500.00 |
| 109595 | SEAWAY SUPPLY COMPANY | FIR-JANITORIAL SUPPLES | FIRE | 302.24 |
| Total 109595: | | | | 302.24 |
| 109596 | Shaneata Y Trotter | PROGRAM COORDINATOR 4/24-5/19/2023 | | 1,680.00 |
| 109596 | Shaneata Y Trotter | REIMB. COORDINATORS APPRECIATION | | 87.87 |
| Total 109596: | | | | 1,767.87 |
| 109597 | Sheron Stingley | PROGRAM DIRECTOR 5/8-5/19/2023 | | 680.00 |
| Total 109597: | | | | 680.00 |
| 109598 | STAPLES ADVANTAGE | POLICE-OFFICE SUPPLIES | POLICE | 159.95 |
| 109598 | STAPLES ADVANTAGE | FIR-OFFICE SUPPLIES | FIRE | 307.71 |
| Total 109598: | | | | 467.66 |
| 109599 | Stephanie Johnson | *PAY ADMINISTRATOR/COORDINATOR 5/8- | | 680.00 |
| Total 109599: | | | | 680.00 |
| 109600 | SUBURBAN LABORATORIES INC | PW-COLIFORM TEST | PUMP STATION OPERATIONS | 519.76 |
| Total 109600: | | | | 519.76 |
| 109601 | SWEET POTATOE PATCH CHICAGO | MEALS FOR EXPLORER PARTICIPANTS | | 7,090.00 |
| Total 109601: | | | | 7,090.00 |
| 109602 | T.P.I. | CONTRACTOR - PLUMBING/ELECTRICAL - | CODE ENFORCEMENT | 4,424.00 |
| Total 109602: | | | | 4,424.00 |
| 109603 | TRITON COLLEGE | ANNUAL GOLF OUTING | PRESIDENT & TRUSTEES | 100.00 |
| Total 109603: | | | | 100.00 |
| 109604 | Vincent Jones | PROGRAM COORDINATOR 4/24-5/19/2023 | | 1,680.00 |
| Total 109604: | | | | 1,680.00 |
| 109605 | WIGIT'S TRUCK SERVICE | PM UNIT WATER PUMP NEEDED | PUBLIC WORKS | 161.47 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| 109605 | WIGIT'S TRUCK SERVICE | 239 REPLACE HYDRO LEAK & HOSES | PUBLIC WORKS | 684.34 |
| Total 109605: | | | | 845.81 |
| 109606 | Woodlake Occupational Health | OCCUPATIONAL HEALTH SERVICES | HUMAN RESOURCES | 100.00 |
| 109606 | Woodlake Occupational Health | OCCUPATIONAL HEALTH SERVICES | HUMAN RESOURCES | 1,065.00 |
| 109606 | Woodlake Occupational Health | OCCUPATIONAL HEALTH SERVICES | HUMAN RESOURCES | 1,075.00 |
| Total 109606: | | | | 2,240.00 |
| 109607 | Xavier Doyle | HOMELAND SECURITY ADMIN 4/24-5/19/20 | | 1,680.00 |
| Total 109607: | | | | 1,680.00 |
| 109608 | ASSURANCE a MARSH & MCLEAN AG | EXCESS COMMERCIAL UMBRELLA | HUMAN RESOURCES | 53,774.26 |
| 109608 | ASSURANCE a MARSH & MCLEAN AG | 1 OF 4 QUARTERLY INSTALLEMENTS | HUMAN RESOURCES | 153,554.50 |
| 109608 | ASSURANCE a MARSH & MCLEAN AG | 2023-24 ANNUAL AUTO PD PREM | HUMAN RESOURCES | 15,590.00 |
| 109608 | ASSURANCE a MARSH & MCLEAN AG | 1 OF 4 QUARTERLY INSTALLMENTS | HUMAN RESOURCES | 34,328.00 |
| 109608 | ASSURANCE a MARSH & MCLEAN AG | SERVICE FEE-ASSURANCE | HUMAN RESOURCES | 30,000.00 |
| Total 109608: | | | | 287,246.76 |
| 109609 | BRICLYN ENTERTAINMENT GROUP LL | 50% DEPOSIT *MUSIC MAYWOOD FEST | SPECIAL EVENT REVENUE | 7,500.00 |
| Total 109609: | | | | 7,500.00 |
| 109610 | CelebEvents, Inc | 50% DEPOSIT MUSIC *MAYWOOD FEST | SPECIAL EVENT REVENUE | 8,250.00 |
| Total 109610: | | | | 8,250.00 |
| 109611 | MARZETTE STINGLEY GRIFFITH | 50% MUSIC *MAYWOOD FEST | SPECIAL EVENT REVENUE | 2,250.00 |
| Total 109611: | | | | 2,250.00 |
| 109612 | RANDALL ROBERTSON | 50% DEPOSIT *MAYWOOD FEST | SPECIAL EVENT REVENUE | 12,450.00 |
| Total 109612: | | | | 12,450.00 |
| 109613 | ASHLEY M GRIFFIN | EXPLORER PAY 4/17-5/26/2023 *MAPS | | 480.00 |
| Total 109613: | | | | 480.00 |
| 109614 | A-1 Cutting Edge Landscaping | CLEAN-UP/BOARD UP - 1900 S. 5TH AVE. | CODE ENFORCEMENT | 650.00 |
| 109614 | A-1 Cutting Edge Landscaping | CLEAN-UP/LANDSCAPING - 1400 ORCHAR | CODE ENFORCEMENT | 2,150.00 |
| Total 109614: | | | | 2,800.00 |
| 109615 | ACCOUNTEMPS | SERVICE WEEK 5/19 *KIMBERLY WOLF | WATER COLLECTIONS | 1,496.85 |
| Total 109615: | | | | 1,496.85 |
| 109616 | ALEXZONDREA TAYLOR | P&F-CLERICAL WORK 5/15-5/26/2023 | POLICE & FIRE COMMISSION | 800.00 |
| Total 109616: | | | | 800.00 |
| 109617 | BLUE CROSS BLUE SHIELD | HEALTH INS COVERAGE JUNE 2023 | CENTRAL SERVICES | 380,854.47 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109617: | | | | 380,854.47 |
| 109618 | BROADVIEW TRUE VALUE HARDWAR | FIR-BATTERIES FOR EQUIPMENT | FIRE | 67.96 |
| Total 109618: | | | | 67.96 |
| 109619 | CAMBRIA BROWN | EXPLORER PAY 4/17-5/26/2023 *MAPS | | 480.00 |
| Total 109619: | | | | 480.00 |
| 109620 | COPS TESTING SERVICE | P&F-PRE-EMPLOYMENT SERVICES | POLICE & FIRE COMMISSION | 175.00 |
| 109620 | COPS TESTING SERVICE | P&F-PRE-EMPLOYMENT SERVICES | POLICE & FIRE COMMISSION | 350.00 |
| 109620 | COPS TESTING SERVICE | P&F-PRE-EMPLOYMENT SERVICES | POLICE & FIRE COMMISSION | 250.00 |
| 109620 | COPS TESTING SERVICE | P&F-PRE-EMPLOYMENT SERVICES | POLICE & FIRE COMMISSION | 2,900.00 |
| 109620 | COPS TESTING SERVICE | P&F-PRE-EMPLOYMENT SERVICES | POLICE & FIRE COMMISSION | 900.00 |
| Total 109620: | | | | 4,575.00 |
| 109621 | CRAIG SHINGLES II | EXPLORER PAY 4/17-5/26/2023 *MAPS | | 480.00 |
| Total 109621: | | | | 480.00 |
| 109622 | DEARBORN NATIONAL | GROUP LIFE INS JUNE 2023 | CENTRAL SERVICES | 4,751.36 |
| Total 109622: | | | | 4,751.36 |
| 109623 | Deny Antunez & Gregorio Cortez | TREE REMOVAL PROGRAM | COMMUNITY DEVELOPMENT | 750.00 |
| Total 109623: | | | | 750.00 |
| 109624 | DEPT.OF CENTRAL MANAGEMENT SV | POL-COMMUNICATION CHARGES | POLICE | 978.94 |
| Total 109624: | | | | 978.94 |
| 109625 | EDWIN HANCOCK ENGINEERING CO | CENTRAL SEWER SEPARATION IMPROVE | WATER & SEWER MAINTENANCE | 10,440.00 |
| 109625 | EDWIN HANCOCK ENGINEERING CO | WASHINGTON BLVD IMPROVEMENTS | PUBLIC WORKS | 20,908.69 |
| 109625 | EDWIN HANCOCK ENGINEERING CO | 19TH AVE IMPROVEMENTS | TIF ADMINISTRATION | 8,950.00 |
| 109625 | EDWIN HANCOCK ENGINEERING CO | I-290 CORRIDOR STORM SEWER SEPARAT | WATER & SEWER MAINTENANCE | 13,488.50 |
| 109625 | EDWIN HANCOCK ENGINEERING CO | 2023 CDBG ROADWAY IMPROVEMENTS | CDBG | 5,520.00 |
| 109625 | EDWIN HANCOCK ENGINEERING CO | PRARIE PATH LIGHTING & SAFETY | PUBLIC WORKS | 6,000.00 |
| 109625 | EDWIN HANCOCK ENGINEERING CO | PRARIE PATH LIGHTING & SAFETY | PUBLIC WORKS | 5,000.00 |
| 109625 | EDWIN HANCOCK ENGINEERING CO | I-290 CORRIDOR STORM SEWER SEPARAT | WATER & SEWER MAINTENANCE | 61,882.00 |
| 109625 | EDWIN HANCOCK ENGINEERING CO | WASHINGTON BLVD IMPROVEMENTS | PUBLIC WORKS | 36,047.47 |
| Total 109625: | | | | 168,236.66 |
| 109626 | Franzen Plumbing | FIR-LEAKY VALVE REPAIR IN LAUNDRY RO | FIRE | 260.00 |
| Total 109626: | | | | 260.00 |
| 109627 | GENE WASHINGTON | P&F-MEETING *01/26/2022 | POLICE & FIRE COMMISSION | 150.00 |
| Total 109627: | | | | 150.00 |
| 109628 | GLORIA A. CLAY | P&F-MEETING *05/25/2023 | POLICE & FIRE COMMISSION | 200.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109628: | | | | 200.00 |
| 109629 | HOME DEPOT CREDIT SERVICES | VILLAGE PRIDE VILLAGE WIDE SUPPLIES | PRESIDENT & TRUSTEES | 1,041.00 |
| 109629 | HOME DEPOT CREDIT SERVICES | VILLAGE PRIDE VILLAGE WIDE SUPPLIES | PRESIDENT & TRUSTEES | 945.00 |
| 109629 | HOME DEPOT CREDIT SERVICES | VILLAGE PRIDE VILLAGE WIDE SUPPLIES | PRESIDENT & TRUSTEES | 2,165.60 |
| 109629 | HOME DEPOT CREDIT SERVICES | VILLAGE PRIDE VILLAGE WIDE SUPPLIES | PRESIDENT & TRUSTEES | 155.73 |
| 109629 | HOME DEPOT CREDIT SERVICES | VILLAGE PRIDE VILLAGE WIDE SUPPLIES | PRESIDENT & TRUSTEES | 377.08 |
| 109629 | HOME DEPOT CREDIT SERVICES | VILLAGE PRIDE VILLAGE WIDE SUPPLIES | PRESIDENT & TRUSTEES | 340.62 |
| 109629 | HOME DEPOT CREDIT SERVICES | VILLAGE PRIDE VILLAGE WIDE SUPPLIES | PRESIDENT & TRUSTEES | 667.90 |
| Total 109629: | | | | 5,692.93 |
| 109630 | Ian Canovi | CONSULTING SERVICES | COMMUNITY DEVELOPMENT | 850.00 |
| Total 109630: | | | | 850.00 |
| 109631 | JAMES T BREWER | P&F-MEETING *05/25/2023 | POLICE & FIRE COMMISSION | 150.00 |
| Total 109631: | | | | 150.00 |
| 109632 | Jimmy Kifarkis | CONTRACTOR - ELECTRICIAN (5/16/2023-5/ | CODE ENFORCEMENT | 1,200.00 |
| Total 109632: | | | | 1,200.00 |
| 109633 | JUAN CARLOS ORTIZ JR | EXPLORER PAY 4/17-5/26/2023 *MAPS | | 480.00 |
| Total 109633: | | | | 480.00 |
| 109634 | Kendall Silas | HOMELAND SECURITY *PAYROLL 5.13.23 | POLICE | 576.80 |
| Total 109634: | | | | 576.80 |
| 109635 | KENNEDIE RONE | EXPLORER PAY 4/17-5/26/2023 *MAPS | | 480.00 |
| Total 109635: | | | | 480.00 |
| 109636 | KERI RONE | EXPLORER PAY 4/17-5/26/2023 *MAPS | | 480.00 |
| Total 109636: | | | | 480.00 |
| 109637 | KYLA MARTIN | EXPLORER PAY 4/17-5/26/2023 *MAPS | | 480.00 |
| Total 109637: | | | | 480.00 |
| 109638 | Law Enforcement SEminars, LLC | INTERNAL AFFAIRS INVESTIGATION CLAS | POLICE | 850.00 |
| Total 109638: | | | | 850.00 |
| 109639 | LIVING WATERS CONSULTANTS | SILVER CREEK WATERSHED ANNUAL MEM | COMMUNITY DEVELOPMENT | 16.53 |
| 109639 | LIVING WATERS CONSULTANTS | SILVER CREEK WATERSHED | COMMUNITY DEVELOPMENT | 17.02 |
| Total 109639: | | | | 33.55 |
| 109640 | MARCELLUS CASSIUS WELLS | P&F-MEETING *05/25/2023 | POLICE & FIRE COMMISSION | 150.00 |
| Total 109640: | | | | 150.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| 109641 | MARELYN J ORTIZ | EXPLORER PAY 4/17-5/26/2023 *MAPS | | 480.00 |
| Total 109641: | | | | 480.00 |
| 109642 | MARK DWYER | CONTRACTOR - PLUMBING (5/17/2023-5/25/ | CODE ENFORCEMENT | 1,000.00 |
| Total 109642: | | | | 1,000.00 |
| 109643 | MARK KIRKSY | EXPLORER PAY 4/17-5/26/2023 *MAPS | | 480.00 |
| Total 109643: | | | | 480.00 |
| 109644 | Maxine C. Gray | ESCROW RELEASE *1927 S 20TH | | 3,200.00 |
| Total 109644: | | | | 3,200.00 |
| 109645 | MORGAN BURNS | EXPLORER PAY 4/17-5/26/2023 *MAPS | | 480.00 |
| Total 109645: | | | | 480.00 |
| 109646 | NORTH EAST MULTI-REGIONAL | GANG COMBAT DYNAMICS: JACOB NUNEZ | POLICE | 125.00 |
| Total 109646: | | | | 125.00 |
| 109647 | NORTHERN ILLINOIS POLICE ALARM | NIPAS ANNUAL MEETING AND AWARDS LU | POLICE | 70.00 |
| Total 109647: | | | | 70.00 |
| 109648 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 65.92 |
| Total 109648: | | | | 65.92 |
| 109649 | PUBLIC SAFETY DIRECT, INC. | UNIT 112 FORD EX. REPAIR | POLICE | 400.00 |
| Total 109649: | | | | 400.00 |
| 109650 | READITH ESTER | P&F-MEETING *05/25/2023 | POLICE & FIRE COMMISSION | 150.00 |
| Total 109650: | | | | 150.00 |
| 109651 | Ridgecrest Products, Inc. | BADGES FOR HOMELAND SECURITY | POLICE | 661.50 |
| Total 109651: | | | | 661.50 |
| 109652 | SHAWN J HARRIS | EXPLORER PAY 4/17-5/26/2023 *MAPS | | 480.00 |
| Total 109652: | | | | 480.00 |
| 109653 | VISION SERVICE PLAN (IV) | VISION CARE INSURANCE JUNE 2023 | HUMAN RESOURCES | 4,628.58 |
| Total 109653: | | | | 4,628.58 |
| 109654 | WIGIT'S TRUCK SERVICE | FIR-AMBULANCE 500 REPAIRS AND A/C CH | FIRE | 1,343.89 |
| Total 109654: | | | | 1,343.89 |
| 109655 | A GREATER GOOD FOUNDATION | JUNETEENTH CELEBRATION | PRESIDENT & TRUSTEES | 300.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109655: | | | | 300.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING UP PROPERTY - | CODE ENFORCEMENT | 475.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING UP PROPERTY - | CODE ENFORCEMENT | 450.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING UP PROPERTY - | CODE ENFORCEMENT | 350.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEANING UP PROPERTY - | CODE ENFORCEMENT | 850.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN UP - 1301 S. 8TH AV | CODE ENFORCEMENT | 230.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN UP - 1307 S. 8TH AV | CODE ENFORCEMENT | 330.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN UP - 1422 S. 13TH A | CODE ENFORCEMENT | 450.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN UP - 1246 S. 21ST A | CODE ENFORCEMENT | 520.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN UP - 1212 S. 2ND AV | CODE ENFORCEMENT | 350.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CUTTING TREES/CLEAN UP | PARKS & RECREATION | 1,250.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN UP - 632 S. 16TH AV | CODE ENFORCEMENT | 250.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN UP - 1608 S. 5TH AV | CODE ENFORCEMENT | 75.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 1721 S. 7TH AV | CODE ENFORCEMENT | 250.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 809 S. 10TH AV | CODE ENFORCEMENT | 100.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 1105 S. 1ST AV | CODE ENFORCEMENT | 275.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 806 S. 19TH AV | CODE ENFORCEMENT | 80.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 2023 S. 23RD A | CODE ENFORCEMENT | 250.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 803 S. 19TH AV | CODE ENFORCEMENT | 80.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN UP - 1418 S. 7TH AV | CODE ENFORCEMENT | 160.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 1112 ORCHAR | CODE ENFORCEMENT | 350.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN UP - 1600 S. 13TH A | CODE ENFORCEMENT | 250.00 |
| 109656 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN UP - 1505 S. 8TH AV | CODE ENFORCEMENT | 650.00 |
| Total 109656: | | | | 8,025.00 |
| 109657 | AA RENTAL CENTER | TENT RENTAL *JUNETEENTH | PRESIDENT & TRUSTEES | 1,200.00 |
| Total 109657: | | | | 1,200.00 |
| 109658 | AFFIRMED MEDICAL SERVICE | PW-FIRST AID SUPPLIES | PUBLIC WORKS | 103.89 |
| Total 109658: | | | | 103.89 |
| 109659 | AIR ONE EQUIPMENT | FIR-BOOTS | FIRE | 409.00 |
| Total 109659: | | | | 409.00 |
| 109660 | Alana Trine Murray | EXPLORER PROGRAM 5/8-6/2/2023 | | 720.00 |
| Total 109660: | | | | 720.00 |
| 109661 | American Welding & Gas Inc. | FIR- OXYGEN CYLINDERS RENTAL | FIRE | 433.62 |
| Total 109661: | | | | 433.62 |
| 109662 | ANIMAL WELFARE LEAGUE | ANIMAL IMPOUNDMENT | CODE ENFORCEMENT | 816.00 |
| Total 109662: | | | | 816.00 |
| 109663 | Ariel M Byrd | EXPLORER PROGRAM 5/8-6/02/2023 | | 1,600.00 |
| Total 109663: | | | | 1,600.00 |
| 109664 | BAILEY'S CATERING | JUNETEENTH CELEBRATION | PRESIDENT & TRUSTEES | 3,135.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109664: | | | | 3,135.00 |
| 109665 | Best Technology Systems, Inc. | CLEANING & MAINTAENANCE IN FIRING R | POLICE | 4,570.00 |
| Total 109665: | | | | 4,570.00 |
| 109666 | Broadview Hardware | MAINTENANCE SUPPLIES - CODE DEPT | CODE ENFORCEMENT | 13.99 |
| Total 109666: | | | | 13.99 |
| 109667 | Buckeye Power Sales Co. Inc. | INSTALLED NEW BLOCK HEATER IN GENE | PUMP STATION OPERATIONS | 2,247.84 |
| Total 109667: | | | | 2,247.84 |
| 109668 | CALEB MADISON | EXPLORER PAY 4/17-6/2/2023 | | 480.00 |
| Total 109668: | | | | 480.00 |
| 109669 | CAMIC JOHNSON LTD | ADMINISTRATIVE HEARING (5/5/23 & 5/19/2 | POLICE | 300.00 |
| Total 109669: | | | | 300.00 |
| 109670 | CORE & MAIN LP | WATER & SEWER SUPPLIES | WATER & SEWER MAINTENANCE | 185.00 |
| 109670 | CORE & MAIN LP | WATER & SEWER SUPPLIES | WATER & SEWER MAINTENANCE | 740.00 |
| Total 109670: | | | | 925.00 |
| 109671 | CRAIG SHINGLES II | EXPLORER PAY 4/17-5/26/2023 *MAPS | | 480.00 |
| Total 109671: | | | | 480.00 |
| 109672 | CUBE SMART | JUNE RENTAL FOR XMAS DECORATIONS | PUBLIC WORKS | 167.70 |
| Total 109672: | | | | 167.70 |
| 109673 | Domonique Watson | PROGRAM DIRECTOR 5/22-6/22/2023 | | 680.00 |
| 109673 | Domonique Watson | REIMB. REFRESHMENTS *SWEARING IN | PRESIDENT & TRUSTEES | 91.33 |
| Total 109673: | | | | 771.33 |
| 109674 | FOREST SECURITY, INC. | QRTLY BURGLAR & FIRE ALARM MONITORI | POLICE | 1,336.59 |
| 109674 | FOREST SECURITY, INC. | QRTLY BURGLAR & FIRE ALARM MONITORI | POLICE | 1,336.59 |
| Total 109674: | | | | 2,673.18 |
| 109675 | FORT DEARBORN | MAINTENANCE SUPPLIES | PUBLIC WORKS | 1,677.50 |
| 109675 | FORT DEARBORN | SAW BLADES | PUBLIC WORKS | 2,447.50 |
| 109675 | FORT DEARBORN | ROTARY HAMMER | PUBLIC WORKS | 937.97 |
| 109675 | FORT DEARBORN | L SHAPE SDS ROTARY HAMMER | PUBLIC WORKS | 415.00 |
| 109675 | FORT DEARBORN | BROWN JERSEY GLOVES | PUBLIC WORKS | 300.00 |
| Total 109675: | | | | 5,777.97 |
| 109676 | FOUR SEASONS | REFUND BLDG PERMIT *638 S 20TH | CORPORATE | 195.00 |
| 109676 | FOUR SEASONS | REFUND BLDG PERMIT *611 N 7TH | CORPORATE | 320.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109676: | | | | 515.00 |
| 109677 | GovTEMPS USA, LLC | INTERIM SVCS *WEEK END *4/23/2023 | VILLAGE MANAGER | 4,522.00 |
| 109677 | GovTEMPS USA, LLC | INTERIM SVCS *WEEK END *4/30/2023 | VILLAGE MANAGER | 4,522.00 |
| 109677 | GovTEMPS USA, LLC | INTERIM SVCS *WEEK END *5/7/2023 | VILLAGE MANAGER | 4,522.00 |
| 109677 | GovTEMPS USA, LLC | INTERIM SVCS *WEEK END *5/14/23 | VILLAGE MANAGER | 4,522.00 |
| 109677 | GovTEMPS USA, LLC | INTERIM SVCS *WEEK END *5/21/23 | VILLAGE MANAGER | 4,522.00 |
| 109677 | GovTEMPS USA, LLC | INTERIM SVCS *WEEK END *5/28/2023 | VILLAGE MANAGER | 4,522.00 |
| Total 109677: | | | | 27,132.00 |
| 109678 | HINCKLEY SPRINGS | COD-EQUIPMENT RENTAL | CODE ENFORCEMENT | 310.91 |
| Total 109678: | | | | 310.91 |
| 109679 | HOMER TREE CARE, INC | STORM DAMAGE | PUBLIC WORKS | 800.00 |
| Total 109679: | | | | 800.00 |
| 109680 | JKS VENTURES, INC. | PW-3/4 LIMESTONE | MOTOR FUEL TAX | 4,996.71 |
| 109680 | JKS VENTURES, INC. | 3/4" LIMESTONE | MOTOR FUEL TAX | 316.08 |
| 109680 | JKS VENTURES, INC. | 3/4" LIMESTONE | MOTOR FUEL TAX | 1,506.11 |
| Total 109680: | | | | 6,818.90 |
| 109681 | LASONDRA BANKS | REIMB.COMMUNITY ENGAGEMENT ACTIVI | PRESIDENT & TRUSTEES | 124.86 |
| Total 109681: | | | | 124.86 |
| 109682 | MARCELINO CARBAJAL | EXPLORER PAY 4/17-6/2/2023 | | 480.00 |
| Total 109682: | | | | 480.00 |
| 109683 | MARQUESE JORDAN | EXPLORER PAY 4/17-6/2/2023 | | 480.00 |
| Total 109683: | | | | 480.00 |
| 109684 | MAURICIO CARBAJAL | EXPLORER PAY 4/17-6/2/2023 | | 480.00 |
| Total 109684: | | | | 480.00 |
| 109685 | MCKESSON MEDICAL-SURGICAL INC | FIR-AUTOMATED DEFIBRILLATOR PADS | FIRE | 548.10 |
| Total 109685: | | | | 548.10 |
| 109686 | MICRO CENTER | LAPTOP *C.BRONAUGH | MANAGEMENT INFORMATION SYSTE | 949.98 |
| 109686 | MICRO CENTER | LAPTOP *DIAZ | MANAGEMENT INFORMATION SYSTE | 949.98 |
| 109686 | MICRO CENTER | LAPTOP *WEST | MANAGEMENT INFORMATION SYSTE | 949.98 |
| Total 109686: | | | | 2,849.94 |
| 109687 | MUNICIPAL CLERK'S OF ILLINOIS | CLERK-SUMMER SEMINAR *T.GARRON | VILLAGE CLERK | 35.00 |
| Total 109687: | | | | 35.00 |
| 109688 | NAFISCO INC | SIGN PURCHASE | PUBLIC WORKS | 224.99 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109688: | | | | 224.99 |
| 109689 | OZINGA READY MIX CONCRETE, INC | READY MIX CONCRETE 1ST & LAKE | WATER & SEWER MAINTENANCE | 1,498.26 |
| Total 109689: | | | | 1,498.26 |
| 109690 | PAYLESS AUTO BODY | FIR-CAR 509 ACCIDENT REPAIR | FIRE | 3,043.48 |
| Total 109690: | | | | 3,043.48 |
| 109691 | Phyliss A Brown | EXPLORER COORDINATOR 5/8-6/02/2023 * | | 1,600.00 |
| Total 109691: | | | | 1,600.00 |
| 109692 | Sheron Stingley | PROGRAM DIRECTOR 5/22-6/2/2023 | | 680.00 |
| Total 109692: | | | | 680.00 |
| 109693 | SIGNCO | CUSTOM BANNER *VILLAGE WIDE VILLAG | SPECIAL EVENT REVENUE | 320.00 |
| Total 109693: | | | | 320.00 |
| 109694 | STATE INDUSTRIAL PRODUCTS CORP | BLOCK WORX, PIT RAIDER & STATE BIOMA | WATER & SEWER MAINTENANCE | 1,185.48 |
| Total 109694: | | | | 1,185.48 |
| 109695 | Stephanie Johnson | PROGRAM DIRECTOR 5/22-6/2/2023 | | 680.00 |
| Total 109695: | | | | 680.00 |
| 109696 | SUN-TIMES MEDIA | LEGAL AD | LAW | 4,485.00 |
| Total 109696: | | | | 4,485.00 |
| 109697 | T.P.I. | CONTRACTOR - PLUMBING/ELECTRICAL - | CODE ENFORCEMENT | 2,326.00 |
| Total 109697: | | | | 2,326.00 |
| 109698 | TIMOTHY MCMILLER | EXPLORER PAY 4/17-6/2/2023 | | 480.00 |
| Total 109698: | | | | 480.00 |
| 109699 | TRI COUNTY BOARD UP | BOARD-UP - 1519 MADISON | CODE ENFORCEMENT | 120.00 |
| 109699 | TRI COUNTY BOARD UP | BOARD-UP - 519 S. 5TH AVE | CODE ENFORCEMENT | 345.00 |
| Total 109699: | | | | 465.00 |
| 109700 | TWIN SUPPLIES, LTD. | 161 WATT LED LIIGHT BULBS | PUBLIC WORKS | 4,321.00 |
| 109700 | TWIN SUPPLIES, LTD. | PW-LEXINGTON 52W LED LIGHT BULBS | PUBLIC WORKS | 3,155.00 |
| 109700 | TWIN SUPPLIES, LTD. | PW-LEXINGTON 52W LED LIGHT BULBS | PUBLIC WORKS | 3,155.00 |
| Total 109700: | | | | 10,631.00 |
| 109701 | ZARNOTH BRUSH WORKS, INC. | SWEEPER BROOMS | PUBLIC WORKS | 2,670.00 |
| Total 109701: | | | | 2,670.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| 109702 | A GREATER GOOD FOUNDATION | JUNETEENTH CELEBRATION | PRESIDENT & TRUSTEES | 300.00 |
| Total 109702: | | | | 300.00 |
| 109703 | Copy Cat Cleaning Corporation | CLEAN/STRIP/WAX FLOORS *200 S 5TH | PARKS & RECREATION | 4,840.00 |
| Total 109703: | | | | 4,840.00 |
| 109704 | Franciso Alvarez | REPAIR DAMAGED DOORS/ 200 S 5TH | PARKS & RECREATION | 4,800.00 |
| 109704 | Franciso Alvarez | RPR STAIRCASE/CEILING/OUTLETS | PARKS & RECREATION | 4,300.00 |
| 109704 | Franciso Alvarez | INSTALLATION OF TV'S 5 | PARKS & RECREATION | 2,800.00 |
| 109704 | Franciso Alvarez | INSTALLATION OF TV'S | PARKS & RECREATION | 750.00 |
| Total 109704: | | | | 12,650.00 |
| 109705 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 805 S. 10TH AV | CODE ENFORCEMENT | 80.00 |
| 109705 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 2027 S. 3RD AV | CODE ENFORCEMENT | 350.00 |
| 109705 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 1101 S. 1ST AV | CODE ENFORCEMENT | 250.00 |
| 109705 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 611 S. 23RD AV | CODE ENFORCEMENT | 250.00 |
| 109705 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 1716 S. 8TH AV | CODE ENFORCEMENT | 250.00 |
| 109705 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 2104 S. 4TH AV | CODE ENFORCEMENT | 180.00 |
| 109705 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 1835 S. 6TH AV | CODE ENFORCEMENT | 180.00 |
| 109705 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 901 S. 4TH AVE | CODE ENFORCEMENT | 250.00 |
| 109705 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 1839 S. 6TH AV | CODE ENFORCEMENT | 80.00 |
| 109705 | A-1 Cutting Edge Landscaping | LANDSCAPING/CLEAN-UP - 1820 S. 13TH A | CODE ENFORCEMENT | 150.00 |
| Total 109705: | | | | 2,020.00 |
| 109706 | AA RENTAL CENTER | CHAIR RENTAL *STREET NAMING CEREMO | PRESIDENT & TRUSTEES | 335.00 |
| Total 109706: | | | | 335.00 |
| 109707 | AARON PEPPERS | REIMB. NLC CONFERENCE EXPENSE | PRESIDENT & TRUSTEES | 308.24 |
| Total 109707: | | | | 308.24 |
| 109708 | ACCOUNTEMPS | SERVICE WEEK 6/02 *M.MIDDLETON | FINANCE | 1,769.00 |
| 109708 | ACCOUNTEMPS | SERVICE WEEK 6/02 *KIMBERLY WOLF | WATER COLLECTIONS | 812.40 |
| Total 109708: | | | | 2,581.40 |
| 109709 | ACCUTRON | REIMB. LAPTOP *DOJ COORDINATOR | | 1,661.78 |
| Total 109709: | | | | 1,661.78 |
| 109710 | AL PIEMONTE FORD SALES, INC. | POL-NEW VEHICLE | POLICE | 42,309.00 |
| 109710 | AL PIEMONTE FORD SALES, INC. | POL-NEW VEHICLE | POLICE | 42,309.00 |
| Total 109710: | | | | 84,618.00 |
| 109711 | ALEXZONDREA TAYLOR | P&F-CLERICAL WORK 5/29-6/9/2023 | POLICE & FIRE COMMISSION | 800.00 |
| Total 109711: | | | | 800.00 |
| 109712 | AMALGAMATED BANK OF CHICAGO | ADMIN FEE 6/1/2023-5/31/2024 | FINANCE | 500.00 |
| Total 109712: | | | | 500.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| 109713 | American Welding & Gas Inc. | FIR- OXYGEN CYLINDERS RENTAL | FIRE | 413.75 |
| Total 109713: | | | | 413.75 |
| 109714 | AT&T | FIN-708Z5302511724 2/17-3/16/2023 | CENTRAL SERVICES | 14,198.14 |
| Total 109714: | | | | 14,198.14 |
| 109715 | AT&T | POL-7084504471 0957 2/26-3/25/2023 | CENTRAL SERVICES | 25,598.06 |
| Total 109715: | | | | 25,598.06 |
| 109716 | AUTOZONE | FIR-AUTO SUPPLIES | FIRE | 35.36 |
| Total 109716: | | | | 35.36 |
| 109717 | CARGILL, INCORPORATED | BULK SALT 275K TONS | MOTOR FUEL TAX | 21,832.30 |
| Total 109717: | | | | 21,832.30 |
| 109718 | CINTAS CORPORATION #344 | WATER-UNIFORM SERVICE | WATER & SEWER MAINTENANCE | 138.75 |
| 109718 | CINTAS CORPORATION #344 | WATER-UNIFORM SERVICE | WATER & SEWER MAINTENANCE | 138.75 |
| Total 109718: | | | | 277.50 |
| 109719 | DMMusic LLC | DJ SERVICES *CARIBEAN FEST | PRESIDENT & TRUSTEES | 1,200.00 |
| Total 109719: | | | | 1,200.00 |
| 109720 | Emergency Vehicles Plus | FIR-AMBULANCE BUMPER REPLACEMENT | FIRE | 2,328.47 |
| Total 109720: | | | | 2,328.47 |
| 109721 | FIRE INVESTIGATORS STRIKE | 2023 TASK FORCE MEMBERSHIIP DUES | FIRE | 75.00 |
| Total 109721: | | | | 75.00 |
| 109722 | GENE WASHINGTON | P&F-MEETING *06/08/2023 | POLICE & FIRE COMMISSION | 150.00 |
| Total 109722: | | | | 150.00 |
| 109723 | GEORGE EDUCATION SERVICES LLC | CITIES ADDRESSING FEES & FINES *CAFF | VILLAGE MANAGER | 2,510.00 |
| Total 109723: | | | | 2,510.00 |
| 109724 | Globe Life Liberty National Division | PAYROLL DEDUCTIONS APRIL 2023 | | 7,069.31 |
| Total 109724: | | | | 7,069.31 |
| 109725 | GLORIA A. CLAY | P&F-MEETING *06/08/2023 | POLICE & FIRE COMMISSION | 200.00 |
| Total 109725: | | | | 200.00 |
| 109726 | Ian Canovi | CONSULTING SERVICES WK ENDING 6/10/ | COMMUNITY DEVELOPMENT | 1,265.00 |
| Total 109726: | | | | 1,265.00 |
| 109727 | INFO MAPLE CONSULTING LLC | PAYMENT FOR SERVICES *EQUITABLY CAF | VILLAGE MANAGER | 12,940.00 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109727: | | | | 12,940.00 |
| 109728 | JAMES T BREWER | P&F-MEETING *06/08/2023 | POLICE & FIRE COMMISSION | 150.00 |
| Total 109728: | | | | 150.00 |
| 109729 | Jimmy Kifarkis | CONTRACTOR - ELECTRICIAN (5/302023-6/ | CODE ENFORCEMENT | 1,200.00 |
| Total 109729: | | | | 1,200.00 |
| 109730 | JKS VENTURES, INC. | GRADE 8 LIMESTONE | MOTOR FUEL TAX | 1,653.50 |
| 109730 | JKS VENTURES, INC. | 3/4" LIMESTONE | MOTOR FUEL TAX | 1,460.00 |
| 109730 | JKS VENTURES, INC. | PW-3/4 LIMESTONE & GRADE 8 LIMESTON | MOTOR FUEL TAX | 1,654.00 |
| Total 109730: | | | | 4,767.50 |
| 109731 | LINDA GANT | REIMB.PAYROLL DEDUCTIONS/INS | HUMAN RESOURCES | 146.24 |
| Total 109731: | | | | 146.24 |
| 109732 | MARCELLUS CASSIUS WELLS | P&F-MEETING *06/08/2023 | POLICE & FIRE COMMISSION | 150.00 |
| Total 109732: | | | | 150.00 |
| 109733 | MARK DWYER | CONTRACTOR - PLUMBING (5/302023-6/8/2 | CODE ENFORCEMENT | 1,500.00 |
| Total 109733: | | | | 1,500.00 |
| 109734 | MAXINFLABLES | BOUNCEHOUSE *JUNETEENTH | PRESIDENT & TRUSTEES | 220.00 |
| Total 109734: | | | | 220.00 |
| 109735 | MCKESSON MEDICAL-SURGICAL INC | FIR-RESTRAINTS FOR AMBULANCE COT | FIRE | 298.58 |
| Total 109735: | | | | 298.58 |
| 109736 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 167.20 |
| 109736 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 23.79 |
| 109736 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 24.98 |
| 109736 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 33.82 |
| 109736 | ODP BUSINESS SOLUTIONS LLC | WATER-OFFICE SUPPLIES | WATER COLLECTIONS | 127.89 |
| 109736 | ODP BUSINESS SOLUTIONS LLC | FIN-OFFICE SUPPLIES | FINANCE | 179.78 |
| Total 109736: | | | | 557.46 |
| 109737 | PEP BOYS | M18694- BRAKE INSPECTION | POLICE | 292.90 |
| 109737 | PEP BOYS | M217595 ADV TA SPORT/BRAKES/ROTORS/ | POLICE | 2,329.26 |
| 109737 | PEP BOYS | MP16181-THROTTLE BODY/CATALYTIC CO | POLICE | 3,868.24 |
| 109737 | PEP BOYS | M217317-ADVANTAGE CONTROL | POLICE | 989.32 |
| 109737 | PEP BOYS | MP18694 ENG DIAGN/PURGE VALVE | POLICE | 292.90 |
| 109737 | PEP BOYS | POL-M217317-OIL/BRAKE INSPC | POLICE | 63.00 |
| 109737 | PEP BOYS | MP18171-POL-OIL CHANGE/TUNE UP | POLICE | 570.53 |
| Total 109737: | | | | 8,406.15 |
| 109738 | PITNEY BOWES | EQUIPMENT RENTAL 03/01/2023-05/29/2023 | FINANCE | 886.65 |

| Check Number | Name | Description | Invoice GL Account Segment Title | Extended Price |
|---|---|---|---|---|
| Total 109738: | | | | 886.65 |
| 109739 | PLOTE CONSTRUCTION INC. D.B.A. | COLD PATCH | MOTOR FUEL TAX | 2,025.00 |
| Total 109739: | | | | 2,025.00 |
| 109740 | QUILL CORPORATION | FIN-OFFICE SUPPLIES | FINANCE | 140.26 |
| Total 109740: | | | | 140.26 |
| 109741 | READITH ESTER | P&F-MEETING *06/08/2023 | POLICE & FIRE COMMISSION | 150.00 |
| Total 109741: | | | | 150.00 |
| 109742 | T-Mobile USA | CODE LAP TOPS | CODE ENFORCEMENT | 206.70 |
| Total 109742: | | | | 206.70 |
| 109743 | UNIFORM & ACCESSORIES | HOMELAND SECURITY UNIFORMS | POLICE | 1,309.54 |
| Total 109743: | | | | 1,309.54 |
| 109744 | VCG UNIFORM/CARLSON MURRAY | FIR-UNIFORMS D. CERULLO | FIRE | 164.80 |
| Total 109744: | | | | 164.80 |
| 109745 | VILLAGE OF MELROSE PARK | ACCT #422000-001 04/20/23-05/19/2023 | WATER COLLECTIONS | 16,130.07 |
| Total 109745: | | | | 16,130.07 |
| 109746 | WIGIT'S TRUCK SERVICE | FIR-AMBULANCE 500 REPAIRS | FIRE | 870.28 |
| 109746 | WIGIT'S TRUCK SERVICE | FIR-AMBULANCE 500 TRANS SERVICE | FIRE | 3,213.69 |
| Total 109746: | | | | 4,083.97 |
| 109747 | Woodlake Occupational Health | OCCUPATIONAL HEALTH SERVICES | HUMAN RESOURCES | 2,460.00 |
| 109747 | Woodlake Occupational Health | OCCUPATIONAL HEALTH SERVICES | HUMAN RESOURCES | 1,371.00 |
| Total 109747: | | | | 3,831.00 |
| 109748 | Xavier Doyle | HOMELAND SECURITY FIRST AID INSTRUC | POLICE | 323.08 |
| Total 109748: | | | | 323.08 |
| Grand Totals: | | | | 3,641,382.77 |

VILLAGE OF MAYOOD

Warrant List #200538 through June 16, 2023

The President and Board of Trustees of the Village of Maywood approve the following Warrant, as stated below and authorize the payment when funds are available.

_____
President

_____
Village Manager

Attest

_____
Clerk

# VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, IL 60153 - www.Maywood-IL.org

April 30, 2023

National League of Cities - Good Jobs, Great Cities

The Village of Maywood is a predominantly Black community of more than 25K centrally located within 15-20 minutes of Downtown Chicago (East), O'Hare International Airport (North), and Midway International Airport (South). As we are looking towards Moving Maywood Forward Together, we are working to address the areas of negative impact that have made Maywood the most underserved community in the western suburbs. When you look at data we have the follow Elements of a Healthy Community, that negatively impact our community based on data:

- ✓ Owner Occupied Housing: 62.6%
- ✓ High School Graduation Rate (ages 25+): 78.5%
- ✓ Bachelor's degree or Higher (ages 25+): 13.6%
- ✓ Median Income: $56,523
- ✓ Poverty Rate: 11.7%
- ✓ Education
  - School District 89 (Ranks 739th out of 814 K-8th)
  - Irving Middle School (Ranks 1,154th out of 1,381 Middle Schools)
  - Proviso East High School (Ranks 631st out of 700 Illinois high schools)
- ✓ Represents Highest Health Issues Amongst Suburban Cook County
  - Heart Disease, Strokes, Diabetes, Mental Health, Life Expectancy, Lead Service Lines (#23 out of 1,300), Overdoses, Homicides, and Workforce

We are working with the Illinois Department of Commerce Office of Economic Opportunity on addressing Clean Energy Jobs Act (CEJA). We need assistance in capacity building, strategic planning, and organizational structure. We have partners within the community that are ready to do the work to move us forward. Access to Good Jobs, Good Cities Academy would help us in building out of workforce ecosystem along with developing and expanding our current initiatives and practices. The academy would be impactful in leveraging and allocating funds and resources needed to take our community to the next level. Our prayer is that the National League of Cities will select the Village of Maywood as a partner to join the academy.

Nathaniel George Booker
Mayor, Village of Maywood
nbooker@maywood-il.org

**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 **ACTING VILLAGE MANAGER**, James Krischke

**FOR IMMEDIATE RELEASE**
May 23, 2023

Contact: LaSondra Banks, Director of Community Engagement
708.450.6366 / lbanks@maywood-il.org

# Village of Maywood Partners with National League Cities and Department of Labor to Create New Jobs

The Village of Maywood is proud to join a new peer-learning cohort led by the National League of Cities (NLC) and the *Department of Labor* (DOL) to accelerate city efforts to design, develop, and launch a workforce initiative to build pathways into good jobs. The Good Jobs, Great Cities Learning Network will work with municipalities to spur innovative and scalable city-supported solutions that upskill and reskill workers into quality, high-demand jobs in infrastructure, clean energy, and advanced manufacturing jobs made possible by investments from the ***Bipartisan Infrastructure Law*** (BIL), the ***CHIPS and Science Act***, and the ***Inflation Reduction Act*** (IRA).

***Good Jobs, Great Cities*** Academy will benefit from the unique opportunity to engage with NLC, USDOL, other federal agencies, national thought leaders and their peer cities to:

- ✓ Identify and convene employers and other stakeholders within a targeted subsector relating to infrastructure, clean energy, or advanced manufacturing evolving long term economic vitality
- ✓ Identify and address gaps and/or shortcomings in their education and workforce ecosystem, allowing them to develop new, or scale existing successful initiatives
- ✓ Be better positioned to address the multi-faceted structural issues many groups of workers face (including opportunity youth, women, workers of color, Indigenous workers, workers in rural communities, justice impacted individuals, veterans, parenting workers, etc.) in accessing good jobs, and connect such workers to equitable and meaningful postsecondary and workforce opportunities;
- ✓ Learn how to effectively leverage and allocate funds and other resources to support their goals for addressing their workforce needs
- ✓ Strengthen policy and practice by intentionally building connections to supportive services for workers, and connecting to the care economy (including childcare, healthcare and mental health as key supports for workers)

"As we look to Moving Maywood Forward Together, I could not be happier about the partnership and collaboration with NLC and the federal government. We are excited to continue shifting the culture here in the Village of Eternal Light, says ***Mayor Nathaniel George Booker***."

**VILLAGE PRESIDENT,** Mayor Nathaniel George Booker
**BOARD OF TRUSTEES**
Antonio Sanchez, Shabaun Reyes-Plummer, Miguel Jones, Melvin Lightford, Aaron Peppers, Isiah Brandon

118TH CONGRESS
1ST SESSION

# S. _____

To enhance safety requirements for trains transporting hazardous materials, and for other purposes.

---

IN THE SENATE OF THE UNITED STATES

---

Mr. BROWN (for himself, Mr. VANCE, Mr. CASEY, Mr. RUBIO, Mr. FETTERMAN, and Mr. HAWLEY) introduced the following bill; which was read twice and referred to the Committee on _____

---

# A BILL

To enhance safety requirements for trains transporting hazardous materials, and for other purposes.

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

**SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

(a) SHORT TITLE.—This Act may be cited as the ''Railway Safety Act of 2023''.

(b) TABLE OF CONTENTS.—The table of contents for this Act is as follows:

Sec. 1. Short title; table of contents.
Sec. 2. Defined term.
Sec. 3. Safety requirements for trains transporting hazardous materials.
Sec. 4. Rail car inspections.
Sec. 5. Defect detectors.
Sec. 6. Safe Freight Act of 2023.

Sec. 7. Increasing maximum civil penalties for violations of rail safety regulations.
Sec. 8. Safer tank cars.
Sec. 9. Hazardous materials training for first responders.
Sec. 10. Rail safety infrastructure research and development grants.
Sec. 11. Appropriations for tank car research and development.

**SEC. 2. DEFINED TERM.**

In this Act, the term ''Secretary'' means the Secretary of Transportation.

**SEC. 3. SAFETY REQUIREMENTS FOR TRAINS TRANSPORTING HAZARDOUS MATERIALS.**

(a) RULEMAKING.—Not later than 1 year after the date of the enactment of this Act, the Secretary shall issue regulations, or modify existing regulations, establishing safety requirements, in accordance with subsection (b), with which a shipper or rail carrier operating a train transporting hazardous materials that is not subject to the requirements for a high-hazard flammable train under section 174.310 of title 49, Code of Federal Regulations, shall comply with respect to the operation of each such train and the maintenance of specification tank cars.

(b) REQUIREMENTS.—The regulations issued pursuant to subsection (a) shall require shippers and rail carriers—

(1) to provide advance notification and information regarding the transportation of hazardous materials described in subsection (a) to each State emergency response commissioner, the tribal emergency

response commission, or any other State or tribal agency responsible for receiving the information notification for emergency response planning information;

(2) to include, in the notification provided pursuant to paragraph (1), a written gas discharge plan with respect to the applicable hazardous materials being transported; and

(3) to reduce or eliminate blocked crossings resulting from delays in train movements.

(c) ADDITIONAL REQUIREMENTS.—In developing the regulations required under subsection (a), the Secretary shall include requirements regarding—

(1) train length and weight;

(2) train consist;

(3) route analysis and selection;

(4) speed restrictions;

(5) track standards;

(6) track, bridge, and rail car maintenance;

(7) signaling and train control;

(8) response plans; and

(9) any other requirements that the Secretary determines are necessary.

(d) HIGH-HAZARD FLAMMABLE TRAINS.—The Secretary may modify the safety requirements for trains sub-

ject to section 174.310 of title 49, Code of Federal Regulations, to satisfy, in whole or in part, the rulemaking required under subsection (a).

**SEC. 4. RAIL CAR INSPECTIONS.**

(a) RULEMAKING.—

(1) INSPECTION REQUIREMENTS.—Not later than 1 year after date of the enactment of this Act, the Secretary shall review and update, as necessary, applicable regulations under chapters I and II of subtitle B of title 49, Code of Federal Regulations—

(A) to create minimum time requirements that a qualified mechanical inspector must spend when inspecting a rail car or locomotive; and

(B) to ensure that all rail cars and locomotives in train consists that carry hazardous materials are inspected by a qualified mechanical inspector at intervals determined by the Secretary.

(2) ABBREVIATED PRE-DEPARTURE INSPECTION.—The Secretary shall immediately amend section 215.13(c) of title 49, Code of Federal Regulations (permitting an abbreviated pre-departure inspection procedure) with respect to rail cars in train consists carrying hazardous materials.

(b) AUDITS.—

(1) IN GENERAL.—Not later than 60 days after the date of the enactment of this Act, the Secretary shall initiate audits of Federal rail car inspection programs, subject to the requirements under part 215 of title 49, Code of Federal Regulations, which—

(A) consider whether such programs are in compliance with such part 215;

(B) assess the type and content of training and performance metrics that such programs provide rail car inspectors;

(C) determine whether such programs provide inspectors with adequate time to inspect rail cars;

(D) determine whether such programs reflect the current operating practices of the railroad carrier; and

(E) ensure that inspection programs are not overly reliant on train crews.

(2) AUDIT SCHEDULING.—The Secretary shall—

(A) schedule the audits required under paragraph (1) to ensure that—

(i) each Class I railroad is audited not less frequently than once every 5 years; and

(ii) a select number, as determined by the Secretary, of Class II and Class III railroads are audited annually; and

(B) conduct the audits described in subparagraph (A)(ii) in accordance with—

(i) the Small Business Regulatory Enforcement Fairness Act of 1996 (5 U.S.C. 601 note); and

(ii) appendix C of part 209 of title 49, Code of Federal Regulations.

(3) UPDATES TO INSPECTION PROGRAM.—If, during an audit required under this subsection, the auditor identifies a deficiency in a railroad's inspection program, the railroad shall update the program to eliminate such deficiency.

(4) CONSULTATION AND COOPERATION.—

(A) CONSULTATION.—In conducting any audit required under this subsection, the Secretary shall consult with the railroad being audited and its employees, including any nonprofit employee labor organization representing the mechanical employees of the railroad.

(B) COOPERATION.—The railroad being audited and its employees, including any nonprofit employee labor organization representing mechanical employees, shall fully cooperate with any audit conducted pursuant to this subsection—

(i) by providing any relevant documents requested; and

(ii) by making available any employees for interview without undue delay or obstruction.

(C) FAILURE TO COOPERATE.—If the Secretary determines that a railroad or any of its employees, including any nonprofit employee labor organization representing mechanical employees of the railroad is not fully cooperating with an audit conducted pursuant to this subsection, the Secretary shall electronically notify the Committee on Commerce, Science, and Transportation of the Senate and the Committee on Transportation and Infrastructure of the House of Representatives of such noncooperation.

(c) REVIEW OF REGULATIONS.—The Secretary shall triennially determine whether any update to part 215 of

title 49, Code of Federal Regulations, is necessary to ensure the safety of rail cars transported by rail carriers.

(d) ANNUAL REPORT.—The Secretary shall publish an annual report on the public website of the Federal Railroad Administration that—

(1) summarizes the findings of the prior year's audits;

(2) summarizes any updates made pursuant to this section; and

(3) excludes any confidential business information or sensitive security information.

(e) RULE OF CONSTRUCTION.—Nothing in this section may be construed—

(1) to limit the deployment of pilot programs for the installation, test, verification, and review of automated rail and train inspection technologies; or

(2) to direct the Secretary to waive any existing inspection requirements under chapter I or II of subtitle B of title 49, Code of Federal Regulations, as part of pilot programs.

**SEC. 5. DEFECT DETECTORS.**

(a) RULEMAKING.—Not later than 1 year after the date of the enactment of this Act, the Secretary shall issue regulations establishing requirements for the installation, repair, testing, maintenance, and operation of wayside de-

fect detectors for each rail carrier operating a train consist carrying hazardous materials.

(b) REQUIREMENTS.—The regulations issued pursuant to subsection (a) shall include requirements regarding—

(1) the frequency of the placement of wayside defect detectors, including a requirement that all Class I railroads install a hotbox detector along every 10-mile segment of rail track over which trains carrying hazardous materials operate;

(2) performance standards for such detectors;

(3) the maintenance and repair requirements for such detectors;

(4) reporting data and maintenance records of such detectors;

(5) appropriate steps the rail carrier must take when receiving an alert of a defect or failure from or regarding a wayside defect detector; and

(6) the use of hotbox detectors to prevent derailments from wheel bearing failures, including—

(A) the temperatures, to be specified by the Secretary, at which an alert from a hotbox detector is triggered to warn of a potential wheel bearing failure; and

(B) any actions that shall be taken by a rail carrier upon receiving an alert from a hot-box detector of a potential wheel bearing failure.

(c) DEFECT AND FAILURE IDENTIFICATION.—The Secretary shall specify the categories of defects and failures that wayside defect detectors covered by regulations issued pursuant to subsection (a) shall address, including—

(1) axles;

(2) wheel bearings;

(3) brakes;

(4) signals;

(5) wheel impacts; and

(6) other defects or failures specified by the Secretary.

**SEC. 6. SAFE FREIGHT ACT OF 2023.**

(a) SHORT TITLE.—This section may be cited as the ''Safe Freight Act of 2023''.

(b) FREIGHT TRAIN CREW SIZE.—Subchapter II of chapter 201 of title 49, United States Code, is amended by inserting after section 20153 the following:

**''§ 20154. Freight train crew size safety standards**

''(a) MINIMUM CREW SIZE.—No freight train may be operated without a 2-person crew consisting of at least 1

appropriately qualified and certified conductor and 1 appropriately qualified and certified locomotive engineer.

''(b) EXCEPTIONS.—Except as provided in subsection (c), the requirement under subsection (a) shall not apply with respect to—

''(1) train operations on track that is not a main line track;

''(2) a freight train operated—

''(A) by a railroad carrier that has fewer than 400,000 total employee work hours annually and less than $40,000,000 annual revenue (adjusted for inflation, as calculated by the Surface Transportation Board Railroad Inflation-Adjusted Index and Deflator Factor Table);

''(B) at a speed of not more than 25 miles per hour; and

''(C) on a track with an average track grade of less than 2 percent for any segment of track that is at least 2 continuous miles;

''(3) locomotives performing assistance to a train that has incurred mechanical failure or lacks the power to traverse difficult terrain, including traveling to or from the location where assistance is provided;

''(4) locomotives that—

''(A) are not attached to any equipment or are attached only to a caboose; and

''(B) do not travel father than 30 miles from the point of origin of such locomotive; and

''(5) train operations staffed with fewer than a 2-person crew at least 1 year before the date of enactment of this section, if the Secretary determines that such operations achieve an equivalent level of safety as would result from compliance with the requirement under subsection (a).

''(c) TRAINS INELIGIBLE FOR EXCEPTION.—The exceptions under subsection (b) may not be applied to—

''(1) a train transporting 1 or more loaded cars carrying material toxic by inhalation (as defined in section 171.8 of title 49, Code of Federal Regulations);

''(2) a train transporting—

''(A) 20 or more loaded tank cars of a Class 2 material or a Class 3 flammable liquid in a continuous block; or

''(B) 35 or more loaded tank cars of a Class 2 material or a Class 3 flammable liquid throughout the train consist; or

''(3) a train with a total length of at least 7,500 feet.

''(d) WAIVER.—A railroad carrier may seek a waiver of the requirements under this section in accordance with section 20103(d).''.

(c) CLERICAL AMENDMENT.—The analysis for subchapter II of chapter 201 of title 49, United States Code, is amended by inserting after the item relating to section 20153 the following:

''20154. Freight train crew size.''.

**SEC. 7. INCREASING MAXIMUM CIVIL PENALTIES FOR VIOLATIONS OF RAIL SAFETY REGULATIONS.**

(a) CIVIL PENALTIES RELATED TO TRANSPORTING HAZARDOUS MATERIALS.—Section 5123(a) of title 49, United States Code, is amended—

(1) in paragraph (1), in the matter preceding subparagraph (A), by striking ''$75,000'' and inserting ''the greater of 0.5 percent of the person's annual income or annual operating income or $750,000''; and

(2) in paragraph (2), by striking ''$175,000'' and inserting ''the greater of 1 percent of the person's annual income or annual operating income or $1,750,000''.

(b) GENERAL VIOLATIONS OF CHAPTER 201.—Section 21301(a)(2) of title 49, United States Code, is amended—

(1) by striking ''$25,000.'' and inserting ''the greater of 0.5 percent of the person's annual income or annual operating income or $250,000''; and

(2) by striking ''$100,000.'' and inserting ''the greater of 1 percent of the person's annual income or annual operating income or $1,000,000''.

(c) ACCIDENT AND INCIDENT VIOLATIONS OF CHAPTER 201; VIOLATIONS OF CHAPTERS 203 THROUGH 209.—Section 21302(a) is amended—

(1) in paragraph (1), by striking ''203–209'' each place it appears and inserting ''203 through 209''; and

(2) in paragraph (2)—

(A) by striking ''$25,000'' and inserting ''the greater of 0.5 percent of the person's annual income or annual operating income or $250,000''; and

(B) by striking ''$100,000'' and inserting ''the greater of 1 percent of the person's annual income or annual operating income or $1,000,000''.

(d) VIOLATIONS OF CHAPTER 211.—Section 21303(a)(2) is amended—

(1) by striking ''$25,000.'' and inserting ''the greater of 0.5 percent of the person's annual income or annual operating income or $250,000''; and

(2) by striking ''$100,000.'' and inserting ''the greater of 1 percent of the person's annual income or annual operating income or $1,000,000''.

**SEC. 8. SAFER TANK CARS.**

(a) PHASE-OUT SCHEDULE.—Beginning on May 1, 2025, a rail carrier may not use DOT–111 specification railroad tank cars that do not comply with DOT–117, DOT–117P, or DOT–117R specification requirements, as in effect on the date of enactment of this Act, to transport Class 3 flammable liquids regardless of the composition of the train consist.

(b) CONFORMING REGULATORY AMENDMENTS.—

(1) IN GENERAL.—The Secretary—

(A) shall immediately remove or revise the date-specific deadlines in any applicable regulations or orders to the extent necessary to conform with the requirement under subsection (a); and

(B) may not enforce any date-specific deadlines or requirements that are inconsistent with the requirement under subsection (a).

(2) RULE OF CONSTRUCTION.—Except as required under paragraph (1), nothing in this section may be construed to require the Secretary to issue regulations to implement this section.

**SEC. 9. HAZARDOUS MATERIALS TRAINING FOR FIRST RESPONDERS.**

(a) ANNUAL REGISTRATION FEE.—Section 5108(g) of title 49, United States Code, is amended by adding at the end the following:

''(4) ADDITIONAL FEE FOR CLASS I RAIL CARRIERS.—In addition to the fees collected pursuant to paragraphs (1) and (2), the Secretary shall establish and annually impose and collect from each Class I rail carrier a fee in an amount equal to $1,000,000.''.

(b) ASSISTANCE FOR LOCAL EMERGENCY RESPONSE TRAINING.—Section 5116(j)(1)(A) of title 49, United States Code, is amended—

(1) by striking ''liquids'' and inserting ''materials''; and

(2) in paragraph (3), by amending subparagraph (A) to read as follows:

''(A) IN GENERAL.—To carry out the grant program established pursuant to para-

graph (1),the Secretary may expend, during each fiscal year—

"(i) the amounts collected pursuant to section 5108(g)(4); and

"(ii) any amounts recovered during such fiscal year from grants awarded under this section during a prior fiscal year.".

(c) SUPPLEMENTAL TRAINING GRANTS.—Section 5128(b)(4) of title 49, United States Code is amended by striking "$2,000,000" and inserting "$4,000,000".

**SEC. 10. RAIL SAFETY INFRASTRUCTURE RESEARCH AND DEVELOPMENT GRANTS.**

(a) RESEARCH REQUIREMENT.—The Administrator of the Federal Railroad Administration shall award grants, in accordance with section 22907 of title 49, United States Code, and the restrictions and limitations on eligibility for Class I railroads under such section, for research and development of wayside defect detectors to better prevent the derailment of trains transporting hazardous materials.

(b) FUNDING.—

(1) APPROPRIATION.—There is appropriated to the Federal Railroad Administration, out of any funds in the Treasury not otherwise appropriated,

$22,000,000, which shall be used for the grants authorized under subsection (a) for the improvement and research of wayside defect defectors and the prevention of derailments of trains containing hazardous materials.

(2) AVAILABILITY OF FUNDING.—Amounts appropriated under this subsection shall remain available until expended

**SEC. 11. APPROPRIATIONS FOR TANK CAR RESEARCH AND DEVELOPMENT.**

There is appropriated to the Pipeline and Hazardous Materials Safety Administration, out of any funds in the Treasury not otherwise appropriated, $5,000,000, which shall be used for expenses related to the development of—

(1) stronger, safer tank cars and valves for tank cars; and

(2) other tank car safety features.

# RAISE THE BAR: LEAD THE WORLD

*EXECUTIVE SUMMARY*

## WHAT IS RAISE THE BAR: LEAD THE WORLD?

"Raise the Bar: Lead the World" is the U.S. Department of Education's call to action to transform P-12 education and unite around what truly works—based on decades of experience and research—to advance educational equity and excellence.

Raising the bar means recognizing that our nation already has what it takes to lead the world—if we deliver a comprehensive, rigorous education for every student; boldly improve conditions for learning; and ensure every student has a pathway to multilingualism and to college and careers.

When we partner with parents, families, and educators to raise the bar in education, all our nation's students will build the skills to thrive inside and outside of school. Our students will reach new heights in the classroom, in their careers, and in their enriched lives and communities, making a positive difference in the world, for generations to come.

## WHAT IS THE U.S. DEPARTMENT OF EDUCATION'S FOCUS?

Over the next year, the Department will focus on providing tools, resources, and assistance to states, districts, and schools to advance the three focus areas below, which are connected to six strategies aimed at promoting academic excellence for every learner and better preparing our nation for global competitiveness.

The focus areas for the Department have been shaped by the extensive learning we've gathered from those in the field, including parents and families; state, district, and school leaders; teachers; workforce partners, and other stakeholders. There has never been a more important time for us to intentionally collaborate so that, together, we can prepare our students to truly thrive.

As we move this work forward together, the Department will continue to engage directly with parents and families about what's working, what's not, and what they want to see for their children's education, and we will work to help parents and families be true partners with their child's school.

1. ***Assist states and districts in achieving academic recovery and excellence by supporting the conditions to accelerate learning and offer a comprehensive and rigorous education for every student.*** This includes efforts such as supporting innovative teaching and learning models; promoting more and better individual and small-group support for students, such as through high-dosage tutoring; increasing access to strong science, technology, engineering, math (STEM) and arts education; improving funding for education; promoting more equitable school

disciplinary practices; and expanding access to high-quality afterschool and summer learning and enrichment programs.

2. ***Boldly support improved learning conditions by working to eliminate the teacher shortage and investing in every student's mental health and well-being.*** This includes efforts such as promoting better pay, working conditions, retention strategies, and professional development for teachers and specialized instructional support personnel; strengthening and diversifying the teacher pipeline; and increasing access to school-based mental health professionals and community schools for our students.

3. ***Prepare all students for global competitiveness and engagement by reimagining college and career pathways and providing better opportunities for our students to become multilingual.*** This includes efforts to establish and scale career and college pathways that lead to students earning industry-recognized credentials and securing in-demand jobs and providing more and better opportunities for our students to become multilingual.

## WHAT ARE THE STRATEGIES THAT THE DEPARTMENT IS USING TO ADVANCE THIS WORK?

1. ***Accelerate Learning for Every Student:*** Advance academic recovery and work to close academic achievement gaps by elevating efforts showing the greatest promise through the Department's Best Practices Clearinghouse; continue to develop guidance and bolster technical assistance efforts; support the field to expand access to high-quality afterschool, summer learning, and enrichment programs through the Engage Every Student initiative; and support states, districts, and community-based organizations in providing high-quality tutoring, mentoring, and other supports to students through the National Partnership for Student Success, working toward the President's goal of an additional 250,000 adults in these roles. Tackle student chronic absenteeism, in partnership with educators and families, through a multi-state collaborative in two areas: finding missing students and strengthening state accountability systems through the Student Engagement and Activities Center; and provide districts with support to implement evidence-based strategies that promote academic recovery through the Comprehensive Center Networks and the National Center for Education Research. The Department also will continue to work with states and districts to leverage American Rescue Plan (ARP) funds to accelerate students' learning. Via the School Pulse Panel and other tools, the Department will continue to track ARP spending and support schools so they may address their evolving on-the-ground challenges and opportunities. Additionally, through the *Raise the Bar Math and Literacy* series, the Department surfaced the latest evidence-based practices and highlighted promising recovery strategies that districts successfully are pursuing.

2. ***Deliver a Comprehensive and Rigorous Education for Every Student:*** Support states and districts in providing every child with access to a rigorous and well-rounded education, with high-quality instruction that prepares them to be active, engaged, and lifelong learners; support developmentally appropriate early learning and promote access to high-quality preschool and full-day kindergarten as a sturdy bridge to the elementary grades; promote resources from the Department's Comprehensive Center Network focused on supporting effective teaching and

learning strategies; and advance equity through Title I and the Individuals with Disabilities Education Act (IDEA). Importantly, the Department will support the integration of the arts in a high-quality public school education through $36 million in continuation awards for the Assistance for Arts Education program, which promotes arts education for all students through activities such as professional development for educators and the creation of arts-based educational programs. The Department also will continue to build on the You Belong in STEM initiative; target grant funds toward activities that promote a well-rounded education; and highlight how formula funds, including $1 billion for 21st Century Community Learning Centers, can support high-quality summer learning and enrichment, afterschool programs, and financial literacy, among other areas. And through the Department's new Family Engagement Learning Series, we are focused on boosting families' engagement in their children's education and lifting up the voices of parents to support students' success.

3. ***Eliminate the Educator Shortage for Every School***: Work to ensure schools are appropriately staffed by supporting high-quality educator preparation, including teacher residencies and Registered Apprenticeship Programs for teachers, building on the approval of the first federally recognized apprenticeship program for teachers last year. Continue to build a strong educator workforce by supporting effective induction and professional learning programs and leadership opportunities for teachers; steward the effective implementation of Title II and IDEA discretionary grants to support high-quality teachers and school leaders; and continue to provide guidance to the field for how ARP funds can be used to hire and support educators. For decades, schools and districts have faced shortages in critical staffing areas, such as special education and bilingual education, disproportionately impacting students of color and students from low-income backgrounds. That is why the Department has devoted $400 million in federal funds to efforts that recruit, train, support, and retain talented educators, including an additional $129 million from fiscal year 2021 to 2023. To help ensure that teaching is a career that people from all backgrounds are eager to pursue, the Department also will help to expand pathways into the profession and support the early success of teachers of color, who currently make up less than 20 percent of the educator workforce. The Department will continue to advance initiatives and funding to improve educators' working conditions. We also will promote the need to increase teacher compensation and efforts that welcome teachers as full partners in improving education.

4. ***Invest in Every Student's Mental Health and Well-Being:*** Increase access to school-based mental health services for students and help to build schools that support students' overall wellness, in part, by working together with parents and educators to grow and scale community schools that offer wraparound supports and connections to vital healthcare and mental health services on site, both for children and their families. The national rise in psychological distress and the mental health needs of our youth—combined with the disruption brought about by the pandemic—continue to take a toll on our students' academic success and their physical, social, emotional, and mental well-being. Students are six times more likely to receive mental health services when those services are delivered in educational settings. That is why the Department also will continue to assist states to recruit and retain mental health professionals with support

from the Bipartisan Safer Communities Act (BSCA) and the Stronger Connections grant program. Additionally, the School-Based Mental Health Services and the Mental Health Service Professional Demonstration grant programs will help to meet the President's goal of doubling the number of mental health professionals nationwide. The Department also will work to strengthen the capacity of existing infrastructure to respond to youth mental health needs and to create a continuum of support for students and their families by maximizing the benefits of the Medicaid program to provide health and mental health services to Medicaid-enrolled children at schools.

5. ***Ensure Every Student Has a Pathway to College and a Career:*** Create and expand opportunities for all students to engage in innovative pathways that blur the lines between high school, college, and careers—propelling students to equitable and rewarding futures. These pathways provide four core experiences for all students: 1.) earning college credits through dual enrollment in general education and career-connected courses; 2.) participating in real-world, work-based learning with skilled professionals; 3.) earning their first industry-sought, in-demand credential(s); and 4.) receiving personalized career guidance that empowers them and their families to make real choices about their futures. Such pathways require intensive collaboration among high schools and school districts, community colleges and other higher education partners, as well as business and industry. Other stakeholders—such as state and local governments, workforce development organizations, and community-based organizations—also are key partners in the work. Through the Raise the Bar: Unlocking Career Success initiative, the Department also will partner with other federal agencies and external partners, build the capacity of school leaders, educators, parents, and communities to transform high schools, and create strong education-workforce strategies and systems that provide economic and social mobility for students and their families.

6. ***Provide Every Student with a Pathway to Multilingualism:*** Support the field to provide students in every state in the country with the opportunity to become multilingual and succeed in today's global economy by issuing new toolkits and guidance that will help to align current programming at the state and local levels to best practices for serving English learners. Expand nationwide access to multilingual and dual language education programs through unprecedented efforts to prepare and support a pipeline of diverse and talented multilingual educators, including through teaching fellowships and opportunities for paraprofessionals to gain bilingual certification; and work to ensure that English learners have the full range of educational opportunities available to them in school—including high-quality teachers, rigorous coursework, strong school-family partnerships, and other resources they need to succeed by providing technical assistance and guidance to states and districts. Multilingual and multicultural learners bring perspectives to our schools that promote open dialogue, increase collaboration and cultural competencies, and improve learning for all students. That is one important reason why the Department also will continue to provide support so that all our multilingual students and their families have access to educational experiences that affirm and protect their cultural and linguistic identities. The Department also will highlight the benefits of seals of biliteracy and other research-based strategies to support multilingual learners and engage multilingual parents. Additionally, the Department will offer a series of webinars through its National Clearinghouse for English Language Acquisition to provide teachers, school staff, education leaders, parents, families, and

policymakers around the country with the opportunity to hear expert speakers and connect to the latest research on all aspects of best serving English learners.

## WHAT IS THE DEPARTMENT DOING TO RAISE THE BAR?

The Department will continue to collaborate with parents and families, teachers, education leaders, and students to support them in doing what works in their communities and schools; provide technical assistance, resources, and tools on pressing topics, including learning acceleration; engage in interagency partnerships to better serve children and families; build communities of practice; and elevate promising practices that are making a positive, transformative difference in schools.

***For more, see a sampling of how the Department is advancing the strategies summarized above:***

### *Achieve Academic Excellence through Recovery and Learning Acceleration*

- Distributed, with record speed, $130 billion in ARP funds, which allowed schools to safely reopen their buildings and work to address their students' academic and mental health needs.

- Delivered historic increases in funds for students with the greatest needs, including:
    - An additional $1.9 billion for Title I to close achievement and opportunity gaps in our schools and assist students from low-income backgrounds.
    - An additional $1.26 billion for IDEA to support students with disabilities.
    - An additional $93 million for Title III to assist English learners and implement high-quality language instruction.

- In coordination with key partners, provided comprehensive assistance to states and districts through guidance, webinars, and communities of practice for effectively using ARP dollars to support students' academic recovery and mental health, address staffing shortages, and keep schools safe.

- Established best practices to focus ARP funds on high-impact strategies and ensure states and districts are meeting the law's requirements.

- Released a checklist to help parents engage with their children's schools about the ways in which ARP funds are being put to use, and to support parents in ensuring that these funds make a difference for their children.

- Mobilized the field to scale high-impact strategies that support students:
    - Launched the National Partnership for Student Success, a partnership with AmeriCorps and more than 120 organizations to recruit, support, and engage an additional 250,000 mentors, tutors, student success coaches, and others in roles that can accelerate students' learning and help them thrive.

    - Launched the Engage Every Student initiative to promote the expansion of summer learning and afterschool programs and ensure that every student who wants a spot in a high-quality, out-of-school-time program has one.

- Designed and enforced first-of-their kind "maintenance of equity" requirements for school funding systems, which are helping to protect high-poverty districts and schools from disproportionate and unfair cuts to their education funding.

*Achieve Academic Excellence through a Comprehensive and Rigorous Education for Every Student*

- Launched the YOU Belong in STEM initiative to scale equitable, high-quality science, technology, engineering, and mathematics (STEM) education from preschool through higher education.

- Released proposed amendments to Title IX to restore crucial protections for students against sex discrimination, including sex-based harassment and sexual assault, making it clear that Title IX protects students from discrimination on the basis of gender identity and pregnancy.

- Continued to encourage the use of Title IV funding to promote robust financial literacy at every level of education.

- Invested, annually, $1.4 billion across all 50 states to help students access a comprehensive and well-rounded education, including learning opportunities that engage parents and families, promote academic enrichment, and support student success.

- Awarded, annually, more than $1 billion through the 21st Century Community Learning Centers program to support summer school and afterschool programs, which may include financial literacy programs.

*Improve Learning Conditions by Eliminating the Teacher Shortage*

- Providing $2.69 billion in funding to states and districts through: Supporting Effective Instruction State Grants and the Teacher Quality Partnership, Supporting Effective Educator Development (SEED), Special Educator Preparation, Teacher and School Leader Incentive , State Personnel Development, and Augustus F. Hawkins Center of Excellence programs.

- Distributed new guidance making clear how Elementary and Secondary School Emergency Relief (ESSER) funds can be used to address educator shortages and support teachers. Districts are projected to spend $30 billion of their ESSER funds to support staffing.

- After the approval of the first federally recognized Registered Apprenticeship Program (RAP) for teachers by the Department of Labor last year, worked with external partners and Labor to expand high-quality apprenticeship programs, resulting in the number of states with approved RAPs for teachers increasing from just two to 16, since last summer.

- With the Department of Treasury, urged state and local officials to use a portion of the $350 billion in ARP State and Local Fiscal Recovery funds to address teacher shortages, including by increasing teacher compensation.

*Improve Learning Conditions by Investing in Students' Mental Health and Well-Being*

- Delivered $2 billion through the BSCA to states and districts to foster safe and healthy learning environments in schools and to increase access to school-based mental health professionals.

- Prioritized students' access to mental health supports and programs that support their overall well-being through unprecedented ARP funding.

- Released first-ever joint-guidance with the Department of Health and Human Services to make clear to educators, school leaders, and families how Medicaid funds can be used to support school-based health services.

- Increased funding for community schools from $30 million in 2021 to $150 million today.

- Released guidance on using Higher Education Emergency Relief Funds (HEERF) provided in the ARP for mental health resources and services at colleges and universities.

- Released Frequently Asked Questions on using BSCA Stronger Connections grant funds to promote safe and healthy learning environments.

*Prepare Students for Global Competitiveness and Engagement by Reimagining College and Career Pathways*

- Launched Raise the Bar: Unlocking Career Success, a new initiative to strengthen the connection among K-12 education, postsecondary education, and workforce programs.

- Issued new guidance to leverage $130 billion in ARP funding and $1.4 billion in Perkins Career and Technical Education funding to expand access to high-quality dual enrollment programs; strong career and college advisement; high-quality work-based learning; and opportunities to earn industry-sought credentials.

- Established a new $25 million Career-Connected High Schools grant program that will support students to participate in rigorous academic instruction and career and technical coursework, gain access to work-based learning opportunities, and engage in academic and career counseling.

- Created plans to develop a national playbook for improving College and Career Pathways in the United States. The playbook will include exemplars and technical assistance to ensure continuous growth for districts and opportunities for all students.

*Prepare Students for Global Competitiveness and Engagement Through Multilingualism*

- Awarded a total of $120 million to 44 colleges and universities to deliver professional learning and support for teachers of English learners, with a focus on school readiness and early childhood development for our youngest English learners.

- Awarded, for the first time ever, funding under the Augustus F. Hawkins Center of Excellence program, to support colleges and universities in prioritizing educator preparation programs that prepare multilingual teachers of color to become fully certified to teach multilingual learners, including in dual language programs.

***Help get the word out about the urgent need to Raise the Bar in education by sharing this one-pager in English and in Spanish with your colleagues.***

***And visit ED.gov/RaiseTheBar to connect with additional resources and to find links to programs and grants cited in this executive summary, which can support the efforts and strategies of states and districts.***

# Drinking Water State Revolving Fund (DWSRF)

## Agency

U.S. Environmental Protection Agency

## Category

Environmental Grants

## Match Requirements

Any type of required match will vary by state.

## Eligible Applicants

Public or private water systems (not all states accept private systems) and nonprofit water systems, such as schools, parks, and churches (EPA Guidebook).

## Total IIJA Funding

$30.7 billion

## FY23 Grant Funding

$6.5 billion in formula grants to states, available to eligible applicants through state-run programs.

## Key Dates

Application dates vary by state.

## Overview

The Drinking Water State Revolving Fund (DWSRF) is a federal-state program that provides low-interest loans to eligible recipients for drinking water infrastructure projects. The IIJA provided more than $11 billion to the DWSRF to increase states' loan capabilities, and set aside $4 billion to address emerging contaminants in drinking water and $15 billion to replace lead service lines. The IIJA also authorized states to use a portion of DWSRF funds as forgivable loans.

## Eligible Activities

The DWSRF program is administered at the state level and eligible activities may vary state by state. Generally, projects may include the construction or retrofitting of drinking water treatment facilities, the replacement of contaminated sources, the consolidation or restructuring of water systems, and the installation or replacement of distribution systems.

## Opportunities for Climate and Racial Wealth Equity

The IIJA requires that 49% of supplemental general and lead service line replacement funding must go to disadvantaged communities and address affordability challenges. Additionally, the IIJA requires that 25% of emerging contaminant funding must also go to disadvantaged communities serving less than 25,000 people. Each state is responsible for setting its own definitions of disadvantaged communities and affordability.

## Key Funding Criteria

Criteria for receiving funding may vary from state to state.

## Additional Information

Program information is available on the EPA DWSRF webpage. For specific information on available funding, timeline, and eligible activities, reach out to your state department responsible for the program.

# Drinking Water State Revolving Fund (DWSRF)

## INTRODUCTION

The DWSRF is a federal-state program that provides low-interest loans to eligible recipients for drinking water infrastructure projects.

The program is administered at the state level and is aligned with federal administration policies and priorities on climate and racial wealth equity, as it requires that part of the funding goes to disadvantaged communities.

## GRANT APPLICATION BOOTCAMP GOALS

- Provide clear, actionable, and user-centered information on funding opportunities available to all local governments as part of the IIJA
- Raise cities' ambition for how they can leverage funds to deliver a big impact for their residents, specifically in relation to racial wealth equity, climate, and other important policy areas
- Provide focused support to resource-constrained communities to help them submit competitive applications and win more federal funds
- Elevate the collective efforts of local governments, and philanthropic and civic sectors in their efforts to leverage federal infrastructure dollars for high-impact, outcomes-driven efforts

## BOOTCAMP MODULES

**Module 1, Orientation and Grant Overview:** Cities are introduced to the DWSRF program and its project and applicant eligibility criteria.
Link to Peer Learning Session: https://nlc-org.zoom.us/meeting/register/tZEvcO2qrjMpHNMtcvViZVUbILOVNRs6z-GQ

**Module 2, State and Federal Administration Priorities:** Cities begin to align their project with the DWSRF program and process, by understanding how to identify state-specific DWSRF program requirements (e.g., eligibility survey, Intended Use Plans and Project Priority Lists, priority ranking, loan rates and terms, disadvantaged/affordability criteria).
Link to Peer Learning Session: https://nlc-org.zoom.us/meeting/register/tZEvcO2qrjMpHNMtcvViZVUbILOVNRs6z-GQ

**Module 3, Engaging the Community:** Cities explore community engagement strategies to ensure that community voices are embedded into project design and implementation.
Link to Peer Learning Session: https://nlc-org.zoom.us/meeting/register/tZEvcO2qrjMpHNMtcvViZVUbILOVNRs6z-GQ

**Module 4, Project Planning and Application Preparation: Part 1 :** Cities understand the process of applying to and participating in the DWSRF, including the stages of environmental review, financial review, technical review, procurement and contracting, construction, disbursement, and repayment, and the capacity-building support available to support communities in completing the DWSRF's readiness requirements.
Link to Peer Learning Session: https://nlc-org.zoom.us/meeting/register/tZEvcO2qrjMpHNMtcvViZVUbILOVNRs6z-GQ

**Module 5, Incorporating Data:** Cities learn how to leverage data throughout their applications and are introduced to resources that can support water system data collection and analysis.
Link to Peer Learning Session: https://nlc-org.zoom.us/meeting/register/tZEvcO2qrjMpHNMtcvViZVUbILOVNRs6z-GQ

**Module 6, Project Planning and Application Preparation: Part 2:** Cities will better understand the process of applying to and participating in the DWSRF, including the stages of environmental review, financial review, technical review, procurement and contracting, construction, disbursement, and repayment.
Link to Peer Learning Session: https://nlc-org.zoom.us/meeting/register/tZEvcO2qrjMpHNMtcvViZVUbILOVNRs6z-GQ

**Module 7, Demystifying DWSRF Financing Structures & Financial Assessments:** Cities understand the percent of project funding available (i.e., identifying need for matching funds), loan interest rates, potential additional subsidization (e.g., principal forgiveness, reduced interest rates, extended repayment terms) and financing structures for projects; repayment requirements and allowable sources.
Link to Peer Learning Session: https://nlc-org.zoom.us/meeting/register/tZEvcO2qrjMpHNMtcvViZVUbILOVNRs6z-GQ

**Module 8 Post Submission Long-Term Capacity Building:** Cities develop plans to successfully administer the loan including next steps that are relevant across state programs.
Link to Peer Learning Session: https://nlc-org.zoom.us/meeting/register/tZEvcO2qrjMpHNMtcvViZVUbILOVNRs6z-GQ

## WHO SHOULD BE INVOLVED IN EACH SESSION?

**Mayor:** Participates in selective modules to spearhead goals and advocacy, review the impact story of draft applications, and implement long-term capacity-building measures (Modules 1, 2, 8)
**Grant Lead:** Participates in all modules and is the primary point of contact for each participating city team (All Modules)
**Community Engagement Lead:** Participates in selective modules to help design community engagement strategies (Module 4)
**Finance Lead:** Participates in budget and capital stacks module (Module 5)

## BOOTCAMP MEETING STRUCTURE

**Peer Learning Sessions (Webinars):** Interactive sessions featuring Subject Matter Experts (SMEs) on the policy and grant approach; followed by smaller sessions for peer discussions
**Coaching Sessions:** Smaller sessions that continue to build on specific application questions identified in the peer learning session
**Office Hours (Consultant Meetings):** Support in the form of designated time slots with our SMEs and your team to address specific questions about your grant application

## SUPPORT DURING THIS BOOTCAMP

**Navigator Team:** Our Navigator is available to help answer the following kinds of questions:

- Bootcamp timelines
- Bootcamp schedules
- Participation expectations

Our Navigator for this grant, Clayton Harris III, can be reached at charris@nlc.org.

## GRANT ELIGIBILITY

Eligible entities include public/private community water systems and nonprofit, non-community water systems

## TIMELINE

States have different timelines. For more information, reach out to your state department responsible for the program.

## LINK TO FEDERAL WEBSITE

https://www.epa.gov/dwsrf

## PREPARING FOR THE BOOTCAMP

- Create an account at login.gov if you do not already have one.
- Register at SAM.gov or update registration to obtain a DUNS number.
  - Note: It can take almost a month after an applicant submits the SAM (System for Award Management) registration before the registration is active in the system. Please keep this in mind and create your account as early as possible.
  - Note: Existing SAM.gov registrants should check annually to confirm that their registration is active. Please ensure that your city's name, address, and EIN are up to date.
    - Getting started with your UEI:
      1. Sign in to SAM.gov.
      2. Go to Workspace (top right corner).
      3. Locate the Entity Management widget to find your UEI.
      4. Once you have the UEI, validate your entity's legal business name and physical address under Profile.

# TEEN CAREER & LIFE SKILLS SUMMER EXPERIENCE 2023

## FREE BBQ & FUNKICK OFF

## TUESDAY, JUNE 20TH (12p – 7p)

- ✓ FREE OPEN GYM
- ✓ FREE FIELD TRIPS
- ✓ FREE HOT MEALS
- ✓ FREE OUTDOOR ACTIVITIES
- ✓ FREE SPORTS COMPETITIONS
- ✓ FREE GAME ROOM
- ✓ FREE MUSIC ROOM
- ✓ FREE SWIMMING

### TEEN ZONE @
### MAYWOOD MASONIC TEMPLE

200 S 5th Ave | June 20th – August 12th

Open Tuesday – Saturday (11a – 7p)

BUILDING THE FUTURE
SD89 EDUCATION FOUNDATION

MBK ALLIANCE

MAYWOOD 1881 VILLAGE OF ETERNAL LIGHT

MAYWOOD HOMELAND SECURITY EMERGENCY MANAGEMENT POLICE FIRE

POLICE MAYWOOD, IL VILLAGE OF ETERNAL LIGHT

**SIGN UP TODAY bit.ly/maywood-ilyouth**

# BIDEN-HARRIS ADMINISTRATION NATIONAL STRATEGY ON HUNGER, NUTRITION, AND HEALTH

**SEPTEMBER 2022**

THE WHITE HOUSE
WASHINGTON

THE WHITE HOUSE

WASHINGTON

Today I am convening the first White House Conference on Hunger, Nutrition, and Health in over 50 years. Yes, there is still hunger in America. But over the past 50 years, we have learned so much more about nutrition and the role that healthy eating plays in how our kids perform in the classroom and about nutrition and its linkages to disease prevention. This important conference and the commitment to a national strategy on ending hunger and healthier eating will build on the research and knowledge we now have to make America truly a stronger, healthier nation.

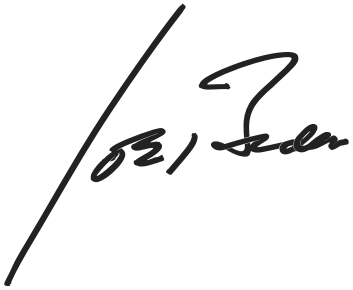
With this gathering of elected officials; advocates and activists; and leaders of business, faith, and philanthropy from across America, we are mobilizing the will to meet a bold goal: to end hunger in America and increase healthy eating and physical activity by 2030 so fewer Americans experience diet-related diseases.

This national strategy will serve as the playbook to meet this vital goal. It calls for a whole-of-government and whole-of-America approach to addressing the challenges we face. When families can't afford healthy food options, it's harder for children to succeed in school, and it can lead to mental and physical health challenges for the whole family. For so many families—including families of color, those living in rural communities and territories, and low-income families—structural inequality, such as disparities in educational and economic opportunities and lack of access to health care, safe housing, and transportation, make the impact of hunger and diet-related diseases even more severe. The pandemic made these problems worse, reinforcing the need for urgent, sustained action.

Despite these challenges, we know what to do. This national strategy builds on the historic strides that my Administration has already made to bolster economic security for American families and cut child poverty across the country. And it harnesses our greatest resource—our fellow Americans.

Everyone has an important role to play in addressing these challenges: local, State, territory and Tribal governments; Congress; the private sector; civil society; agricultural workers; philanthropists; academics; and of course, the Federal Government. In developing this national strategy, my Administration has listened to and learned from many remarkable advocates, including people who have experienced hunger and diet-related diseases themselves. To all of you, I am grateful for your unwavering commitment to meet this moment.

Together, we can build a healthier future for all Americans.



# Table of Contents


Executive Summary ..... 4

Current Hunger, Nutrition, and Health Landscape ..... 6

The National Strategy ..... 8

Pillar 1—Improve Food Access and Affordability: *End hunger by making it easier for everyone—including individuals in urban, suburban, rural, and Tribal communities, and territories—to access and afford food.* ..... 8

Pillar 2—Integrate Nutrition and Health: *Prioritize the role of nutrition and food security in overall health—including disease prevention and management—and ensure that our health care system addresses the nutrition needs of all people.* ..... 17

Pillar 3—Empower All Consumers to Make and Have Access to Healthy Choices: *Foster environments that enable all people to easily make informed, healthy choices, increase access to healthy food, encourage healthy workplace and school policies, and invest in public education campaigns that are culturally appropriate and resonate with specific communities.* ..... 22

Pillar 4—Support Physical Activity for All: *Make it easier for people to be more physically active—in part by ensuring that everyone has access to safe places to be active—increase awareness of the benefits of physical activity, and conduct research on and measure physical activity.* ..... 28

Pillar 5—Enhance Nutrition and Food Security Research: *Improve nutrition metrics, data collection, and research to inform nutrition and food security policy, particularly on issues of equity, access, and disparities.* ..... 31

Appendix: Acknowledgments ..... 36

Appendix: Development of the Strategy ..... 37

References ..... 39

# Executive Summary

More than 50 years since the first White House Conference on Food, Nutrition, and Health, the U.S. has yet to end hunger and is facing an urgent, nutrition-related health crisis—the rising prevalence of diet-related diseases such as type 2 diabetes, obesity, hypertension, and certain cancers. The consequences of food insecurity and diet-related diseases are significant, far reaching, and disproportionately impact historically underserved communities. Yet, food insecurity and diet-related diseases are largely preventable, if we prioritize the health of the nation.

The Biden-Harris Administration envisions an America where no one wonders whether they will have enough money to put food on the table, where the healthy food choice is the easier choice, and where everyone has the same opportunity to be physically active. Transformative programs, policies, and system changes are needed within and outside government to achieve this vision. There is no silver bullet to address these complex issues, and there is no overnight fix. Making progress requires collective, sustained action and mobilization across every segment of society. **That is why President Biden announced a goal of ending hunger and increasing healthy eating and physical activity by 2030 so fewer Americans experience diet-related diseases—while reducing related health disparities**.[1]

To advance the President's goal—and build on the federal government's existing work to address hunger and diet-related diseases—this strategy identifies ambitious and achievable actions the Biden-Harris Administration will pursue across five pillars:

1. **Improving food access and affordability,** including by advancing economic security; increasing access to free and nourishing school meals; providing Summer Electronic Benefits Transfer (EBT) benefits to more children; and expanding Supplemental Nutrition Assistance Program (SNAP) eligibility to more underserved populations;
2. **Integrating nutrition and health,** including by working with Congress to pilot coverage of medically tailored meals in Medicare; testing Medicaid coverage of nutrition education and other nutrition supports using Medicaid section 1115 demonstration projects; and expanding Medicaid and Medicare beneficiaries' access to nutrition and obesity counseling;
3. **Empowering all consumers to make and have access to healthy choices,** including by proposing to develop a front-of-package labeling scheme for food packages; proposing to update the nutrition criteria for the "healthy" claim on food packages; expanding incentives for fruits and vegetables in SNAP; facilitating sodium reduction in the food supply by issuing longer-term, voluntary sodium targets for industry; and assessing additional steps to reduce added sugar consumption, including potential voluntary targets;

[1] Ending hunger will be measured by a reduction in the number of households with insufficient food (defined as very low food security) to less than 1% of households and cut the number of households struggling to put enough nutritious food on the table (defined as food insecurity) in half.

4. **Supporting physical activity for all,** including by expanding the U.S. Department of Health and Human Services' Centers for Disease Control and Prevention's (CDC) State Physical Activity and Nutrition Program to all states and territories; investing in efforts to connect people to parks and other outdoor spaces; and funding regular updates to and promotion of the *Physical Activity Guidelines for Americans*; and
5. **Enhancing nutrition and food security research,** including by bolstering funding to improve metrics, data collection, and research to inform nutrition and food security policy, particularly on issues of equity and access; and implementing a vision for advancing nutrition science.

The federal government cannot end hunger and reduce diet-related diseases alone. The private sector; state, Tribal, local, and territory governments; academia; and nonprofit and community groups must act as well. This strategy details Calls to Action for all these entities to do their part. Taken together, these collective efforts will make a difference and move us closer to achieving the 2030 goal.

# Current Hunger, Nutrition, and Health Landscape

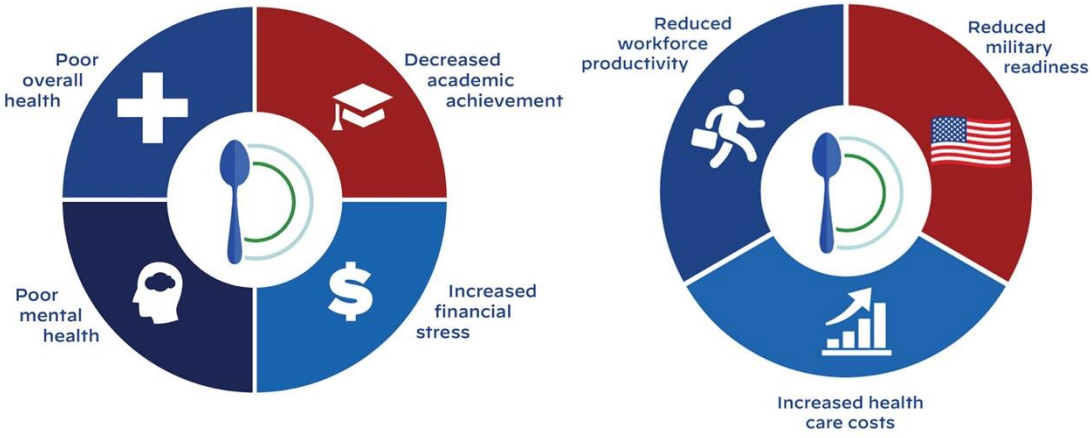
President Biden has set out a goal of **ending hunger and increasing healthy eating and physical activity by 2030 so fewer Americans experience diet-related diseases—all while reducing health disparities.**

In 2021, 1 in 10 households experienced food insecurity, meaning their access to food was limited by lack of money or other resources.[1] Nearly 4% of households in 2021 experienced very low food security, meaning they were regularly skipping meals or reducing their intake because they could not afford more food.[2] When someone experiences very low food security, they are most likely to also experience hunger.[3]

Moreover, diet-related diseases are some of the leading causes of death and disability in the U.S. New data show that 19 states and two territories have an obesity prevalence at or above 35%, more than double the number of states from 2018.[4] One in 10 Americans have diabetes.[5] One in 3 people will have cancer in their lifetime.[6] And, more than 4 in 10 Americans have hypertension (high blood pressure),[7] which is linked to the leading causes of death for Americans: heart disease and stroke.[8]

The toll of hunger and diet-related diseases is not distributed equally; these challenges disproportionately impact communities of color, people living in rural areas, people living in territories, people with disabilities, older adults, LGBTQI+ people, military families, and Veterans.[9]

### Impacts of Food Insecurity & Diet-Related Diseases: Individual and Societal Costs[10]




The COVID-19 pandemic exacerbated food insecurity, diet-related diseases, and health disparities. At the start of the pandemic in early 2020, the percentage of food insecure households with children reached 14.8%, up from 13.6% in 2019.[11] This increase disrupted a decade-long downward trend.[12] Devastatingly, diet-related diseases also increase the risk for severe symptoms and death from COVID-19. One study estimated that nearly two-thirds of

COVID-19 hospitalizations in the U.S. were related to obesity, diabetes, hypertension, and heart failure.[13]

Diet-related diseases are caused in part by poor eating patterns including excess calorie intake—and the failure to meet the *Physical Activity Guidelines for Americans*.[14] The vast majority of Americans do not eat enough vegetables, fruits, or whole grains and eat too much saturated fat, sodium, and added sugars.[15] And, only 23% of Americans meet physical activity recommendations.[16] Regular physical activity can reduce the risk of heart disease and diabetes, help manage weight, strengthen bones and muscles, and improve people's ability to do everyday activities.[17]

However, a complex web of factors causes food insecurity and contributes to diet-related diseases and health disparities. Education and job opportunities; access to health care, safe housing, and transportation; and neighborhood design all affect an individual's ability to obtain food, make healthy choices, and remain physically active. For example, people who live in communities without grocery stores offering affordable and healthy food options may face compounding challenges, particularly if they also do not have access to transit that allows them to travel to a nearby grocery store.[18] Disparities in food insecurity and diet-related diseases exist in part because of persistent structural inequities. For example, people who lack access to food outlets that sell healthier foods tend to be lower-income, Black, or Hispanic; live in rural areas; and are geographically concentrated in the south.[19] And, people living in territories, Alaska Natives, and Native Hawaiians are highly dependent on food imports, leading to less access to healthy and affordable foods. Additionally, children from low-income families typically have fewer opportunities to be physically active because of lesser access to safe streets and playgrounds.[20]

# The National Strategy

This strategy outlines the Biden-Harris Administration's plan to drive transformative change to end hunger and reduce diet-related diseases and disparities. By outlining ambitious, achievable, and sustainable actions the federal government will take to fundamentally shift the country's food, nutrition, and health policies across five pillars, this strategy creates a path to achieving our goals over the next decade.

The federal government cannot make these transformative changes alone. Accelerating this work will require actions by state, Tribal, local, and territory governments; academia; civil society; philanthropy; the private sector; and other partners. This strategy includes recommended steps these other sectors of society must take to reach our 2030 goal.

## Pillar 1—Improve Food Access and Affordability: *End hunger by making it easier for everyone—including individuals in urban, suburban, rural, and Tribal communities, and territories—to access and afford food.*

A critical step to reduce hunger and associated disparities is helping all Americans become economically secure. Toward this end, President Biden signed into law the American Rescue Plan (ARP), which helped drive a historic and historically equitable jobs recovery.[21] The expansion of the Child Tax Credit (CTC) through the ARP in 2021 helped cut child poverty nearly in half[22]—driving it to record lows, including for all racial and ethnic groups measured—reduced food insecurity by roughly 26%,[23] and led to the lowest share of households with children that were food insecure on record.[24] The Administration has also partnered with Congress on historic legislation that will lower costs for American families—including health care costs— so they do not need to make the choice between putting food on the table and covering other essential needs.

The Biden-Harris Administration is committed to continuing progress in reducing food insecurity for American households by pushing for Congress to permanently extend the expanded, fully refunded CTC and expanded Earned Income Tax Credit. The Administration will continue to work with Congress to: raise the minimum wage to $15 an hour; close the Medicaid coverage gap; invest in affordable, high-quality child care; and expand the Housing Choice Voucher program to ensure low-income families, older adults, and people with disabilities can afford decent, safe, accessible, and sanitary housing. The Biden-Harris Administration will continue to advance policies that increase worker power and workers' rights to collectively bargain—including for the workers who grow, produce, and process our food, transport it to grocers, and stock grocery store shelves. Further, the Department of Defense (DoD) will implement the new Basic Needs Allowance created by Congress, which will ensure military households earn salaries sufficient to meet their basic food needs.

Along with advancing policies that bolster families' economic security, below are additional steps the Biden-Harris Administration will pursue to improve food access and affordability.

★ ★ ★ ★ ★ ★

### *A. Help more individuals experiencing food insecurity benefit from federal assistance programs.*

Federal nutrition assistance programs such as the Supplemental Nutrition Assistance Program (SNAP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), and the Child Nutrition Programs, increase food security and well-being and help lift tens of millions of Americans out of poverty. The Biden-Harris Administration has taken pivotal steps to dramatically expand access to and strengthen these programs. For example, building on the ARP's temporary increase in SNAP benefits, the U.S. Department of Agriculture's (USDA) Thrifty Food Plan update increased SNAP benefits by an average of $36.30 per person per month beginning in October 2021. This SNAP benefit increase lifted an estimated 2.3 million people out of poverty—including nearly 1 million children, with an even greater impact on children of color.[25]

Building on this progress, the Biden-Harris Administration will:

- **Advance a pathway to free healthy school meals for all.** Every school day across America, school meals provide critical nourishment to more than 30 million children. While school meals have demonstrated strong positive impacts on children's nutrition and other key outcomes, we have not yet fully leveraged school meals as a core intervention to improve child health or child hunger. A "healthy meals for all" approach would reorient the school meal programs from an ancillary service to an integral component of the school day and allow schools to focus on providing the highest quality meals and engaging children around healthy food. Essential components of this approach are expanding efforts to increase access to local and regional food systems, enabling more schools to cook meals from scratch by funding training and equipment purchases, investing in the school nutrition workforce, and expanding nutrition education for children. Elevating school meals is a key strategy to improve our nation's health and would benefit all children—importantly, it would significantly strengthen the school meals program for those children who rely upon it the most. The Biden-Harris Administration will take a major first step by working with Congress to expand access to healthy, free school meals for 9 million more children by 2032.
- **Expand Summer Electronic Benefits Transfer (EBT) to more children.** Food insecurity and weight gain increase during the summer months when children have limited access to school meals, particularly among Black and Latino children and children who are already at higher risk for obesity.[26] Through the ARP's Summer Pandemic-EBT (P-EBT) program, over 36 million children received Summer P-EBT benefits in summer 2021, and 43 states and territories are on track to provide Summer P-EBT benefits to an estimated over 32 million children in 2022. Summer-EBT decreases the prevalence of the most severe food insecurity among children and improves children's nutritional outcomes.[27] The Biden-Harris Administration continues to support an expansion of Summer-EBT so children can access nourishing meals when school is not in session.
- **Expand SNAP eligibility to additional underserved populations.** SNAP is a proven intervention to address food insecurity; however, not everyone who has income low enough to qualify for the program is eligible. For example, federal law currently prohibits

many formerly incarcerated individuals—a number of whom are parents of young children—from accessing SNAP benefits, jeopardizing their health and making it more likely they will struggle to successfully re-enter society and avoid re-offending.[28] This restriction disproportionately impacts Black individuals.[29] The Biden-Harris Administration will work with Congress to eliminate this prohibition. In addition, the current two-tiered structure for nutrition assistance does not provide equitable benefits to the territories. The Administration supports granting territories the option to transition from current block grants to SNAP. Additionally, rather than reducing barriers to employment, research demonstrates that time limits on SNAP eligibility amplify existing inequities in food and economic security. And, SNAP's college student eligibility restrictions are out of date given the current population who seek higher education credentials, many of whom are older, have low income, and hold caregiving responsibilities. Other vulnerable populations such as youth who aged out of foster care and families providing kinship care, could also benefit from expanded access to nutrition benefits. The Biden-Harris Administration will work with Congress to expand access to this vital program.

- **Increase funding for the Older Americans Act (OAA) nutrition programs.** Older adults experience unique health, social, and nutrition challenges such as decreased mobility and limited shopping and cooking ability. The Biden-Harris Administration will work with Congress to increase funding for OAA nutrition programs, which play a vital role in helping older adults remain healthy and independent.
- **Make it easier for eligible individuals to access federal food, human services, and health assistance programs such as SNAP, WIC, and Medicaid.** Too often, people are eligible for federal assistance programs but do not benefit from them. To further facilitate participation in federal assistance programs:
    - USDA will work with the Department of Health and Human Services (HHS) to help states identify individuals enrolled in one program who appear eligible for others but are not yet enrolled. For example, states could work to inform pregnant women and parents of young children enrolled in Medicaid and/or SNAP but who are not participating in WIC about WIC services.
    - USDA will advance the WIC Modernization strategy to invest in community-based outreach, streamline the participant experience, improve the in-store experience, expand access to farmer's markets, and increase diversity and cultural competency in the WIC workforce.
    - USDA will partner with the Department of Education (ED), Social Security Administration (SSA), and other agencies to increase outreach and awareness of SNAP, including to eligible college students, older adults, and individuals with disabilities. For example, USDA and ED will establish a Memorandum of Understanding (MOU) to conduct joint outreach to Pell Grant recipients and others to inform them of their potential eligibility for SNAP benefits.
    - SSA is developing a rulemaking that would discontinue Supplemental Security Income (SSI) benefit reductions based on the person's receipt of food as in-kind support and maintenance (ISM). No longer considering food for ISM is expected to generally result in a higher SSI payment for SSI recipients who receive food support from friends or family.

- HHS Administration on Children and Families (ACF) will support outreach to families that may be eligible for SNAP and nutrition programs, and share best practices to support their enrollment by developing research, training and tools for state and community-based grantees of HHS ACF programs, including Temporary Assistance for Needy Families (TANF) and Community Services Block Grant Program (CSBG).
- HHS ACF will also issue a model application and guide to help states develop improved applications and verification processes for child care subsidies and encourage collaboration between state child care agencies and state agencies administering food and nutrition programs. Such early care and education programs are an essential source of healthy meals and services that support the growth and wellbeing of young children.
- HHS ACF will disseminate best practices on how partnerships between TANF charitable organizations and food banks can fill critical nutrition gaps for families. HHS ACF will also leverage training and technical assistance resources to highlight best practices in state and local use of TANF emergency short-term cash assistance to provide direct cash support for families experiencing acute food shortages.
- The Department of Labor (DOL) will collaborate with USDA to increase enrollment in SNAP by making referrals through DOL's American Job Centers. DOL will also disseminate best practices for how states should connect workforce and SNAP agencies to improve economic security for workers and communities.
- The Department of Veterans Affairs (VA) will connect eligible Veterans with information and SNAP enrollment assistance through VA's Transition Assistance Program and screening at VA Medical Centers and clinics.
- The Department of Housing and Urban Development (HUD) will educate its grantees on nutrition assistance programs and provide resources to promote enrollment among HUD-assisted individuals.

- **Modernize federal programs so enrolled individuals can more easily utilize benefits.** Many federal programs were established decades ago. To bring federal nutrition assistance programs into the 21st century:

  - USDA, through support from ARP funds, will expand online shopping in WIC. Online shopping is currently only being piloted in a small number of WIC state agencies. USDA will also propose to update regulations to make the SNAP online shopping program permanent and continue to add more online retailers and states to the existing program. Online shopping can expand access to healthy food and break down barriers for marginalized communities and older adults who may face discrimination or stigma, increased health risks, or have limited mobility or transportation. Additionally, SNAP participants are not currently able to use their benefits to purchase certain prepared foods, which limits choices for families shopping at SNAP-authorized retailers. And, as WIC comes up for renewal by Congress, the Administration supports addressing WIC eligibility limitations to avoid nutrition gaps during key stages of life.
  - DoD will provide clear and consistent labeling of WIC products in commissaries according to state agency program guidance. DoD will also provide beneficiaries with

online shopping and electronic payment as SNAP and WIC programs are brought online.

- **Support food sovereignty, improve access to traditional foods, and ensure Tribal communities are equitably served in federal programs.** American Indians and Alaska Natives face some of the highest rates of diet-related disease in the U.S. Yet these populations continue to face barriers to accessing and implementing federal nutrition programs. USDA made significant commitments to support food sovereignty at the White House Tribal Nations Summit in 2021.[30] To further support Tribal food sovereignty:
    - USDA will continue to expand the Food Distribution Program on Indian Reservations (FDPIR) Self-Determination projects, partner with Tribes on enhancements to the food package, expand the number of Indigenous and traditional foods in the Food Buying Guide for Child Nutrition Programs, and provide training and resources to school meal program operators on incorporating more Indigenous and traditional foods into school meals. USDA will also improve staff recruitment and training to ensure its workforce has the knowledge and skills to serve American Indian and Alaska Native communities.
    - The Bureau of Indian Affairs (BIA) and Bureau of Indian Education (BIE) will work to create Indigenous Food Hubs for selected BIE schools and BIA detention centers to help source Indigenous foods, enhance culturally-based healthy nutrition education, and boost training for healthy and culturally appropriate food preparation. For the first time, a nutritionist will be hired to support BIA and BIE in these efforts.
    - HHS ACF will update and expand its resource guide for Tribal communities to increase Tribes' knowledge of and access to HHS resources for food security and food sovereignty as well as physical activity.
    - HUD will promote the eligible uses of Indian Community Development Block Grant dollars to support expanding food access through the development of food banks and pantries, healthy eating habits, physical activities, and more in Tribal communities, particularly those with limited access to affordable and nutritious foods.

### *B. Invest in community and economic development to increase access to food.*

Nearly 40 million Americans live in areas where grocery stores are not nearby.[31] People with limited access to affordable, nutritious food tend to be lower-income and people of color. Even in communities where some retail food establishments exist, inadequate transportation and lack of affordable, healthy options contribute to food and nutrition insecurity. To further support business innovation and community and economic development with the greatest potential to advance food security, nutrition, and health, the Biden-Harris Administration will:

- **Leverage housing and other community programs to increase food access.** Strengthening food access through housing and community programs can help build broader well-being, particularly for children and families.
    - HUD will promote regulatory flexibilities that allow owners of HUD-assisted properties and Public Housing Authorities to use federal funds to renovate and maintain spaces in public housing developments to improve food access.

  - HUD will, as appropriate, propose the use of Community Development Block Grants (CDBG), Section 108 loan program funding, and Choice Neighborhood funding to support food access, including to increase access to neighborhood markets, grocery stores, farmers' markets, urban gardens, food incubators, and/or the conversion of vacant buildings into food hubs, as well as case management to help residents connect with health providers. HUD will also provide technical assistance to facilitate the use of HUD and other federal funding to finance the conversion of spaces into corner market stores and the development of grocery stores in areas with limited access to affordable and nutritious foods, develop case studies to highlight best practices and, with USDA, support the development of urban agriculture programs.
  - HHS ACF will issue guidance to help grant recipients maximize CSBG funds to implement or scale anti-hunger efforts, including nutrition and prepared meal programs. HHS ACF will also develop communication materials to help grant recipients maximize CSBG, TANF, and Healthy Marriage and Responsible Fatherhood funds to strengthen anti-hunger efforts; and develop a website that will disseminate case studies and best practices on anti-hunger and nutrition programs within the CSBG network.

- **Improve transportation options to and from grocery stores, farmers' markets, and commercial districts.** Improving transportation options to and from supermarkets, farmers' markets, and commercial districts increases a community's access to and options for healthy food. To support this:
  - The Department of Transportation (DOT), through implementation of the Bipartisan Infrastructure Law (BIL) and Inflation Reduction Act (IRA)—including programs such as Reconnecting Communities, Safe Streets for All, and the Neighborhood Access and Equity Grant Program—will promote transit, bicycle, and pedestrian improvements, which would support food access solutions.
  - DOT, through technical assistance, will encourage communities to engage with local and state public health experts in transportation planning and to prioritize connecting people to destinations with affordable and healthy food options.

- **Increase historically underserved communities' access to affordable and healthy foods.** Expanding food access requires sustained support and investment at the local level. To accomplish this:
  - The Federal Trade Commission (FTC) has indicated that it will vigorously enforce antitrust laws with special attention to transactions and conduct that might lead to higher prices and reduced food access in vulnerable communities. FTC will also publish a report summarizing its study conclusions on how supply chain disruptions have affected wholesale and retail markets for groceries. Independent grocery stores are more common in underserved rural and urban communities and have raised concerns they were disproportionately affected by such disruptions.
  - The Small Business Administration (SBA) will give priority in ranking to applications by organizations that benefit food and nutrition businesses in the Growth Accelerator Fund Competition (GAFC). GAFC supports the development and growth of small businesses and startup innovation ecosystems.

- The Department of Commerce (DOC), through the Minority Business Development Agency's forthcoming Small Business Credit Initiative Technical Assistance notice of funding opportunity, will encourage applications from incubators and accelerators that support market-driven solutions to provide greater equity or access to resources to underserved communities, including food security.
- AmeriCorps will promote grant opportunities, national service, and volunteerism that address food insecurity and improve economic development in communities with critical need through its programs and special initiatives such as the AmeriCorps VISTA Food Security Initiative.
- The Delta Regional Authority will implement prioritization criteria in its grant programs to support initiatives with a direct connection between economic development and healthy food access.

- **Reduce barriers to food recovery.** One-third of all food in the U.S. goes uneaten.[32] To prevent food loss and waste across the food supply chain and help ensure safe, good-quality food gets to those who need it most:
  - The Environmental Protection Agency (EPA), USDA, and HHS Food and Drug Administration (FDA) are leading development of a whole-of-government strategy for reducing food loss and waste.
  - HHS FDA will update its Food Code—which provides state, Tribal, local, and territory regulators with a model for updating their food retail and service industry regulations—to address food donation recommendations.
  - The Department of the Treasury (Treasury) will clarify the enhanced charitable deduction calculation to support businesses donating food.

- **Improve access to emergency food, including during natural disasters.** The network of emergency food providers across the country has shown its remarkable strength in recent years. The Biden-Harris Administration has taken significant steps to provide needed funding to the emergency food system, including awarding states nearly $40 million in ARP funds to expand the reach of The Federal Emergency Food Assistance Program (TEFAP) with $60 million in additional grants forthcoming. The Administration has also provided more than $2.5 billion in supplemental funding for emergency food purchases. Building on this progress:
  - USDA will pursue rulemaking to improve access and equity and simplify TEFAP requirements for state and local program operators.
  - USDA will work to understand and address gaps in meeting the needs of low-income individuals and families seeking cultural foods such as identifying options and expanding access to foods suitable for kosher and halal-observant communities, to better address the foodways of individuals served.
  - FEMA will provide technical assistance to its 10 regional offices and will direct all FEMA components and senior executive leaders to focus on ensuring food security during and after disasters.
  - FEMA will integrate food security as a priority planning area by partnering with USDA in conducting outreach to state, Tribal, local, and territory partners through regional and local engagements and working with federal partners to directly support disaster-specific planning and messaging.

- FEMA will use national and regional forums to provide and coordinate an opportunity for states and localities with robust food security plans to share best practices with other jurisdictions.

★ ★ ★ ★ ★ ★

**Call to Action for a Whole-of-Society Response**

• States and territories should increase support to struggling families through TANF cash assistance, refundable state EITC and CTCs, and other economic supports for low-income families and individuals.

• States should work across state agencies to achieve 95% cross-enrollment of eligible people across SNAP, Medicaid, and other federal programs. And, states should aim to process all SNAP applications within one week.

• State and school districts should increase investment in school food programs such as providing investments to support kitchen infrastructure and training school nutrition professionals.

• State, local, and territory governments, private sector employers, and health care companies should ensure efficient community-clinical referral systems between hospitals and outpatient clinics with community-based services, including the OAA nutrition and health promotion programs, aging and disability resource centers, and Centers for Independent Living.

• State, local, and territory governments should provide incentives and technical assistance to attract healthier food retail outlets to underserved areas, improve healthier food offerings in existing stores, and support year-round mobile produce markets in communities with limited food access.

• State, local, and territory governments should enact food waste reduction and recovery policies such as providing tax incentives to food donors.

• Philanthropy should support pilots that foster collaboration between food service programs at K-12 schools and colleges or universities in order to synergize efforts around workforce training and food procurement.

• The private sector should invest in year-round mobile produce markets and retail outlets within underserved communities.

★ ★ ★ ★ ★ ★

## Pillar 2—Integrate Nutrition and Health: *Prioritize the role of nutrition and food security in overall health—including disease prevention and management—and ensure that our health care system addresses the nutrition needs of all people.*

### *A. Provide greater access to nutrition services to better prevent, manage, and treat diet-related diseases.*

Receiving health care to help prevent, treat, and manage diet-related diseases can optimize Americans' well-being and reduce health care costs. However, access to and coverage for this care varies significantly. To better care for all Americans, the Biden-Harris Administration will:

- **Expand Medicare and Medicaid beneficiaries' access to "food is medicine" interventions.** "Food is medicine" interventions—including medically tailored meals and groceries as well as produce prescriptions (fruit and vegetable prescriptions or vouchers provided by medical professionals for people with diet-related diseases or food insecurity)—can effectively treat or prevent diet-related health conditions and reduce food insecurity.[33] The Biden-Harris Administration supports legislation to create a pilot to test covering medically tailored meals for individuals in traditional Medicare who are experiencing diet-related health conditions. This proposal builds on a demonstration initiative in Medicaid, where HHS Centers for Medicare & Medicaid Services (CMS) will provide authority for states to test Medicaid coverage of additional nutrition services, and supports using Medicaid section 1115 demonstration projects. HHS CMS will also issue guidance on how states can use section 1115 demonstrations to test the expansion of coverage for these interventions.
- **Expand Medicaid beneficiaries' access to nutrition and obesity counseling.** The Affordable Care Act (ACA) requires coverage of obesity counseling for certain patients enrolled in most private group health plans and group and individual health insurance and certain beneficiaries among the 20 million people covered under the ACA's expansion of Medicaid. The Biden-Harris Administration supports expanding nutrition and obesity counseling coverage to millions more Medicaid beneficiaries that currently are not guaranteed access to these services, particularly in states that have not expanded coverage and which have large rural populations.
- **Expand Medicare beneficiaries' access to nutrition and obesity counseling.** Medicare currently covers medical nutrition therapy services, including nutritional assessments and counseling, but only for people with diabetes or kidney disease, when ordered by a physician and performed by a dietitian. Medicare also covers obesity screenings and behavioral counseling to help patients with obesity lose weight, but only for patients with obesity and when performed by primary care clinicians in an office setting. The Biden-Harris Administration supports efforts to expand evidence-based nutrition and obesity counseling benefits to Medicare beneficiaries with additional conditions and to allow appropriate providers to offer obesity screening and behavioral counseling to help patients lose weight. HHS CMS will also examine existing Medicare authorities on ways to increase access to nutrition and obesity counseling. Additionally, HHS CMS will use

its provider education channels to increase awareness of Medicare coverage of nutrition and obesity counseling services.

- **Increase access to nutrition-related services through private insurance and federal programs beyond Medicare and Medicaid.** To further increase consistency in access to and coverage of quality health care services:
    - HHS CMS will solicit information from insurance plans regarding what nutrition services they already cover, with a goal of determining whether HHS CMS could strengthen essential health benefit requirements or take other actions to expand private health coverage and better address the nutritional needs of Americans.
    - DOL, HHS, and Treasury will clarify how mental health parity protections apply to coverage related to nutritional counseling for eating disorders to ensure that this coverage is not inappropriately being limited.
    - Treasury will issue guidance clarifying what nutrition and diet-related disease medical expenses can be reimbursed under health savings accounts and health flexible spending arrangements.
    - DoD will increase utilization of TRICARE's Nutritional Therapy program to include preventive therapies and/or counseling beyond just those addressing certain diseases and conditions.
    - HHS Indian Health Services (IHS) will implement and evaluate a National Produce Prescription Pilot Program.
    - VA will implement and evaluate various food programs, including produce prescription programs, food pantries, and mobile food pantries that meet local needs and Veteran preferences.
- **Better support prevention and management of diabetes.** To help address growing rates of diabetes:
    - HHS CMS will develop a strategy to increase access to diabetes prevention and treatment services for individuals with Medicare, Medicaid, Children's Health Insurance Program (CHIP), and Marketplace coverage. The Administration will also work with Congress to make the Medicare Diabetes Prevention Program a cost-effective permanent Medicare preventive service benefit.
    - HHS CDC will provide new funding opportunities to support the implementation of evidence-based diabetes prevention and management strategies in state and localities, with a focus on reducing health disparities.
- **Support wellness and nutritional care for children, especially those from low-income families.** HHS CDC will continue to support and expand access to the evidence-based Family Healthy Weight Programs (FHWP) through at least three new upcoming funding opportunities. FHWP supports children and their families with low income and lifestyle and behavioral changes to improve nutrition, physical activity, stress, coping, and other aspects of wellness. Additionally, HHS Administration for Community Living (ACL) will share promising practices from its University Centers for Excellence in Developmental Disabilities to help children with disabilities who require support for healthy eating. The Administration also recognizes that for children and adults with digestive and inherited metabolic disorders, ensuring access to the right types of nutritional supports, such as infant formula, can prevent hospitalizations and be

lifesaving. Still, there are often systematic barriers making access to these specialized nutritional supports challenging. CMS will evaluate coding, payment and administrative requirements in order to support access to nutritional supports for individuals with digestive and inherited metabolic disorders.

### *B. Screen for food insecurity and connect people to the services they need.*

Social determinants of health (SDOH) can be a strong predictor of health outcomes and are a major driver of health disparities.[34] Incorporating SDOH such as food insecurity screenings, into health care can help practitioners better recognize the root causes that affect health, tailor care to unique individual needs, and connect patients to resources like SNAP, WIC, or a local food bank. However, food insecurity screenings are not universally conducted in the health care system, and most health care professionals have not been trained to assess it. To more fully incorporate SDOH, including food insecurity screenings and referrals, into everyday health care, the Biden-Harris Administration will:

- **Universally screen for food insecurity in federal health care systems**. Building on VA's existing universal food insecurity screenings:
    - HHS IHS will implement a process to assess for food insecurity in the IHS user community and conduct referrals as needed.
    - DoD will screen all active-duty military for food insecurity and conduct referrals as needed.
    - HHS CMS, building on its adoption of quality measures that capture if hospitals are screening for social needs, will explore incorporating quality measures relating to screening for social needs as part of the Medicare Shared Savings Program and Medicare Advantage Star Ratings Program.
    - HHS ACL will work with Centers for Independent Living and Protection and Advocacy Systems to pilot screening for food insecurity amongst people with disabilities.
- **Incentivize payors and providers to screen for food insecurity and other SDOH.** To accelerate the work HHS CMS outlined in its Framework for Health Equity:
    - HHS CMS has proposed to create new advance investment payments for certain new Medicare Shared Savings Program Accountable Care Organizations (ACO). ACOs would be permitted to use these payments to address social needs of beneficiaries, including working with local community-based organizations to address food insecurity.
    - HHS CMS will evaluate developing appropriate procedure codes to better capture services that address SDOH, including screening for food insecurity. If developed, these procedure codes could help organizations offering nutrition services more easily partner with health care providers.
    - HHS CMS will consider extending the Center for Medicare and Medicaid Innovation's Medicare Advantage Value-Based Insurance Design (VBID) model beyond 2024 and will explore expanding its focus on supplemental benefits related to food and nutrition. HHS CMS will also consider broadening access to the model and encouraging additional Medicare Advantage Organizations to provide food and

nutrition services in their offerings under the Special Supplemental Benefits for the Chronically Ill.

- **Supporting data infrastructure for food insecurity and other SDOH screenings.** HHS CMS will continue to support efforts to develop the data infrastructure needed for food insecurity and other SDOH data elements to be captured in electronic health records and ensure interoperable health information exchange and the collection of demographic information. In addition, HHS Office of National Coordinator for Health Information Technology will promote greater adoption and use of new versions of the United States Core Data for Interoperability, which include SDOH data elements to represent SDOH assessments, problems and health concerns, and goals and interventions that can support areas such as food insecurity.
- **Incentivize hospitals to provide services focused on food insecurity and other SDOH.** The Internal Revenue Service will clarify that a non-profit hospital's spending on SDOH to address a documented community health need may meet the definitions of community benefit activities or community building activities. For example, a hospital may support food banks and pantries, conduct food insecurity screenings, fund or lead food and nutrition classes, or create a garden providing produce donations to food banks or pantries as part of its tax-exempt activities.
- **Comprehensively address food insecurity among Veterans.** VA will establish a new Office of Food Security within the Veterans Health Administration (VHA) to tackle the food insecurity rate among Veterans. The Office will provide strategic guidance and coordination within VHA, including VA hospitals and clinics, on best practices, research, and data to ensure Veterans' food security. In addition, VA will expand by 10% the amount of clinical nutrition services it provides to Veterans receiving care in the VHA.

### *C. Strengthen and diversify the nutrition workforce.*

The health care workforce, including registered dietitian nutritionists (RDNs), plays a central role in preventing, treating, and managing diet-related diseases. However, patients are less likely to seek care or share information if they perceive ethnic or social differences with their health care providers.[35] Thus, a more diverse health care workforce would better serve communities of color, which suffer from higher rates of food insecurity and diet-related disease. To expand and create a more diverse workforce well-trained in nutrition, the Biden-Harris Administration will:

- **Bolster the health care workforce, including nutrition professionals, and ensure other medical professionals receive nutrition education.** Currently, 70% of RDNs are White. Only 6% of RDNs indicate Hispanic or Latino heritage, 6% indicate being Asian, 3% indicate being Black, and 1% indicate being Indian or Alaska Native.[36] Increasing the diversity of RDNs and expanding their reach to areas with limited care will ensure more equitable care for everyone.
    - HHS Health Resources and Services Administration, through its Maternal and Child Health Nutrition Training Program, will train over 4,500 future nutrition professionals and over 30,000 practicing professionals over the next five years on key topics such as pediatric obesity prevention, household food security, and nutrition during pregnancy. Beginning in 2023, the program will partner with Minority Serving

Institutions (MSIs) and Historically Black Colleges and Universities (HBCUs) to recruit and train nutrition professionals from underrepresented groups.

- VA will develop pilots for SkillBridge to facilitate hiring of transitioning service members into VA Nutrition and Food Services positions. VA Nutrition and Food Services will partner with the Military Spouses Employment Program to facilitate hiring of military spouses into these positions. Additionally, VA will conduct a pilot for professional development of food service workers to encourage recruitment and retention for those positions.
- VA will expand internship and rotation opportunities for dietetic interns and assess revisions to the Qualification Standard for Dietitians to increase the number of opportunities for internship directors.
- USDA will work with Land-Grant Universities to develop a national workforce strategy for WIC, which could help shape the integration of diversity, equity, inclusion, and accessibility principles across the broader nutrition education workforce.

**Call to Action for a Whole-of-Society Response**

• States should leverage all available federal authorities to expand coverage of "food is medicine" interventions.

• States should collaborate with non-profit or community-based organizations to establish a state-funded produce prescription program for low-income individuals and families.

• State, local, and territory governments should integrate nutrition experts into their health departments and modernize scope of practice laws, as applicable, to allow qualified health care professionals to play a larger role in disease prevention and management efforts.

• Health insurance companies should consider providing or expanding coverage of nutrition services, including produce prescriptions and/or medically tailored meals for target populations.

• Hospitals, clinics, and health centers should implement programs leveraging federally supported open industry technology standards that address SDOH such as screening patients for food insecurity, connecting patients to nutrition assistance services, and ensuring services are available.

• Health professional schools (e.g., medical, dental, pharmacy, nursing, social work, public health, physician's assistants, physiology, exercise science, etc.) and licensing boards should expand nutrition education in graduate medical education curriculums, board exams, and post-graduate training.

★ ★ ★ ★ ★ ★

## Pillar 3—Empower All Consumers to Make and Have Access to Healthy Choices: *Foster environments that enable all people to easily make informed, healthy choices, increase access to healthy food, encourage healthy workplace and school policies, and invest in public education campaigns that are culturally appropriate and resonate with specific communities.*

### *A. Empower consumers with updated and more accessible food labeling.*

Food labels help consumers identify healthy foods when grocery shopping. Most consumers are familiar with the iconic Nutrition Facts label, which the FDA recently updated with a refreshed design and additional information such as added sugars.[37] But, consumers may not always understand information on food labels or have access to it when shopping online. To empower consumers to make healthy choices, the Biden-Harris Administration will:

- **Develop a front-of-package (FOP) labeling system to quickly and easily communicate nutrition information.** FOP labeling systems—such as star ratings or traffic light schemes—can promote equitable access to nutrition information and healthier choices and could also prompt industry to reformulate foods to be healthier.[38] HHS FDA will conduct research and propose developing a standardized FOP labeling system for food packages to help consumers, particularly those with lower nutrition literacy, quickly and easily identify foods that are part of a healthy eating pattern.
- **Make sure that foods labeled as "healthy" align with current nutrition science and the *Dietary Guidelines for Americans*.** HHS FDA will propose updating the nutrition standards for when companies use the "healthy" claim on their products and develop a symbol companies may use to depict the "healthy" claim on food packages. HHS FDA will also develop guidance for industry on the use of Dietary Guidance Statements on food labels to help people understand how a food or food group can contribute to a healthy eating pattern.
- **Adequately fund HHS FDA's Center for Food Safety and Applied Nutrition (CFSAN) to prioritize its nutrition and labeling work.** HHS FDA's CFSAN nutrition work has historically been underfunded in comparison to other priority areas. To date, only 7% of CFSAN's budget supports nutrition and labeling work, yet CFSAN is responsible for the safety and labeling of approximately 80% of the U.S. food supply. The Biden-Harris Administration will work with Congress to ensure CFSAN has the resources it needs to accomplish its critical work.
- **Facilitate making nutrition information easily available when grocery shopping online.** While consumers increasingly use e-commerce to shop for groceries, nutrition information is not uniformly presented or always made easily accessible. HHS FDA will publish a request for information to gather public input regarding industry practices, technology, and current challenges to inform guidance for the food industry on nutrition, ingredient, and allergen information that should be available for groceries sold online.

★ ★ ★ ★ ★ ★

### *B. Create healthier food environments and a healthier food supply so the healthier choice is the easier choice.*

A key barrier to healthy eating is lack of access to nutritious food. The food environment (e.g., proximity to stores, food prices, available food options) influences a person's food choices and diet quality. The U.S. food supply contains an overabundance of sodium, added sugar, and saturated fat. Americans who want to consume less sodium, added sugars, and saturated fat may have a difficult time doing so because of poor availability of healthy alternatives.[39] Recognizing the power of creating healthier food environments, the Biden-Harris Administration will:

- **Expand incentives for fruits and vegetables in SNAP.** Incentives in SNAP to support purchasing more fruits and vegetables have been pilot tested and shown to be effective in Massachusetts and through the USDA Gus Schumacher Nutrition Incentive Program. To increase access to fruits and vegetables for SNAP recipients, the Biden-Harris Administration will work with Congress to increase the reach and impact of incentives for fruits and vegetables in SNAP.
- **Facilitate lowering the sodium content of food.** In 2021, HHS FDA issued voluntary, short-term (2.5-year) sodium reduction targets for a broad range of processed, packaged, and prepared foods to help reduce the amount of sodium in the U.S. food supply.[40] To further lower sodium consumption:
    - HHS FDA will issue revised, voluntary sodium reduction targets to facilitate continually lowering the amount of sodium in the food supply beyond the 2021 targets.
    - HHS FDA will propose to update regulations to enable manufacturers to use salt substitutes in standardized foods to support sodium reduction.
    - VA will increase lower-sodium foods with regards to procurement.
    - HHS ACL and FDA will partner to provide technical assistance to help align older adult nutrition programs with HHS FDA's voluntary sodium targets.
    - USDA will continue work to reduce sodium in school meals consistent with the goals of the *Dietary Guidelines for Americans* and HHS FDA's voluntary sodium targets.
- **Facilitate lowering added sugar consumption.** The U.S. has reduced added sugar consumption and established a regulatory definition for added sugars. Since 2021, added sugars must be declared on the Nutrition Facts label for most products. Despite this progress, intake of added sugars is still too high for most Americans. HHS FDA will begin assessing the evidence base for further strategies to reduce added sugar consumption, collaborating with other HHS divisions and USDA to hold a public meeting regarding future steps the federal government could take to reduce intake of added sugars such as developing targets for categories of foods, similar to the voluntary targets FDA developed for sodium.
- **Expand access to healthier environments in federal facilities.** Implementing and updating the Federal Food Service Guidelines in federal facilities will promote fruits, vegetables, whole grains, low-fat dairy, and low sodium options; increase the availability of healthy beverage choices as well as plant-based options; and encourage healthy choices through behavioral design. Millions of federal employees and other people who access government facilities—from National Parks to VA hospitals—will benefit. To

further support healthy environments, DoD will work with CDC to enhance nutrition and physical activity standards in all DoD child development programs. The General Services Administration (GSA) will promote nutrition and physical activity at its child care centers and DoD will also increase healthy options served in its dining facilities and vending machines, including expanding its Go 4 Green program (joint-service performance-nutrition initiative that improves where military service members live and work).

- **Address marketing of unhealthy foods and beverages.** Food, beverage, and restaurant companies spend nearly $14 billion per year on marketing in the U.S. More than 80% of this advertising promotes fast food, sugary drinks, candy, and unhealthy snacks that are high in sodium, added sugars, and/or saturated fat.[41] Companies also use a wide variety of highly effective techniques to target sales of unhealthy foods to adolescents and children, particularly Black and Hispanic children.[42] The Administration will pursue steps to address the marketing of unhealthy foods, including:
    - DoD will limit marketing in military dining facilities to those that meet its Go 4 Green program nutrition standards.
    - The FTC has indicated that it will pursue targeted law enforcement actions to prevent the deceptive advertising of foods and dietary supplements, including deceptive advertising that might be targeted to youth.
- **Leverage federal nutrition assistance programs to promote healthy habits.** USDA's Child Nutrition Programs and WIC can help increase diet quality of beneficiaries and spur companies to reformulate food products. To further this work:
    - USDA will propose updating the package of foods offered by WIC and the nutrition standards in school meals to better align with the most recent *Dietary Guidelines for Americans* and provide enhanced technical assistance and best practices to support schools in meeting the standards. Building on the success of the ARP's temporary increase, through appropriations, USDA will also continue providing the cash value benefit in WIC at a level that supports fruit and vegetable access and recommended consumption.
    - USDA will advance a new Healthy Meals Incentive initiative—supported by ARP funding—to support schools' efforts to improve the nutritional quality of school meals. This initiative will challenge all players within the K-12 food supply chain to increase the availability of and access to healthy offerings, recognize School Food Authorities (SFAs) that are innovating in offering nutritious school meals, and provide funding to small and/or rural SFAs to improve the nutritional content of meals offered through the Child Nutrition Programs.
    - USDA will update nutrition criteria in USDA Foods procurement specifications to align with HHS FDA's voluntary sodium targets and consider the inclusion of added sugars limits. Additionally, USDA will work to ensure that food served in the Child and Adult Care Food Program (CACFP) and the Summer Food Service Program (SFSP) aligns with the *Dietary Guidelines for Americans* wherever feasible.

- **Create healthier food retail, restaurant, and college campus environments.** Modifying the food environment to increase the availability of healthy foods can improve people's eating patterns.[43]

- The Administration will work with Congress to remove the appropriations rider currently barring USDA from setting stronger standards for SNAP retailers to stock a variety of healthy foods as a basic requirement to participate as a SNAP store.
- HHS ACL will issue an OAA nutrition program-restaurant partnership best practices report. These partnerships enhance the nutritional quality of restaurant offerings, as meals served in OAA programs must align with the *Dietary Guidelines for Americans*.
- ED will send a Dear Colleague Letter encouraging higher education institutions to be conscientious about nutrition. ED will use the letter to call on institutions to procure healthier foods and encourage them to use ARP funds for food pantries. ED will also encourage institutions to work with community organizations to provide services to students and promote nutrition security by showcasing best practices and examples from the field.

- **Increase access to local food to better connect people to nutritious foods.** Sourcing local foods can help increase consumption of fruits, vegetables, and other under consumed foods, improve attitudes about healthy eating, and support local economies.
  - HUD and USDA will cross-promote their programs to the owners of HUD-assisted properties and incentivize Public Housing Authorities to implement urban agriculture projects, food banks, and summer meal programs in affordable housing developments.
  - USDA will partner with EPA to provide technical assistance to their *Local Foods, Local Places* recipients to help cities and towns as they develop local food systems.
  - USDA will establish Regional Food Business Centers to support local food business growth, particularly in support of underserved communities including in Appalachia, Colonias, and the Mississippi Delta and throughout Tribal communities.
  - USDA will work to strengthen and diversify the suppliers that provide healthy, nutritious, and local foods to schools and nutrition assistance programs by assisting small and underserved farmers and businesses to become vendors for school meals.
  - USDA will make investments to support local and regional food and farm businesses through grants and other financial assistance for food hubs, distribution, and processing as well as technical assistance particularly in support of underserved communities to provide nutritious food to schools, food banks, and other nutrition assistance programs.
  - The Appalachian Regional Commission will work with USDA to improve access to federal funding in Appalachian communities seeking to enhance access to local foods.
  - The Northern Border Regional Commission will provide guidance for grantmaking to support access to locally produced foods through its State Economic & Infrastructure Development Program.
  - DoD and VA will expand their procurement of local foods for military and Veterans' care facilities.
  - The Bureau of Prisons (BOP) will partner with USDA to increase procurement of local foods in federal prisons. BOP will also identify additional facilities that could support gardening programs where incarcerated people grow and harvest produce that is donated to local food banks.

- **Expand breastfeeding support and counseling for mothers.** Parents who choose to breastfeed continue to face substantial barriers in sustaining this choice, including inconsistent hospital practices, lack of insurance coverage, and inadequate access to paid parental leave. Building on the Biden-Harris Administration's Maternal Health Blueprint:
    - USDA is testing telehealth initiatives to facilitate virtual breastfeeding support and one-on-one counseling in WIC. USDA will also disseminate results and key findings from an evaluation of a national breastfeeding support campaign it is conducting in partnership with the University of Nevada, Reno. USDA will also translate training materials and the WIC Breastfeeding Support website into Spanish.
    - HHS will lead the second phase of the Reducing Disparities in Breastfeeding Challenge, which awards successful programs that have proven outcomes to improve breastfeeding rates and reduce disparities.
    - HHS and DOL will work to ensure that the ACA requirements for coverage of breastfeeding support and counseling without cost sharing in most private health insurance plans and Medicaid are fully implemented and enforced.
    - DOL will take steps to ensure nursing workers and their employers are aware of and understand their rights and responsibilities through a series of online webinars at the national level, followed by locally focused webinars to reach workers, advocates, and employers throughout the country.
    - The Biden-Harris Administration will continue to support extending workplace protections to breastfeeding mothers.

### *C. Support robust and tailored nutrition education.*

Consumers often hear conflicting food messages and U.S. adults generally overrate the quality of their diet,[44] suggesting that additional work is needed to ensure adults are empowered to eat healthy foods. To bolster nutrition education, the Biden-Harris Administration will:

- **Support regular updates to the *Dietary Guidelines for Americans* and carry out a national education campaign.** The *Dietary Guidelines for Americans* is the cornerstone of all federal nutrition programs and policies, providing science-based recommendations for healthy eating. The Biden-Harris Administration will work with Congress to provide adequate funding for HHS to regularly update these guidelines, in partnership with USDA, and lead a national education campaign to boost awareness of healthy eating recommendations and support all Americans in making healthy choices.
- **Develop tailored nutrition education.** Education related to healthy eating is even more effective when it is grounded in cultural understanding. Building on currently available tailored education materials:
    - USDA will develop MyPlate nutrition education materials that are culturally appropriate and translated into a variety of languages.
    - USDA will work with Tribal leaders to expand nutrition education services and programs in FDPIR.
    - HHS ACL's Nutrition and Aging Resource Center will greatly expand ready-to-use, virtual, and in-person nutrition education for older adults.

- HHS FDA will develop messaging and materials about its food labeling efforts that are tailored and disseminated appropriately for various audiences.
- HHS ACF, in consultation with the Substance Abuse and Mental Health Services Administration and Office of the Assistant Secretary for Health, will integrate nutrition counseling and access into direct service grant programs for victims of human trafficking, including integrating nutrition into national virtual training.
- BOP will support the health of inmates and their families by adding a curriculum module to address dietary needs for vulnerable populations in its Culinary Arts vocational program; develop Life Skills Laboratories to teach balanced nutrition, healthy eating, and hands-on food preparation skills to individuals who have cognitive or physical impairments; develop a new standardized wellness program; develop resources focused on health and nutrition to provide to children while they wait to enter visitation; and expand its annual health fairs to reach a larger audience.

- **Leverage SNAP-Ed to promote healthy foods.** Many state SNAP-Ed programs use advertisements or social marketing to promote healthy foods and beverages. To leverage this resource, USDA will promote MyPlate's Shop Simple digital tool to assist users in finding healthy and affordable foods. USDA will also refresh and expand SNAP-Ed Connection, a database of nutrition education and physical activity resources.

**Call to Action for a Whole-of-Society Response**

• States should provide nutrition incentives to SNAP participants to purchase healthy food such as increasing the purchasing power of SNAP beneficiaries at farmers markets, and encourage retailers to market more nutritious food in store and online.

• State, local, and territory governments should adopt federal food service guidelines in their municipal buildings and advance measures to prohibit coupons or sales of unhealthy foods and beverages.

• States and localities should adopt early care and education licensing regulations that require minimum nutrition and physical activity standards that all licensed child care providers follow, regardless of program participation, and ensure early education and care workers are paid an adequate wage.

• States, localities, and K-12 schools should consider incorporating culinary arts and nutrition education into schools.

• OAA nutrition programs and Centers for Independent Living should expand creative service models by partnering with restaurants, grocery stores, food trucks, and local farmers to promote nutritious meals and use of locally-sourced foods.

• Colleges and universities should update their procurement contracts to ensure healthier foods are available in dining halls, including through sourcing local foods.

• Philanthropy should support pilots in underserved communities—including Tribal communities, rural, and Native Hawaiian communities—that boost local food systems as an

★ ★ ★ ★ ★ ★

economic driver in communities by fostering connections between farmers who are growing culturally appropriate food, food vendors, institutions, and community organizations.

• The food industry should increase the availability of and access to foods that are low in sodium and added sugars—including foods meeting or exceeding FDA's voluntary sodium reduction targets—and high in whole grains, particularly for the K-12 market.

• Food retailers should hire RDNs to help provide nutrition information to consumers, redesign stores to more prominently place healthier choices, market and stock healthier items, and establish buying programs with local farms.

• Online grocery companies should redesign their search algorithms to ensure healthier products appear first and include ingredient and Nutrition Facts label information in an accessible manner for all food products sold online.

## Pillar 4—Support Physical Activity for All: *Make it easier for people to be more physically active—in part by ensuring that everyone has access to safe places to be active—increase awareness of the benefits of physical activity, and conduct research on and measure physical activity.*

### *A. Build environments that promote physical activity.*

One of the most impactful ways that people of all ages can improve their health is by being more physically active. Yet, the vast majority of Americans do not meet the *Physical Activity Guidelines for Americans*.[45] Personal efforts to be physically active can be made easier or harder by the surrounding environment. For example, individuals may not know about or have access to, safe places to be physically active, or have chronic conditions or physical limitations that create additional barriers. To make physical activity easier for all, the Biden-Harris Administration will:

- **Expand HHS CDC's State Physical Activity and Nutrition Programs (SPAN) to all states and territories to implement successful state and community-level policies and activities for physical activity.** Through SPAN, HHS CDC works with states to implement evidence-based strategies to reduce chronic disease by improving physical activity and nutrition. In particular, through SPAN, the Active People, Healthy Nation initiative makes physical activity safe and accessible for all by implementing state and community-level policies and activities that connect pedestrian, bicycle, or transit opportunities to everyday destinations. However, HHS CDC currently only has funding to deploy SPAN in 16 states. The Biden-Harris Administration will work with Congress to provide additional funding to expand SPAN nationwide.
- **Connect more people to parks, particularly in nature-deprived communities.** People who have access to green environments such as parks and trails, tend to walk and be more physically active than those with limited access. But, less than half of people in the U.S. live within half a mile of a park.[46] As part of the President's America the Beautiful Initiative, the Biden-Harris Administration is working to create more parks, open spaces, and safe outdoor opportunities in nature-deprived communities. As part of this effort:

  - The Biden-Harris Administration will work to expand the National Park Service's (NPS) efforts to identify places where municipal transit or alternative modes of transportation are unavailable between parks and nearby underserved or disadvantaged communities. In partnership with DOT, NPS will deploy existing tools that improve trip planning and convenient connections to promote car-free travel to parks. This work will focus on lower-income, diverse, and underserved communities.
  - Federal agencies, including DOT, Department of Interior (DOI), and EPA, will sign a Nature-Deprived MOU to collaborate on work to reduce the number of people without access to parks and nature in their communities.
  - The Federal Interagency Council on Outdoor Recreation will work to increase access to national public lands, including through the Every Kid Outdoors (EKO) program. EKO provides fourth-grade students and their families, free one-year admission passes to over 2,000 federal lands and waters.

- **Promote active transportation and land use policies to support physical activity.** Active transportation—such as walking and biking—is one of the leading strategies to increase physical activity.[47] Communities and transportation systems can be designed to make active transportation safer and more enjoyable. Through BIL, the Biden-Harris Administration is improving transportation—including active transportation—for communities that have faced disinvestment in infrastructure. Additionally, the IRA established a new Neighborhood Access and Equity Grant Program that will fund projects to restore walkability and access, including to parks, in historically disadvantaged communities. Building on this work:

  - DOT will provide additional technical support and guidance for regional and local transportation agencies, transit authorities, industry, non-profits, community groups, and others working on transportation projects focused on prioritizing active transportation safety for all people using streets (including people walking, biking, and rolling), beginning with a web portal and research projects that will be publicly available Fall 2022.
  - DOT will develop guidance and/or process changes that will help recipients of federal aid prioritize the safety of all people using streets (including people walking, biking, and rolling) in transportation network planning, design, construction, and operations, including in small towns and rural areas.
  - DOT will issue guidance clarifying how modes other than motor vehicles should be considered in the planning and design process of roadways.

- **Support physical activity among children both in and out of school.** Physical activity contributes to children's overall physical and cognitive health, including improved academic performance; yet, fewer than one quarter of children ages 6-17 years old achieve recommended amounts.[48] Physical activity and nutrition are parts of comprehensive whole-child approaches to education that build healthy children and supportive learning environments.

  - ED will provide guidance to states and school districts on how they can use funds under the Bipartisan Safer Communities Act grants and ARP funds to support physical activity for children.

- ED will, through the *Engage Every Student Initiative*, promote strategies for increasing participation in physical fitness programs and for incorporating physical activity in summer learning and engagement and after-school programs.
- HHS CDC and ED will partner to support districts in implementing a framework for planning and organizing activities for physical education and activities in schools.
- HHS ACF will scale efforts to help educators add activities tailored for children to their daily routine that increase quality physical movement and teach children about healthy food choices.

### *B. Support robust and tailored physical activity education and promotion.*

Along with building environments that support and prompt more physical activity, it is important to increase awareness of the benefits of physical activity and offer tips to help people move more. However, many people do not know the recommended amounts of physical activity. To empower Americans to be more active, the Biden-Harris Administration will:

- **Support regular updates to the *Physical Activity Guidelines for Americans* and increase awareness of the importance of physical activity.** Only 22% of people are aware of the federal government's *Physical Activity Guidelines for Americans*.[49] These guidelines provide information on the amounts and types of physical activity necessary to become and stay healthy. HHS promotes the guidelines through the Move Your Way® campaign, but funding to support the *Physical Activity Guidelines for Americans* and the Move Your Way® campaign has not been consistent. The Biden-Harris Administration will work with Congress and private sector actors to provide funding to support both the *Physical Activity Guidelines for Americans* and Move Your Way®.
- **Tailor physical activity messages to resonate with specific demographic groups.** Education is most effective when messages and tactics are tailored to specific audiences. Yet, most physical activity campaigns fail to target specific demographic groups.[50] To create more tailored physical activity messages:
  - HHS will release evidence-based strategies to increase physical activity among older adults.
  - HHS IHS will update its Physical Activity Toolkit and re-ignite the Just Move It program designed to help Indigenous people move more.
  - BOP will enhance its vocational training program to teach inmates to develop individualized exercise and nutrition plans for those who are at-risk for or who currently have diet-related diseases.
  - BOP will launch a new program, "Women's Life Skills," which includes nutrition and physical activity sessions designed for women who may have limited experience with independent living or a physical or mental disability. This program will be available to all women in BOP facilities.
- **Facilitate physical activity in federal facilities.** To serve as a model employer, GSA will reinvigorate the Consider the Stairs campaign in all federal facilities through new signage to encourage employees to take the stairs instead of elevators. GSA will also post

best practices from the campaign to GSA's website to encourage other employers to adopt this concept.

**Call to Action for a Whole-of-Society Response**

• State, local, and territory governments should adopt jurisdiction-wide plans and proclamations to promote CDC's Active People, Healthy Nation as well as adopt and implement Complete Streets policies and Safe Routes to School programs.

• State governments should offer free passes for children and/or families to state parks.

• State, local, and territory governments should increase accessibility for community members with disabilities to exercise at local parks or workout facilities.

• State governments should consider establishing and monitoring implementation of more rigorous physical education requirements in schools to meet or exceed the *Physical Activity Guidelines for Americans'* recommendations for children and adolescents.

• Correctional facilities should provide opportunities for exercise for persons in custody.

• Employers should encourage physical activity in the workplace, including by promoting the use of stairs instead of elevators and active modes of transportation to work, and by providing access to spaces to be physically active at work.

• City bike share companies should subsidize their membership costs for individuals with lower incomes.

• The private sector should invest in building parks and safe sidewalks in underserved neighborhoods.

• The private sector, non-profits, and local governments should work together to create shared-use agreements to make open spaces, sports facilities, and fields open to schools.

## Pillar 5—Enhance Nutrition and Food Security Research: *Improve nutrition metrics, data collection, and research to inform nutrition and food security policy, particularly on issues of equity, access, and disparities.*

The Biden-Harris Administration is committed to developing innovative, inclusive, impactful, and science-based, policy solutions to address nutrition and food insecurity. The federal government spends approximately $2 billion on nutrition research each year, primarily through HHS National Institutes of Health (NIH). However, there are still gaps in the scientific understanding of nutrition and health. To expand nutrition, health, and food security research efforts and ensure equitable opportunity for marginalized groups to realize the benefits of research, the Biden-Harris Administration will:

- **Bolster nutrition research funding to support evidence-based policies.** Adequate funding and staff are needed to effectively conduct consistent and innovative nutrition research. For example, the Dietary Reference Intakes (DRIs) are a set of values used to plan and assess nutrient intakes in the U.S. DRIs are widely used in evaluation research, development of dietary guidance, population surveillance, program assessment, and consumer education—yet funding to update them regularly is inconsistent and insufficient.
- **Implement a coordinated federal vision for advancing nutrition science.** The Administration will increase collaboration across nutrition science and research priorities to identify the research and data needs that are most likely to make a meaningful impact on food security and nutrition. Working with external scientific experts, the Interagency Committee on Human Nutrition Research, and the White House Office of Science and Technology Policy (OSTP), the President's Council of Advisors on Science & Technology (PCAST) will identify scientific opportunities, gaps, and priorities to continue to advance nutrition science, with a particular emphasis on ensuring equitable access to the benefits of research.
- **Ensure diversity and inclusion in nutrition, health, and food security research.** It is critical to ensure equity in research to develop effective policies and interventions that take into account the nutritional needs and cultural preferences and norms of all Americans.
    - HHS and USDA will select a 2025 Dietary Guidelines Advisory Committee (Committee) that has a diverse membership with respect to points of view, expertise, experience, education, and institutional affiliation to reflect the racial, ethnic, gender, and geographic diversity of the U.S. The Committee will review all the *Dietary Guidelines for Americans'* scientific questions with a health equity lens to ensure that the 2025-2030 *Dietary Guidelines for Americans* is inclusive of people from diverse racial, ethnic, socioeconomic, and cultural backgrounds. The Committee will also explore whether additional examples of healthy dietary patterns should be developed and proposed based on population norms, preferences, and needs of the diverse individuals and cultural foodways within the U.S. population. HHS and USDA will also start examining best practices for adding systems approaches (considering the multiple factors that influence individuals' dietary patterns) to the rigorous evidence review process used for developing the *Dietary Guidelines for Americans* to ensure they reflect the highest scientific integrity and contain information adaptable for public health and consumer use.
    - USDA's Agricultural Research Service (ARS) will conduct research to more precisely define nutritional needs of American Indians and Native Alaskans. ARS will also leverage a new partnership between the Grand Forks Human Nutrition Research Center and the University of North Dakota to better understand American Indians and Native Alaskans' diets and Indigenous foods. Additionally, ARS will expand the National Nutrient database to include reports of the concentrations of nutrients in American Indians and Native Alaskans' foods.
    - The HHS NIH Common Fund Community Partnerships to Advance Science for Society (ComPASS) Program will catalyze, develop, and rigorously assess community-led, health equity structural interventions that leverage multisectoral

partnerships to advance health equity. ComPASS will also develop a new health equity research model for community-led, multisectoral structural intervention research across NIH and other federal agencies.
    - NPS will update its Healthy Parks, Healthy People Science Plan to add equity and access to parks among underserved populations as a specific research element.
    - The Appalachian Regional Commission will develop a research report that describes current conditions and innovative approaches to food security and food access in the Appalachian Region.

- **Expand and diversify the nutrition science workforce.** A well-trained and diverse nutrition science workforce, including researchers and educators, is critical to promote and strengthen research efforts.
    - HHS NIH will support advanced training in artificial intelligence for precision nutrition science institutional training programs.
    - HHS NIH will invest in research to develop and validate new methodologies in nutrition sciences, including leveraging mobile technologies, applying computational approaches, and using artificial intelligence and machine learning. These efforts require recruitment of trainees from a diversity of backgrounds, including those from groups historically excluded from biomedical, behavioral, and clinical research; individuals with disabilities; and individuals from disadvantaged backgrounds.
    - USDA National Institute of Food and Agriculture (NIFA) will assess its evolving research, education, and extension portfolio to determine which program areas can be utilized to impact workforce development opportunities across the agricultural and nutrition science workforces. For example, NIFA will utilize the Cooperative Extension and their connection to the Land-Grant University systems; relationships with state, Tribal, local, county, territory, and university partners; and community-based presence, as an outreach arm for reaching historically underserved populations, including HBCUs, Tribal Colleges, and Hispanic-Serving Institutions.

- **Invest in creative new approaches to advance research regarding the prevention and treatment of diet-related diseases.** Policy interventions must be guided by knowledge of the past but also creative new approaches to accelerate scientific investigation, coordination, and translation of current and future advances. With increasing availability and lower costs of genetic sequencing technologies and artificial intelligence, now is the time to study the impacts that early life nutrition and social and environmental exposures have on healthy development and future diseases.
    - USDA Agriculture Research Service (ARS) will utilize machine learning and artificial intelligence approaches for the development of algorithms to better understand and predict interactions between food- and nutrition-related data and health outcomes. Validated biomarkers of nutrient intake and nutritional status will be identified to address personalized needs for specific foods and components.
    - HHS NIH will plan research to determine the role of diet and other early-life exposures in health and disease.
    - HHS NIH will research the interplay between nutrition, oral disease, and comprehensive health.

  - HHS NIH will explore developing validated measurements and methodologies to assess 24-hour patterns of diet, physical activity, and sleep.

- **Bolster data collection to better identify trends.** Strategic decisions can be better informed with improved data on communities and/or populations that may most benefit from interventions. HHS CDC and USDA will update national data methods and infrastructure to identify trends in population intake of sodium and added sugars. USDA Economic Research Service will develop and implement a second National Household Food Acquisition and Purchase Survey as part of building and maintaining its Consumer Food Data Base.
- **Evaluate federal assistance programs and innovative models to understand impact and areas for improvement and scalability.** Continued research, evaluation, and innovation of federal assistance programs can create a strong evidence base to allow for the creation of effective programs.
  - USDA will work to more effectively measure equity within federal nutrition assistance programs, including across Tribes and among people with disabilities, and build the evidence for these programs' impact on food insecurity, nutrition, and health.
  - ED will conduct a survey to better understand how institutions addressed food insecurity among college students during the pandemic; how schools used Higher Education Emergency Relief Fund grants, including ARP funds, for food pantries; and how food insecurity persists among college students. ED will also convene institutions to lift up best practices for addressing food insecurity on college campuses.
- **Better understand the SDOH to help achieve health equity.** A better understanding of SDOH can provide vital information to inform efforts and improve health at the individual and population levels to advance health equity.
  - HHS CMS will measure social risk factors, including food insecurity, for at-risk Medicare Advantage beneficiaries.
  - HHS ACL is developing an older adult Nutrition Research Agenda that will involve federal and external partners to identify gaps in existing research regarding food insecurity, hunger, malnutrition, and behavioral health issues in order to develop a long-term framework for advancing the quality of services, establishing research priorities and creating impactful policies.
  - HUD will map USDA's Food Access Research Atlas with HUD administrative data to pinpoint areas with limited access to affordable and nutritious foods and prioritize education of HUD grantees in those areas to inform their use of HUD programs and grants.
  - HUD will partner with USDA and the Census Bureau to better understand and address persistent food insecurity among HUD-assisted individuals already connected with nutrition assistance programs.
  - HUD will include enhancing nutrition and food security research into the next HUD learning agenda for research publications.
  - DoD will conduct analysis of the root causes and impacts of food insecurity and analyze the standardized USDA measure of food security data obtained in the Status

of Forces Survey of Active Duty and Members, Survey of Active Duty Spouses, Status of Forces Survey of Reserve Component Members, and Survey of Reserve Component Spouses.

- **Research the intersection of climate change, food security, and nutrition.** Climate change has direct relevance for the future of food security and human health, altering the nutrient content of crops and increasing the risk of undernutrition, infectious diseases, respiratory illness, allergies, cardiovascular diseases, food and waterborne illness, and mental illness. Better understanding how nutrition security is interrelated with challenges and opportunities in the use of natural resources is important to ensure long-term food and nutrition security.
    - HHS will leverage the NIH Climate and Health Initiative to research the effects of climate change on food quality and nutrition security on the health of populations.
    - USDA NIFA will enter into an agreement with the National Academies of Sciences, Engineering, and Medicine to determine the links between human health and soil health by reviewing existing research on the connections between the human microbiome and soil microbiome and soil management practices and the nutrient density of foods, and identify areas for future research.

**Call to Action for a Whole-of-Society Response**

• State and territory governments should support nutrition and food security research at universities and colleges, including HBCUs, MSIs, and Tribal Colleges and Universities.

• State, local, and territory governments should enter into data sharing agreements with universities, think tanks, food retailers, and other entities to provide administrative data about the use of food banks, participation in after-school sports, or development of Tribal traditional food systems.

• State, local, and territory governments should invest in programs building the pipeline of researchers, particularly from communities of color, rural communities, and people with disabilities.

• Universities, colleges, and academic medical centers should bolster hunger, nutrition, and physical activity research and data collection disaggregated by factors, including race, ethnicity, and other demographic and social factors.

• Philanthropy should support research studies and efforts to bolster and diversify the nutrition science pipeline.

• The private sector should invest in robust research and development focused on nutrition, equity, and health, including research on the microbiome, immunity, diabetes, and other chronic diseases and underserved populations.

# Appendix: Acknowledgments

The White House Domestic Policy Council (DPC) is deeply grateful for the commitment and dedication of the following partners:

*Interagency Policy Committee:* DPC thanks the 25 U.S. Government Departments and agencies and each of the components within the Executive Office of the President that are part of the IPC that helped guide this strategy. A special thanks goes to the teams at USDA and HHS who collaborated closely with DPC on planning the White House Conference on Hunger, Nutrition, and Health. DPC looks forward to continuing to work with and convene the IPC to implement and build on the national strategy.

*Listening Session Participants and Support:* DPC is grateful for the Cabinet members, Administration officials, and federal staff who joined the listening sessions, particularly those that facilitated the discussions and served as notetakers. Thank you to each panelist for sharing your personal story of lived experience. Your vulnerability and inspiring stories helped us better understand how to meet the needs of individuals and families living with hunger and/or diet-related diseases, and your experiences informed this strategy.

*Members of Congress:* DPC greatly appreciates the bipartisan support of Chairman McGovern, Senator Booker, and Senator Braun for the White House Conference on Hunger, Nutrition, and Health. DPC also recognizes and is grateful for the late Congresswoman Jackie Walorski for her unwavering commitment to ending hunger.

*Stakeholders:* DPC is thankful for the resounding support, input, and expertise from a diverse range of stakeholders that cut across all sectors and parts of the country. Our continued collaboration will be key to the successful implementation and long-term sustainability of the strategy. DPC looks forward to working with you in the years ahead to finally end hunger and reduce diet-related diseases and disparities in the U.S.

★ ★ ★ ★ ★ ★

# Appendix: Development of the Strategy

## A Whole-of-Government Approach

Working across the government, the Biden-Harris Administration developed this holistic, whole-of-government approach to help change the system that allows disparities to persist and to drive transformative change to end hunger and reduce diet-related disease. The Biden-Harris Administration convened an interagency workgroup to plan and develop this strategy. The interagency workgroup includes 25 agencies and regional commissions.

- AmeriCorps
- Appalachian Regional Commission
- Delta Regional Authority
- Denali Commission
- Department of Agriculture
- Department of Commerce
- Department of Defense
- Department of Education
- Department of Health and Human Services
- Department of Housing and Urban Development
- Department of Interior
- Department of Justice
- Department of Labor
- Department of Transportation
- Department of the Treasury
- Department of Veterans Affairs
- Environmental Protection Agency
- Federal Emergency Management Agency
- Federal Trade Commission
- General Services Administration
- Northern Border Regional Commission
- Office of Personnel Management
- Small Business Administration
- Social Security Administration
- Southeast Crescent Regional Commission

Each agency has a role to play in ending hunger and reducing diet-related diseases. An inventory of the numerous existing federal programs and initiatives related to food insecurity, nutrition, and diet-related diseases was recently included in a report to Congress.

## Stakeholder Engagement

In summer 2022, the Biden-Harris Administration conducted robust stakeholder engagement as part of the process of developing this strategy, including:

- Hosting six virtual, regional listening sessions that were open to the public;
- Hosting sector-specific listening sessions for individuals with lived experience, non-profits and advocacy groups, faith-based groups, labor groups; agriculture groups, health care groups; private sector companies, philanthropy, civil rights groups, youth groups, Veteran and military family groups, and many more;
- Hosting a Tribal Consultation;
- Opening a portal on the White House Conference website for any individual to share their ideas and experiences with hunger and/or diet-related diseases; and
- Releasing a toolkit that stakeholders could use to host their own convenings with their networks and communities.

Anti-hunger, nutrition, and public health advocates; community organizations; state, Tribal, local, and territory governments; food businesses; health care organizations; and many others have pioneered initiatives to end hunger and improve healthy eating and physical activity. Hearing their ideas, stories, and lessons learned was critical to informing this strategy. The Biden-Harris Administration prioritized incorporating insights from people with lived experience, who are often the most impacted by historic inequities, to ensure the actions outlined in the strategy meet the needs of the people they are intended to serve.

# References


[1] Coleman-Jensen, A., Rabbitt, M. P., Gregory, C. A., & Singh, A. (2022, September 7). *Household Food Security in the United States in 2021.* Retrieved from USDA Economic Research Report No. (ERR-309) 51 pp: https://www.ers.usda.gov/publications/pub-details/?pubid=104655

[2] Coleman-Jensen, A., Rabbitt, M. P., Gregory, C. A., & Singh, A. (2022, September 7). *Household Food Security in the United States in 2021.* Retrieved from USDA Economic Research Report No. (ERR-309) 51 pp: https://www.ers.usda.gov/publications/pub-details/?pubid=104655

[3] FAO Statistics Division. (n.d.). *Hunger and food insecurity.* Retrieved September 14, 2022, from Food and Agriculture Organization of the United Nations: https://www.fao.org/hunger/en/

[4] National Center for Chronic Disease Prevention and Health Promotion | Division of Nutrition, Physical Activity, and Obesity. (2022, September 27). *Adult Obesity Prevalence Maps.* Retrieved from Centers for Disease Control and Prevention: www.cdc.gov/obesity/data/prevalence-maps.html; Warren, M., Beck, S., & West, M. (2022, September). *The State of Obesity: Better Policies for a Healthier America 2022.* Retrieved from Trust for America's Health.

[5] National Diabetes Prevention Program. (2021, December 21). *About Prediabetes & Type 2 Diabetes.* Retrieved from Centers for Disease Control and Prevention: https://www.cdc.gov/diabetes/prevention/about-prediabetes.html

[6] National Center for Chronic Disease Prevention and Health Promotion. (2022, June 7). *Cancer.* Retrieved from Centers for Disease Control and Prevention: https://www.cdc.gov/chronicdisease/resources/publications/factsheets/cancer.htm

[7] Ostchega, Y., Fryar, C. D., Nwankwo, T., & Nguyen, D. T. (2020, April). *Hypertension Prevalence Among Adults Aged 18 and Over: United States, 2017–2018.* Retrieved from NCHS Data Brief, No. 364: https://www.cdc.gov/nchs/data/databriefs/db364-h.pdf

[8] National Center for Health Statistics. (2022, September 6). *Leading Causes of Death.* Retrieved from U.S. Department of Health & Human Services | Centers for Disease Control and Prevention: https://www.cdc.gov/nchs/fastats/leading-causes-of-death.htm

[9] Coleman-Jensen, A., Rabbitt, M. P., Gregory, C. A., & Singh, A. (2022, September 7). *Household Food Security in the United States in 2021.* Retrieved from USDA Economic Research Report No. (ERR-309) 51 pp: https://www.ers.usda.gov/publications/pub-details/?pubid=104655; Military Family Advisory Network. (n.d.). *Military Family Support Programming Survey 2019 Results.* Retrieved from Military Family Advisory Network: https://www.mfan.org/wp-content/uploads/2021/10/MFAN2019SurveyResults.pdf; U.S. Department of Agriculture. (2022, September 7). *Interactive Charts and Highlights.* Retrieved from U.S. Department of Agriculture | Economic Research Service: https://www.ers.usda.gov/topics/food-nutrition-assistance/food-security-in-the-u-s/interactive-charts-and-highlights/#disability; Centers for Disease Control and Prevention. (n.d.). *National Diabetes Statistics Report 2020 | Estimates of Diabetes and Its Burden in the United States.* Retrieved from Centers for Disease Control and Prevention: https://www.cdc.gov/diabetes/pdfs/data/statistics/national-diabetes-statistics-report.pdf; National Center for Chronic Disease Prevention and Health Promotion. (2019, July 1). *Rural Health.* Retrieved from Centers for Disease Control and Prevention: https://www.cdc.gov/chronicdisease/resources/publications/factsheets/rural-health.htm; Ostchega, Y., Fryar, C. D., Nwankwo, T., & Nguyen, D. T. (2020, April). *Hypertension Prevalence Among Adults Aged 18 and Over: United States, 2017–2018.* Retrieved from NCHS Data Brief, No. 364: https://www.cdc.gov/nchs/data/databriefs/db364-h.pdf; File, T., & Marshall, J. (2021, August 11). *Household Pulse Survey LGBT Community Harder Hit by Economic Impact of Pandemic | Shows LGBT Adults More Likely to Report Living in Households With Food and Economic Insecurity Than Non-LGBT Respondents.* Retrieved from U.S. Census

Bureau: https://www.census.gov/library/stories/2021/08/lgbt-community-harder-hit-by-economic-impact-of-pandemic.html; Milken Institute School of Public Health. (2020, September 23). *Survey Finds 40 Percent of Puerto Rican Families Reporting Food Insecurity Due to COVID-19.* Retrieved from The George Washington University: https://publichealth.gwu.edu/content/survey-finds-40-percent-puerto-rican-families-reporting-food-insecurity-due-covid-19; Lee-Kwan, S., Kumar, G., Ayscue, P., Santos, M., McGuire, L. C., Blanck, H. M., & Nua, M. T. (2015, March 20). *Healthful Food Availability in Stores and Restaurants — American Samoa, 2014.* Retrieved from Morbidity and Mortality Weekly Report (MMWR) | Centers for Disease Control and Prevention: https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4584804/

[10] CommunicateHealth, Inc. (2022, September 16). Impacts of Food Insecurity & Diet-related Diseases: Individuals and Societal Costs; Burrows, T., Goldman, S., Pursey, K., & Lim, R. (2016, September 7). *Is there an association between dietary intake and academic achievement: a systematic review.* Retrieved from Journal of Human Nutrition and Dietetics, Volume 30 Issue 2, p. 117-140: https://pubmed.ncbi.nlm.nih.gov/27599886/; Dash, S. R., O'Neil, A., & Jacka, F. N. (2016, April 29). *Diet and Common Mental Disorders: The Imperative to Translate Evidence into Action.* Retrieved from Frontiers in Public Health: https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4850164/#B21; Dieleman, J. L., Cao, J., Chapin, A., Chen, C., Li, Z., Liu, A., . . . Murray, J. C. (2020, March 3). *US Health Care Spending by Payer and Health Condition, 1996-2016.* Retrieved from JAMA: https://pubmed.ncbi.nlm.nih.gov/32125402/; Fang, D., Thomsen, M. R., & Nayga Jr, R. M. (2021, March 29). *The association between food insecurity and mental health during the COVID-19 pandemic.* Retrieved from BMC Public Health: https://bmcpublichealth.biomedcentral.com/articles/10.1186/s12889-021-10631-0; Goettler, A., Grosse, A., & Sonntag, D. (2017, October 5). *Productivity loss due to overweight and obesity: a systematic review of indirect costs.* Retrieved from BMJ Open: https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5640019/; Leung, C. W., Epel, E. S., Willett, W. C., Rimm, E. B., & Laraia, B. A. (2014, December 31). *Household Food Insecurity Is Positively Associated with Depression among Low-Income Supplemental Nutrition Assistance Program Participants and Income-Eligible Nonparticipants.* Retrieved from The Journal of Nutrition, Volume 145, Issue 3, Pages 622–627: https://academic.oup.com/jn/article/145/3/622/4743717; National Center for Chronic Disease Prevention and Health Promotion. (2022, August 10). *Preventing and controlling chronic diseases is a matter of national security.* Retrieved from Centers for Disease Control and Prevention: https://www.cdc.gov/chronicdisease/resources/publications/factsheets/military-readiness.htm; Shepard, D. S., Setren, E., & Cooper, D. (2011, October). *Hunger in America: Suffering We All Pay For.* Retrieved from Center for American Progress: http://cdn.americanprogress.org/wp-content/uploads/issues/2011/10/pdf/hunger_paper.pdf?_ga=2.152536697.1162153604.1658673445-1022612228.1651170432; Virani, S. S., Alonso, A., Benjamin, E. J., Bittencourt, M. S., Callaway, C. W., Carson, A. P., . . . Tsao, C. W. (2020, January 29). *Heart Disease and Stroke Statistics—2020 Update: A Report From the American Heart Association.* Retrieved from Circulation: https://doi.org/10.1161/CIR.0000000000000757

[11] Hales, L., & Coleman-Jensen, A. (2022, February 7). *Food Insecurity for Households With Children Rose in 2020, Disrupting Decade-long Decline.* Retrieved from USDA | Economic Research Service: https://www.ers.usda.gov/amber-waves/2022/february/food-insecurity-for-households-with-children-rose-in-2020-disrupting-decade-long-decline/

[12] Hales, L., & Coleman-Jensen, A. (2022, February 7). *Food Insecurity for Households With Children Rose in 2020, Disrupting Decade-long Decline.* Retrieved from USDA | Economic Research Service: https://www.ers.usda.gov/amber-waves/2022/february/food-insecurity-for-households-with-children-rose-in-2020-disrupting-decade-long-decline/

[13] Bryant, E. (2021, March 9). *Most COVID-19 hospitalizations due to four conditions.* Retrieved from NIH Research Matters | National Institutes of Health: https://www.nih.gov/news-events/nih-research-matters/most-covid-19-hospitalizations-due-four-conditions

[14] U.S. Department of Agriculture. (2020, December). *Dietary Guidelines for Americans 2020-2025, 9th edition.* Retrieved from U.S. Department of Agriculture: https://www.dietaryguidelines.gov/sites/default/files/2021-03/Dietary_Guidelines_for_Americans-2020-2025.pdf; Office of Disease Prevention and Health Promotion | Healthy

People 2030. (n.d.). *Physical Activity.* Retrieved from U.S. Department of Health and Human Services: https://health.gov/healthypeople/objectives-and-data/browse-objectives/physical-activity

[15] U.S. Department of Agriculture. (2020, December). *Dietary Guidelines for Americans 2020-2025, 9th edition.* Retrieved from U.S. Department of Agriculture: https://www.dietaryguidelines.gov/sites/default/files/2021-03/Dietary_Guidelines_for_Americans-2020-2025.pdf

[16] National Center for Health Statistics. (2022, September 6). *Exercise or Physical Activity.* Retrieved from Centers for Disease Control and Prevention: https://www.cdc.gov/nchs/fastats/exercise.htm

[17] U.S. Department of Health and Human Services. (2018). *Physical Activity Guidelines for Americans, 2nd edition.* Retrieved from U.S. Department of Health and Human Services: https://health.gov/sites/default/files/2019-09/Physical_Activity_Guidelines_2nd_edition.pdf

[18] Office of Disease Prevention and Health Promotion. (n.d.). *Food Insecurity | Healthy People 2030.* Retrieved September 14, 2022, from U.S. Department of Health and Human Services: https://health.gov/healthypeople/priority-areas/social-determinants-health/literature-summaries/food-insecurity

[19] Rhone, A., Ploeg, M. V., Williams, R., & Breneman, V. (2019, May). *Understanding Low-Income and Low-Access Census Tracts Across the Nation: Subnational and Subpopulation Estimates of Access to Healthy Food.* Retrieved from U.S. Department of Agriculture | Economic Research Service: https://www.ers.usda.gov/webdocs/publications/93141/eib-209.pdf?v=7340.2

[20] Chang, S., & Kim, K. (2017, August 29). *A review of factors limiting physical activity among young children from low-income families.* Retrieved from Journal of Exercise Rehabilitation: https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5667611/

[21] The White House. (2022, September). *The Biden-Harris Economic Blueprint.* Retrieved from The White House: https://www.whitehouse.gov/wp-content/uploads/2022/09/Biden-Economic-Blueprint-Report-720PM-MASTER-DOC.pdf

[22] Burns, K., Fox, L., & Wilson, D. (2022, September 13). *Expansions to Child Tax Credit Contributed to 46% Decline in Child Poverty Since 2020.* Retrieved from U.S. Census Bureau: https://www.census.gov/library/stories/2022/09/record-drop-in-child-poverty.html

[23] Shafer, P. R., Gutiérrez, K. M., Ettinger de Cuba, S., Bovell-Ammon, A., & Raifman, J. (2022, January 13). *Association of the Implementation of Child Tax Credit Advance Payments.* Retrieved from JAMA: https://childrenshealthwatch.org/wp-content/uploads/shafer_2022_oi_211202_1641586727.69679.pdf

[24] Coleman-Jensen, A., Rabbitt, M. P., Gregory, C. A., & Singh, A. (2022, September). *Household Food Security in the United States in 2021.* Retrieved from U.S. Department of Agriculture | Economic Research Service: https://www.ers.usda.gov/webdocs/publications/104656/err-309.pdf?v=8000.1

[25] Llobrera, J., Saenz, M., & Hall, L. (2021, August 26). *USDA Announces Important SNAP Benefit Modernization.* Retrieved from Center on Budget and Policy Priorities: https://www.cbpp.org/research/food-assistance/usda-announces-important-snap-benefit-modernization; Wheaton, L., & Kwon, D. (2022, August 1). *Effect of the Reevaluated Thrifty Food Plan and Emergency Allotments on Supplemental Nutrition Assistance Program Benefits and Poverty.* Retrieved from Urban Institute: https://www.urban.org/research/publication/effect-reevaluated-thrifty-food-plan-and-emergency-allotments-supplemental

[26] Huang, J., Barnidge, E., & Kim, Y. (2015, July 22). *Children Receiving Free or Reduced-Price School Lunch Have Higher Food Insufficiency Rates in Summer.* Retrieved from The Journal of Nutrition, Volume 145, Issue 9, Pages 2161–2168: https://academic.oup.com/jn/article/145/9/2161/4585742?login=true; Franckle, R., Adler, R., &

Davison, K. (2014, June 12). *Accelerated Weight Gain Among Children During Summer Versus School Year and Related Racial/Ethnic Disparities: A Systematic Review.* Retrieved from Preventing Chronic Disease: https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4060873/

[27] Collins, A. M., Briefel, R., Klerman, J. A., Wolf, A., Rowe, G., Logan, C., . . . Lyskawa, J. (2016, May). *Summer Electronic Benefit Transfer for Children (SEBTC) Demonstration: Summary Report.* Retrieved from U.S. Department of Agriculture | Food and Nutrition Service: https://fns-prod.azureedge.us/sites/default/files/ops/sebtcfinalreport.pdf

[28] The Sentencing Project. (2015, September). *A Lifetime of Punishment: The Impact of the Felony Drug Ban on Welfare Benefits.* Retrieved from The Sentencing Project: https://www.sentencingproject.org/wp-content/uploads/2015/12/A-Lifetime-of-Punishment.pdf; Yang, C. S. (2017, May). *Does Public Assistance Reduce Recidivism?* Retrieved from American Economic Review: Papers and Proceedings, Vol. 107, No. 5: http://www.law.harvard.edu/programs/olin_center/papers/pdf/Yang_920.pdf; Durose, M. R., Cooper, A. D., & Snyder, H. N. (2014, April). *Recidivism of Prisoners Released in 30 States in 2005: Patterns from 2005 to 2010 - Update.* Retrieved from Bureau of Justice Statistics: https://www.bjs.gov/index.cfm?ty=pbdetail&iid=4986; Tuttle, C. (2018, June 12). *Snapping Back: Food Stamp Bans and Criminal Recidivism.* Retrieved from Social Science Research Network: https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2845435; Couloute, L., & Kopf, D. (2018, July). *Out of Prison & Out of Work: Unemployment among formerly incarcerated people.* Retrieved from Prison Policy Initiative: https://www.prisonpolicy.org/reports/outofwork.html; deVuono-powell, S., Schweidler, C., Walters, A., & Zohrabi, A. (2015, September). *Who Pays? The True Cost of Incarceration on Families.* Retrieved from Ella Baker Center for Human Rights, Forward Together, and Research Action Design: http://whopaysreport.org/wp-content/uploads/2015/09/Who-Pays-FINAL.pdf

[29] Rothwell, J. (2014, September 30). *How the War on Drugs Damages Black Social Mobility.* Retrieved from The Brookings Institution: https://www.brookings.edu/blog/social-mobility-memos/2014/09/30/how-the-war-on-drugs-damages-black-social-mobility/

[30] U.S. Department of Agriculture. (2021, November 15). *At White House Tribal Leaders Summit, USDA Announces New Initiatives Serving Indian Country.* Retrieved from U.S. Department of Agriculture: https://www.usda.gov/media/press-releases/2021/11/15/white-house-tribal-leaders-summit-usda-announces-new-initiatives

[31] Rhone, A., Ver Ploeg, M., Dicken, C., Williams, R., & Breneman, V. (2017, January). *Low-Income and Low-Supermarket-Access Census Tracts, 2010-2015.* Retrieved from U.S. Department of Agriculture | Economic Research Service: https://www.ers.usda.gov/webdocs/publications/82101/eib-165.pdf?v=3395.3

[32] Buzby, J. C., Wells, H. F., & Hyman, J. (2014, February 20). *The Estimated Amount, Value, and Calories of Postharvest Food Losses at the Retail and Consumer Levels in the United States.* Retrieved from U.S. Department of Agriculture | Economic Research Service: https://www.ers.usda.gov/publications/pub-details/?pubid=43836

[33] Berkowitz, S. A., Terranova, J., Hill, C., Ajayi, T., Linsky, T., Tishler, L. W., & DeWalt, D. A. (2018, April). *Meal Delivery Programs Reduce The Use Of Costly Health Care In Dually Eligible Medicare And Medicaid Beneficiaries.* Retrieved from Health Affairs | Culture of Health: https://www.healthaffairs.org/doi/full/10.1377/hlthaff.2017.0999

[34] De Lew, N., & Sommers, B. D. (2022, March 31). *Addressing Social Determinants of Health in Federal Programs.* Retrieved from JAMA Health Forum: https://jamanetwork.com/journals/jama-health-forum/fullarticle/2790811

[35] Belleny, D. (2021, March 10). *The Unique Implications of Diversifying Dietetics.* Retrieved from Center for Primary Care | Harvard Medical School: https://info.primarycare.hms.harvard.edu/review/diversifying-dietetics

[36] Dosedel, E. (2021, November). *Compensation and Benefits Survey 2021.* Retrieved from Journal of the Academy of Nutrition and Dietetics: https://www.jandonline.org/action/showPdf?pii=S2212-2672%2821%2901258-2

[37] Lando, A., Verrill, L., & Wu, F. (2021, March). *FDA's Food Safety and Nutrition Survey (FSANS), 2019 Survey.* Retrieved from U.S. Food & Drug Administration: https://www.fda.gov/media/146532/download

[38] Croker, H., Packer, J., Russell, S. J., Stansfield, C., & Viner, R. (2020, May 4). *Front of pack nutritional labelling schemes: a systematic review and meta-analysis of recent evidence relating to objectively measured consumption and purchasing.* Retrieved from Journal of Human Nutrition and Dietetics, Volume 33, Issue 4, p. 518-537: https://pubmed.ncbi.nlm.nih.gov/32364292/; Roberto, C. A., Ng, S. W., Ganderats-Fuentes, M., Hammond, D., Barquera, S., Jauregui, A., & Taillie, L. S. (2021, October 11). *The Influence of Front-of-Package Nutrition Labeling on Consumer Behavior and Product Reformulation.* Retrieved from Annual Review of Nutrition: https://pubmed.ncbi.nlm.nih.gov/34339293/

[39] Miller, P. E., Reedy, J., Kirkpatrick, S. I., & Krebs-Smith, S. M. (2014, November 1). *The United States Food Supply Is Not Consistent with Dietary Guidance: Evidence from an Evaluation Using the Healthy Eating Index-2010.* Retrieved from Journal of the Academy of Nutrition and Dietetics, Volume 115, Issue 1, Pages 95-100: https://doi.org/10.1016/j.jand.2014.08.030

[40] Center for Food Safety and Applied Nutrition. (2021, October). *Guidance for Industry: Voluntary Sodium Reduction Goals.* Retrieved from Food and Drug Administration: www.fda.gov/SodiumReduction

[41] UConn Rudd Center for Food Policy & Health. (n.d.). *Food Marketing.* Retrieved September 14, 2022, from University of Connecticut: https://uconnruddcenter.org/research/food-marketing/

[42] Harris, J. L., Fleming-Milici, F., Phaneuf, L., Jensen, M., Yoon, Y., McCann, M., & Mancini, S. (2021, June). *Fast food advertising: Billions in spending, continued high exposure by youth.* Retrieved from UConn Rudd Center for Food Policy & Obesity: https://media.ruddcenter.uconn.edu/PDFs/FACTS2021.pdf

[43] Gittelsohn, J., Rowan, M., & Gadhoke, P. (2012, February 16). *Interventions in small food stores to change the food environment, improve diet, and reduce risk of chronic disease.* Retrieved from Preventing Chronic Disease: https://pubmed.ncbi.nlm.nih.gov/22338599/

[44] Thomson, J., Landry, A., & Walls, T. (2022, June 14). *Can United States adults accurately assess their diet quality.* Retrieved from U.S. Department of Agriculture | Agricultural Research Service: https://www.ars.usda.gov/research/publications/publication/?seqNo115=391830

[45] U.S. Department of Health and Human Services. (2018). *Physical Activity Guidelines for Americans, 2nd edition.* Retrieved from U.S. Department of Health and Human Services: https://health.gov/sites/default/files/2019-09/Physical_Activity_Guidelines_2nd_edition.pdf; Office of Disease Prevention and Health Promotion | Healthy People 2030. (n.d.). *Physical Activity.* Retrieved from U.S. Department of Health and Human Services: https://health.gov/healthypeople/objectives-and-data/browse-objectives/physical-activity

[46] Division of Nutrition, Physical Activity, and Obesity | National Center for Chronic Disease Prevention and Health Promotion. (2022, March 16). *Parks, Recreation and Green Spaces.* Retrieved from Centers for Disease Control and Prevention: https://www.cdc.gov/physicalactivity/activepeoplehealthynation/everyone-can-be-involved/parks-recreation-and-green-spaces.html

[47] Young, D. R., Cradock, A. L., Eyler, A. A., Fenton, M., Pedroso, M., Sallis, J. F., & Whitsel, L. P. (2020, September 15). *Creating Built Environments That Expand Active Transportation and Active Living Across the United States: A Policy Statement From the American Heart Association.* Retrieved from Circulation, Volume 142, Issue 11, Pages 167-183: https://www.ahajournals.org/doi/epub/10.1161/CIR.0000000000000878

[48] Office of Disease Prevention and Health Promotion. (n.d.). *Healthy People 2030 | Increase the proportion of adolescents who do enough aerobic and muscle-strengthening activity — PA-08.* Retrieved from U.S. Department of Health and Human Services: https://health.gov/healthypeople/objectives-and-data/browse-objectives/physical-activity/increase-proportion-adolescents-who-do-enough-aerobic-and-muscle-strengthening-activity-pa-08; U.S. Department of Health and Human Services. (2018). *Physical Activity Guidelines for Americans, 2nd edition.* Retrieved from U.S. Department of Health and Human Services: https://health.gov/sites/default/files/2019-09/Physical_Activity_Guidelines_2nd_edition.pdf

[49] Piercy, K. L., Bevington, F., Vaux-Bjerke, A., Hilfiker, S. W., Arayasirikul, S., & Barnett, E. Y. (2020, February 21). *Understanding Contemplators' Knowledge and Awareness of the Physical Activity Guidelines.* Retrieved from Journal of Physical Activity and Health, Volume 17, Issue 4: https://journals.humankinetics.com/view/journals/jpah/17/4/article-p404.xml

[50] Bergeron, C. D., Tanner, A. H., Friedman, D. B., Zheng, Y., Schrock, C. S., Bornstein, D. B., . . . Swift, N. (2019, March 4). *Physical Activity Communication: A Scoping Review of the Literature.* Retrieved from Health Promotion Practice: https://pubmed.ncbi.nlm.nih.gov/30832516/

✶ An official website of the City of Chicago **Here's how you know**

**COVID-19 Vaccine**

The COVID-19 vaccines are safe and effective, and are an important tool for ending the global pandemic. Vaccines protect you and the people around you, reducing the spread of COVID-19. Learn more at **Learn more at Chicago.gov/COVIDVax**.



# Chicago Department of Public Health

Providing guidance, services, and strategies that make Chicago a healthier and safer city.



## City Council Passes Ordinance Banning the Sale of Flavored Vaping Products as The City Takes Another Important Step to Protect the Health of Young People

September 9, 2020

**Vaping is on the rise among young people and flavors are used to lure them to the product**

Mayor's Press Office 312.744.3334 / press@cityofchicago.org

**CHICAGO** – The Chicago City Council passed an ordinance today banning the sale of flavored vaping products in the city as another important step in preventing young people from picking up the habit and potentially developing a lifelong addiction. The ordinance specifically targets flavored liquid nicotine products that create the taste or aroma of, among other things, menthol, mint, wintergreen, chocolate, vanilla, cocoa, or candy or dessert.

“With flavors like candy and chocolate, these products are designed to entice youth, and we as a City have a responsibility to do everything we can to prevent that from happening,” said Mayor Lori E. Lightfoot. “This ordinance is an important step, but more must be done to protect our young people’s health from vaping and the tobacco industry’s efforts to have them to develop life-threatening habits.”

“I have always been an advocate for Chicago’s children, and I am proud to be the chief sponsor of an ordinance that promotes their health and safety by banning the sale of flavored vaping products,” said Ald. O’Shea (19th Ward).

With both vapor products and combustible tobacco, such flavors are targeted to youth and can also mislead them to believe that flavored products are safer than other tobacco products. Studies have shown that 80% of youth tobacco users started with a flavored product, and 80% of youth and young adult users say they would quit if flavored tobacco products were unavailable.

“I congratulate the City Council for addressing flavors comprehensively in this vapefocused ordinance, rather than carving out specific flavors,” said Chicago Department of Public Health (CDPH) Commissioner Allison Arwady, M.D. “And I look forward to seeing this body take this same comprehensive approach to flavors in the future, as together we address combustible products and work to improve the health and life expectancy of all Chicagoans.”

The City has filed a number of lawsuits against vape product manufacturers and retailers for deceptive marketing and illegal sales to kids. Chicago was one of the first cities in the nation to add e-cigarettes to its Clean Indoor Air Ordinance, the first big city to impose a vaping tax, and the first jurisdiction anywhere to include menthol in a flavored tobacco sales ban, which covers stores within 500 feet of high schools. Numerous other jurisdictions have now passed flavored tobac[illegible]s that include menthol, most recently California. Research shows that menthol cigarettes—most common among African Americans—[illegible]re addictive and harder to quit than other tobacco products.

"We have come a long way. Twenty years ago, one in four teens in Chicago smoked cigarettes. Today, that number is down to one in 25," said Dr. Arwady. "Yet the growing vaping epidemic is unacceptable, as are the increasing inequities in tobacco use. To advance health and equity, we must keep going."

A new report from CDPH found that the rate of cigarette smoking by youth in Chicago is down to 3.9%, a historic low, yet vaping is on the rise and racial disparities in tobacco use have widened. If combustible and vapor products are combined, 16.6% of high school students in Chicago use some form of tobacco—a 12% increase since 2017. This increase is driven by an 88% increase in the vaping rate, while traditional cigarette use has fallen, the report found. Not all youth in Chicago are faring equally. Cigarette use by young Black males has risen 32% in the past two years even as all other demographics see declines. Moreover, the vaping rate for Black youth more than quadrupled in the last two years, by far the highest increase across racial and ethnic groups.

Along with the vaping ordinance, Mayor Lightfoot and the City Council also introduced a resolution today committing themselves to further action on vaping and tobacco. The resolution speaks to the City's "dedication to continuing to work on crafting and enacting legislation to ban the sale of all flavored tobacco products citywide, including menthol cigarettes."


## Contact CDPH

**Main Phone:** 312.747.9884
**Employment Verifications:** 312.747.9580
**Medical Records:** 312.747.9782
**Communicable Disease, TB, and Immunization Programs:** 312.746.5380
**Food Protection:** 312.746.8030
**Lead Poisoning Prevention:** 312.747.5323
**24-hour Assistance:** 311

## Links

**General Inquiries:** healthychicago@cityofchicago.org
**Media Inquiries:** media.cdph@cityofchicago.org
**211 Metro Chicago Helpline:** 211MetroChicago.org
**FOIA Requests:** File A Public Health FOIA Request

## Connect With CDPH

Home Disclaimer Privacy Policy Web Standards Site Credits Site Map Contact Us Press Room

City of Chicago

Copyright © 2010 - 2023 City of Chicago

# STATES & LOCALITIES THAT HAVE RESTRICTED THE SALE OF FLAVORED TOBACCO PRODUCTS

Cigarettes with specific characterizing flavors, other than menthol, were prohibited in the U.S. on September 22, 2009, as part of the Family Smoking Prevention and Tobacco Control Act (TCA) that gave the U.S. Food and Drug Administration (FDA) authority over tobacco products. In addition to the federal ban on flavored cigarettes, states and localities can implement additional sales restrictions to address menthol cigarettes and flavored non-cigarette tobacco products and their appeal to youth and young adults.

## States

In November 2019, Massachusetts became the first state to restrict the sale of all flavored tobacco products, including menthol cigarettes. In 2020, New Jersey, New York and Rhode Island enacted bans on the sale of flavored e-cigarettes and California became the second state to prohibit the sale of both flavored e-cigarettes and menthol cigarettes.

- **Massachusetts**[2] (effective 11/27/19 for e-cigarettes; 6/1/20 for all other products)
- New Jersey[4] (effective 4/20/20)
- New York[4,7] (effective 5/18/20)
- Rhode Island[4] (effective 3/26/20)
- **California**[6,8,9] (effective 12/21/22)

Two additional states—Maryland and Utah—restrict the sale of some flavored e-cigarettes. Maryland prohibits the sale of all flavored cartridge-based and disposable e-cigarettes except for menthol-flavored products, and Utah prohibits the sale of flavored e-cigarettes in non-retail tobacco specialty businesses, except mint- and menthol-flavored products.

In 2019, eight states—Massachusetts, Michigan, Montana, New York, Oregon, Rhode Island, Utah and Washington—issued emergency rules to temporarily ban the sale of flavored e-cigarettes. As a result of legal challenges, these orders were blocked in Michigan, New York, Oregon and Utah. The Montana and Washington state orders have expired. Massachusetts, New York and Rhode Island later enacted permanent bans.

Prior to the enactment of the Tobacco Control Act, New Jersey had already restricted the sale of flavored cigarettes, excluding menthol and clove flavors. Maine prohibits the sale of flavored non-premium cigars.

## Localities

Over 360 localities have passed restrictions* on the sale of flavored tobacco products, although laws differ in their application to specific products and store types (see endnotes). At least 170 of these communities—those listed in **bold**—restrict the sale of menthol cigarettes, in addition to other flavored tobacco products.

**California (139)**

1. **Adelanto**
2. **Alameda**
3. **Alameda County**[3]
4. **Albany**
5. **Alhambra**
6. **Alturas**
7. Anderson[2,4]
8. **Antioch**
9. Arroyo Grande[4,7]

**California (cont'd)**

10. Auburn
11. **Baldwin Park**
12. **Buena Park**[6]
13. **Benicia**
14. **Berkeley**
15. **Beverly Hills**
16. **Burbank**[2]
17. **Burlingame**
18. Calabasas[2]

**California (cont'd)**

19. **Capitola**
20. **Carpinteria**
21. **Carson**
22. Cerritos[4]
23. **Chula Vista**[6,8,9]
24. Cloverdale
25. **Compton**[2]
26. **Contra Costa County**[3]
27. **Corte Madera**


1400 I Street NW · Suite 1200 · Washington, DC 20005
Phone (202) 296-5469 · Fax (202) 296-5427 · www.tobaccofreekids.org

**California (cont'd)**

28. **Cudahy**
29. **Culver City**[2]
30. **Cupertino**
31. Danville[4,7]
32. **Davis**
33. **Delano**
34. **Dublin**
35. **East Palo Alto**
36. El Cerrito
37. **El Monte**
38. **Encinitas**[6]
39. **Fairfax**
40. **Fremont**
41. **Glendale**[6,8,9]
42. **Goleta**
43. **Guadalupe**
44. **Half Moon Bay**
45. **Hayward**
46. **Hermosa Beach**
47. **Hollister**
48. **Imperial Beach**
49. **Lafayette**
50. **Laguna Niguel**
51. **Larkspur**
52. **La Verne**[6]
53. **Livermore**
54. **Long Beach**[6,8,9]
55. Loomis[4]
56. **Los Altos**[2]
57. **Los Angeles**[6]
58. **Los Angeles County**[3]
59. **Los Gatos**
60. **Mammoth Lakes**
61. **Manhattan Beach**
62. **Marin County**[3]
63. **Maywood**
64. **Mendocino County**[3]
65. **Menlo Park**
66. **Mill Valley**
67. **Mono County**[3]
68. **Monterey**
69. **Monterey County**[3]
70. **Morgan Hill**
71. Morro Bay[5]
72. **Napa**[6,8,9]
73. Novato
74. **Oakland**
75. **Orinda**
76. **Oroville**
77. **Oxnard**
78. **Pacifica**[6]
79. **Pacific Grove**
80. Palmdale[4]
81. **Palo Alto**
82. **Paradise**
83. **Pasadena**
84. **Petaluma**
85. **Pico Rivera**

**California (cont'd)**

86. Pinole
87. **Pleasant Hill**[6,8,9]
88. **Pleasanton**
89. **Portola Valley**
90. **Rancho Cordova**[6]
91. **Redondo Beach**[2]
92. **Redwood City**[6]
93. **Richmond**
94. **Ross**
95. **Sacramento**
96. **Sacramento County**[3]
97. **San Anselmo**
98. **San Benito County**[3]
99. **San Carlos**
100. **San Diego**[6,8,9]
101. **San Diego County**[3,6,8,9]
102. **San Francisco**
103. **San Jose**[6,8,9]
104. **San Juan Batista**
105. **San Leandro**
106. San Luis Obispo[4,7]
107. San Luis Obispo County[3,4,7]
108. **San Mateo**
109. **San Mateo County**[3]
110. **San Pablo**
111. **San Rafael**
112. **Santa Ana**
113. **Santa Barbara County**[3]
114. **Santa Clara County**[3]
115. **Santa Clarita**
116. **Santa Cruz**
117. **Santa Cruz County**[3]
118. **Santa Maria**
119. Saratoga
120. **Sausalito**
121. **Scotts Valley**
122. **Sebastopol**
123. **Solana Beach**
124. **Soledad**
125. Sonoma[4]
126. **South San Francisco**
127. **Stanton**
128. **Sunnyvale**
129. **Tiburon**
130. **Ventura**
131. Ventura County[3,4]
132. **Walnut**
133. **Walnut Creek**[6]
134. **Watsonville**
135. **West Hollywood**[6]
136. **West Sacramento**
137. Windsor
138. **Woodland**
139. **Yolo County**[3]

**Colorado (6)**

1. **Aspen**
2. Boulder[4]
3. **Carbondale**
4. **Edgewater**
5. **Glenwood Springs**
6. **Snowmass Village**

**Georgia (1)**

1. Watkinsville[4]

**Illinois (2)**

2. **Chicago**[1]
3. River Forest[4]

**Maine (6)**

1. **Bangor**
2. **Bar Harbor**
3. **Brunswick**
4. Rockland[4]
5. **South Portland**
6. **Portland**

**Massachusetts (168)**

1. **Acton**[2]
2. Adams[2]
3. Agawam[2]
4. Andover[2]
5. Amherst[2]
6. Arlington[2]
7. Ashburnham[2]
8. Ashby[2]
9. **Ashland**[2]
10. Athol[2]
11. Attleboro[2]
12. Avon[2]
13. Ayer[2]
14. **Barnstable**[2]
15. Bedford[2]
16. Belmont[2]
17. Beverly[2]
18. Billerica[2]
19. Bolton[2]
20. **Boston**[2]
21. Braintree[2]
22. Brewster[2]
23. Brockton[2]
24. **Brookline**
25. Buckland[2]
26. Cambridge[2]
27. Canton[2]
28. Carver[2]
29. Charlemont[2]
30. Charlton[2]
31. **Chatham**[2]
32. Chelsea[2]
33. Chelmsford[2]
34. Clinton[2]

**Massachusetts (cont'd)**

35. Cohasset[2]
36. Concord[2]
37. Conway[2]
38. Danvers[2]
39. Dedham[2]
40. Deerfield[2]
41. Dracut[2]
42. Duxbury[2]
43. Easthampton[2]
44. E. Longmeadow[2]
45. Easton[2]
46. Edgartown[2]
47. Essex[2]
48. Everett[2]
49. Fairhaven[2]
50. Fitchburg[2]
51. **Framingham**[2]
52. Franklin[2]
53. Gardner[2]
54. Gill[2]
55. Gloucester[2]
56. Grafton[2]
57. Granby[2]
58. Greenfield[2]
59. Groton[2]
60. Hadley[2]
61. Halifax[2]
62. Hamilton[2]
63. **Harvard[2]**
64. **Harwich[2]**
65. Hatfield[2]
66. Haverhill[2]
67. Holbrook[2]
68. Holden[2]
69. Holyoke[2]
70. Hopkinton[2]
71. Ipswich[2]
72. Lancaster[2]
73. Lanesboro[2]
74. Lawrence[2]
75. Leominster[2]
76. Lee[2]
77. Lenox[2]
78. Leverett[2]
79. Littleton[2]
80. Lowell[2]
81. Ludlow[2]
82. **Lynn**
83. Lynnfield[2]
84. **Malden[2]**
85. Marblehead[2]
86. Marion[2]
87. Marlboro[2]
88. Marshfield[2]
89. Mashpee[2]
90. Maynard[2]
91. Medfield[2]

**Massachusetts (cont'd)**

92. Medford[2]
93. Melrose[2]
94. Methuen[2]
95. **Middleboro[2]**
96. Middleton[2]
97. Millis[2]
98. Milton[2]
99. Montague[2]
100. Natick[2]
101. **Needham**[2]
102. Newburyport[2]
103. Newton[2]
104. **Norfolk[2]**
105. North Adams[2]
106. **North Andover[2]**
107. North Attleboro[2]
108. Northampton[2]
109. North Reading[2]
110. Norton[2]
111. Norwell[2]
112. **Norwood**[2]
113. Oak Bluffs[2]
114. Orange[2]
115. Orleans[2]
116. Palmer[2]
117. Peabody[2]
118. Pittsfield[2]
119. Provincetown[2]
120. Reading[2]
121. Rockport[2]
122. Royalston[2]
123. Salem[2]
124. Sandwich[2]
125. Saugus[2]
126. **Sharon**[2]
127. Shelburne[2]
128. Sherborn[2]
129. Shrewsbury[2]
130. **Somerville**[2]
131. Southampton[2]
132. **South Hadley[2]**
133. Spencer[2]
134. Stockbridge[2]
135. Stoneham[2]
136. **Stoughton[2]**
137. Stow[2]
138. Sudbury[2]
139. Sunderland[2]
140. **Swampscott**[2]
141. Templeton[2]
142. Tewksbury[2]
143. Topsfield[2]
144. Townsend[2]
145. Tyngsboro[2]
146. Upton[2]
147. Uxbridge[2]
148. Wakefield[2]
149. **Walpole[2]**

**Massachusetts (cont'd)**

150. Wareham[2]
151. Watertown[2]
152. Webster[2]
153. Wellfleet[2]
154. West Boylston[2]
155. Westboro[2]
156. Westford[2]
157. Westminster[2]
158. Westwood[2]
159. Whately
160. Wilbraham[2]
161. Williamstown[2]
162. Wilmington[2]
163. Winchendon[2]
164. Winchester[2]
165. **Winthrop**
166. Worcester[2]
167. Wrentham[2]
168. Yarmouth[2]

**Minnesota (27)**

1. **Arden Hills**
2. **Bloomington**
3. **Brown's Valley**
4. Dilworth[4]
5. **Duluth[2]**
6. **Edina**
7. **Falcon Heights[2]**
8. **Fridley[2]**
9. **Golden Valley**
10. **Hennepin County[2,3]**
11. **Lauderdale**
12. **Lilydale**
13. **Mendota Heights**
14. **Minneapolis[2]**
15. **Moorhead**
16. New Hope
17. Nobles County[4]
18. Prior Lake[4]
19. Robbinsdale[2]
20. **Roseville[2]**
21. Rushford[2]
22. **Shakopee**
23. St. Louis Park[2]
24. **St. Paul[2]**
25. Shoreview[2]
26. **Traverse County**
27. **Wheaton**

**New Jersey (4)**

1. Hanover Township[4]
2. Jersey City[4]
3. Vineland[4]
4. Westfield[4]

**New York (3)**
1. New York City[2]
2. **Manheim**
3. Yonkers[4]

**Ohio (3)**
1. **Bexley**
2. Columbus[6]
3. Toledo[4]

**Oregon (2)**
1. **Multnomah County**
2. **Washington County**

**Rhode Island (6)**
1. Barrington[2]
2. Central Falls[2]
3. Johnston[2]
4. Middletown[2]
5. Providence[2]
6. Woonsocket[2]

**Washington, DC[6]**

MA localities courtesy of the Municipal Tobacco Control Technical Assistance Program.

*****The above list may not be comprehensive. It includes communities that have passed restrictions, but some have future implementation dates and/or are the subject of litigation.

***Campaign for Tobacco-Free Kids, March 17, 2023 / Laura Bach***

---

[1] Chicago's e-cigarette flavor ban is comprehensive, but restrictions on other tobacco products apply only to retailers within 500 feet of high schools and exempt adult-only tobacco retailers
[2] Exempts certain types of retailers, such as tobacco retailers (stores that receive a certain proportion of their revenue from tobacco), tobacco/smoking bars, e-cigarette establishments, adult-only retailers and/or liquor stores.
[3] Applies only to retailers in unincorporated areas of the County.
[4] Flavor restrictions only apply to e-cigarettes.
[5] Exempts smokeless tobacco.
[6] Exempts hookah tobacco and/or hookah bars
[7] Exempts products that have received a marketing order from the FDA. Currently, no e-cigarettes have received a marketing order.
[8] Exempts pipe tobacco
[9] Exempts premium cigars

# VILLAGE OF MAYWOOD

## Local Liquor Control Commission

40 E. Madison Street, Maywood, IL 60153 * 708-450-6300

Date: June 16,2023

To: Board of Trustees, Village of Maywood

From: Nathanial George Booker, Liquor Commissioner

cc: James Krischke, Village Manager
Michael T. Jurusik, Village Attorney

Re: Local Liquor Control Commissioner Recommendation

---

I thereby waive the Local Liquor Control Commission review of the applications, the 45-day submission prior to the event and recommend the below item for ratification and/or approval by the Board of Trustees of the Village of Maywood.

1. Village of Maywood – Class "C" Liquor License Application (Temporary Liquor License – Non-Municipal Owned Property) Village of Maywood request for Class "C" Liquor License for Legends Bar and Grill, 9 N. 5th Avenue – Friday, July 7, 2023 from 6 p.m. to 10 p.m.

Nathanial George Booker, Liquor Commissioner

# VILLAGE MANAGERS REPORT

# JUNE 20, 2023

**TRANSFER STATION CLEANUP - UPDATE**

Public Works has completed the cleanup work on the south portion of the old transfer station site. This area included general debris.

Work on the north portion of the lot will be more involved. The debris in this area consists of heavy road materials (concrete, stone, asphalt, etc.…). We have reached an agreement with LRS on removal of a large number of old tires.

As resources become available, we will continue working on cleaning up the entire site.

**IT SERVICES, COMCAST PHONE, AND INTERNET - UPDATE**

Impact IT has been ramping up work on the villages IT network. Replacement hardware as part of the original agreement is arriving and being systematically incorporated into our network.

Comcast is working with Impact on the implementation of the new phone system and the related internet upgrade. We are expecting implementation of the new phone system to occur by mid-July. Implementation will occur in phases to minimize impact on village operations.

This process has proven to be more difficult than originally thought. In addition to delays with key equipment, we experienced issues with our inventory of existing lines, old non-existence lines, and extensions. This took significant time to resolve. Work is now complete and the process of implementing the new phone system is back on track.

**AT&T TELEPHONE MATTERS – EMERGENCY LINES**

Emergency dispatch numbers accessed by the public (911) and internally (non-emergency) have been provided through AT&T. This service is being transferred to Comcast as part of our new phone and internet service agreement. The transfer of the lines is a complicated matter that involves multiple entities, the most important being the IKE Dispatch center.

Preliminary work required for the transfer is complete. Testing of the new service will be conducted in the week of June 19th. If all goes well, we will coordinate a full transfer shortly thereafter. Once complete the old AT&T emergency line connections can be cancelled and AT&T charges stopped. This will be a huge savings to the village.

**FIRE FIGHTERS' UNION AGREEMENT - UPDATE**

Contract negotiations have been ongoing since October on a new Fire Fighters agreement. Due to scheduling difficulties, this process is taking much longer than expected. Negotiations are continuing. We have about 3 matters to resolve before moving this to the Village Board for approval.

**DEMOLITION OF HOUSES – USE OF GRANT FUNDS - UPDATE**

The village was awarded a Strong Communities grant that provides $125,000 for demolition services. The grant funds are being used for the demolition of up to five (5) residential properties.

Demolitions have been scheduled for next week. Final approvals have been obtained and utility disconnects have been made already.

**COPIERS, E-FAX, AND STORAGE MANAGEMENT**

A new agreement with Konica Minolta is on the agenda for approval. The new agreement includes a lease for three (3) new high-volume copiers, maintenance/supplies, one-click copy rates, and eFax capability for all departments. Once the agreement is approved, we'll schedule installation of the new equipment and implementation of eFax. Additionally, we'll finalize payment for the existing equipment. It is anticipated that the new equipment will be delivered and ready for installation in the early part of July.

**MAPS JR. GRANT - UPDATE**

As you know, the Village was awarded a Federal Department of Justice MAPS JR. Grant for youth engagement. Grant funds of $621,000 have been received by the village. The youth engagement program has been initiated and grant funds are being expensed. Expenses related to this program are reported in the financial report and placed on the agenda for approval. The finance department is working with the PD on the required grant reporting. This program is ongoing and will continue until complete.

**VILLAGE AUDITS – BUDGET AMENDMENT**

The Village Auditors, Baker Tilly, have completed their work on the 2020/2021 audit. Draft audits have been provided to the Finance Department for their review. Financial Director Lanya Satchell has been in contact with Baker Tilly to arrange for a formal presentation to the Village Board.

In addition, the finance department is working on preparation of the 2022/23 budget amendment. The budget amendment will be completed and presented to the Village Board for approval on July 11. Efforts are being made to schedule the audit presentation at the same meeting.

Additionally, the Finance Department and Baker Tilly have begun their work on the 2021/2022 audit. Once completed, the village will be caught up and current with their financial audits. The 2021/2022 is expected to be completed by fall 2023.

**COOK COUNTY/ELEVATE LEAD SERVICE LINE REPLACEMENT PROGRAM**

The Cook County/Elevate Lead Service Line Replacement Program was officially launched on May 1, 2023. There have been four (4) local daycare centers that have enrolled in the program. Elevate has reached out to the Village to participate in two marketing campaigns. Community Engagement Director Banks and the Mayor are working with them on the marketing campaign.

**POLICE DEPARTMENT BODY CAMERAS – IN-CAR VIDEO**

As recently reported, we ran into an issue with the newly implemented body-worn camera system. The technical issues have been resolved and the system is back in service. Police officers have been reunited with their body-worn camera equipment.

In addition to some technical/software issues, the staff is also working on matters related to storage and retention of the video. This relates to both the body-worn camera system and the in-car video system. PD management, along with our IT professionals, are in the process of formulating solutions so that the system can provide the needed storage of police video.

**PERSONNEL MATTERS – NEW CODE ENFORCEMENT POSITION - VILLAGE MANAGER SCHEDULE**

Human Resources (HR) is working closely with all departments on various personnel matters. In addition to collaborating with department directors on filling open positions HR continues to work on union negotiations, implementation of PayCor, and various insurance/benefit matters.

A recent development within the Police Department has impacted the availability of two (2) new hires. We were informed that two (2) newly hired officers will be called up to military reserve. Their deployment is scheduled for early fall. The two (2) officers will finish their work at the academy shortly and will begin field office training prior to deployment. As a result, these officers will not be available for full time service for one (1) year. Discussions are taking place regarding options for the hiring of new officers.

The Fire Department will be sending four (4) new firefighters for certification beginning in September. The program is for eight (8) weeks. Once each firefighter has received their certification that can begin their service with the village.

Due to staffing issues and a heavy workload, the code enforcement department needs a new code enforcement officer. As you might recall, we posted for a similar position a few months ago. During that posting we established a list of qualified candidates that would be a good match for the village. One candidate is still available and willing to accept the position if offered.

Funds for this new position were not budgeted, however I believe that the department will be able to absorb the additional costs because of other cost-saving measures. Therefore, I have authorized the hiring of this new position. The Building and Code Director and the Finance Director will monitor the fiscal year expenses for available funds. If needed, a budget amendment can be prepared.

Lastly, HR will continue to post open positions as they exist. We are currently posting for a GIS Coordinator for Community Development and the position of Assistant Village Manager (AVM). The AVM posting has attracted a decent amount of interest. The deadline for submittals is Friday June 16th. A thorough review of the candidates will occur in the next couple of weeks. More information will follow.

I will be out of the office from Saturday July 15 returning to the office on Monday July 24th. I will have limited access to emails and telephone while gone. I will coordinate my absence with the Mayor and Department Directors to ensure that all matters are taken care of.

**MUNICIPAL CAMPUS PLANNING**

In correlation with the Reimagine Maywood initiative the Community Development Department prepared and distributed a Request for Proposal/Qualifications (RFP) for master planning services for a new municipal campus. The submittal deadline for the RFP's is June 30th. All submittals will be reviewed and evaluated, especially regarding cost and availability. Selection of a firm will be a Village Board decision.

Grants have been applied for that can be used for master planning services. Intergovernmental Agreements (IGA) for those grants will be forthcoming, most likely in October. Approval of the IGA's and selection of a firm will be presented to the Village Board as appropriate.

**LAND AND BUILDINGS DIVISION - UPDATE**

As reported last month, the Lands and Buildings staff has been diligently working on a variety of fronts from maintenance of village facilities to summary abatement issues to general village appearance matters. The village has benefited greatly from the services of the Safer Program and Black Men United to assist staff to beautify Maywood. Those services will be ending soon as the agreements will be expiring.

# VILLAGE OF MAYWOOD
## INTERDEPARTMENTAL MEMORANDUM

To: Jim Krischke, Village Manager

From: John West, Director of Public Works

RE: S740 Bobcat

Date: May 5, 2023

---

The department currently owns and operates an S300 Bobcat purchased in 2008. While the machine has been a tremendous help in resolving innumerable service requests over the years it is well past the ten-year turnover cycle. Attached to this memo is a Sourcewell-NJPA Contract #042815 quote for a S740 T4 Bobcat Skid-Steer at a cost of $69,635.00, and a trade in quote for the current S300 of $17,000. In addition, included is a quote of $7,172.00 for machine attachments of a 74" grapple bucket, which will provide higher work efficiency with field projects, and pallet forks for assistance with unloading supply deliveries. In total, with trade in the payout for a new bobcat and attachments is $59,807.

It is my recommendation that the quotes from Bobcat be accepted with a waiver of the bid process, considering the outstanding productivity and durability associated with this brand, and the Item placed on June 20, 2023, Board of Trustee's Agenda for consideration and approval. Let me know if you have any questions.

Cc; File

# Product Quotation

Quotation Number: 39887D039983
Date: 2023-05-05 06:05:35

| Ship to | Bobcat Dealer | Bill To |
|---|---|---|
| Village of Maywood<br>Attn: John West<br>40 Madison St.<br>Maywood, IL 60153<br>Phone: 708.450.4482<br>Fax: 708.450.4422<br>Email: jwest2@maywood-il.org | Atlas Bobcat, Elk Grove Village, IL<br>1160 MCCABE AVE<br>ELK GROVE VILLAGE IL 60007<br>Phone: (847) 678-3633<br>Fax: (847) 678-3587<br>----------<br>Contact: Todd Swartz<br>Phone: 847-678-3633<br>Fax: 847-678-3587<br>Cellular: 847-529-1191<br>E Mail: tswartz@atlasbobcat.com | Village of Maywood<br>Attn: John West<br>40 Madison St.<br>Maywood, IL 60153<br>Phone: 708.450.4482<br>Fax: 708.450.4422 |

| Description | Part No | Qty | Price Ea. | Total |
|---|---|---|---|---|
| **S740 T4 Bobcat Skid-Steer Loader**<br>*B21821 S/N B3BT20052*<br>74 HP Turbo Tier 4 Diesel Engine<br>Air Intake Heater (Automatically Activated)<br>Auxiliary Hydraulics: Variable Flow<br>Backup Alarm<br>Bob-Tach<br>Bobcat Interlock Control System (BICS)<br>Controls: Bobcat Standard<br>Engine/Hydraulic Systems Shutdown<br>Horn<br>Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights | M0275 | 1 | $53,869.00 | $53,869.00 |
| Lift Arm Support<br>Lift Path: Vertical<br>Lights, Front & Rear<br>Operator Cab<br>Includes: Adjustable Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar & Seat Belt<br>Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471<br>Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)<br>Tires: 12-16.5 12 PR Bobcat Heavy Duty<br>Warranty: 2 years, or 2000 hours whichever occurs first | | | | |
| 60 Month Protection Plus (2000 Hours) | 9986172 | 1 | $2,100.00 | $2,100.00 |
| P69 Performance Package<br>Power Bob-Tach<br>7-Pin Attachment Control Kit<br>High Flow<br>2-Speed | M0275-P06-P69 | 1 | $5,451.00 | $5,451.00 |
| Hydraulic Bucket Positioning<br>Automatic Ride Control<br>Reversing Fan | | | | |
| C37 Comfort Package<br>Enclosed Cab with AC/Heat<br>Sound Reduction<br>Cab Accessories Package | M0275-P07-C37 | 1 | $5,019.00 | $5,019.00 |
| Deluxe Instrument Panel with Keyless Start<br>Radio<br>Heated Cloth Air Ride Suspension Seat | | | | |
| Selectable Joystick Controls (SJC) | M0275-R01-C04 | 1 | $737.00 | $737.00 |
| Strobe Light Kit, Amber | 7129301 | 1 | $361.00 | $361.00 |
| S740/S770 Cushion Ride Solid Tires | S750/77033x6x11sp | 1 | $3,950.00 | $3,950.00 |
| 74" Heavy Duty Bucket<br>*AB25634* | 7272680 | 1 | $1,568.00 | $1,568.00 |
| --- Bolt-On Cutting Edge, 74" | 6718007 | 1 | $380.00 | $380.00 |

| | |
|---|---|
| Total of Items Quoted | **$73,435.00** |
| Discount S740/S770 Municipal Rebate | **($3,800.00)** |
| Quote Total - US dollars | **$69,635.00** |

**Notes:**
Discount per the Sourcewell - NJPA Contract #042815-CEC. Effective thru 05-31-2023

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance: Purchase Order: _____

**Authorized Signature:**

**Print:**_____ **Sign:**_____ **Date:** _____

| | | | | | |
|---|---|---|---|---|---|
| ate | 5/12/2023 | | Model | S300 | |
| eller Information | Village of Maywood | | S/N | 531116906 | |
| ddress | Madison St | | Year | 2007 | |
| ity | Maywood IL | | Hr. Mtr | 2229 | |
| tate | IL | | Trade In | | |
| ip | 60559 | | Used | | |
| hone | 708.557.8355 | | Rental Fleet | | |
| ax | | | Other | | |
| ontact | John West | | | | |
| pplication Used in: | | | | | |

| NGINE: | | AXLES/DRIVE MOTORS | | HYDRAULIC CYCLINDERS | | HYDROSTATIC DRIVES: | |
|---|---|---|---|---|---|---|---|
| lake | Kubota | Dry | X | Good | X | RIGHT: | |
| as/Diesel | Diesel | Leaking | | Leak | | Strong | X |
| ood/Bad | Good | TIRES/TRACK | | Bent | | Weak | |
| low-by? | | Standard | X | LOADER ARMS: | | Out | |
| mokes | | Size | | Straight | X | LEFT: | |
| eaks | | Floats | | Bent | | Strong | X |
| ATTERY: | | Hard Rubber | | Welded | | Weak | |
| ood | X | Tread Left % | 0 | Plated | | Out | |
| ad | | Sprocket % | | HYD PUMP | | | |
| ACHINE STARTS: | | RIMS: | | Good | X | | |
| es | X | Bent | | Poor | | | |
| o | | Straight | X | | | | |
| UCKET: | | OPTIONS: | | SEAT: | | | |
| idth | 74" | Pkg. | A51 | Good | X | | |
| ondition | Good | Heat | | Torn | | | |
| UICK TACH: | | HVAC | X | | | | |
| in Cond | Good | ACS | | MISSING ITEMS (DESCRIBE) | | | |
| ood/Bad | | Power Bob | X | | | | |
| OPS: | | Sound Pkg | | | | | |
| ent | | High Flow | | | | | |
| traight | X | 2 Speed | | | | | |
| elded | | | | | | | |
| ust | | | | | | | |
| ISC. | | | | | | | |

| | |
|---|---|
| epairs Needed (Describe) | Door strut is week, two tires are 70% two are 10% |
| hysical Appearance (Describe) | |
| racks or Welds (Describe) | |
| ttachment (Describe) | |

| Bid Date | Amount | By | Valid Thru |
|---|---|---|---|
| 5/12/2023 | $17,000.00 | ECM | 6/12/2023 |

**GREED PURCHASED PRICE: $_____**

***the undersigned, hereby swear or affirm that I the "Seller" of the above equipment described erein and that the information provided is this Bill of Sale is true and correct to the best of my belief.***

**ignature of Seller:_____ Date:_____**

**ignature of Atlas Bobcat Rep: _____ Date:_____**

# Product Quotation

Quotation Number: 41515D042012
Date: 2023-05-11 12:02:47

| Ship to | Bobcat Dealer | Bill To |
|---|---|---|
| Village of Maywood<br>Attn: John West<br>40 Madison St.<br>Maywood, IL 60153<br>Phone: 708.450.4482<br>Fax: 708.450.4422<br>Email: jwest2@maywood-il.org | Atlas Bobcat, Elk Grove Village, IL<br>1160 MCCABE AVE<br>ELK GROVE VILLAGE IL 60007<br>Phone: (847) 678-3633<br>Fax: (847) 678-3587<br>----------<br>Contact: Todd Swartz<br>Phone: 847-678-3633<br>Fax: 847-678-3587<br>Cellular: 847-529-1191<br>E Mail: tswartz@atlasbobcat.com | Village of Maywood<br>Attn: John West<br>40 Madison St.<br>Maywood, IL 60153<br>Phone: 708.450.4482<br>Fax: 708.450.4422 |

| Description | Part No | Qty | Price Ea. | Total |
|---|---|---|---|---|
| 74" Industrial Bucket Grapple | 7168290 | 1 | $5,425.00 | $5,425.00 |
| 5.5K Severe Duty Pallet Fork Frame | 7294332 | 1 | $1,030.00 | $1,030.00 |
| --- 48" 5.5K Severe Duty Pallet Fork Teeth | 6541518 | 1 | $717.00 | $717.00 |

Total of Items Quoted **$7,172.00**
Quote Total - US dollars **$7,172.00**

**Notes:**

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance: Purchase Order: _____

**Authorized Signature:**

**Print:**_____ **Sign:**_____ **Date:** _____

# VILLAGE OF MAYWOOD
## INTERDEPARTMENTAL MEMORANDUM

To: Jim Krischke, Village Manager

From: John West, Director of Public Works

RE: Envirosight Jetscan Sewer Camera

Date: June 13, 2023

---

As part of the new Vactor 2100 purchase the department requested to include a new Envirosight Bluetooth Sewer Camera. The payment submitted from K&S State bank to Standard Equipment did not include the $12,000 cost for the camera. The camera provides water/sewer visual inspection of trouble lines and helps determine more accurate marking of collapse dig points. The department is in possession of the camera, it was delivered with the new vactor two weeks ago. I am requesting that this item be placed on the June 20, 2023, BOT agenda for approval. Please let me know if you have questions.

STANDARD EQUIPMENT COMPANY

www.standardequipment.com
sales@standardequipment.com

625 S IL Route 83
Elmhurst, IL 60126-4200
Phone: (312) 829-1919

**Ship To:** SAME AS BELOW

**Invoice To:** VILLAGE OF MAYWOOD
40 MADISON STREET
MAYWOOD IL 60153

| Branch | | |
|---|---|---|
| 01 - Elmhurst *REPRINT* | | |
| Date | Time | Page |
| 05/31/2023 | 10:19:05 (O) | 1 |
| Account No | Phone No | Inv No 00 |
| MAYWO001 | 7083441200 | U01136 |
| Ship Via | Purchase Order | |
| | | |
| Tax ID No | | |
| E9998154804 | | |
| | Salesperson | |
| Andrew McCarthy | 027 | |

## EQUIPMENT INVOICE

| Description | Amount |
|---|---|
| Stock #: Z001709 Serial #: JS00445 | 12000.00 |
| New 2022 ES JETSCAN | |
| New 2022 ENVIROSIGHT JETSCAN ENVIROSIGHT JETSCAN | |
| Sale # 01 Subtotal: | 12000.00 |
| Total: | 12000.00 |
| Subtotal: | 12000.00 |
| 12365 | 12000.00 |

TERMS: NET 30 DAYS OF INVOICE DATE, UNLESS OTHERWISE SPECIFIED

Accounts over 30 days are subject to a 1 1/2 % service charge (annual rate of 18%), and all costs of collection including reasonable attorneys' fees.

This invoice is deemed correct unless errors are reported in writing to Standard Equipment Company within 10 days of the date hereof.

PLEASE REMIT TO:
STANDARD EQUIPMENT COMPANY
P.O. BOX 1235
BEDFORD PARK, IL. 60499-1235

X _____
Received By

***Thank You For Your Business!***

Village of MAYWOOD

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

CODE ENFORCEMENT DEPARTMENT

# MEMO

**To:** **Village Manager Jim Krischke**

**From:** **Walter Duncan Building & Code**

**CC:**

**Date:** **06/06/2023**

**Re:** **Proposal for emergency vehicle lighting**

**Comments:**

Hello Village Manager,

Please find the attached proposal for emergency vehicle lights for the Code Enforcement vehicles. I would like to have this item placed on the agenda for consideration at the next board meeting.

Although this item was not budgeted it is greatly needed. This year we have partnered with the Cook County Sherriff and other volunteer groups to do work within the village. A requirement of these agreements is for the village to provide safety vehicles while work is being performed in hazardous locations. Moreover, code enforcement services encounter similar situations where emergency/safety lights are needed.

The cost to outfit the six (6) code enforcement vehicles vary depending on the level of emergency lighting that is required. The minimal cost per vehicle is $1,203 and the maximum cost is $2,413. I would like to request a $9,000 budget adjustment to outfit (6) Vehicles. I believe we appropriately outfit the vehicles in this range.

Therefore, I recommend approval to use ABC Automotive Electronics for purchase and installation services in an amount not to exceed $9,000.

Thank you,

**ABC AUTOMOTIVE ELECTRONICS**
**7213 W. ROOSEVELT RD**

**FOREST PARK** **IL** **60130**
**(708) 488-9600** **Fax: (708) 488-9610**
**WWW.ABCAUTOELECTRONICS.COM**

# THANK YOU

**2CERM**
**5**

**QUOTE** Created On: 05/15/2023

| INVOICE | TYPE | DATE | TIME | PAGE# |
|---|---|---|---|---|
| C 242319 | ESTIMATE | 05/15/2023 | 11:50 AM | 1 |

**CUSTOMER INFORMATION**

Village Of Maywood Code Enforcement VIP#
40 Madison St

Maywood IL 60153 wduncan@maywood-il.org
Home: (708) Work: Cell:

**DEALER INFORMATION**

ID#

Ext:

**STK:** **PO:** **RO:**

**AUTOMOBILE DESCRIPTION**

Make: ford Model: maverick
Year: 2022 Color:
VIN#:
Odometer:
Registration:

**APPOINTMENT INFORMATION**

Sales1: 9 Day: Monday Bay#: 0
Sales2: Date: 05/15/2023
Start Time: 11:44 AM Stop Time: 11:44 AM

**Special:**
**Dept/Class:**

**JOB DESCRIPTION**

install safety package

| QTY. | MODEL | MAKE | DESCRIPTION | SERIAL NO. | LIST | PRICE | SUBTOTAL |
|---|---|---|---|---|---|---|---|
| 2 | CD5051VDL2- | EMERGENCY | code 3 visor light amber white | CD5051VDL2-AW | | $210.00 | $420.00 |
| 2 | MS6BS-A/W | EMERGENCY | Brookings 6 diode amber / white | MS6BS-A/W | | $110.00 | $220.00 |
| 1 | SHOPCHARGE | PARTS | HARDWARE/ SHOP CHARGE | SHOPCHARGE | | $65.00 | $65.00 |
| 4.5 | LABOR | LABOR | LABOR | LABOR | | $95.00 | $427.50 |

**TECHNICIAN**

**LABOR/SUBLET DESCRIPTION**

**SUBLET:**

| TECHNICIAN | START | STOP |
|---|---|---|

**TOTAL LABOR HOURS**

| | |
|---|---|
| Materials: | $705.00 |
| Labor: | $427.50 |
| Sublet: | $0.00 |
| Other: | $0.00 |
| Misc: | $0.00 |
| Subtotal: | $1132.50 |
| Sales Tax: | $70.50 |
| **Invoice** | **$1203.00** |

**TERMS & CONDITIONS**

Estimates are good for a period of 90 days.

**HOW PAID**

**Paid Cash :**
**Paid Charge :**
**Card Info :**
**Auth. Code :**
**Paid Check :** **Chk#**
**Paid House :**
**A/R Open :** **Due:**
**Deposit :** **Type:** 0

**ABC AUTOMOTIVE ELECTRONICS**
7213 W. ROOSEVELT RD

**FOREST PARK** **IL** **60130**
**(708) 488-9600** **Fax: (708) 488-9610**
**WWW.ABCAUTOELECTRONICS.COM**

# THANK YOU

**2CERM**
**S**

**QUOTE** Created On: 05/15/2023

| INVOICE | TYPE | DATE | TIME | PAGE |
|---|---|---|---|---|
| C 242438 | ESTIMATE | 05/30/2023 | 12:00 PM | 1 |

**CUSTOMER INFORMATION**

Village Of Maywood Code Enforcement VIP#
40 Madison St

Maywood IL 60153 wduncan@maywood-il.org
Home: (708) Work: Cell:

**DEALER INFORMATION**

ID#

Ext:

**STK:** **PO:** **RO:**

**AUTOMOBILE DESCRIPTION**

Make: ford Model: maverick
Year: 2022 Color:
VIN#:
Odometer:
Registration:

**APPOINTMENT INFORMATION**

Sales1: 9 Day: Tuesday Bay#: 0
Sales2: Date: 05/30/2023
Start Time: 11:53 AM Stop Time: 11:53 AM

**Special:**
**Dept/Class:**

**JOB DESCRIPTION**

install safety package

| QTY. | MODEL | MAKE | DESCRIPTION | SERIAL NO. | LIST PRICE | SUBTOTAL |
|---|---|---|---|---|---|---|
| 4 | CD5051VDL2- | EMERGENCY | code 3 visro r/w 12" | CD5051VDL2-RW | $280.00 | $1120.00 |
| 2 | XTP6RW | EMERGENCY | 6 diode low profile r/w | XTP6RW | $102.91 | $205.82 |
| 1 | SHOPCHARGE | PARTS | HARDWARE/ SHOP CHARGE | SHOPCHARGE | $95.00 | $95.00 |
| 8 | LABOR | LABOR | LABOR | LABOR | $95.00 | $760.00 |
| 1 | ETFBSSN-P | EMERGENCY | sound off tail light flasher | ETFBSSN-P | $82.50 | $82.50 |

**TECHNICIAN**

**LABOR/SUBLET DESCRIPTION** | **TECHNICIAN** | **START** | **STOP**

**SUBLET:**

**TERMS & CONDITIONS**

Estimates are good for a period of 90 days.

**TOTAL LABOR HOURS**

| | |
|---|---|
| Materials: | $1503.32 |
| Labor: | $760.00 |
| Sublet: | $0.00 |
| Other: | $0.00 |
| Misc: | $0.00 |
| Subtotal: | $2263.32 |
| Sales Tax: | $150.34 |
| **Invoice** | **$2413.66** |

**HOW PAID**

**Paid Cash :**
**Paid Charge :**
**Card Info :**
**Auth. Code :**
**Paid Check :** **Chk#**
**Paid House :**
**A/R Open :** **Due:**
**Deposit :** **Type:** 0

Village of
MAYWOOD
POLICE DEPARTMENT
125 SOUTH FIFTH AVENUE • MAYWOOD, ILLINOIS 60153 • (708) 450-4470

9 June 2023

Jim Krischke
Maywood Village Manager
40 Madison Street
Maywood, Illinois 60153

Re: Purchase of Two Police Vehicles

The Maywood Police Department is seeking permission to purchase two 2023 Ford Police Interceptor Utility AWD vehicles. In May of 2023 the Police Department informed the Community Policing and Public Safety Committee of the aforementioned request. The Police Department has received a quote in the amount of $84,160 from Piemonte Fleet located in Melrose Park for the purchase of two police interceptors. The funding for this purchase would be drawn from the Police Department budgetary line items identified as Capital Outlay – 01-04-87000.

Respectfully,

#259

Theodore Yancy
Acting Chief of Police
Maywood Police Department

CHROMEDATA An Autodata Solutions Brand
**Piemonte Fleet**
Mike Wenberg | 708.345.0104 | mwenberg@piemontefleet.com

# Maywood Police Dept

**Prepared For:** Chief Elijah Willis

708.243.0855

ewillis@maywoodpolice-il.org

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD

CHROMEDATA
An Autodata Solutions Brand

**Piemonte Fleet**

Mike Wenberg | 708.345.0104 | mwenberg@piemontefleet.com

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## Quote Worksheet

| | | MSRP |
|---|---|---|
| Base Price | | $47,165.00 |
| Dest Charge | | $1,595.00 |
| Total Options | | ($1,680.00) |
| | **Subtotal** | **$47,080.00** |
| Ford Government Price Concession | | ($5,000.00) |
| | **Subtotal Pre-Tax Adjustments** | **($5,000.00)** |
| Less Customer Discount | | $0.00 |
| | **Subtotal Discount** | **$0.00** |
| Trade-In | | $0.00 |
| | **Subtotal Trade-In** | **$0.00** |
| | **Taxable Price** | **$42,080.00** |
| Sales Tax | | $0.00 |
| | **Subtotal Taxes** | **$0.00** |
| | **Subtotal Post-Tax Adjustments** | **$0.00** |
| | **Total Sales Price** | **$42,080.00** |

Dealer Signature / Date

Customer Signature / Date

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 19546, Data updated May 29, 2023 6:36:00 PM PDT

**Piemonte Fleet**
Mike Wenberg | 708.345.0104 | mwenberg@piemontefleet.com

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## Selected Model and Options

### MODEL

| CODE | MODEL | MSRP |
|---|---|---|
| K8A | 2023 Ford Police Interceptor Utility AWD | $47,165.00 |

### COLORS

| CODE | DESCRIPTION |
|---|---|
| UM | Agate Black |

### ENGINE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | MSRP |
|---|---|---|---|---|
| 99B | Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT* | 0.00 lbs | 0.00 lbs | ($2,830.00) |

### TRANSMISSION

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | MSRP |
|---|---|---|---|---|
| 44U | Transmission: 10-Speed Automatic (44U) | 0.00 lbs | 0.00 lbs | $0.00 |

### OPTION PACKAGE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | MSRP |
|---|---|---|---|---|
| 500A | Order Code 500A | 0.00 lbs | 0.00 lbs | $0.00 |

### AXLE RATIO

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | MSRP |
|---|---|---|---|---|
| ___ | 3.73 Axle Ratio (STD) | 0.00 lbs | 0.00 lbs | $0.00 |

### PRIMARY PAINT

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | MSRP |
|---|---|---|---|---|
| UM | Agate Black | 0.00 lbs | 0.00 lbs | $0.00 |

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 19546, Data updated May 29, 2023 6:36:00 PM PDT

**Piemonte Fleet**
Mike Wenberg | 708.345.0104 | mwenberg@piemontefleet.com

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete )

### SEAT TYPE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | MSRP |
|---|---|---|---|---|
| 96 | Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks | 0.00 lbs | 0.00 lbs | $0.00 |

### ADDITIONAL EQUIPMENT - MECHANICAL

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | MSRP |
|---|---|---|---|---|
| 47A | Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling | 0.00 lbs | 0.00 lbs | $260.00 |

### ADDITIONAL EQUIPMENT - EXTERIOR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | MSRP |
|---|---|---|---|---|
| 153 | Front License Plate Bracket | 0.00 lbs | 0.00 lbs | $0.00 |
| 51T | Driver Only LED Spot Lamp (Whelen) | 0.00 lbs | 0.00 lbs | $420.00 |
| 549 | Heated Sideview Mirrors | 0.00 lbs | 0.00 lbs | $60.00 |
| 59J | Keyed Alike - 1111x | 0.00 lbs | 0.00 lbs | $50.00 |

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 19546, Data updated May 29, 2023 6:36:00 PM PDT

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## ADDITIONAL EQUIPMENT - INTERIOR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | MSRP |
|---|---|---|---|---|
| 18D | Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry | 0.00 lbs | 0.00 lbs | $0.00 |
| 43D | Dark Car Feature -inc: Courtesy lamps disabled when any door is opened | 0.00 lbs | 0.00 lbs | $25.00 |
| 59W | 4G LTE Wi-Fi Hotspot Credit *CREDIT* | 0.00 lbs | 0.00 lbs | ($20.00) |
| 60A | Grille LED Lights, Siren & Speaker Pre-Wiring | 0.00 lbs | 0.00 lbs | $50.00 |
| 67V | Front & Rear Police Wire Harness Connector Kit -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector | 0.00 lbs | 0.00 lbs | $185.00 |
| 68G | Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches | 0.00 lbs | 0.00 lbs | $75.00 |
| 85R | Rear Console Plate -inc: Contours through 2nd row; channel for wiring | 0.00 lbs | 0.00 lbs | $45.00 |
| 87R | Rear View Camera -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror | 0.00 lbs | 0.00 lbs | $0.00 |
| | **Options Total** | **0.00 lbs** | **0.00 lbs** | **($1,680.00)** |

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 19546, Data updated May 29, 2023 6:36:00 PM PDT

**Piemonte Fleet**
Mike Wenberg | 708.345.0104 | mwenberg@piemontefleet.com

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## Standard Equipment

### Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)

Transmission: 10-Speed Automatic (STD)

3.73 Axle Ratio (STD)

50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Transmission w/Oil Cooler

Automatic Full-Time All-Wheel

Engine Oil Cooler

80-Amp/Hr 800CCA Maintenance-Free Battery

Hybrid Electric Motor 220 Amp Alternator

Class III Towing Equipment -inc: Hitch

Trailer Wiring Harness

Police/Fire

1670# Maximum Payload

GVWR: 6,840 lbs (3,103 kgs)

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

19 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Lithium Ion Traction Battery

### Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps

Tires: 255/60R18 AS BSW

Steel Spare Wheel

Spare Tire Mounted Inside Under Cargo

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 19546, Data updated May 29, 2023 6:36:00 PM PDT

**Piemonte Fleet**
Mike Wenberg | 708.345.0104 | mwenberg@piemontefleet.com

## Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( ✓ Complete )

### Exterior

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Auto On/Off Projector Beam Led Low/High Beam Headlamps

LED Brakelights

### Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display

Integrated Roof Antenna

1 LCD Monitor In The Front

### Interior

8-Way Driver Seat

Passenger Seat

35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fleet Telematics Modem Selective Service Internet Access

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 19546, Data updated May 29, 2023 6:36:00 PM PDT

**Piemonte Fleet**
Mike Wenberg | 708.345.0104 | mwenberg@piemontefleet.com

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## Interior

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Driver Information Center

Redundant Digital Speedometer

Trip Computer

Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

2 12V DC Power Outlets

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 19546, Data updated May 29, 2023 6:36:00 PM PDT

## Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete )

### Interior

Air Filtration

### Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

### Safety-Exterior

Side Impact Beams

### Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Passenger Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera w/Washer

### WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 19546, Data updated May 29, 2023 6:36:00 PM PDT

Village of MAYWOOD

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

## CODE ENFORCEMENT DEPARTMENT

**MEMORANDUM**

Date: June 09, 2023

To: Jim Krischke, Interim Village Manager

From: Walter Duncan, Building Official
cc: Angela Smith, Community Development Director

Subject: Recommendation to demolition of 1323 S. 5th Avenue

**Discussion**

**The property located at 1323 S. 5th Avenue is abandoned, dilapidated, and has become so out of repair it is now dangerous, unsafe, or otherwise unfit for human habitation or occupancy. Currently this property has partially collapsed and poses an imminent danger to passer buyers and the surrounding community. Given the current state of the structure repair is unreasonable and very unlikely. It is my recommendation this structure be immediately demolished, and this hazard removed.**

**Recommendation**

**Staff recommends that this structure be immediately demolished, and this hazard removed. Approval to award Spirit Construction the contract for demolition with approval of funding and payment of $55,000 from the Madison TIF in accordance with the redevelopment plan for the district.**

Walter Duncan,

Director of Building & Code

Village of Maywood

Village of MAYWOOD

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

## CODE ENFORCEMENT DEPARTMENT

**To:** **Spirit Wrecking & Excavation Inc**

**From:** **Walter Duncan Building & Code**

**CC:**

**Date:** **05/20/2023**

**Re:** **Request for proposed / Bid for demolition of (1) dilapidated structure.**

This Request for Proposals ("RFP") is being issued by The Village of Maywood for the demolition of (1) one severely damaged and dangerously dilapidated commercial structure. Due to the inherent danger this structure pose the Village is looking to have this structure demolished ASAP. If interested, please visit the site to assess it prior to submitting proposal. The target property is listed below. This process will move swiftly once the contractor is selected. Please return all proposals to the Village no later than 6/07/2023 @ 12:00pm. If you should have additional questions, please contact me at the phone number or email address listed below.

**Demolition is defined as the demolition and removal of building, basements, and foundations, as well as, the demolition and removal of site improvements, including but not limited to retaining walls, paving and foundation landscaping**

Target property #1: 1323 S. 5th Avenue

1. Last known owner of record: **Village of Maywood**
   **Tax ID 15-14-128-004-0000**
   **Severely dilapidated 1 story commercial building.**

Walter Duncan
Director of Building & Code
Village of Maywood
40 Madison Street
Maywood, IL 60153
Ph. 708-450-4429
Email: wduncan@maywood-il.org

SPIRIT
WRECKING & EXCAVATION, INC.

6/7/2023

**Attention: Walter Duncan**
**Village of Maywood**
**40 Madison Street**
**Maywood, IL 60153**
**708-450-4429**
**wduncan@maywood-il.org**

## CONTRACT PROPOSAL

**Spirit Wrecking & Excavation, Inc.** agrees to demolish 1323 S. 5th Avenue located in Maywood, IL, **Spirit Wrecking & Excavation, Inc.** will be furnishing all permits, labor, tools, fencing, materials and machinery necessary to complete demolition.

## SCOPE OF WORK

Demolish buildings down according to city specs to grade and backfill with clean fill. The slab will remain on properties that don't require backfilling. All debris caused by the demolition will be removed from site and legally disposed of.

**Items listed below will be needed to proceed with demolition permits:**

- Signed Contract
- Environmental letters / reports) if necessary - **(NOT INCLUDED IN THIS CONTRACT PRICE)**
- Plat of survey for property
- Proof that gas/electric bill have been shut off
- Fee for water shut-off cutting at the B box ONLY **(INCLUDED IN THIS CONTRACT PRICE)**
- Final paid tax bills

**Exclusion:**

- Environmental issues such as reports, testing, removal of hazardous material
- Utility shutoff (gas/electric)

If there is any environmental issues found, **Spirit Wrecking & Excavation, Inc.** ***(will not)*** *be* responsible for any environmental controlled material handling, underground storage tanks or hazardous material in the building. All salvage shall become the property of **Spirit Wrecking & Excavation, Inc.** The **Owner/Agent** ***(will)*** be responsible for providing an area of access for heavy machinery and related equipment to the site in which the demolition will occur. **Spirit Wrecking & Excavation, Inc.** ***(will not)*** be responsible for any damage done to the provided area of access. Upon completion, the site will be left in a clean and safe condition.

The aforementioned work will be completed for the total sum of **FIFTY FIVE THOUSAND DOLLARS ($55,000.00). Quoted price will remain effective for 30 days from contract date.**

Submitted by:_____Spirit Wrecking

Accepted by:_____Village of Maywood

Village of MAYWOOD

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

## CODE ENFORCEMENT DEPARTMENT

**To:** **Rz Services Inc.**

**From:** **Walter Duncan Building & Code**

**CC:**

**Date:** **05/20/2023**

**Re:** **Request for proposed / Bid for demolition of (1) dilapidated structure.**

---

This Request for Proposals ("RFP") is being issued by The Village of Maywood for the demolition of (1) one severely damaged and dangerously dilapidated commercial structure. Due to the inherent danger this structure pose the Village is looking to have this structure demolished ASAP. If interested, please visit the site to assess it prior to submitting proposal. The target property is listed below. This process will move swiftly once the contractor is selected. Please return all proposals to the Village no later than 6/07/2023 @ 12:00pm. If you should have additional questions, please contact me at the phone number or email address listed below.

**Demolition is defined as the demolition and removal of building, basements, and foundations, as well as, the demolition and removal of site improvements, including but not limited to retaining walls, paving and foundation landscaping**

Target property #1: 1323 S. 5th Avenue

1. Last known owner of record: **Village of Maywood**
   **Tax ID 15-14-128-004-0000**
   **Severely dilapidated 1 story commercial building.**

Walter Duncan
Director of Building & Code
Village of Maywood
40 Madison Street
Maywood, IL 60153
Ph. 708-450-4429
Email: wduncan@maywood-il.org

# Rz Services Inc

Stanislaw Rzepka
Owner
10415 S 75th
Palos His Il 60465
773-716-6429
Rzservices342@gmail.com

## Proposal 502

Owner: Village of Maywood

Phone# : _708-450-4429_

40 Madison St

Maywood IL

**SCOPE OF WORK**

1. Complete Demolition and removal of existing building located at 1323 S 5TH AVE Maywood IL
2. Remove all concrete (foundation)
3. Backfill
4. Non of the trees are being removed
5. Disconnect water service at the B Box and sewer at the property
6. Disconnect electrical service
7. Disconnect gas (proof that gas was shut off)
8. Environmental letter/report
9. Pull the demolition permit (cook county)
10. Clean all debris

- Only work specified in this proposal will be performed. If it is not specified , it is not included.

Completion dates are anticipated. R Z shall complete the work within a reasonable time of period as permitted by weather conditions and the availability of materials. Any set completion date shall be extended if R Z is unable to complete the work for reasons beyond its control. Such as , but not limited to, unforeseen, unanticipated , or hidden work conditions, labor or materialman strike(s), acts of God, and any and all other events beyond control of R. Z. Services. Inc

Costs:
The total cost for the Foundation is $66,150.00 . ( Sixty Six Thousand One Hundred Fifty )
($1,000 One Thousand to start the environmental and cook county permit)

Owner :_Village of Maywood:_____
DATE:_5/1/23_____

CONTRACTOR: R Z Services.Inc
Name: Stanislaw Rzepka

Signature:_____Date:5/1/23

temporary no images test. User does not want to print images.

# Property Details

## 15-14-128-004-0000

1323 S 5TH AVE • MAYWOOD, IL • Proviso

## Tax Details

| | |
|---|---|
| PROPERTY CLASSIFICATION | **517** |
| SQUARE FOOTAGE (LAND) | **10,485** |
| NEIGHBORHOOD | **31** |
| TAXCODE | **31132** |
| NEXT SCHEDULED REASSESSMENT | **2023** |

## Assessed Valuation

2020 Assessor Certified values include adjustments, where applicable, for COVID-19 effects on property.

| | **2022 Assessor Certified** | **2021 Board of Review Certified** |
|---|---|---|
| TOTAL ESTIMATED MARKET VALUE | **$234,000** | **$234,000** |
| TOTAL ASSESSED VALUE | **$58,500** | **$58,500** |
| LAND ASSESSED VALUE | **$20,970** | **$20,970** |
| BUILDING ASSESSED VALUE | **$37,530** | **$37,530** |

* "Property Location" is not a legal/postal mailing address. Its sole purpose is to help our Office locate the property. Therefore, you should not utilize the property location for any purpose, however, you may update the Property Location with your Legal/Postal Mailing Address should you choose to do so. Updating the address will not change the Property Location to a Legal/Postal Mailing Address.

** Information may be available by submitting an FOIA Request

## Exemption Status

## Exemption History

## Characteristics

| | |
|---|---|
| DESCRIPTION | **One story store** |
| AGE | ** |
| BUILDING SQUARE FOOTAGE | ** |
| ASSESSMENT PHASE | **Assessor Valuation** |

[1] Excluded from building square footage, except apartment

[2] Excluded from building square footage

# VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, IL 60153 - www.Maywood-IL.org

**Metropolitan Mayors Caucus' Greenest Region Compact**

WHEREAS, the Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

WHEREAS, the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of environmental stewardship, from energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

WHEREAS, it is important for Mayors and local governments throughout the United States to take leadership roles to advance sustainability both in their own communities and in concert with regional, national and global initiatives; and

WHEREAS, the Metropolitan Mayors Caucus created the Greenest Region Compact to address environmental sustainability issues of global importance at the local level; and

WHEREAS, the Greenest Region Compact, an update to the original pledge and sometimes referred to as the Greenest Region Compact 2, is built on important environmental initiatives already underway in communities, in partnership with many non-profit, state, regional and national organizations; and

WHEREAS, the Greenest Region Compact synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives; and

WHEREAS, the Greenest Region Compact offers a companion Framework to guide communities of all sizes and strengths to assess their current efforts; develop a sustainability plan suited to local priorities; and will offer resources to help them succeed; and

WHEREAS, the consensus goals of the Greenest Region Compact will guide coordinated efforts toward enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

NOW, THEREFORE, BE IT RESOLVED that the Village of Maywood endorses the Greenest Region Compact proposed by the Metropolitan Mayors Caucus and agrees to work to achieve them, both in their own communities and in collaboration throughout the region.

*Nathaniel George Booker*

Mayor Nathaniel George Booker

**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 **ACTING VILLAGE MANAGER,** James Krischke

KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

Michael T. Jurusik
Cell: 708.638.0355
Office: 312.984.6432
Email: mtjurusik@ktjlaw.com

900 Oakmont Lane, Suite 301
Westmont, Illinois 60559

# MEMORANDUM

**TO:** **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
**FROM:** **Michael T. Jurusik**
**DATE:** **June 14, 2023**
**RE:** **Madison Street / Fifth Avenue TIF District Economic Incentive Demolition Contract Proposal of 1323 South 5th Avenue Property from Spirit Wrecking & Excavation, Inc. of Chicago, Illinois ($55,000.00) with Bid Waiver in Lieu of Solicitation of Competitive Proposals**

---

Per the request of Acting Village Manager Jim Krischke, I have enclosed the following documents for review, consideration and action at the June 20, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

1. ORDINANCE AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS IN LIEU OF SOLICITATION OF COMPETITIVE PROPOSALS AND AUTHORIZING THE APPROVAL AND EXECUTION OF DEMOLITION CONTRACT PROPOSAL WITH LOW BIDDER, WRECKING & EXCAVATION, INC. OF CHICAGO, ILLINOIS TO DEMOLISH AN ABANDONED, DILAPIDATED AND UNSAFE STRUCTURE AT 1323 SOUTH 5TH AVENUE PROPERTY LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE DEMOLITION WORK, with a copy of the Demolition Contract Proposal attached to the Ordinance as **Exhibit "A".**

2. Village Staff Memo dated June 9, 2023 regarding this matter.

**Requests for Demolition and Bid Waiver**

Per the Village Staff Memo, the structure located at the 1323 South 5th Avenue property ("Property") is "abandoned, dilapidated … dangerous, unsafe or otherwise unfit for human habitation or occupancy" and Village staff recommends that the structure be demolished. Based on Solicitation of Competitive Proposals, the Village received a low bid proposal for the demolition work from Spirit Wrecking & Excavation, Inc. of Chicago, Illinois in the amount of $55,000.00. Because the property is located in the Madison Street / Fifth Avenue TIF District ("TIF District"), this demolition work can be paid for using TIF District Funds. See also, the enclosed Village Staff Memo dated June 9, 2023 regarding this matter.

Pursuant to Section 36.08 ("Contracts and Purchases") of the Maywood Municipal Code ("MVC"), all purchase orders or contracts for supplies, materials, equipment or contractual services involving the expenditure of more than $10,000.00 shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of the corporate authorities. One of the Village-approved alternatives to the competitive bidding process is for the Village Board to

waive the bidding process and allow Village staff to solicit competitive proposals and to approve the lowest, responsive proposal. In the interest of time and saving of costs, Village staff has followed the solicitation of competitive proposals option and requests a bid waiver.

**Eligibility of Project for TIF Reimbursement**

The actual, documented demolition work is eligible for payment from the TIF District Fund because: (1) the Property is located within the TIF District; and (2) demolition activities and its costs are included under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, which include:

> "(q) "Redevelopment project costs", except for redevelopment project areas created pursuant to subsections (p-1) or (p-2), means and includes the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project. **Such costs include, without limitation, the following:** ***
> (2) Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, **demolition of buildings**, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;"

**Compliance with the Madison Street / Fifth Avenue TIF Redevelopment Plan and Project**

The proposed Project complies with the goals and objectives of the TIF District Redevelopment Plan and Project (adopted January 1997 and amended in October 2020) and the Plan supports the use of TIF District Funds to pay the demolition costs as recommended by Village staff to remove this unsafe, dangerous structure.

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

Sincerely,

KLEIN, THORPE AND JENKINS, LTD.

*Mike*

Michael T. Jurusik

cc. Tori Garron, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Angela Smith, Director of Community Development Department (w/ encls.)
Walter Duncan, Director of Building & Code (w/ encls.)
Michele Kitch, Business Attraction & Retention Coordinator, CD Department (w/ encls.)
Bill Peterhansen, Village Engineer (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

**ORDINANCE NO. CO-2023-_____**

**AN ORDINANCE AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS IN LIEU OF SOLICITATION OF COMPETITIVE PROPOSALS AND AUTHORIZING THE APPROVAL AND EXECUTION OF DEMOLITION CONTRACT PROPOSAL WITH LOW BIDDER, WRECKING & EXCAVATION, INC. OF CHICAGO, ILLINOIS TO DEMOLISH AN ABANDONED, DILAPIDATED AND UNSAFE STRUCTURE AT 1323 SOUTH 5TH AVENUE PROPERTY LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE DEMOLITION WORK**

**WHEREAS**, the Village of Maywood (the "Village") has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties to achieve the aforesaid purposes, and to otherwise take action in the best interests of the Village; and

**WHEREAS**, the Village is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, as amended (the "TIF Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

**WHEREAS**, pursuant to Ordinance No. CO-97-01, Ordinance No. CO-97-02 and Ordinance No. CO-97-03, adopted March 27, 1997, the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's "Madison Street / Fifth Avenue Tax Increment Financing District" (the "TIF District"); and

**WHEREAS**, pursuant to Ordinance Number CO-2013-12 (adopted March 13, 2013) and Ordinance Numbers CO-2020-39, CO-2020-40 and CO-2020-41, adopted December 29, 2020, the Village approved amendments to the TIF Plan in order to extend the term of the TIF District to December 31, 2032; and

**WHEREAS**, the TIF District was established as a bonded TIF District, and as a "pay-as-you-go" funded TIF District, which means that incremental tax revenues would be used to pay for Village-approved eligible TIF project costs or TIF economic incentives as such funds are generated through year-to-year increases in the equalized assessed valuation ("EAV") of the properties within the TIF District. There are no bond proceeds or other debt financing issued to pay for eligible TIF project costs or TIF economic incentives at this time; and

**WHEREAS,** the Village Code Enforcement Department has inspected the structure located at the 1323 South 5th Avenue property ("Property") and determined that the structure is "abandoned, dilapidated … dangerous, unsafe or otherwise unfit for human habitation or occupancy" and Village staff recommended to the Village Board that the structure be demolished. Based on solicitation of competitive proposals, the Village received a low bid proposal for the demolition work from Spirit Wrecking & Excavation, Inc. of Chicago, Illinois ("Contractor") in a not to exceed amount of $55,000.00

("Demolition Contract Proposal"). A copy of the Demolition Contract Proposal is attached hereto as **Exhibit "A"** and made a part hereof; and

**WHEREAS,** pursuant to Section 36.08 ("Contracts and Purchases") of the Maywood Municipal Code ("MVC"), all purchase orders or contracts for supplies, materials, equipment or contractual services involving the expenditure of more than $10,000.00 shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of the corporate authorities. One of the Village-approved alternatives to the competitive bidding process is for the Village Board to waive the bidding process and allow Village staff to solicit competitive proposals and to approve the lowest, responsive proposal. In the interest of time and saving of costs, Village staff has followed the solicitation of competitive proposals option and requests a bid waiver; and

**WHEREAS,** the President and Board of Trustees of the Village find that it is desirable and in the best interests of the Village and its residents, business owners, property owners and the public to waive the competitive bidding process for the purpose of approving the Demolition Contract Proposal with the low proposal Contractor for the following reasons (per Section 36.08(A)(6)(e) of the MVC):

1. The ability, capacity and skill of the bidder to perform the contract to provide the service required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance of previous contracts or services

***

7. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; and

**WHEREAS,** because the Property is located in the TIF District and the demolition activities and its costs are included under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, the demolition work can be paid for using TIF District Funds. Section 11-74.4-3(q) of the TIF Act, provides (emphasis added):

> "(q) "**Redevelopment project costs**", except for redevelopment project areas created pursuant to subsections (p-1) or (p-2), means and includes the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project. **Such costs include, without limitation, the following**: ***
>
> (2) Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, **demolition of buildings**, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;"

**WHEREAS**, the demolition of the structure at the Property by the Village is intended to encourage the redevelopment of the Property and other nearby real properties, to remove visual blighted conditions within the TIF District and to assist with the attraction of new businesses and to retain existing businesses in the TIF District, thereby implementing the TIF Plan; and

**WHEREAS**, but for the Village's expenditure of TIF District Funds to complete the demolition activities of the structure at the Property, such demolition activities would not be performed. Without the completion of the demolition activities of the structure at the Property, the redevelopment of the Property will not occur; and

**WHEREAS**, the President and Board of Trustees of the Village have determined that it is desirable and in the Village's best interests to: (a) complete the demolition activities of the structure at the Property in order to stimulate and induce redevelopment of the Property and other nearby real properties, to remove visual blighted conditions within the TIF District and to assist with the attraction of new businesses and to retain existing businesses; and (b) to pay the Contractor complete the demolition activities of the structure at the Property using TIF District Funds since demolition activities and its related costs are TIF Eligible Redevelopment Project Costs; and

**WHEREAS,** the President and Board of Trustees of the Village have the authority to initiate demolition and/or repair actions in order to protect the public health, safety and welfare pursuant to its home rule powers set forth at Article VII (Local Government), Section 6 (Powers of Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, Section 11-31-1 of the Illinois Municipal Code (65 ILCS 5/11-31-1), and other authority under State law and Village ordinances, and to designate and abate nuisances within the Village. The President and Board of Trustees of the Village, pursuant to its home rule powers, Section 11-31-1 of the Illinois Municipal Code, and other authority under State law and Village ordinances, find the structure on the Property to be dangerous, unsafe and/or abandoned, a threat to public safety, and in need of immediate and urgent action to facilitate its repair or removal; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to approve the attached Demolition Contract Proposal (**Exhibit "A"**) and to approve the expenditure of its TIF District Funds to pay the Contractor to complete the demolition of the Structure at the Property pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), the applicable provisions of the Illinois Municipal Code (65 ILCS 5/11-31-1), and the TIF Act, and find that approving the Demolition Contract Proposal and appropriating and authorizing the expenditure of funds from the TIF District Fund in accordance with the applicable provisions of the TIF Act to pay the Contractor to complete the demolition activities is in the best interests of the Village, its residents, its business and the public.

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

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

**SECTION 2: Authority.** The Village is a duly constituted and organized home rule municipality, as described in Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt. The adoption of this Ordinance implements the TIF Plan in accordance with the TIF Act.

**SECTION 3: Execution and Delivery of Demolition Contract Proposal and Other Documents.** The President and Board of Trustees of the Village authorize the approval and execution of the Demolition Contract Proposal (**Exhibit "A"**), for the purposes set forth in this Ordinance. The President and Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or their designee, to execute and deliver the executed, final version of the Demolition Contract Proposal, 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 Demolition Contract Proposal. The Village Clerk, or their designee, shall transmit executed originals or certified copies of all documents, including this Ordinance and the Demolition Contract Proposal, to the Contractor for record retention purposes.

**SECTION 4: Estimate of Expenditures.** The Village intends to incur Expenditures in connection with the demolition of the structure at the Property, consistent with the TIF Plan and in accordance with the Demolition Contract Proposal, including, but not limited to, the following:

1. The actual, documented eligible "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), and as listed in the attached Demolition Contract Proposal at the not to exceed dollar amount of $55,000.00 (**Exhibit "A"**).
2. Costs for Village-related professional services related to the demolition activities, including but not limited to legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

**SECTION 5: Authorization of Expenditures Under the Demolition Contract Proposal.** The expenditure of funds from the TIF District Fund is authorized up to the not to exceed dollar amount of $55,000.00, provided that the Contractor completes the demolition activities set forth in the Demolition Contract Proposal.

**SECTION 6: Repealer; Severability.** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 7: Ratification.** All actions of the President and Board of Trustees, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

**SECTION 8: Effective Date.** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

**ADOPTED** this ___ day of June, 2023, pursuant to a roll call vote as follows:

**AYES:**_____
**NAYS:**_____
**ABSENT:**_____

**APPROVED** this ___ day of June, 2023, 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:**

_____
Tori Garron, Village Clerk

Published by me in pamphlet form this ___ day of June, 2023.

_____
Tori Garron, Village Clerk

**Exhibit "A"**

**DEMOLITION CONTRACT PROPOSAL FROM WRECKING & EXCAVATION, INC. OF CHICAGO, ILLINOIS TO DEMOLISH AN ABANDONED, DILAPIDATED AND UNSAFE STRUCTURE AT 1323 SOUTH 5TH AVENUE**

(attached)

**STATE OF ILLINOIS )**
**) SS**
**COUNTY OF COOK )**

**CLERK'S CERTIFICATE**

I, Tori Garron, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. CO-2023-_____**

**ORDINANCE AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS IN LIEU OF SOLICITATION OF COMPETITIVE PROPOSALS AND AUTHORIZING THE APPROVAL AND EXECUTION OF DEMOLITION CONTRACT PROPOSAL WITH LOW BIDDER, WRECKING & EXCAVATION, INC. OF CHICAGO, ILLINOIS TO DEMOLISH AN ABANDONED, DILAPIDATED AND UNSAFE STRUCTURE AT 1323 SOUTH 5TH AVENUE PROPERTY LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE DEMOLITION WORK**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the ___ day of June, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of June, 2023.

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

**AYES:**_____

**NAYS:**_____

**ABSENT:**_____

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ____ day of June, 2023.

_____
Tori Garron, Village Clerk

[SEAL]

# VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, ILLINOIS 60153 708-450-6300

June 20, 2023

To: Mayor and Village Board

From: Jim Krischke, Acting Village Manager

Re: Multi-Function Copier/Printer purchase, lease, and e-fax recommendation

Mayor and Village Board:

The Village released a Request for Proposal (RFP) for a Municipal Multi-Function Printer/Copier lease on February 16, 2023. The Village received eight (8) responses to the RFP. The monthly lease amount varied between proposals but averaged approximately $3,600 per month.

On April 18, 2023, the Village Board rejected all proposals and directed the Village Manager to purchase sixteen (16) existing copiers from Konica Minolta. Additionally, the Village Manager was directed to negotiate a lease agreement for three (3) new high-volume photocopiers, including maintenance, eFax, and other technological features.

With the assistance of the IT Manager, we evaluated the best options available to the village and agreed that the village would receive the best value and best maintenance with an agreement with Konica Minolta. In addition to the continuity that exists with sixteen (16) existing copiers in place, Konica Minolta offered competitive lease terms per state bid.

Therefore, our recommendation is to enter into a lease agreement with Konica Minolta for three (3) new high-volume photocopiers, maintenance, eFax, and other technological/security features as per the agreement attached.

KTJ

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

# MEMORANDUM

**TO:** **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
**FROM:** **Michael T. Jurusik**
**DATE:** **June 14, 2023**
**RE:** **Lease Agreement with Konica Minolta Business Solutions U.S.A., Inc. for Business Process Management Improvement Project (60 Month: 3 New Color Photocopiers with E-Fax Capability, Data Security and Protection Features and Maintenance Services Included)**

---

Per the direction and recommendation of Acting Village Manager James Krischke, I have enclosed the following documents for your review, consideration and action at the June 20, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

1. RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS AND APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. FOR BUSINESS PROCESS MANAGEMENT IMPROVEMENT PROJECT (60 MONTH TERM; $1,267.85 FEE PER MONTH; 3 NEW COLOR PHOTOCOPIERS WITH E-FAX CAPABILITY, DATA SECURITY AND PROTECTION FEATURES AND MAINTENANCE SERVICES INCLUDED) with Lease Agreement attached as Exhibit "A".
2. PowerPoint from Konica Minolta Business Solutions U.S.A., Inc. for Business Process Management Improvement Project (3 New Color Photocopiers)

**Lease Terms**

- Three (3) New Color Photocopier Machines (with Data Security and Protection Features)
- 60 Month Term
- $1,267.85 per month fee (Maintenance Services Included)

If there are any questions, please contact me.

*Mike*

Enclosures
cc: Tori Garron, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Michael A. Marrs, Village Attorney (w/ encls.)

**RESOLUTION NO. R-2023-____**

**RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS AND APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. FOR BUSINESS PROCESS MANAGEMENT IMPROVEMENT PROJECT (60 MONTH TERM; $1,267.85 FEE PER MONTH; 3 NEW COLOR PHOTOCOPIERS WITH E-FAX CAPABILITY, DATA SECURITY AND PROTECTION FEATURES AND MAINTENANCE SERVICES INCLUDED)**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood (the "Village Board") desire to approve and execute a 60-month Lease Agreement with Konica Minolta Business Solutions U.S.A., Inc. for the use of three (3) new color photocopiers with e-fax capability, data security and protection features and maintenance services included with a 60 month term and at a monthly cost of $1,267.85 (annual cost: $15,214.20, (the "Lease Agreement"). A copy of the Lease Agreement is attached hereto as **Exhibit "A"** and made a part hereof; and

**WHEREAS,** pursuant to Section 36.08 ("Contracts and Purchases") of the Village of Maywood Municipal Code ("Village Code"), all purchase orders or contracts for supplies, materials, equipment or contractual services involving the expenditure of more than $10,000.00 shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of the corporate authorities; and

**WHEREAS,** the Village Board finds that it is desirable and in the best interests of the Village and its residents, business owners, property owners and the public to waive the competitive bidding process for the purpose of entering into the Lease Agreement for the following reasons:

Per Section 36.08(A)(6)(e) of the Village Code:

1. The ability, capacity and skill of the bidder to perform the contract to provide the service required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance of previous contracts or services;

***

7. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
8. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
9. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

**WHEREAS**, pursuant to its home rule powers and the intergovernmental cooperation powers set forth at Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and Sections 8-1-7 and 8-9-2 of the Illinois Municipal Code (65 ILCS 5/8-1-7; 65 ILCS 5/8-9-2), the Village of Maywood ("Village") is authorized to approve and enter into the Lease Agreement and the Village Board finds that it is in the best interests of the Village and its residents, business owners, property owners and the public to enter into the Lease Agreement.

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

**Section 1: Incorporation.** 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: Bid Waiver and Approval of Documents.** The President and Board of Trustees of the Village of Maywood waive competitive bidding in order to approve and enter into the attached Lease Agreement with Konica Minolta Business Solutions U.S.A., Inc. for the lease of 3 new color photocopiers with e-fax capability, data security and protection features and maintenance services included with a 60 month term and at a monthly cost of $1,267.85 (annual cost: $15,214.20), and approve and authorize the execution of the attached Lease Agreement (**Exhibit "A"**).

**Section 3: Execution of the Agreement and Approval of Financial Obligations and Other Documents.** The President and Board of Trustees of the Village authorize and direct the Village President and Village Clerk, or their designees, to execute the final version of the Lease Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill the Village's obligations under the Lease Agreement.

**SECTION 4: Delivery of Signed Documents.** The President and Board of Trustees of the Village direct the Village Clerk's Office, or its designee, to forward a certified copy of this Resolution and a fully executed copy of the Lease Agreement to Konica Minolta Business Solutions U.S.A., Inc. for record retention purposes.

**Section 5: Effective Date.** This Resolution shall be effective immediately upon its approval and adoption as provided by applicable State law.

**ADOPTED** this 20th day of June, 2023, pursuant to a roll call vote as follows:

**AYES:**_____
**NAYS:**_____
**ABSENT:**_____

**APPROVED** this 20th day of June, 2023, 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:**

_____
Tori Garron, Village Clerk (SEAL)

**Exhibit "A"**

**LEASE AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
FOR BUSINESS PROCESS MANAGEMENT IMPROVEMENT PROJECT
(60 Month Term; $1,267.85 Fee Per Month; 3 New Color Photocopiers With E-Fax Capability,
Data Security And Protection Features And Maintenance Services Included)**

(attached)

For office use only (Check one): ☒ Branch ☐ Windsor

S00657375

08/14/23 10:20 AM

KONICA MINOLTA

# Premier Advantage Agreement

| APPLICATION NUMBER | AGREEMENT NUMBER |
|---|---|
| | |

This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words **you** and **your**, refer to the customer (and its guarantors). The words **Lessor, we, us** and **our**, refer to **Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates.** (Supplier)

## CUSTOMER INFORMATION

| FULL LEGAL NAME | | | STREET ADDRESS | |
|---|---|---|---|---|
| VILLAGE OF MAYWOOD | | | 40 MADISON ST | |
| **CITY** | **STATE** | **ZIP** | **PHONE*** | **FAX** |
| MAYWOOD | IL | 60153-2323 | 708 450 6316 | |
| **BILLING NAME (IF DIFFERENT FROM ABOVE)** | | | **BILLING STREET ADDRESS** | |
| | | | | |
| **CITY** | **STATE** | **ZIP** | **E-MAIL** | |
| | | | JKRISCHKE@MAYWOOD-IL.ORG | |
| **EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)** | | | | |

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

## CUSTOMER ONE GUARANTEE

**The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or http://kmbs.konicaminolta.us/CustomerOne**

KONICA MINOLTA CUSTOMER ONE GUARANTEE

| Make/Model/Accessories (Including Software Description and Supplier / Licensor if applicable) | Asset Invoice Information | Serial Number | Start Meter Read(s) |
|---|---|---|---|
| SEE ATTACHED GROUP POOL BILLING SCHEDULE | | | |

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software

## TERM AND PAYMENT SCHEDULE

| TERM IN MONTHS | # of payments | Payment Frequency | Payment Amount (plus applicable taxes) | Advance Payment (plus applicable taxes) |
|---|---|---|---|---|
| 60 | 60 | ☐ Quarterly ☒ Monthly | $ 1,267.85 | $ |

| | |
|---|---|
| Payment includes _____ B&W pages per month | Overages billed MONTHLY at $ _____ per B&W page |
| Payment includes _____ Color pages per month | Overages billed MONTHLY at $ _____ per Color page |

☒ See attached Pool Billing Schedule

***END OF LEASE OPTIONS:*** *You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).*

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

## LESSOR ACCEPTANCE

| LESSOR | AUTHORIZED SIGNER | TITLE | DATED |
|---|---|---|---|
| Konica Minolta Premier Finance | | | |

## CUSTOMER ACCEPTANCE

| FULL LEGAL NAME OF CUSTOMER (as referenced above) | AUTHORIZED SIGNER | DATED |
|---|---|---|
| VILLAGE OF MAYWOOD | X | |

| FEDERAL TAX I.D. # | PRINT NAME | TITLE |
|---|---|---|
| | | |

## CONTINUING GUARANTEE

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorney's fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

| PRINT NAME OF GUARANTOR | SIGNATURE (NO TITLES) | DATED |
|---|---|---|
| | X | |

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

**See page 2 and 3 for additional terms and conditions**

**1.** LEASE AGREEMENT: You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, substitutions, replacements, repairs and additions referred to as "Equipment") for business purposes only. In the event that the Equipment you selected is unavailable or cannot be supplied by the Supplier, you agree that we can substitute or upgrade your selection to equipment of equal or greater quality, function, and value, as determined by Supplier in its sole discretion, at no additional cost to you, and you agree to accept such substitution or upgrade upon delivery. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. Leases with $1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

**2.** RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

**3.** MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

**4.** OWNERSHIP OF EQUIPMENT: We are the owner of the Equipment and have sole title (unless you have a $1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to, hard drives, disk drives or any other form of memory.

**5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.

**6.** LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

**7.** LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

**8.** COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

**9.** INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**

**10.** TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a $1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to $125.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

**11.** ASSIGNMENT: **YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

**12.** DEFAULT AND REMEDIES: If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following; (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY,** the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us YOU AGREE THAT NEITHER WE NOR SUPPLIER WILL BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER. In no event shall Supplier's aggregate liability under this Agreement exceed the amount you paid for the products or services in question during the twelve-month period immediately preceding the event giving rise to the liability. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

**13.** UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

**14.** CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. If the Customer shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees to bring any such proceeding in, and that any such matter shall be adjudged or determined exclusively by, the courts in the state of the Supplier's, Lessor's or Assignee's principal place of business. In the event of litigation or other proceedings by Supplier, Lessor or Assignee to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by Supplier, Lessor or Assignee, including but not limited to, reasonable attorney's fees. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

**15.** LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 12) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

**16.** OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) (if applicable) by a maximum of fifteen percent (15%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, escalations within the original Agreement term and Supply Freight Fees do not apply nor are meter readings required. All Agreements are subject to escalation in any renewal period.

**17.** COMPUTER SOFTWARE: Not withstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

S00657375
06/14/23 10:20 AM

KONICA MINOLTA

# Premier Advantage
# Grouped Pool Billing Schedule

| APPLICATION NO. | AGREEMENT NO. |
|---|---|
| | |

This Grouped Pool Billing Schedule is to be attached to and become part of the Item Description for the Agreement by and between the undersigned and **Konica Minolta Premier Finance.**

**POOL NAME:** FLAT-1

**Asset Location:** VILLAGE OF MAYWOOD, 40 MADISON ST, MAYWOOD, IL, 60153

| Make/Model/Accessories | Asset Invoice Information | Serial # | Starting Meter |
|---|---|---|---|
| 1. BIZHUB C450I | | | |
| 2. BIZHUB C550I | | | |
| 3. BIZHUB C650I | | | |
| 4. | | | |
| 5. | | | |

Number of Pages Included: UNLIMITED  Excess Page Charge* $: 0.00000

**POOL NAME:** BW2

**Asset Location:** VILLAGE OF MAYWOOD, 40 MADISON ST, MAYWOOD, IL, 60153

| Make/Model/Accessories | Asset Invoice Information | Serial # | Starting Meter |
|---|---|---|---|
| 1. CLOUD FAX LEVEL 1 1K PGS ANNUAL SBSC | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

Number of Pages Included: 0  Excess Page Charge* $: 0.00

**POOL NAME:**

**Asset Location:**

| Make/Model/Accessories | Asset Invoice Information | Serial # | Starting Meter |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

Number of Pages Included:  Excess Page Charge* $:

**POOL NAME:**

**Asset Location:**

| Make/Model/Accessories | Asset Invoice Information | Serial # | Starting Meter |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

Number of Pages Included  Excess Page Charge* $

## LESSOR ACCEPTANCE

| Konica Minolta Premier Finance | | | |
|---|---|---|---|
| LESSOR | AUTHORIZED SIGNER | TITLE | DATED |

## CUSTOMER ACCEPTANCE

| VILLAGE OF MAYWOOD | X | | |
|---|---|---|---|
| FULL LEGAL NAME OF CUSTOMER (as referenced above) | AUTHORIZED SIGNER | | DATED |
| FEDERAL TAX I.D. # | PRINT NAME | TITLE | |

KONICA MINOLTA

# Order Agreement

**Check Applicable Box** ☐ **Purchase** ☒ **Lease** ☐ **Other:**

| INVOICE TO Account # | SOLD TO Account # SO 0000253034 | SHIP TO Account # |
|---|---|---|
| Legal Name KONICA MINOLTA PREMIER FINANCE | Legal Name VILLAGE OF MAYWOOD | Legal Name VILLAGE OF MAYWOOD |
| Attn Line 1 | Attn Line 1 | Attn Line 1 JIM KRISCHKE |
| Attn Line 2 | Attn Line 2 | Attn Line 2 |
| Street Address 10201 CENTURION PKWY N STE 100 | Street Address 40 MADISON ST | Street Address 40 MADISON ST |
| City JACKSONVILLE State FL Zip 32256 | City MAYWOOD State IL Zip 60153-2323 | City MAYWOOD State IL Zip 60153 |
| Tax Exempt ☐ No ☒ Yes (Copy Required) | Tax Exempt # XXX | |
| P.O. Required ☒ No ☐ Yes (Copy Required) | P.O. # | P.O. Expiration Date |

**Payment Terms:** SEE LEASE

**Credit Card** ☐ Yes, I want to pay by Credit Card. Please provide contact name/phone below.
☐ Pay in Full (including applicable tax) ☐ Partial Payment, Amount $ _____
Contact Name: Phone:

**Check** **Amount** **Check #**

**Requested Delivery Date:** SEE ATTACHED

**Maintenance Contract** ☒ Accepted ☐ Declined

| QTY | MATERIAL # | MATERIAL DESCRIPTION | SERIAL NUMBER | PRICE EACH | EXTENDED |
|---|---|---|---|---|---|
| 1 | AA7R017 | BIZHUB C450I | | | |
| 1 | 7670525507 | MFP DELIVERY CHARGE - LEVEL TWO | | | |
| 1 | 7640018094 | BASIC NETWORK SERVICE - BNS04 | | | |
| 1 | AAV5019 | PC-416 CABINET | | | |
| 1 | AAR4WY3 | FS-539 | | | |
| 1 | AC28W11 | PK-524 2/3 PUNCH UNIT FOR FS-539 | | | |
| 1 | A87JWY2 | RU-513 RELAY UNIT | | | |
| 1 | AA7P017 | BIZHUB C550I | | | |
| 1 | 7670525507 | MFP DELIVERY CHARGE - LEVEL TWO | | | |
| 1 | 7640018094 | BASIC NETWORK SERVICE - BNS04 | | | |
| 1 | AAV5019 | PC-416 CABINET | | | |
| 1 | AAR4WY3 | FS-539 | | | |
| 1 | AC28W11 | PK-524 2/3 PUNCH UNIT FOR FS-539 | | | |
| 1 | A87JWY2 | RU-513 RELAY UNIT | | | |

| QTY | MATERIAL # | SUPPLY - MATERIAL DESCRIPTION | | PRICE EACH | EXTENDED |
|---|---|---|---|---|---|
| 1 | ACV1430 | TN626C CYAN TONER (YIELD: 28K) | N/A | | |
| 1 | ACV1130 | TN626K BLACK TONER (YIELD: 28K) | N/A | | |
| 1 | ACV1330 | TN626M MAGENTA TONER (YIELD: 28K) | N/A | | |
| 1 | ACV1230 | TN626Y YELLOW TONER (YIELD: 28K) | N/A | | |
| 1 | ACV1430 | TN626C CYAN TONER (YIELD: 28K) | N/A | | |
| 1 | ACV1130 | TN626K BLACK TONER (YIELD: 28K) | N/A | | |

**ADDITIONAL CHARGES**

☐ **Network** _____ ☐ **Removal** _____ ☐ **Other** _____

Additional Charges _____
**TOTAL** _____
**(TOTAL is exclusive of applicable taxes)**

PICK-UP **Requested Removal Date:** 06/30/2023

| QTY | MATERIAL # | MATERIAL DESCRIPTION | SERIAL NUMBER |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**COMMENTS**

INCLUDES UPGRADE, FOR LEASE 061-0147293-000, TO LEASE COMPANY KMPF

KONICA MINOLTA

# Order Agreement
## Additional Equipment - Schedule B

| INVOICE TO Account # | SOLD TO Account # SO 0000253034 | SHIP TO Account # |
|---|---|---|
| Legal Name KONICA MINOLTA PREMIER FINANCE | Legal Name VILLAGE OF MAYWOOD | Legal Name VILLAGE OF MAYWOOD |
| Attn Line 1 | Attn Line 1 | Attn Line 1 JIM KRISCHKE |
| Attn Line 2 | Attn Line 2 | Attn Line 2 |
| Street Address 10201 CENTURION PKWY N STE 100 | Street Address 40 MADISON ST | Street Address 40 MADISON ST |
| City JACKSONVILLE State FL Zip 32256 | City MAYWOOD State IL Zip 60153-2323 | City MAYWOOD State IL Zip 60153 |

| QTY | MATERIAL # | MATERIAL DESCRIPTION | SERIAL NUMBER | PRICE EACH | EXTENDED |
|---|---|---|---|---|---|
| 1 | AA7N017 | BIZHUB C650I | | | |
| 1 | 7670525507 | MFP DELIVERY CHARGE - LEVEL TWO | | | |
| 1 | 7640018094 | BASIC NETWORK SERVICE - BNS04 | | | |
| 1 | AAV5019 | PC-416 CABINET | | | |
| 1 | AAR4WY3 | FS-539 | | | |
| 1 | A87JWY2 | RU-513 RELAY UNIT | | | |
| 5 | CFANNUALLEVEL1 | CLOUD FAX LEVEL 1 1K PGS ANNUAL S | | | |
| 15 | CFINBOUNDDID | CLOUD FAX INBOUND DID ANNUAL SUB | | | |
| 5 | CFANNUALLVL1ADDON | CLOUD FAX LEVEL1 500PGS ADDON AN | | | |
| 3 | ACTFU01 | UPLAND INTERFAX CONNECTOR NEW | | | |
| 3 | CFNUMBERPORTING | CLOUD FAX NUMBER PORTING ONE TI | | | |
| 4 | DIRPROJOSOLT1 | KM PRO SERVICES OFFICE SOLUTIONS | | | |
| 1 | ACV1330 | TN626M MAGENTA TONER (YIELD: 28K) | | | |
| 1 | ACV1230 | TN626Y YELLOW TONER (YIELD: 28K) | | | |
| 1 | ACV1430 | TN626C CYAN TONER (YIELD: 28K) | | | |
| 1 | ACV1130 | TN626K BLACK TONER (YIELD: 28K) | | | |
| 1 | ACV1330 | TN626M MAGENTA TONER (YIELD: 28K) | | | |
| 1 | ACV1230 | TN626Y YELLOW TONER (YIELD: 28K) | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Pick-Up

| QTY | MATERIAL # | MATERIAL DESCRIPTION | SERIAL NUMBER |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

# Order Package Acceptance Agreement

**Customer Name/Address:**

VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153-2323

**Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00657375 time stamped 06/14/23 10:20 AM).**

KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

**Authorized Customer Representative**

Name: _____
(Please Print)

Signature: _____

Title: _____

Date: _____

**KMBS Representative**

Name: _____
(Please Print)

Signature: _____

Date: _____

**KMBS Manager**

Name: _____
(Please Print)

Signature: _____

Date: _____

**STATE OF ILLINOIS** )
) **SS**
**COUNTY OF COOK** )

**CLERK'S CERTIFICATE**

I, Tori Garron, 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, and is entitled:

**RESOLUTION NO. R-2023-____**

**RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS AND APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. FOR BUSINESS PROCESS MANAGEMENT IMPROVEMENT PROJECT (60 MONTH TERM; $1,267.85 FEE PER MONTH; 3 NEW COLOR PHOTOCOPIERS WITH E-FAX CAPABILITY, DATA SECURITY AND PROTECTION FEATURES AND MAINTENANCE SERVICES INCLUDED)**

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 20th day of June, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 20th day of June, 2023.

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 June, 2023.

_____
Tori Garron, Village Clerk

**[SEAL]**

# Village of Maywood

## Business Process Management Improvement Project

**ZACH SPEAKER** — Government Account Executive

**ANTONETTE TOBIN** — Government Account Manager

**Konica Minolta Business Solutions U.S.A., Inc.**

2001 E Butterfield Road Downers Grove, IL 60515

Giving Shape to Ideas

# Executive Overview

KONICA MINOLTA

**Executive Summary**

- Initiatives and Opportunities for the Village of Maywood
- Current Challenges
- Business Needs to Solve Challenges

**What's New at Konica Minolta**

- Technology Recommendations &Trends
- Value Added Services Included
- Analysis / Return on Investment
- Key Values with Current Vendor
- Investment Consideration
- Technology Roadmap
- Next Steps/Take Away

## Mayors

KONICA MINOLTA

# Bizhub C450i Copier/Printer/Scanner:

- 45 Pages-Per-Minute
- Black & White and Color Print and Scanning
- Dual Scan Document Feeder Single Pass
- Scan Speed: Up to 210 OPM
- Automatic Duplexing
- Three Universal Paper Cabinets 500/ 500/ 2500 Sheets
- Staple Finisher
- Hole Punch
- Fax Kit
- Bypass Tray
- Paper Size: 4 x 6 Up To 12 x 18
- Paper Weights: Up to 170 LB Index
- Scan to Email, SMB, FTP, USB or User Box
- Secured Mobile Printing (Standard)
- Banner Printing
- Replacing Finance Department C558

**security**
& compliance

VMO

KONICA MINOLTA

## Bizhub C550i Copier/Printer/Scanner:

- 45 Pages-Per-Minute
- Black & White and Color Print and Scanning
- Dual Scan Document Feeder Single Pass
- Scan Speed: Up to 210 OPM
- Automatic Duplexing
- Three Universal Paper Cabinets 500/ 500/ 2500 Sheets
- Staple Finisher
- Hole Punch
- Fax Kit
- Bypass Tray
- Paper Size: 4 x 6 Up To 12 x 18
- Paper Weights: Up to 170 LB Index
- Scan to Email, SMB, FTP, USB or User Box
- Secured Mobile Printing (Standard)
- Banner Printing
- Replacing Village Manager's Office C558

security
& compliance

## Police Department

KONICA MINOLTA

# Bizhub C650i Copier/Printer/Scanner:

- 65 Pages-Per-Minute
- Black & White and Color Print and Scanning
- Dual Scan Document Feeder Single Pass
- Scan Speed: Up to 210 OPM
- Automatic Duplexing
- Three Universal Paper Cabinets 500/ 500/ 2500 Sheets
- Staple Finisher
- Fax Kit
- Bypass Tray
- Paper Size: 4 x 6 Up To 12 x 18
- Paper Weights: Up to 170 LB Index
- Scan to Email, SMB, FTP, USB or User Box
- Secured Mobile Printing (Standard)
- Banner Printing
- Replacing the Police Department C658

**security**
& compliance

# Value Added Services Included

KONICA MINOLTA

## Protecting your Greatest Assets

## Security and Compliance

**Unauthorized Access**
- Service Technician
- Administrator
- User

**Products with over 300 Security-Based Checkpoints**

- Protecting and tracking your financial data
- Certification of every bizhub MFP as a Total System
- Simple user ID and password authentication
- Secure access via standard ID card systems
- Wide-ranging protections for personal data

bizhub SECURE

# Value Added Services Included

KONICA MINOLTA

## Advanced Fleet Management

**Automated Meter Collection**

Accurate, on-time, month-after-month

**Intelligent Auto Service Dispatch**

Automatic alerts to your KMBS service provider

**Proactive Service**

Monitors consumable parts

Advanced notification

**Available 24 hours-a-day, 7 days-a-week**

Miercom CERTIFIED GREEN

Driving Sustainability

# Value Added Services Included

KONICA MINOLTA

## KONICA MINOLTA RECYCLES

CLEAN PLANET PROGRAM
Konica Minolta supplies return program

- Launched October 2010
- Keeps all Konica Minolta consumables **out of landfills**
- Lets customers **conveniently** return **all** Konica Minolta consumables for **all** Konica Minolta models and other printer consumables
- Make shipping and recycling **FREE**
- All consumables sent to EPA approved recycling facilities
- www.cleanplanetus.com

# Current Spend

KONICA MINOLTA

## Average Current Spend:

**Current Monthly Spend**

**60 Month Lease Cost (17 Machines): $1,732.00**

**Maintenance Spend: $1,970.07**

**B/W: $.00733 (34,407)**

**Color: $.07321 (23,465)**



**Current Total Average Lease and Maintenance Spend: $3,702.07**

© 2017 Konica Minolta, Inc.

# Analysis / Return on Investment

KONICA MINOLTA

## ROI- Highlights:

- Upgrading antiquated copiers. 3 new Color machines
- NEW technology for better employee workflow
- NEW Copiers features All Inclusive Technology Mentioned in Technology Increase Data security and protection
- Konica Minolta will allow the Village of Maywood to **keep the Pitney Bowes 2000 machine**.
- Increased employee morale

**Proposed Price: Government approved PRICING**

**60 Month Lease Cost (3 Machines):**

**$1,267.85 Total Spend**

**Maintenance Included**

**UNLIMITED CLICKS**

© 2017 Konica Minolta, Inc.

# Thank you.

KONICA MINOLTA

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

**COMMUNITY DEVELOPMENT**

To: Jim Krischke, Interim Village Manager

From: Angela Smith-Community Development Director

Date: June 20, 2023- Agenda

Re: ANLAP Sale- Public ROW

**Background:**
Please find attached an application **(Exhibit 1)** for the purchase of Village ROW within the structure of the Adjacent Neighbors Land Acquisition program (ANLAP) located at 158 S. 19th. Ordinance CO-08-40 allows the Village to sale non-buildable lots to the adjacent property owners. Ms. McFadyen as the adjacent property owner qualifies for purchase of the ROW under the terms of the ANLAP program. Village records indicate that 158 S. 19th is not delinquent in payments associated with his property. She has made an offer of $500.00 for the property and is aware of the $1,500.00 administrative deposit associated with the purchase. Ms. McFadyen intent is to consolidate this parcel with his adjacent property as it has been for over 30 years. The ROW is currently used as the entry point for Ms. McFadyen to enter onto his property at 158 S.19th. The ROW is non-buildable at approximately 680sq. ft. The ROW is within the R3 Zoning district and is surrounded by all residential uses. The Village Engineer's comments are attached to the application for your consideration and review.

**Fiscal Matter:**
Currently the Village receives no revenue for this area. Ms. McFadyen has maintained the property for over 30 years without ownership. Once sold the ROW will be consolidated with the adjacent property by which returned to the tax rolls. Ms. McFadyen will receive an approximate $1,000(estimate) increase to the tax assessment as a result of this purchase.

Ms. McFadyen is requesting a 50% fee waiver keeping in mind that she has maintained the Village's property for quite some time.

**Next Steps:**
That the Village Board of Trustees approves the sale of the Village-owned Public ROW located at 158 S.19th, to Ms. Bobbie J McFadyen for $500.00 purchase price with a 50% waiver of the administration fee under the terms and conditions of the Adjacent Neighbor Land Acquisition Program (ANLAP); and move sale to Omnibus agenda.

RECEIVED
MAY 22 2023
BY: MC

Village of MAYWOOD

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-6351

COMMUNITY DEVELOPMENT

# SALES INITIATION FORM • ANLAP

**for the purchase of Village-owned real estate property**

**ALL SALES ARE SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES.**
**APPLICANT(S) MUST NOT HAVE ANY OUTSTANDING DEBTS WITH THE VILLAGE OF MAYWOOD, COUNTY, AND STATE.**

**Date:** 5-17-23

**Name of Applicant:** Bobbie J. McFadyen

**Organization (if applicable):**

**Address:** 158 S. 19th

Maywood, IL 60153

**Telephone Number (daytime):** 516-547-8817 **email:** dorianmyia@yahoo.com

**SALES PROGRAM:** ____ **Tax Reactivation** ✓ **ANLAP**

**Address of Village-owned property:** Property South of 158 S. 19th to concrete sidewalk 15-10-426-049-000

**Permanent Index Number(s) (PIN):** TBD

**Detailed description of the intended use for the property (RESPONSE REQUIRED):**

Grass and walkway/patio

**Received by:** MLitch
**Community Development Department**

**Date:** 5/22/23

**Bid Summary Sheet**

**Property Address:** Property south of 158 S. 19th to concrete sidewalk

**Permanent Index Number(s)/PIN:** TBD **Bundle #:** _____

| Name of Bidder | Title of Bidder |
|---|---|
| Bobbie J. McFadyen / Linda S. Lodge-Featherstone | |
| | |
| | |
| | |
| | |

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

- ✓ **Individual**
- _____ **Partnership:** _____
- _____ **Corporation:** _____
- _____ **Agent:** _____
- _____ **Trustee: Trust #** _____ **Bank:** _____
- _____ **Joint Venture:** _____
- _____ **Non-Profit Organization:** _____
- _____ **Other:** _____

**Amount of Bid:** $ 500.00

---

**To be completed by the Community Development Department**

**Approval of Board of Trustees:** _____ **Yes** _____ **No**

**Date of Board Decision:** _____

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

***Attach Receipt***

**Plans Submitted:** _____ **Yes** _____ **No** **Date:** _____

**Application for Permits: Date** _____

**Date of Sale:** _____ **Recorder of Deeds Doc. #:** _____

10/30/12 updated

## OFFER TO PURCHASE REAL ESTATE

Sales Program: _____ Tax Reactivation ✓ ANLAP
Property Address: Property South of 158 S. 19th to concrete sidewalk

Permanent Index Number(s)/PIN(s): TBD

Name(s) of Bidder(s): Bobbie J. McFadyen / Linda S. Lodge - Featherstone

Address: 158 S. 19th
Apt./Unit #

Maywood IL 60153
Town State Zip Code

Phone: 516-547-8817 N/A
Home Business

## REDEVELOPMENT PROPOSAL

Proposed use: N/A

Zoning: _____ Zoning Variance/Special Use Permit Request: ____Yes ____No

Purchase Offer Amount: $ _____

## NON-DISCRIMINATION STATEMENT

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

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

## REFERENCES

All Sales Applications **must include** a narrative description of the development experience of the Bidder. The description must include the number and location of the units completed, the types of projects (residential, commercial, new construction, rehabilitation, single family, multi-units), the date constructed, and the average sale price. In addition to the project description, the Bidder **must include** the name and contact phone number of the municipal code official where the project was completed. The Bidder **must include** a letter of reference or credit from a representative of one or more financial institutions that participated in funding the project(s).

## DISCLOSURE OF INTEREST IN VILLAGE BUSINESS

1. Does any official or employee of the Village of Maywood have a financial interest in his/her own name or in the name of any other person in the purchase of this Village-owned real estate? _____ Yes ✓ No

**Note:** If you answered "No" to Item 1, you are not required to answer Item 2. Instead, proceed to Item 3.

2. If you answered "Yes" to Item 1, provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name | Business Address | Nature of Interest |
|---|---|---|
| | | |
| | | |
| | | |

3. The Undersigned further certifies that no prohibited financial interest in the sale of this real estate will be acquired by any Village official or employee.

If selected as the successful Bidder, TITLE is to be conveyed by Quit Claim Deed by the Village of Maywood in the Name and to the Address of the Party listed as follows:

**Name:** Bobbie J. McFadyen
(Please print/type carefully.)

**Address:** 158 S. 19th
Maywood, IL 60153

**Signature of Bidder or Official of Bidder:** B of Bobbie McFadyen

**Date:** 5-22-23

10/30/12 updated

## TERMS OF SALE

- Execution of a Redevelopment Agreement between the Village of Maywood and the purchaser for the use and improvement of the property.
- Approval by the Board of Trustees of the sale price and the formal Redevelopment Agreement for each parcel.
- If a zoning variance or special use permit is requested for the purchase of Village-owned real estate, the approval of the Village of Maywood Planning and Zoning Commission is required prior to submission for approval by the Board of Trustees.
- After the approval of all ANLAP or Tax Reactivation sales by the Village of Maywood Board of Trustees, the bidder will pay the full amount of the bid at the time of receipt of the Quit Claim Deed.
- Upon approval of the sale of all Village-owned Tax Reactivation properties by the Village of Maywood Board of Trustees, the bidder shall deposit $1500.00 with the Village of Maywood for the costs of processing the offer and sale. Such costs may include but are not limited to; preparation of the Board resolution for approval of the sale, the cost of the title commitment policy, survey of the property, the mailing of such notices as required under the Tax Reactivation Ordinance, the preparation of the Quit Claim Deed, and any filing or recording fees. The purchaser is responsible for all costs and fees incurred by the Village of Maywood, but not to exceed the sale amount.
- Submission of plans, application for building permits, payment of fees, and proof of financing for the project specified in the redevelopment agreement, must be submitted to the Village of Maywood Departments Code Enforcement and Planning within six (6) months of approval by the Board of Trustees. The balance of sales amount must be paid upon approval of the plans and issuance of the permits prior to issuance of the quit claim deed.
- Purchasers of ANLAP or Tax Reactivation properties will provide the Village of Maywood Community Development Department a certified copy of the Quit Claim Deed after recording the same with the Cook County Recorder of Deeds.
- Forfeiture of the deposit if the purchaser does not comply with the terms of the sale.
- Compliance with, and acceptance of, the Restrictive Covenants as specified in the Tax Reactivation Ordinance or as otherwise may be imposed by the Village of Maywood:

    1. Provide that the parcel is being conveyed in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on, or beneath the property.
    2. ANLAP properties cannot be sold unless the sale is made with the adjoining property.
    3. Require that the parcel is to be developed and maintained as set forth in the Redevelopment Agreement.
    4. Tax Reactivation properties cannot be resold by the purchaser unless the properties have been improved in accordance with the Redevelopment Agreement.
    5. The Restrictive Covenant shall run with the land and shall be in full force and effect for a period of fifteen (15) years from the date of conveyance or the term provided for in any public financing document, unless otherwise approved by resolution of the Village of Maywood Board of Trustees.
    6. The Village Board of Trustees may require other covenants that are deemed to be in the best interest of the public.

## RE: Sale of Public ROW(?)

Bill Peterhansen <bpeterhansen@ehancock.com>
Thu 6/8/2023 5:24 PM
To:Angela Smith <asmith@maywood-il.org>
Cc:Michele Kitch <mkitch@maywood-il.org>

Angela,

If the Village strongly desires to vacate or sell the piece of existing Village ROW between the true property line and the typical "assumed ROW line", then move forward. We do not have records of any existing utilities within this piece of land that are owned by the Village of Maywood. It is unlikely that there are any other underground public utilities (i.e. ComEd, AT&T, etc.), but that should be confirmed by the homeowner through a JULIE call as well as addressed accordingly within the language on the plat.

In general, one downside to selling off Village ROW in this manner is that it limits the available land for future ROW/utility projects. If for example, there was a plan to install a new water main along Oak St., then it might be advantageous to place it within Village ROW behind the sidewalk in order to minimize restoration costs. However, there are currently not any plans to install either a water main or a storm relief sewer along Oak St., and it would be unlikely to be needed at this particular location in future years. The other downside is that it creates a non uniform ROW that may lead to confusion by Public Works staff and the general public.

Moving forward, if this action becomes commonplace then each case should be considered on an individual basis due to potential for interference with future ROW projects.

It is further recommended that the homeowner be informed of the Village Zoning Code and that he is still subject to its requirements including setback distance, etc. so that he doesn't feel he can build wildly on his newly acquired property.

**William "Bill" Peterhansen, P.E., CFM**
**Vice President**
**Edwin Hancock Engineering Co. | 9933 Roosevelt Road | Westchester, IL 60154 | 708.865.0300**
bpeterhansen@ehancock.com
www.ehancock.com

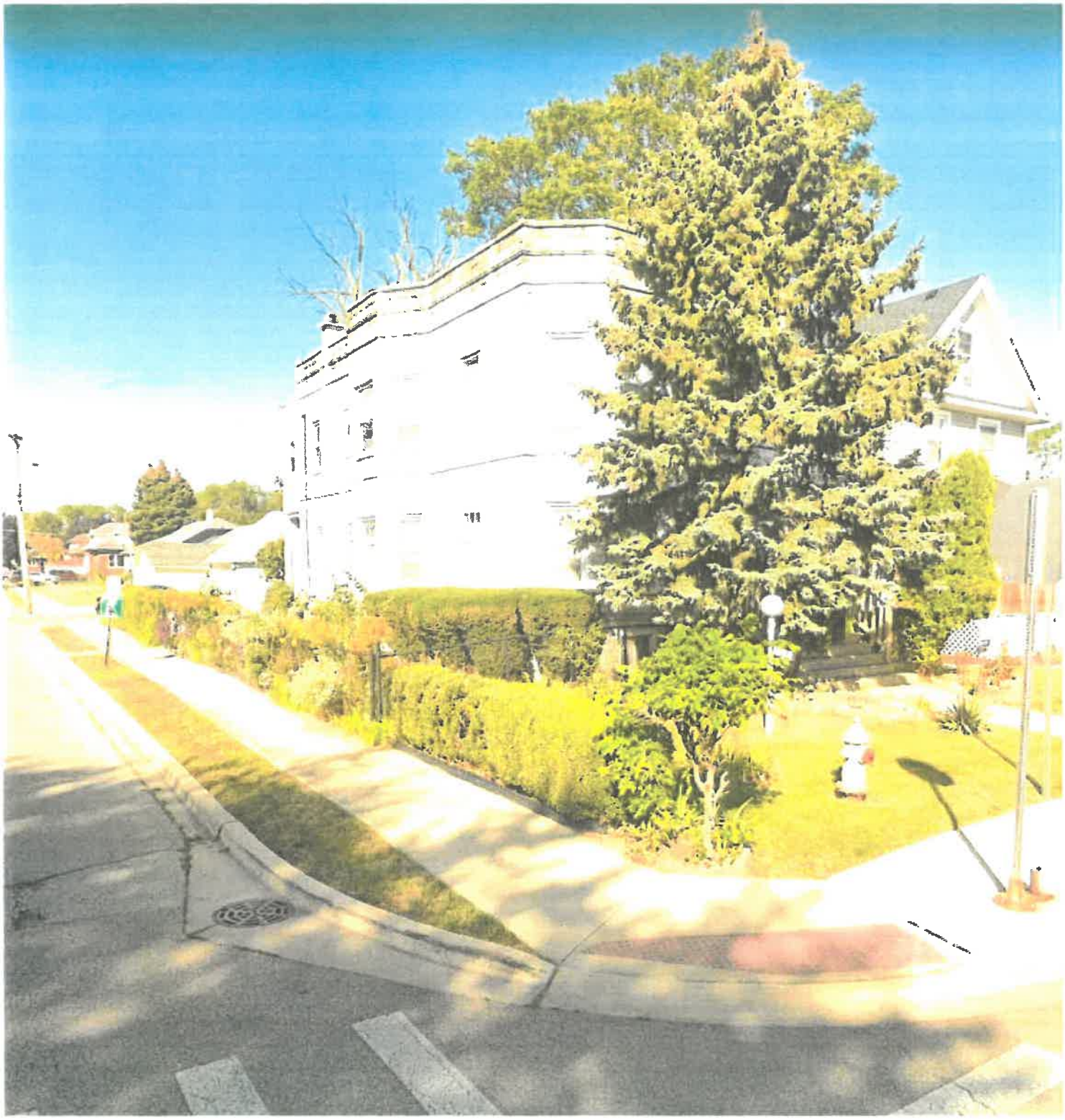
**From:** Angela Smith <asmith@maywood-il.org>
**Sent:** Thursday, June 8, 2023 4:39 PM
**To:** Bill Peterhansen <bpeterhansen@ehancock.com>
**Cc:** Michele Kitch <mkitch@maywood-il.org>
**Subject:** Re: Sale of Public ROW(?)

HI Bill,

We discussed this before we told the guy that he could purchase you said there were no utilities, and you don't know why Oak Street is like that all the way down. Let me know what you want to do if it doesn't have a PIN, that's why I'm calling it public right away.



Thanks



158 S 19th Ave
Google Earth
Image Landsat / Copernicus
40 ft
N

KTJ

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

**MEMORANDUM**

**TO:** **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
**FROM:** **Michael T. Jurusik**
**DATE:** **June 14, 2023**
**RE:** **Madison Street / Fifth Avenue TIF District Economic Incentive**
**Village TIF Matching Grant Business Improvement Program**
**Covenant Health Ambulance Service Inc. Grant Request for Building Rehabilitation and Parking Lot Improvements at 1311 South 5th Avenue Property**

---

Per the request of Acting Village Manager Jim Krischke, I have enclosed the following documents for review, consideration and action at the June 20, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

1. ORDINANCE AUTHORIZING THE APPROVAL OF AN APPLICATION FOR A VILLAGE TIF MATCHING BUSINESS IMPROVEMENT PROGRAM GRANT FOR COVENANT HEALTH AMBULANCE SERVICE INC. FOR BUILDING REHABILITATION AND PARKING LOT IMPROVEMENTS AT 1311 SOUTH 5TH AVENUE PROPERTY LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE GRANT APPLICATION, with a copy of the Application attached to the Ordinance as Exhibit "A".
2. Village Staff Memo dated June 9, 2023 regarding this matter.

**Application for TIF Matching Grant Business Improvement Program Grant**

Covenant Health Ambulance Service Inc. ("Applicant") has submitted an application for a Village TIF Matching Grant Business Improvement Program Grant for the redevelopment of the 1311 South 5th Avenue property to establish a new location for an office and dispatch center for the nonemergency ambulance service. Per the Grant Program, the maximum grant request is up to $25,000.00 of reimbursement of eligible improvements. This Grant Program is funded with TIF Funds from the Madison Street / Fifth Avenue TIF District Fund. See also, the enclosed Village Staff Memo dated June 9, 2023 regarding this matter.

The Village Staff Memo and the Applicants Project Proposal identify eligible "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), consisting of: rehabilitation of the existing building, including improvements to the parking lot, the fencing and a new concrete floor ("TIF Eligible Redevelopment Project Costs").

**Eligibility of Project for TIF Reimbursement**

The actual, documented TIF Eligible Redevelopment Project Costs associated with the Project will be eligible for payment to the Applicant from the Madison Street / Fifth Avenue TIF District Fund because: (1) the Project site is located within the Madison Street / Fifth Avenue TIF District; and (2) these costs are for the type of work that are included under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, which include:

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

(1.6) The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;

(2) Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

(3) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;

**Compliance with the Madison Street / Fifth Avenue TIF Redevelopment Plan and Project**

The proposed Project complies with the goals and objectives of the Madison Street / Fifth Avenue TIF Redevelopment Plan and Project (adopted January 1997 and amended in October 2020) and the Plan supports the use of TIF District Funds to pay the economic incentive for the Project.

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

*Mike*

Enclosures

cc. Tori Garron, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Angela Smith, Director of Community Development Department (w/ encls.)
Walter Duncan, Director of Building & Code (w/ encls.)
Michele Kitch, Business Attraction & Retention Coordinator, CD Department (w/ encls.)
Bill Peterhansen, Village Engineer (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

**ORDINANCE NO. CO-2023-_____**

**AN ORDINANCE AUTHORIZING THE APPROVAL OF AN APPLICATION FOR A VILLAGE TIF MATCHING BUSINESS IMPROVEMENT PROGRAM GRANT FOR COVENANT HEALTH AMBULANCE SERVICE INC. FOR BUILDING REHABILITATION AND PARKING LOT IMPROVEMENTS AT THE 1311 SOUTH 5TH AVENUE PROPERTY LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE GRANT APPLICATION**

**WHEREAS**, the Village of Maywood (the "Village") has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties to achieve the aforesaid purposes, and to otherwise take action in the best interests of the Village; and

**WHEREAS**, the Village is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, as amended (the "TIF Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

**WHEREAS**, pursuant to Ordinance No. CO-97-01, Ordinance No. CO-97-02 and Ordinance No. CO-97-03, adopted March 27, 1997, the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's "Madison Street / Fifth Avenue Tax Increment Financing District" (the "TIF District"); and

**WHEREAS**, pursuant to Ordinance Number CO-2013-12 (adopted March 13, 2013) and Ordinance Numbers CO-2020-39, CO-2020-40 and CO-2020-41, adopted December 29, 2020, the Village approved amendments to the TIF Plan in order to extend the term of the TIF District to December 31, 2032; and

**WHEREAS**, the TIF District was established as a bonded TIF District, and as a "pay-as-you-go" funded TIF District, which means that incremental tax revenues would be used to pay for Village-approved eligible TIF project costs or TIF economic incentives as such funds are generated through year-to-year increases in the equalized assessed valuation ("EAV") of the properties within the TIF District. There are no bond proceeds or other debt financing issued to pay for eligible TIF project costs or TIF economic incentives at this time; and

**WHEREAS,** Covenant Health Ambulance Service Inc. ("Applicant") has submitted an Application for a Village TIF Matching Grant Business Improvement Program Grant for the redevelopment of the 1311 South 5th Avenue property (the "Property") to establish a new location for an office and dispatch center for the nonemergency ambulance service and to make certain rehabilitation improvements to the existing building and the property. The Application identifies eligible "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), consisting of: rehabilitation of the existing building, including improvements to the parking lot, the fencing and a new concrete floor

("TIF Eligible Redevelopment Project Costs") (the "Project"). A copy of the Application is attached hereto as **Exhibit "A"** and made a part hereof; and

**WHEREAS,** the purpose of the Grant Program is to encourage the redevelopment of real property and the rehabilitation of existing buildings and to attract new businesses and to retain existing businesses in the TIF District by reimbursing a portion of investments made in such real property and existing buildings that qualify as TIF Eligible Redevelopment Project Costs, thereby implementing the TIF Plan. Per the Grant Program, the maximum grant request is up to $25,000.00 of reimbursement of TIF Eligible Redevelopment Project Costs ("Capped Grant Amount"). This Grant Program is funded in part with TIF Funds from the Madison Street / Fifth Avenue TIF District Fund; and

**WHEREAS**, it is necessary for the successful completion of the Project that the Village approve the attached Application to provide for an economic incentive to encourage the redevelopment of the Property, thereby implementing the TIF Plan; and

**WHEREAS**, the Applicant is unable and unwilling to undertake the redevelopment of the Property, but for certain tax increment financing ("TIF") incentives, to be provided by the Village in accordance with the TIF Act and the home rule powers of the Village, which the Village is willing to provide under the terms and conditions contained in the attached Application. The Parties agree that, but for the TIF incentives, to be provided by the Village, the Applicant cannot successfully and economically develop the Property in a manner satisfactory to the Village; and

**WHEREAS**, the President and Board of Trustees of the Village have determined that it is desirable and in the Village's best interests to: (a) assist the Applicant, as set forth in the attached Application, in order to stimulate and induce redevelopment of the Property; and (b) agree to reimburse certain actual, documented TIF Eligible Redevelopment Project Costs incurred by the Applicant as part of completing the Project, in an amount not to exceed the Capped Grant Amount, all in accordance with the terms and provisions of the TIF Act, the Village's home rule authority, and the terms of the Grant Program; and

**WHEREAS**, the Village is authorized under Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) (the "Economic Development Statute") to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any commercial enterprise, that are deemed necessary or desirable for the promotion of economic development within the Village; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to approve the attached Application (**Exhibit "A"**) and to approve the expenditure of its TIF District Funds for the reimbursement of a portion of the actual, documented TIF Eligible Redevelopment Project Costs associated with the Project pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5), and the TIF Act, and finds that approving the Application and appropriating and authorizing the expenditure of funds from the Madison Street / Fifth Avenue TIF District Fund in accordance with the applicable provisions of the TIF Act, the Economic Development Statute and the attached Application, subject to the Capped Grant Amount, is in the best interests of the Village, its residents, its business and the public.

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

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

**SECTION 2: Authority.** The Village is a duly constituted and organized home rule municipality, as described in Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt. The adoption of this Ordinance implements the TIF Plan in accordance with the TIF Act.

**SECTION 3: Execution and Delivery of Application and Other Documents.** The President and Board of Trustees of the Village authorize the approval and execution of the Application (**Exhibit "A"**), for the purposes set forth in this Ordinance. The President and Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or their designee, to execute and deliver the executed, final version of the Application, 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 Application. The Village Clerk, or their designee, shall transmit executed originals or certified copies of all documents, including this Ordinance and the Application, to the Applicant for record retention purposes.

**SECTION 4: Estimate of Expenditures.** The Village intends to incur Expenditures in connection with the Project, consistent with the TIF Plan and in accordance with the Application, including, but not limited to, the following:

1. The actual, documented eligible "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), and as listed in the attached Application for the Project (**Exhibit "A"**) ("TIF Eligible Redevelopment Project Costs") incurred by the Applicant for the completion of the Project, subject to the terms imposed on the payment of the economic incentive by the Grant Program and the payment of TIF District Funds not to exceed the Capped Grant Amount.

2. Costs for Village-related professional services related to the Project, including but not limited to legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

**SECTION 5: Authorization of Expenditures Under the Application.** The expenditure of funds from the TIF District Fund is authorized up to the Capped Grant Amount, provided that the Applicant completes the Project, and payment of the economic incentive is subject to the Applicant's compliance with the economic incentive reimbursement terms as set forth in the Grant Program.

**SECTION 6: Repealer; Severability.** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for

any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 7: Ratification.** All actions of the President and Board of Trustees, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

**SECTION 8: Effective Date.** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

**ADOPTED** this ___ day of June, 2023, pursuant to a roll call vote as follows:

**AYES:**_____
**NAYS:**_____
**ABSENT:**_____

**APPROVED** this ___ day of June, 2023, 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:**

_____
Tori Garron, Village Clerk

Published by me in pamphlet form this ___ day of June, 2023.

_____
Tori Garron, Village Clerk

**Exhibit "A"**

**APPLICATION FOR A VILLAGE TIF MATCHING BUSINESS IMPROVEMENT PROGRAM GRANT FOR COVENANT HEALTH AMBULANCE SERVICE INC. FOR BUILDING REHABILITATION AND PARKING LOT IMPROVEMENTS AT 1311 SOUTH 5TH AVENUE PROPERTY**

(attached)

# VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, IL 60153 - www.Maywood-IL.org

## Maywood Matching Grant Business Improvement Program

## Guidelines & Application

**Purpose:**
To generate investment in the commercial structures Village wide and promote the revitalization throughout commercial corridors in line with comprehensive planning.

**Approval:**
In addition to meeting the eligibility criteria, approval will be based on the design and merit of the project upon review by the Design Committee whose membership include Village President, a Trustee of the Planning and Development Committee, Village Manager, Community Development Director, Director of Building & Code along with Village Engineer. Approves will go before the Village President and Board of Trustees for final approval.

Grants may be awarded for up to 50% of an approved project up to $25,000. If more applications are received than current funding levels allow, the committee reserves the right to prioritize applications on the basis of extent of the work, level of private funding and the relative impact of the proposed improvements to the area. In 2022, a total of $300,000 will be available for this program.

**Eligibility Criteria and General Conditions of Participation:**

*Getting started – Eligibility criteria*
Financial assistance is available for:

- Façade renovation, including masonry, carpentry, windows and doors;
- Awnings; and/or signage and exterior lighting.
- Roofing
- Parking lot repairs
- Architectural Designs
- Electrical, Plumbing and HVAC

The program is available for both commercial property owners and commercial tenants Village-wide.

Tenants must have a lease with a minimum 3-year lease remaining and written permission from the property owner concerning the proposed improvements. A letter of intent may be considered to meet the standard during the application process.)

The building owner and tenant must be in good standing with the Village of Maywood, including, but not limited to taxes, licenses, assessments, and loans and/or grants, code requirements. The building owner and tenant must also be in good standing and current with all government taxing bodies which intersect and/or impact the Village of Maywood.

Home-based and not-for-profit businesses are not eligible.

The application and statement of agreement must be submitted and approved before the project is begun. The grant is not retroactive; any costs, other than related architectural services, incurred prior to approval are ineligible. Architectural/design fees previously incurred may be retroactive and can be submitted as part of the overall cost of improvements and will be included in the normal reimbursement calculations.

The applicant contribution will at least match any grant dollars awarded.

***Getting approved***

The applicant must submit a complete application with all necessary attachments.

All projects are subject to design review. Minimum design standards for site and building improvements are provided in this document. These guidelines are not intended to substitute for architectural drawings needed. Emphasis would be on those façade designs which bring out and enhance the original character of a building. Improvements should complement the original architecture and be in keeping with the neighborhood buildings. Normal maintenance, as a major component of the scope of work, may not be eligible.

The improvements must be in compliance with relevant building codes of the Village of Maywood. Any changes in the approved scope of work must be submitted in writing for approval prior to implementation.

***Getting to work***

To ensure competitive pricing among contractors/tradespeople, at least two bids for each aspect of the project may be required. Sworn contractor's statements identifying all elements and costs of the proposed improvements shall be required.

- Contractor selection, all necessary permits and inspections will be the responsibility of the applicant. Copies of permits are required documentation.
- Contractors/Trades people must be licensed and bonded in the Village of Maywood.
- Once the applicant provides the bids, a letter of commitment addressing the approved grant amount and any special circumstances will be issued.
- Work must be completed within 6 months of approval or the grant will be forfeited.
- If the applicant serves as the contractor on the project, the contractor's profit will not be considered as an eligible expenditure for the portion of the work the applicant performs as a contractor. Estimates from two other contractors will be required for the cost evaluation of the project.

The Village of Maywood, or their agent, reserves the right to request information as deemed necessary for program administration purposes. Failure to comply with any of the criteria or requests from the committee may forfeit the grant.

**Guidelines and Program Approved by the Village Board at the July 19, 2022 Special Village Board Meeting.**

# VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, IL 60153 - www.Maywood-IL.org

**Matching Grant Business Improvement Program Application**

COVENANT HEALTH AMBULANCE SERVICE INC
Applicant Name | Phone | Secondary Phone

1311 S 5TH AVE MAYWOOD IL 60153
Mailing Address (Street/City/State/Zip)

COVENANTHEALTH4@GMAIL.COM
Email

**Building Information**

QUEEN OMOKO (773)454 3392 / 773 219 8296
Business Owner Name | Phone | Secondary Phone

1619B WELD ROAD ELGIN IL 60123
Mailing Address (Street/City/State/Zip)

EGBUNAGORDON@YAHOO.COM
Email

OWNER 1311 S 5TH AVENUE MAYWOOD IL
Applicant is Business Owner/Tenant | Street Address(es) of building for which grant is sought

NONE | NONE | 50FT / 100ft
Total Number of Storefronts | Number of Stories | Building Frontage (in feet)

(Photo Permission) Design/Drawing Bids/Estimates Lease Permissions Proof of Ownership Owners'

Tenant(s) | Lease Expiration Date(s)

Tenant(s) Lease Expiration Date(s)

**Statement of Agreement**

The applicant (undersigned) agrees to comply with the guidelines and procedures of the Maywood Matching Grant Business Improvement Program. The applicant understands that s/he must submit copies of the contract for work, design drawings, invoices/waivers of lien, copy of permits upon completion of the approved improvements.

Signature of Applicant 5/10/2023 Date

VILLAGE OF MAYWOOD MATCHING GRANT BUSINESS IMPROVEMENT PROGRAM
PROJECT INFORMATION

VILLAGE OF MAYWOOD MATCHING GRANT BUSINESS IMPROVEMENT PROGRAM
PROJECT INFORMATION

Proposed use of funds (Check all that apply and briefly describe work)

| Type of Work | Est. Cost |
|---|---|
| Brick Cleaning and tuck-pointing | $ |
| Storefront rehab/replacement | $24,400 |
| Window/door repair/replacement | $ |
| Painting of exterior surface – Exterior Site work | $28,820 |
| Exterior lighting | $ |
| Awning | $ |
| Signage | $TBD |
| Total Cost of Project | $53,220.00 |
| Total Grant Request | $25,000.00 |

Note: Applicant must provide copy of proof of ownership, all proposed materials and design drawings for estimated scope of work
and, upon completion, a copy of the contractors' waivers of lien for evidence of payment.

ATTACH:

_____Building design
__✓__Bids and/or estimates
_____Color samples
_____Catalog cuts of lighting fixtures
_____Sign design
_____Logo for business signage

MCDC/FacadeGuidelines.doc

Office Use Only:
Date Received:

Committee Meeting Date: Grant Awarded: Applicant Notified:
Funds Deposit into Account #:

Property Characteristics for PIN:

# 15-14-128-003-0000

## PROPERTY ADDRESS

1311 S 5TH AVE
MAYWOOD
60153
Township: PROVISO

## MAILING ADDRESS

COVENANT HEALTH AMBULA
1619 WELD RD
ELGIN, IL 60123

## PROPERTY CHARACTERISTICS

**CURRENT INFORMATION**

**Assessed Value:**
(2021 Board Final)

| | |
|---|---|
| Assessment Information: | 57,589 |
| Estimated Property Value: | $230,356 |
| Lot Size (SqFt): | 6,994 |
| Building (SqFt): | |
| Property Class: | 5-17 |
| Tax Rate : | 18.826 |
| Tax Code : | 31132 |

## TAX BILLED AMOUNTS & TAX HISTORY

| | | |
|---|---|---|
| 2022: | $17,904.87* | Pay Online: $18,710.58 |
| 2021: | $15,097.65 | Paid in Full |
| 2020: | $31,739.36 | Payment History |
| 2019: | $27,613.29 | Payment History |
| 2018: | $26,863.99 | Payment History |

*=(1st Install Only)

## EXEMPTIONS

2022: Not Available
2021: 0 Exemptions Received
2020: 0 Exemptions Received
2019: 0 Exemptions Received
2018: 0 Exemptions Received

## APPEALS

2022: Not Available
2021: Not Available
2020: Appeal Information
2019: Appeal Information
2018: Appeal Information

## REFUNDS AVAILABLE

No Refund Available

## TAX SALE (DELINQUENCIES)

2022: Tax Sale Has Not Occurred
2021: Tax Sale Has Not Occurred
2020: No Tax Sale
2019: No Tax Sale
2018: No Tax Sale

## DOCUMENTS, DEEDS & LIENS

2130825007 - MORTGAGE - 11/04/2021
2130825006 - SPECIAL WARRANTY DEED - 11/04/2021
2100449043 - RELEASE - 01/04/2021
1922117114 - DEED - 08/09/2019
1305726019 - COURT DOC - 02/26/2013

*All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.*

**Note: This printout cannot be used as a tax bill.**



Privacy - Terms

# Woodstock Builders Inc

645 East 75th Street | Chicago, Illinois 60619
7737446770 | justicemensah@msn.com

**RECIPIENT:**

**Convenant Health Ambulance Service Inc**
16198 Weld Rd
Elgin, IL 60123

## Estimate #112

| | |
|---|---|
| Sent on | Jun 07, 2023 |
| **Total** | **$57,000.00** |

**SERVICE ADDRESS:**

1311 South 5th Avenue
Maywood, Illinois 60153

| PRODUCT / SERVICE | DESCRIPTION | QTY. | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| Construction of new iron fence and iron gate | Construction of new iron fence, installation of 21 foot iron slide gate, painting of iron fence and gate. installation of lift master equipment to control gate and wiring of electrical to lift master | 1 | $12,600.00 | $12,600.00 |
| Resurfacing of exterior area with asphalt covering 4700 square foot surface area | | 1 | $20,000.00 | $20,000.00 |
| Demolition of interior garage space floor and pouring of new concrete to cover garage floor | Demolition and hauling aware of waste material of interior concrete floor, Installation of stones covering 6 inches thickness, installation of steal bars at 3 feet intervals at vertical wall edge, installation of wire mess to cover entire 3200 square foot area, compacting of entire 3200 square foot area and pouring off concrete flooring to cover a thickness of 5 inches | 1 | $24,400.00 | $24,400.00 |

**Total** **$57,000.00**

This quote is valid for the next 30 days, after which values may be subject to change.

**Signature:** _____ **Date:** _____

# RIVERA CONSTRUCTION & REMODELING INC.

719 East 144th Street
Dolton, Illinois 60419
708-334-1925
ericrivera@yahoo.com

**RECIPIENT:**

## Convenant Health Ambulance Service Inc

1619B Weld Rd
Elgin, IL 60123
Phone: 7734543392

Sent on Jun 14, 2023

**Total $67,000.00**

**SERVICE ADDRESS:**

1311 South 5th Avenue
Maywood, Illinois 60153

| PRODUCT / SERVICE | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|
| Construction of fence and iron gate | | $15,000.00 | $15,000.00 |
| Resurfacing of asphalt for 4700 sq ft | | $25,000.00 | $25,000.00 |
| Demolition of interior garage space/new concrete | | $27,000.00 | $27,000.00 |

**Total $67,000.00**

This quote is valid for 30 days, after which values may be subject to change.

**RIGHTWAY PAVING AND SEALCOATING, INC.**
**Paving Done Right**
**773. 501. 6534**

# Proposal

| | |
|---|---|
| **Submitted to:** Covenant Health Ambulance service | **Date:** 5-19-2023 |
| **Address:** 1311 s 5th Ave<br>Maywood IL | **Job Details:** Asphalt Remove and replace |
| | **Job Location:** **1311 s 5th ave**<br>Maywood IL |
| **Phone:** **312-687-0780**<br>**Fax:**<br>**Email:** **covenanthealth4@gmail.com** | |

## Specifications:

- **Asphalt**
  - Remove damaged asphalt approximately 3,244 sqft
- Dispose broken asphalt at authorized dumpsite.
  - Grade and compact existing gravel base to proper grade.
  - Resurface removed asphalt 3 inches of bituminous asphalt surface mix (approximately 3,244 sq. ft.)
  - Compact to proper grade using steam roller .

**Total $ 16,220.00**

**Abbey's Sealcoating & Paving**
8415 S. Wabash Ave.
Chicago, IL 60619 US
(773) 671-2772
abbey.enterprises@yahoo.com

# Estimate

**ADDRESS**
Covenant
1311 S. 5th Ave
Maywood, IL

**ESTIMATE # 2645**
**DATE 05/15/2023**

**CUSTOMER EMAIL**
health4@gmail.com

**PHONE NUMBER**
(773) 454-3392

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **Dig Out**<br>Sq. Ft. 5,400<br><br>* Dig out and remove existing asphalt to the stone<br>* Install CA-6 stone as needed.<br>* Proof Roll<br>* Install 3" of hot bituminous asphalt.<br>* Roll and compact to meet grade specifications.<br>* Stripe as directed | 1 | 19,500.00 | 19,500.00 |

50% Deposit will commence project
Balance due upon completion

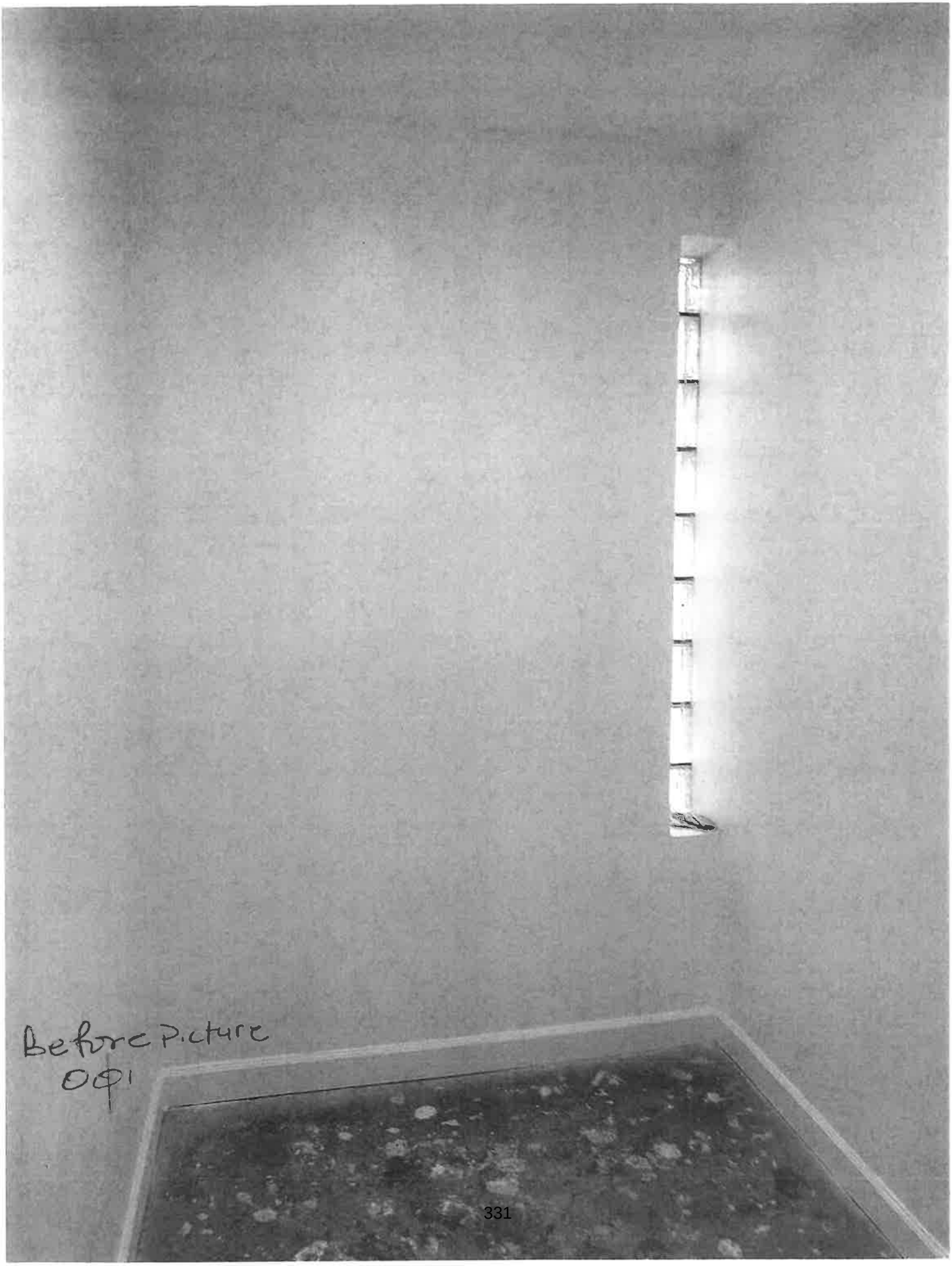
TOTAL **$19,500.00**

Accepted By

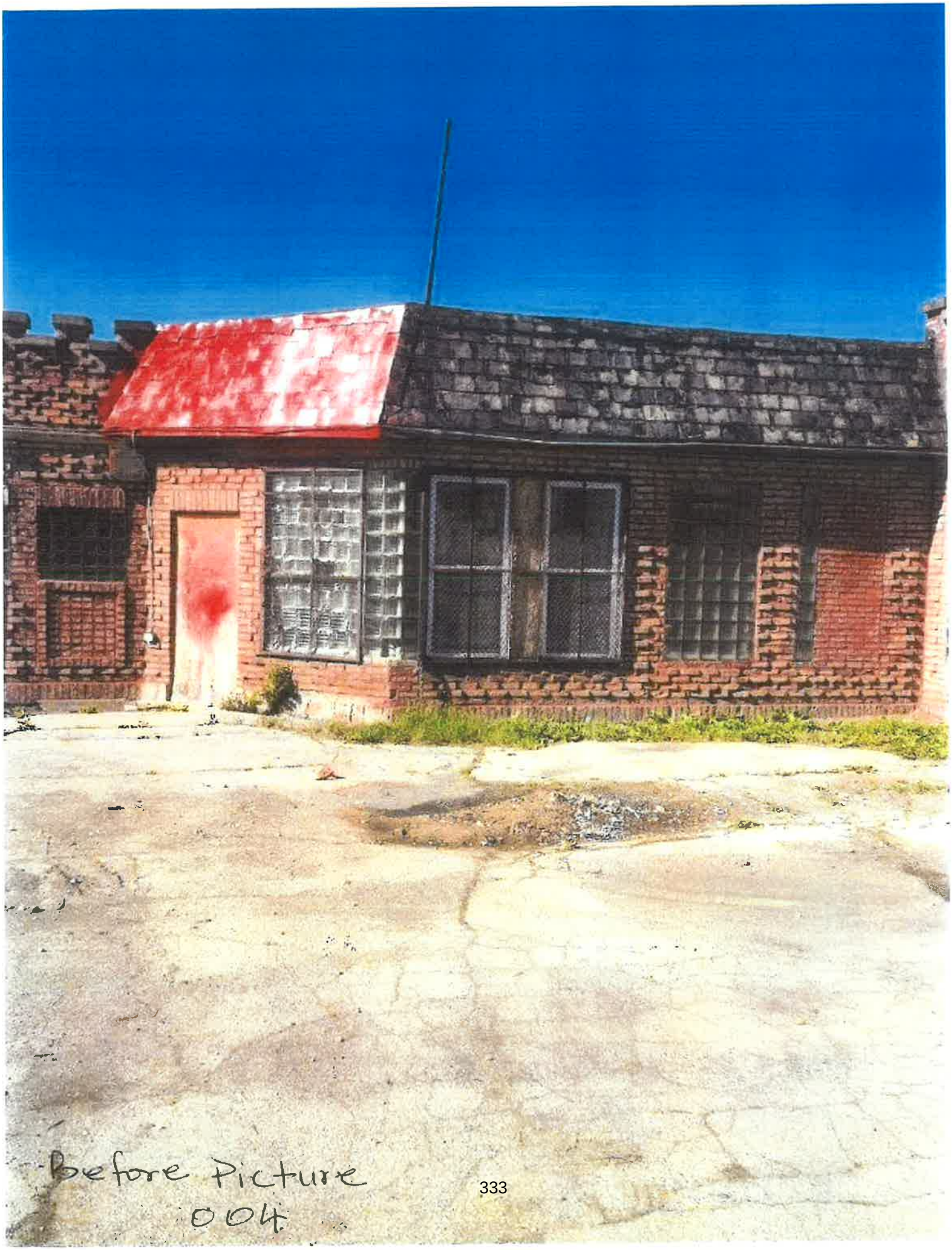
Accepted Date

Please view and like us on YouTube!
https://www.youtube.com/watch?v=ffXObnMFQnI

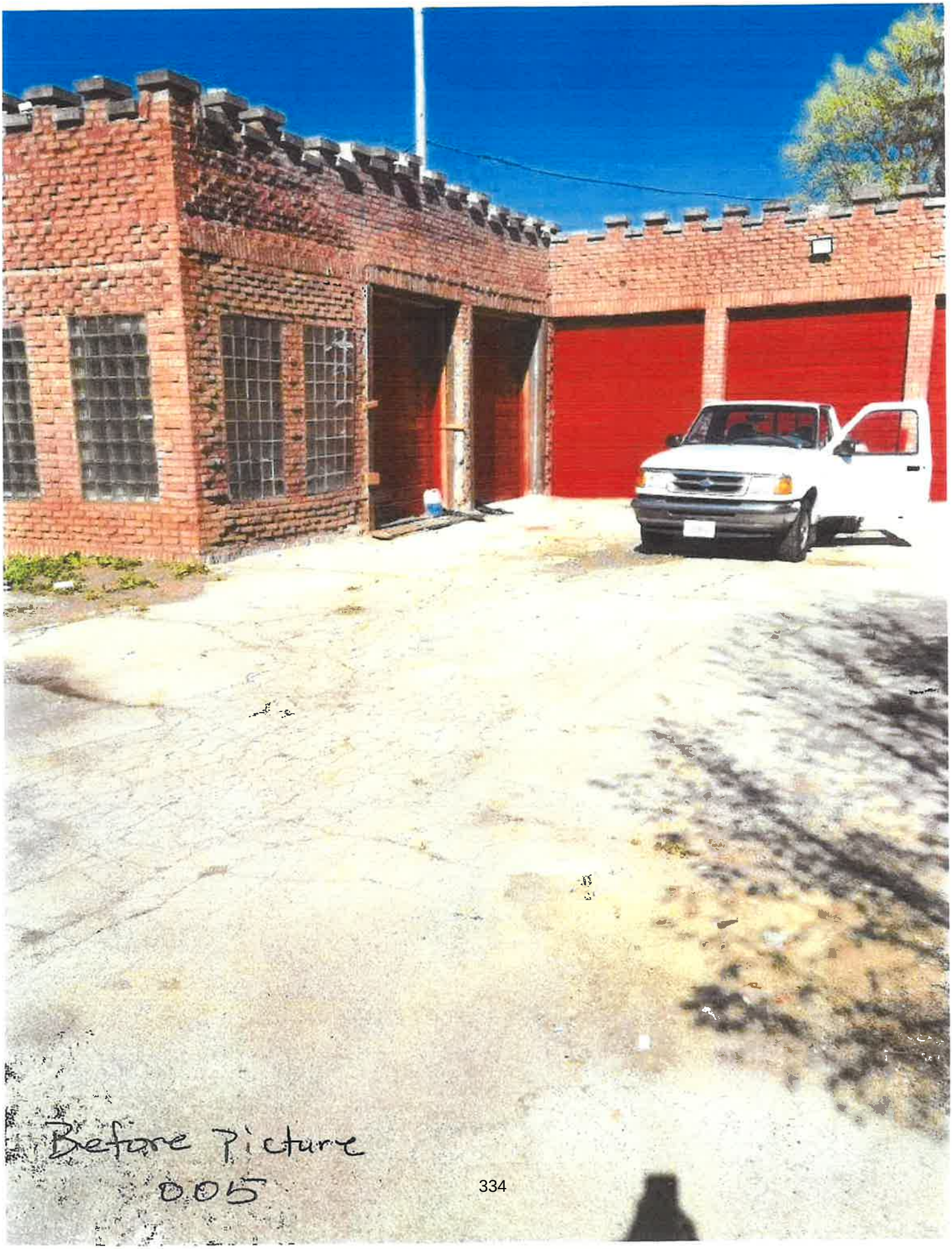
# Before


Before Picture
001

Before Picture
002



Before Picture
004


Before Picture
005

Before Picture
006

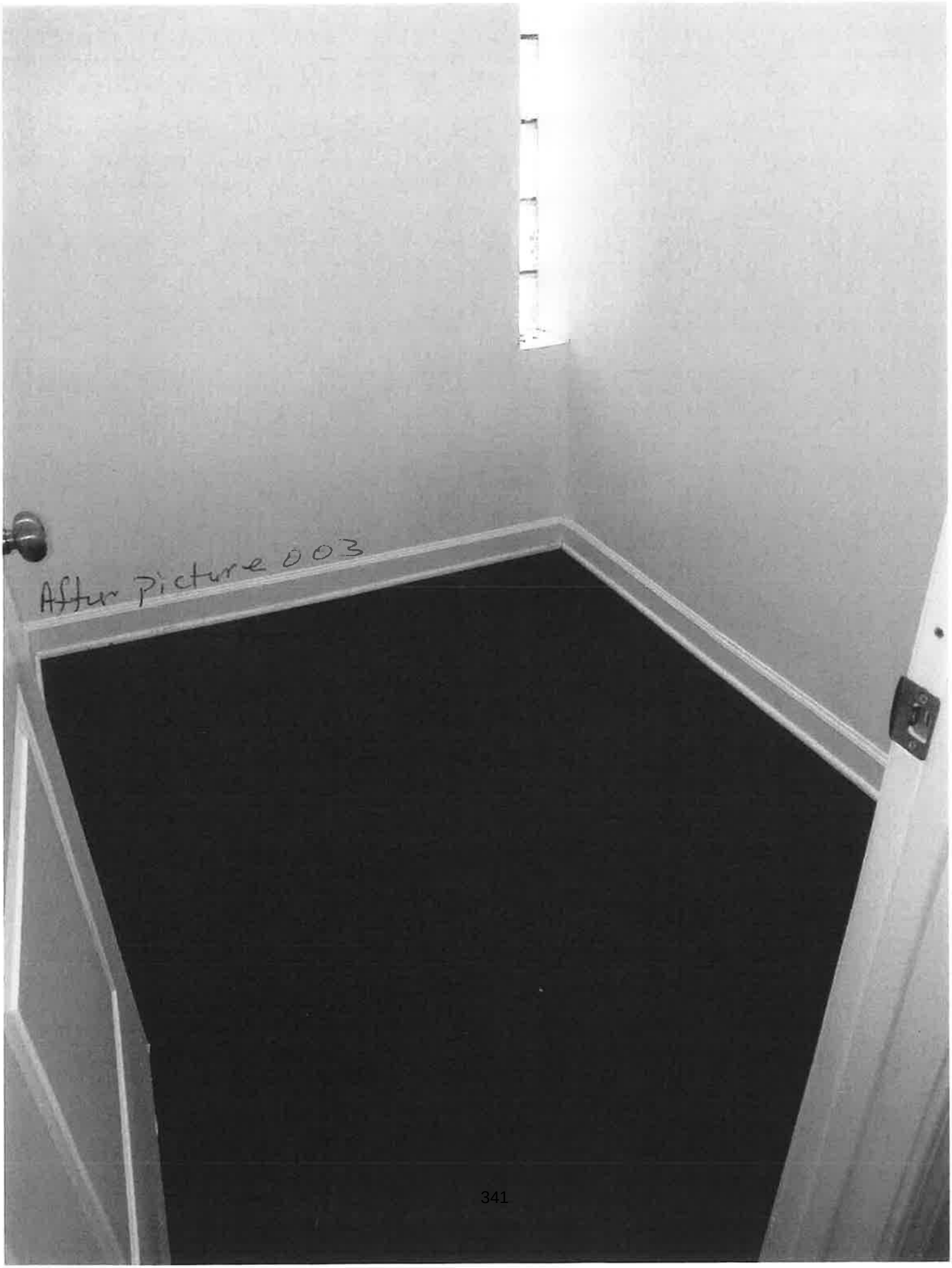
BR for Picture 008

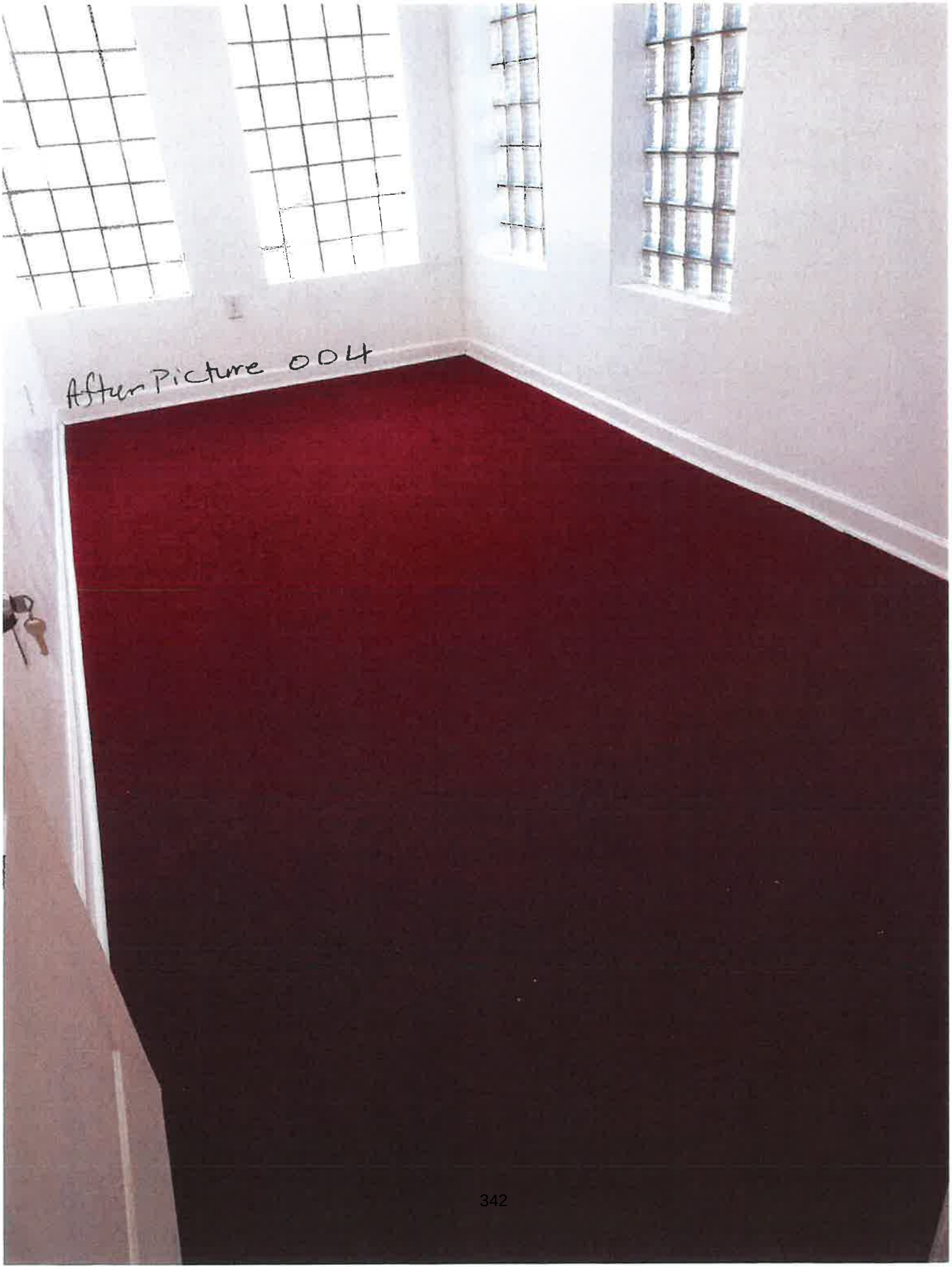
Before Picture 007

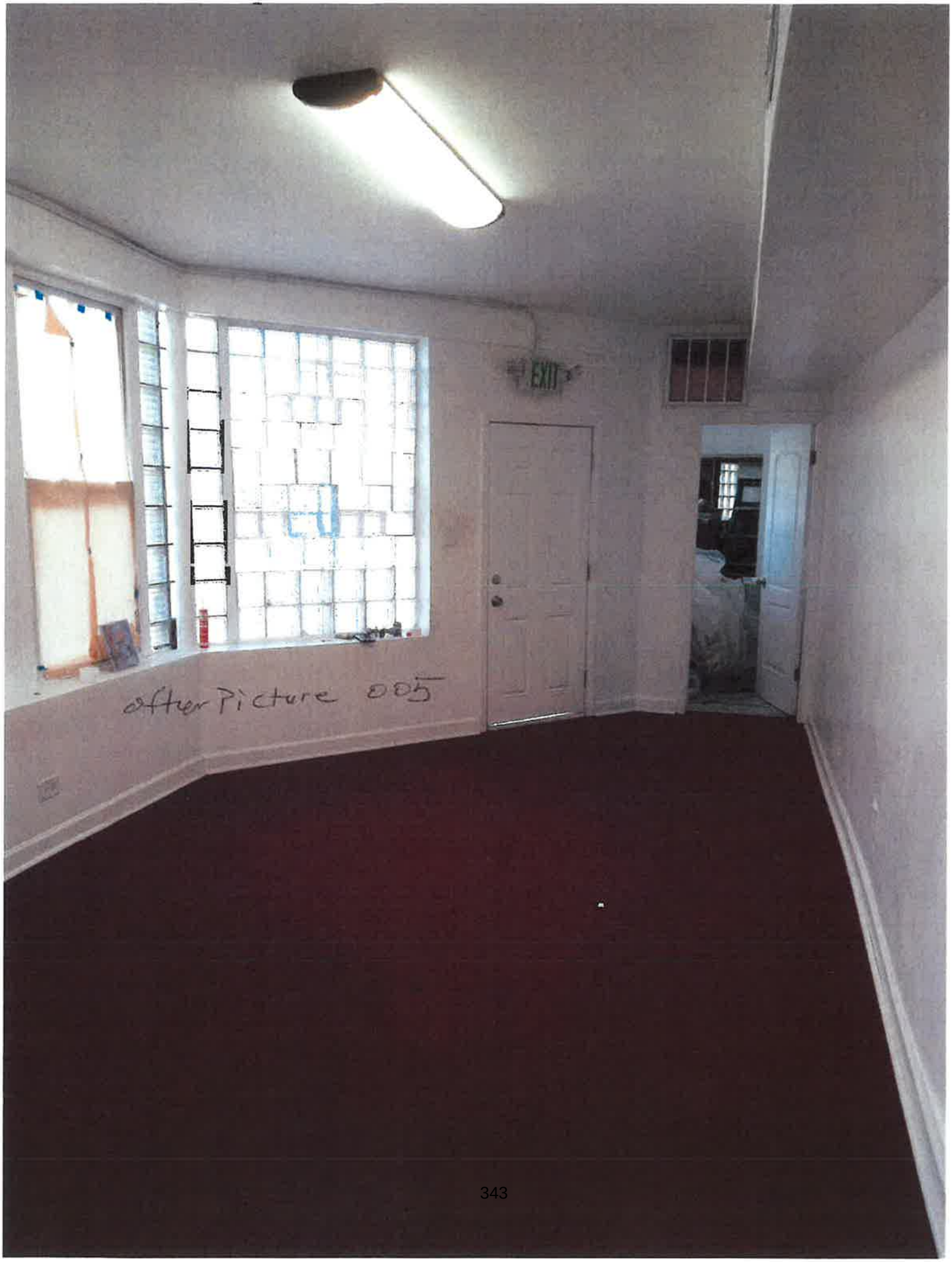
# After

After Picture without the Sign
CONVENANT HEALTH
AMBULANCE SERVICE INC.
CONVENANT HEALTH
AMBULANCE SERVICE INC.
AMBULANCE
339
001

other Picture 002


After Picture 003


After Picture 004


EXIT
after Picture 005

After Picture
006

**STATE OF ILLINOIS** )
) **SS**
**COUNTY OF COOK** )

**CLERK'S CERTIFICATE**

I, Tori Garron, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. CO-2023-_____**

**AN ORDINANCE AUTHORIZING THE APPROVAL OF AN APPLICATION FOR A VILLAGE TIF MATCHING BUSINESS IMPROVEMENT PROGRAM GRANT FOR COVENANT HEALTH AMBULANCE SERVICE INC. FOR BUILDING REHABILITATION AND PARKING LOT IMPROVEMENTS AT THE 1311 SOUTH 5TH AVENUE PROPERTY LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT, AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE GRANT APPLICATION**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the ___ day of June, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of June, 2023.

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

**AYES:**_____

**NAYS:**_____

**ABSENT:**_____

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ____ day of June, 2023.

_____
Tori Garron, Village Clerk

[SEAL]

Village of MAYWOOD

40 MADISON STREET• MAYWOOD, ILLINOIS 60153 • (708) 450-6307
COMMUNITY DEVELOPMENT

**To:** **Jim Krischke, Interim Village Manager**

**From:** **Angela Smith, Director of Community Development**
**Michele Kitch, Business Attraction and Retention Coordinator**

**Date:** **June 9, 2023**

**Re:** **Request for TIF Matching Grant Business Improvement – 1311 S 5th**

## BACKGROUND

The Village of Maywood has received a TIF Matching Grant Business Improvement Program application from Covenant Health Ambulance Service Inc. ("Covenant Health") for the redevelopment of 1311 S 5th to establish a new location for an office and dispatch center for the nonemergency ambulance service("Project"). The Project is estimated to create up to 10 new jobs and will provide wheelchair bound individuals with a transportation service to attend doctor and dialysis appointments and other nonemergency transportation needs. The business acquired the property from the Cook County Land Bank and plans to rehab the building including the parking lot, fencing and a new concrete floor. The application and supporting documents are attached to this memo. The property is identified by the following PIN:

1311 S. 5th Avenue, Maywood, IL 60153 PIN: 15-14-128-003-0000

## FISCAL IMPACT

The overall estimated ten-year revenue for development of the proposed Project is **over $250,000** with annual property taxes in the range of $25,000 or more annually.

## NEXT STEPS

Village Board of Trustees to review the application for approval of the TIF Matching Grant Business Improvement Program for up to $25,000 reimbursement of eligible improvements.

# VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, ILLINOIS 60153 708-450-6300

June 20, 2023

To: Mayor and Village Board

From: Jim Krischke, Acting Village Manager

Re: Maywood Public Library Facility Use Agreement - Ratify

Mayor and Village Board:

On Saturday June 17, 2023, the Village of Maywood is sponsoring a Juneteenth event on property immediately adjacent to the Maywood Public Library. As such, the Maywood Public Library has requested the village enter into a facility use agreement (see attached) for the day's event. The request for an agreement was made on June 13, 2023.

The agreement has been reviewed by legal and approved for signature. Since the event will be held prior to the Village Board meeting on June 20, 2023, the agreement will be executed in time for the event. To recognize and document the agreement we will include this on the June 20, 2023, Village Board for ratification.

Based upon all the information provided it is the staff's recommendation that the Village Board ratify the agreement as presented.

## FACILITY USE AGREEMENT

This Agreement is entered into this 13th day of June, 2023, by and between the **Maywood Public Library District** ("***Owner***") and **Village of Maywood** ("***Licensee***") as follows:

**WHEREAS,** the Owner owns property located at 115 S. 5th Avenue, Illinois (lot north of library at corner of 5th Avenue and St. Charles Road) ("***Property***");

**WHEREAS,** the Owner and the Licensee desire to enter into an agreement to set forth the terms and conditions for the Licensee using the Property for **Juneteenth Celebration and Street Naming Dedication Ceremony** ("***Event***"), as set forth herein.

**NOW THEREFORE,** in consideration of the foregoing, the parties agree as follows:

1. The above-stated recitals are incorporated herein by reference.

2. The Owner agrees to allow the Licensee to use a portion of the Property, in the areas depicted on the map attached as **Exhibit A**, to operate the Event scheduled for **Saturday, June 17, 2023, 1:00 p.m.**

3. The term of this Agreement will begin on **June 17, 2023**, and expire on **June 17, 2023** or until this Agreement is earlier terminated by either the Owner or Licensee. Either party has the right to terminate this Agreement by giving the other party at least 15 days advanced written notice of the date this Agreement will terminate; provided, however, the Owner reserves the right to terminate this Agreement for (a) misconduct or misuse of the Property; (b) if deemed necessary for public safety or preservation of property; or (c) because Licensee has breached any of its obligations under this Agreement.

4. Licensee must keep the Property neat and clean at all times during the term of this Agreement. Licensee will be responsible for any damage done to the Property beyond normal wear and tear, and will reimburse the Owner for all costs and expenses incurred by the Owner in repairing and/or remedying any damage related to or arising from the Event. Licensee must immediately advise the Owner of any damage made to the Property related to or arising from the Event. At the conclusion of the Event, the Licensee must remove all of its personal property and leave the Property in the same condition as Licensee received it, normal wear and tear excepted. Licensee will be responsible for all trash removal and ensure that the Property is kept clean at all times during the term of this License. Licensee will work with the Owner to ensure that all equipment and facilities that were installed or brought onto the Property for the Event are removed promptly after the Event. Licensee will be held responsible for any property that is stolen or damaged as a result of the Licensee's use of the Property for the Event.

5. The Owner makes no warranty or representation about the condition of the Property. Licensee is solely responsible for any and all supervision and security services associated with its use of the Property for the Event.

6. The Licensee does hereby fully waive, release, and discharge the Owner and its officials, officers, employees, volunteers, and agents ("***Covered Entities***") from any and all claims from injuries, including death, property damage, or loss which it may have or which may accrue to the Licensee on account of its use of the Property for the Event, and the Licensee covenants not to sue the Owner or any of the Covered Entities. The Licensee further agrees to indemnify and hold harmless and defend the Owner and its Covered Entities from any and all claims

resulting from injuries, including death, property damages, and losses sustained by the Owner or the Covered Entities, the Licensee, or any member, user, invitee, employee, agent, customer, or attendee at the Event ("***Participant***") arising out of, in connection with, or in any way associated with the Licensee's or Participant's use of the Property for the Event. The Licensee hereby assumes all responsibility for any bodily injury, death or property damage brought about as a result of its use of the Property or the use of the Property by any Participant. The indemnification obligations set forth herein will survive expiration or termination of this Agreement.

7. The Licensee, at its sole cost and expense, must maintain adequate insurance coverage, including a commercial general liability insurance policy naming the Owner as additional insured with combined single limits in the amount of $1,000,000.00 per occurrence, $3,000,000.00 aggregate, or such other amount as the Owner may require. The Licensee must also maintain umbrella excess liability insurance in the amount of $1,000,000.00 per occurrence, workers compensation insurance covering all of the Licensee's employees in accordance with the applicable state laws and regulations. The Licensee must provide a certificate of insurance evidencing a policy endorsement of the required insurance to the Owner prior to the commencement of the Event. In addition, notice of cancellation or termination must be provided to the Owner in writing at least thirty (30) days in advance.

8. The Owner and Licensee are independent parties, and under no circumstances will this agreement be construed as one of agency, partnership, or joint venture or employment between either.

9. The Licensee agrees, for itself and its contractors, agents, employees, members, guests, and invitees that it will fully comply with all applicable state and local laws, ordinances and governmental regulations.

10. In the event the Owner deems that there has been a breach of this Agreement, which in the Owner's sole discretion cannot be remedied, the Owner may terminate the Agreement, and also seek any appropriate remedy at law or in equity.

11. This Agreement is not assignable or transferable by the Licensee without the written approval of the Owner, which may be refused in the Owner's sole discretion.

12. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who in not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

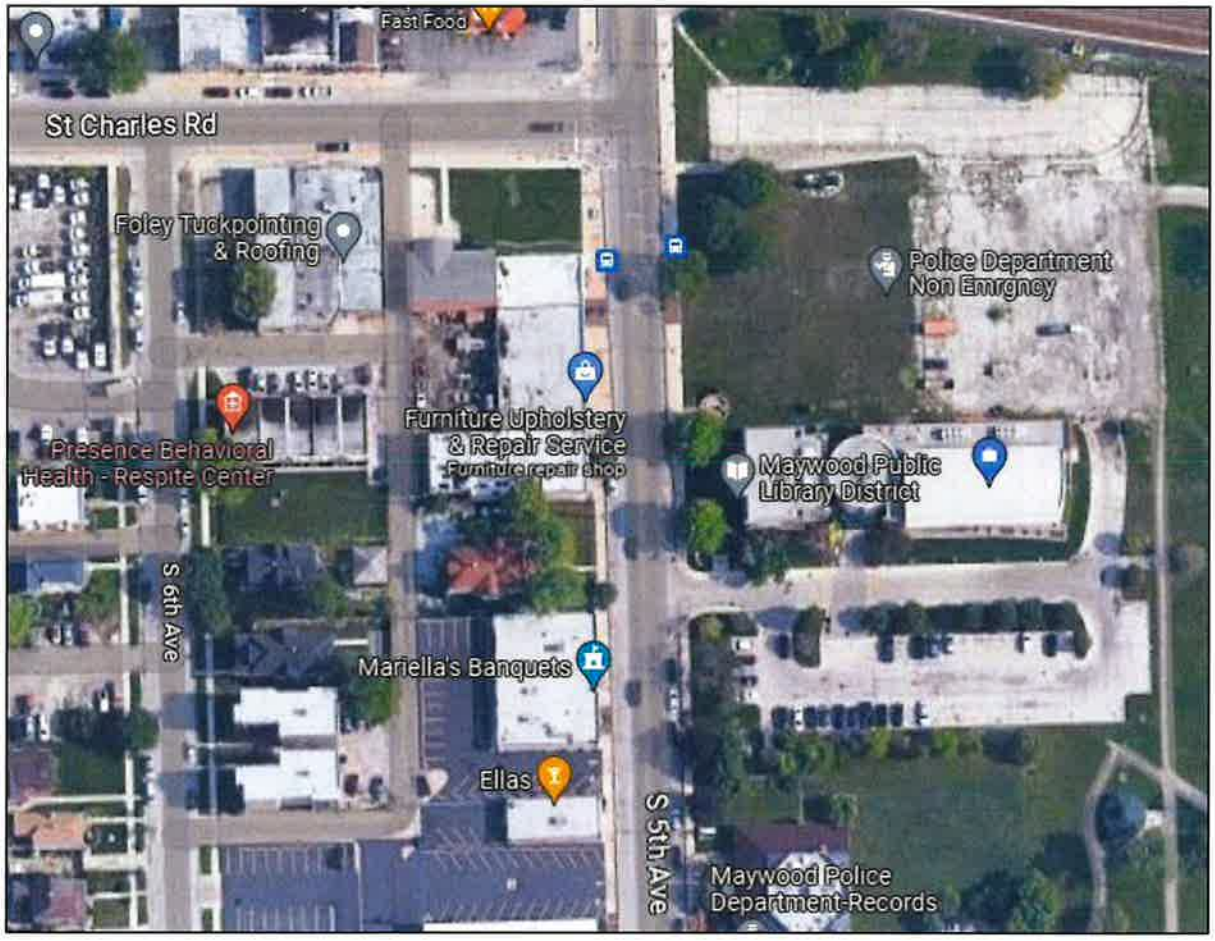
In witness whereof, the undersigned parties have hereunto executed or caused to be executed this Agreement as of the following date:

| **OWNER** | **LICENSEE** |
|---|---|
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |

**EXHIBIT A**

**DEPICTION OF THE PROPERTY TO BE USED FOR THE EVENT**

**Lot North of Library at Corner of 5th Avenue and St. Charles Road**



# VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, ILLINOIS 60153 708-450-6300

June 20, 2023

To: Mayor and Village Board

From: Jim Krischke, Acting Village Manager

Re: ADT Mobile Surveillance Unit – three (3) month lease agreement

Mayor and Village Board:

Recently the Village of Maywood and ADT agreed to a no-cost one-month trial of a mobile surveillance unit to assist the Building and Code Department and Police Department in their efforts to curb Fly dumping and other nuisance violations. The unit was delivered and set up in the village starting in early May.

The results of the one-month trial were encouraging as fly dumping in locations of the surveillance unit ceased. Staff are desirous of continuing the use of the surveillance unit to see if it will continue to curtail fly dumping and other nuisances in areas throughout the village.

Given the limited trial period, staff were not comfortable entering into a long-term lease agreement until more data can be gathered. ADT has agreed to extend a three (3) month agreement for its continued use- see attached. Legal has reviewed the agreement and approves it for signature. Funds for a surveillance unit have been budgeted.

Based upon all the information provided it is the staff's recommendation that the Village Board approve an agreement with ADT as presented.

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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

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

www.ktjlaw.com

**PRIVILEGED AND CONFIDENTIAL – ATTORNEY/CLIENT COMMUNICATION**
**MEMORANDUM**

**TO:** **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
**FROM:** **Michael T. Jurusik**
**DATE:** **May 10, 2023**
**RE:** **Ordinance Amending Section 99.26 (Aggravated Fleeing and Eluding a Peace Officer; Impoundment) to the Maywood Village Code to include an Administrative Penalty**

---

Per the request of the Acting Police Chief Theodore Yancy, we have enclosed the following draft document for your review, consideration and action at an upcoming Village Board Meeting:

> AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 99 (TOWING OF VEHICLES), SECTION 99.26 (AGGRAVATED FLEEING AND ELUDING A PEACE OFFICER; IMPOUNDMENT) OF THE MAYWOOD VILLAGE CODE TO IMPOSE AN ADMINISTRATIVE PENALTY FOR VIOLATIONS

In March 2021, the Village Board adopted a Code Amendment Ordinance amending Title IX (General Regulations), Chapter 99 (Towing of Vehicles) to establish Section 99.26 (Aggravated Fleeing and Eluding a Peace Officer; Impoundment) of the Maywood Village Code. That Ordinance amended the existing Village Code chapter on towing of vehicles to add a new section making a vehicle used to commit the offense of aggravated fleeing and eluding a peace officer subject to seizure and impoundment, as authorized by Section 11-208.7 of the Illinois Vehicle Code (625 ILCS 5/11-208.7(b)(1)).

Due to the amount of vehicle pursuits experienced by the Maywood Police Department, the request was made to propose a revision to the ordinance to include an administrative penalty. As currently written, Section 99.26 does not prescribe an administrative penalty to be imposed for a violation, and owners of vehicles subject to impoundment under this section need only pay fees for the towing and storage of a vehicle. Unlike Section 99.26, other similar Village Code sections that involve the impoundment of vehicles specifically provide an administrative penalty amount. Section 99.18 (Prostitution and Related Offenses; Impoundment) has an administrative penalty of $1,000; Section 99.19 (Unlawful Drugs; Impoundment) has an administrative penalty of $1,500 for any substance excluding cannabis under the Illinois Controlled Substances Act (720 ILCS 570/100) and an administrative penalty of $500 for cannabis-related violations of the Cannabis Control Act (720 ILCS 550/); Section 99.20 (Sound Device Restriction Violations; Impoundment) has an administrative penalty of $500; Section 99.21 (Driving While Under the Influence; Impoundment) has an administrative penalty of $500; Section 99.22 (Driving on a Suspended or Revoked License; Impoundment) has an administrative penalty of $500; Section 99.23 (Driving Without Proof of Required Insurance) has an administrative penalty of $500; Section 99.24 (Driving Without a Valid License or Permit; Impoundment) has an administrative penalty of $500; and Section 99.25 (Weapons-Related Offenses; Impoundment) has an administrative penalty of $2,000.

The enclosed Ordinance proposes to amend the provisions of the existing section in the Village Code chapter on towing of vehicles regarding vehicles used in the offense of aggravated fleeing and eluding a peace officer subject to seizure and impoundment to also include an administrative penalty.

To the extent that the Village Board desires to make further amendments or refinements to the Code Amendment Ordinance, we will update the draft Ordinance.

If there are any questions, please contact me.

*Mike*

Enclosure
cc: James Krischke, Acting Village Manager (w/ encl.)
Gwaine Dianne Williams, Village Clerk (w/ encl.)
Theodore Yancy, Acting Police Chief (w/ encl.)
Michael A. Marrs, KTJ (w/ encl.)

**ORDINANCE NO. CO-2023-_____**

**AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 99 (TOWING OF VEHICLES), SECTION 99.26 (AGGRAVATED FLEEING AND ELUDING A PEACE OFFICER; IMPOUNDMENT) OF THE MAYWOOD VILLAGE CODE TO IMPOSE AN ADMINISTRATIVE PENALTY FOR VIOLATIONS**

**WHEREAS,** the Illinois Vehicle Code makes it a Class 4 felony to commit the offense of aggravated fleeing or attempting to elude a peace officer, which is defined as when any driver, after having been given a visual or audible signal by a peace officer directing such driver or operator to bring his vehicle to a stop, willfully fails or refuses to obey such direction, increases his speed, extinguishes his lights, or otherwise flees or attempts to elude the officer, and either: (1) drives at a rate of speed at least 21 miles per hour over the legal speed limit; (2) causes bodily injury to any individual; (3) causes damage in excess of $300 to property; (4) involves disobedience of two or more official traffic control devices; or (5) involves the concealing or altering of the vehicle's registration plate or digital registration plate. (625 ILCS 5/11-204.1(a)); and

**WHEREAS,** the Illinois Vehicle Code authorizes the towing and impoundment of a motor vehicle used in the commission of various offenses that would otherwise authorize the seizure and forfeiture of said vehicle pursuant to Section 36-1 of the Criminal Code of 2012 (625 ILCS 5/11-208.7(b)(1)); and

**WHEREAS,** the Illinois Vehicle Code authorizes the seizure and forfeiture of a vehicle used in the commission of the offense of aggravated fleeing and eluding of a peace officer (720 ILCS 5/36-1(a)(5)); and

**WHEREAS**, on March 16, 2021, the President and Board of Trustees of the Village of Maywood ("Village") approved Ordinance No. CO-2021-05, amending the Village Code to include the offense of Aggravated Fleeing and Eluding a Peace Officer as one of the offenses subject to vehicle towing and impoundment; and

**WHEREAS,** the Maywood Police Department has experienced an increase in vehicles being towed and impounded that were used to commit the offense of aggravated fleeing or attempting to elude a peace office; and

**WHEREAS,** the Maywood Police Department has requested certain amendments to Title IX (General Regulations), Chapter 99 (Towing of Vehicles), Section 99.26 (Aggravated Fleeing and Eluding a Peace Officer; Impoundment) in order to impose an administrative penalty upon owners of record of vehicles in violation of this division (the "Code Amendments"); and

**WHEREAS,** the President and Board of Trustees of the Village of Maywood desire to make the Code Amendments, as set forth below; and

**WHEREAS**, pursuant to the home rule powers and statutory authority set forth in applicable provisions of the Illinois Compiled Statutes, including Section 36-1 of the Criminal Code of 2012, Sections 11-204.1 and 11-208.7 of the Illinois Vehicle Code and Article VII (Local Government), Section 6 (Powers of Home Rule Units) of the 1970 Constitution of the State of Illinois, the President and Board of Trustees

of the Village find that it is in the best interests of the health, welfare and safety of the Village, its residents, property owners, business owners and the public to approve the Code Amendments as set forth below in this Ordinance.

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

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

**SECTION 2: Code Amendments.** Section 99.26 (Aggravated Fleeing and Eluding a Peace Officer; Impoundment) of Chapter 99 (Towing of Vehicles) of Title IX (General Regulations) of the Maywood Village Code is amended to read, in its entirety, as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

**"99.26 AGGRAVATED FLEEING AND ELUDING A PEACE OFFICER; IMPOUNDMENT.**

(A) A motor vehicle used to commit the offense of aggravated fleeing or attempting to elude a peace officer is subject to seizure and impoundment. The offense of aggravated fleeing or attempting to elude a peace officer is committed by any driver or operator of a motor vehicle who, having been given a visual or audible signal by a peace officer directing such driver or operator to bring his vehicle to a stop, willfully fails or refuses to obey such direction, increases his speed, extinguishes his lights, or otherwise flees or attempts to elude the officer, and either: (1) drives at a rate of speed at least 21 miles per hour over the legal speed limit; (2) causes bodily injury to any individual; (3) causes damage in excess of $300 to property; (4) involves disobedience of two or more official traffic control devices; or (5) involves the concealing or altering of the vehicle's registration plate or digital registration plate. The signal given by the peace officer may be by hand, voice, siren, or red or blue light; provided that the officer giving such signal shall be in police uniform, and, if driving a vehicle, such vehicle shall display illuminated oscillating, rotating or flashing red or blue lights which, when used in conjunction with an audible horn or siren, would indicate the vehicle to be an official police vehicle. Such requirement shall not preclude the use of amber or white oscillating, rotating or flashing lights in conjunction with red or blue oscillating, rotating or flashing lights as required in Section 12-215 of Chapter 12 of the Illinois Vehicle Code (625 ILCS 5/12-215). The owner of record of any vehicle subject to seizure and impoundment under this division shall be liable to the Village for an administrative penalty in the amount of $1,000 plus any applicable fees for the towing and storage of the vehicle.

(B) Whenever a peace officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the peace officer shall provide for the towing of the vehicle to a facility controlled by the Village or its agents. When the vehicle is towed, the peace officer shall notify any person who is found to be in control of the vehicle at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the vehicle owner's right to request a hearing pursuant to § 39.14 of this Code.

(C) The provisions of § 39.14 shall apply whenever any motor vehicle is seized and impounded pursuant to this section."

**SECTION 3: Codifier to Make All Necessary Internal Amendments.** To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections that need to be amended or deleted within the Maywood Code of Ordinances, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

**SECTION 4: Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation.** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

**SECTION 5: 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 16th day of May, 2023 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 16th day of May, 2023.

_____
Nathaniel George Booker, Village President

**ATTEST:**

_____
Gwaine Dianne Williams, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of May, 2023.

_____
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-2023-_____**

**AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 99 (TOWING OF VEHICLES), SECTION 99.26 (AGGRAVATED FLEEING AND ELUDING A PEACE OFFICER; IMPOUNDMENT) OF THE MAYWOOD VILLAGE CODE TO IMPOSE AN ADMINISTRATIVE PENALTY FOR VIOLATIONS**

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 16th day of May, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of May, 2023.

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 16th day of May, 2023.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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

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

# MEMORANDUM

**TO:** **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
**FROM:** **Michael A. Marrs**
**DATE:** **June 14, 2023**
**RE:** **First Amendment and Satisfaction of Redevelopment Agreement between the Village of Maywood and 1900 Maywood LLC (Developer) and BP Pecos, LLC (Owner) for the Sale and Redevelopment of the 1000 South 19th Avenue Property**

---

I have enclosed the following documents for review, consideration and action at the June 20, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

1. A RESOLUTION APPROVING A FIRST AMENDMENT AND SATISFACTION OF THE REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC (DEVELOPER) AND BP PECOS LLC (OWNER) FOR THE SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1000 SOUTH 19th AVENUE.
2. FIRST AMENDMENT AND SATISFACTION OF THE REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC (DEVELOPER) AND BP PECOS LLC (OWNER)

On May 24, 2022 (the "Closing Date"), the Village of Maywood ("Village"), pursuant to the Redevelopment Agreement dated April 5, 2022 (the "Redevelopment Agreement"), sold real property commonly known as 1000 South 19th Avenue, Maywood, Illinois (PINs: 15-15-100-027-0000 and 15-15-100-028-0000) (the "Subject Property") pursuant to the Village's Tax Reactivation Program. The Developer who purchased the Subject Property, 1900 Maywood LLC, proposed to redevelop the Subject Property as a secured and landscaped parking lot, and related drainage improvements, to serve as overflow parking for delivery vans and other vehicles for a 79,000 square foot warehousing and distribution center user to be located on the adjacent southwest corner, and to provide a location for gateway signage for the Maywood 17th Avenue Business District (collectively, the "Project"). The Developer has since sold the Subject to BP PECOS LLC who will own the Property going forward after completion of the Development.

Except for the installation of the Village gateway sign on the Village sign easement or in adjacent Village right-of-way, the Project is now complete. The Village is still working on its gateway signage plan but the Developer would like to close out the Project. The enclosed First Amendment to the Redevelopment Agreement provides for the Developer to pay $33,000.00 to the Village to purchase and arrange for the installation of the gateway sign, which will close out the Developer's obligations under the Redevelopment Agreement for the Project. This option is recommended by Angela Smith, Director of the Community Development Department.

WHEN RECORDED RETURN BY
MAIL TO:
Kyle R. Hauberg, Esq.
Dykema
39477 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48306
khauberg@dykema.com

THIS DOCUMENT PREPARED BY:
Kyle R. Hauberg, Esq.
Dykema
39477 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48306
khauberg@dykema.com

PINS:

15-15-100-027-0000 and
15-15-100-028-0000

**FIRST AMENDMENT AND SATISFACTION OF REDEVELOPMENT AGREEMENT FOR 1000 SOUTH 19TH AVENUE BETWEEN THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC (DEVELOPER) AND BP PECOS, LLC (OWNER)**

This First Amendment and Satisfaction of Redevelopment Amendment ("**Amendment**") is entered into by and between **VILLAGE OF MAYWOOD**, an Illinois municipal corporation ("**Village**"), **1900 MAYWOOD LLC**, an Illinois limited liability company ("**Developer**"), and **BP PECOS, LLC**, a Delaware limited liability company ("**Owner**"). The Village, the Developer and the Owner are collectively referred to below as the Parties.

RECITALS

A. The Village and the Developer entered into that certain Redevelopment Agreement dated April 5, 2022, and recorded June 7, 2022, as Document No. 2215819037 (the "**Redevelopment Agreement**"), which encumbers the parking lot located at 1000 South 19th Avenue Maywood, Illinois 60153, and legally described on **Exhibit "A"** attached hereto (the "**Property**").

B. The Developer subsequently conveyed the Property to the Owner.

C. The Developer has completed all the Development Requirements (as defined in the Redevelopment Agreement), except for the acquisition and installation of a new gateway sign for the

Village at the Property within a designated sign easement or in the adjacent right of way (the "**Gateway Sign**").

D. The Village, the Developer and the Owner desire to enter into this Amendment to provide for (i) the Developer to make a cash payment to the Village to allow the Village to complete the acquisition and installation of the Gateway Sign, and (ii) the Village to confirm the satisfaction of the Development Requirements.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth in this Amendment, and for other good, lawful and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. **Definitions; Recitals**. Any capitalized terms used and not otherwise defined herein shall have the meaning given to such terms in the Redevelopment Agreement. The above recitals are true and correct and are hereby incorporated into this Amendment as if set forth herein at length.

2. **Gateway Signage**. In lieu of completing the acquisition and installation of the Gateway Sign, the Village has agreed to accept, and the Developer has agreed to pay, a cash payment in the amount of $33,000.00 (the "**Signage Payment**"). The Signage Payment has been made prior to, and as a condition of, the Village's execution of this Amendment.

3. **Satisfaction of Development Requirements**. The Village acknowledges and agrees that all the Development Requirements have been completed or waived to the satisfaction of Village. As a result, the Village also acknowledges and agrees that upon payment to the Village and execution of this Agreement by the Village, the Developer has fully complied with the requirements and obligations of the Developer under the Redevelopment Agreement.

4. **Successors and Assigns**. This Amendment shall bind and inure to the benefit of the Parties hereof and to their respective successors and assigns.

5. **Counterparts**. This Amendment may be executed in any number of counterparts and by facsimile signature, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Amendment, the Parties may execute this Amendment electronically (e.g., by "DocuSign" or similar technology) and exchange electronic counterparts of the signature pages and such electronic counterparts shall serve as originals.

6. **Entire Amendment**. This Amendment contains the entire agreement between the Parties with respect to the subject matter herein contained and all preliminary negotiations with respect to the subject matter herein contained are merged into and incorporated in this Amendment and all prior documents and correspondence between the Parties with respect to the subject matter herein contained are superseded and of no further force or effect, other than the Redevelopment Agreement.

7. **Ratification of Redevelopment Agreement**. The Parties acknowledge and agree that except as expressly modified by this Amendment, the Redevelopment Agreement remains in full force and effect and is ratified in all respects. In the event of any conflict or inconsistency between the terms

and condition of this Amendment and the terms and conditions of the Redevelopment Agreement, the terms and conditions of this Amendment shall control and govern.

8. **Authority.** The Parties each represent and warrant that all necessary corporate action to approve this Amendment has been properly taken and the person executing this Amendment on its behalf has the full right, power and authority to enter into this Amendment.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed this First Amendment and Satisfaction of Redevelopment Amendment this ___ day of June, 2023.

**VILLAGE:**

**VILLAGE OF MAYWOOD:**

By:_____
Name: Nathaniel George Booker
Its: Village President

**ATTEST:**

By:_____
Name: Tori Garron
Its: Village Clerk

VILLAGE ACKNOWLEDGEMENT

STATE OF ILLINOIS :
: SS
COUNTY OF COOK :

On this, the _____ day of _____, 2023, the undersigned officer, known as Nathaniel George Booker, personally appeared before me and acknowledged himself to be the Village President of the Village of Maywood, an Illinois municipal corporation, and that he, as Village President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said municipal corporation.

_____
Notary Public
My Commission Expires _____

**DEVELOPER:**

**1900 MAYWOOD LLC**

By:_____
Name: Matthew J. Stauber
Its: Manager

1900 MAYWOOD LLC ACKNOWLEDGEMENT

STATE OF ILLINOIS :
: SS
COUNTY OF COOK :

On this, the _____ day of _____, 2023, before me, a Notary Public, the undersigned officer, personally appeared Matthew J. Stauber, who acknowledged himself to be the Manager of 1900 Maywood LLC, an Illinois limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said company.

_____
Notary Public
My Commission Expires _____

**OWNER:**

**BP PECOS, LLC**

By:_____
Name: _____
Its: _____

BP PECOS LLC ACKNOWLEDGEMENT

STATE OF _____ :
: SS
COUNTY OF _____ :

On this, the _____ day of _____, 2023, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of BP Pecos, LLC, a Delaware limited liability company, and that he, as _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said company.

_____
Notary Public
My Commission Expires _____

## EXHIBIT A

## LEGAL DESCRIPTION

Lots 1 and 2 of the Gene Hogsett Subdivision being a Subdivision of part of the Northeast Quarter of the Northwest 1/4 of Section 15, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 1000 South 19th Avenue Maywood, IL 60153

PIN(S): 15-15-100-028-0000 and 15-15-100-027-000

**RESOLUTION NO. R-2023 -____**

**A RESOLUTION APPROVING A FIRST AMENDMENT AND SATISFACTION OF THE REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC (DEVELOPER) AND BP PECOS, LLC (OWNER) FOR THE SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1000 SOUTH 19th AVENUE**

**WHEREAS**, on May 24, 2022, the Village of Maywood (the "Village"), pursuant to the Redevelopment Agreement dated April 5, 2022 (the "Redevelopment Agreement"), sold real property commonly known as 1000 South 19th Avenue, Maywood, Illinois (PINs: 15-15-100-027-0000 and 15-15-100-028-0000) (the "Subject Property") to 1900 Maywood LLC ("Developer") for redevelopment as a secured and landscaped parking lot, and related drainage improvements, to serve as overflow parking for delivery vans and other vehicles for a 79,000 square foot warehousing and distribution center user to be located on the adjacent southwest corner, and to provide a location for gateway signage for the Maywood 17th Avenue Business District (the "Project"); and

**WHEREAS**, the Redevelopment Agreement set the date for completion of construction of the Project as twelve (12) months after the May 24, 2022 closing (May 24, 2023). At this time, the Developer has completed all the Development Requirements (as defined in the Redevelopment Agreement), except for the acquisition and installation of a new gateway sign for the Village at the Property within a designated sign easement or in the adjacent right of way (the "**Gateway Sign**"); and

WHEREAS, the Village, the Developer and the new Owner of the Subject property desire to enter into a First Amendment and Satisfaction of Redevelopment Agreement for 1000 S. 19th Avenue between the Village of Maywood and 1900 Maywood LLC (Developer) and BP Pecos, LLC (Owner) (the "First Amendment") to provide for (i) the Developer to make a cash payment to the Village to allow the Village to complete the acquisition and installation of the Gateway Sign, and (ii) the Village to confirm the satisfaction of the Development Requirements. A copy of the First Amendment is attached hereto **Exhibit "A"** and made a part hereof; and; and

**WHEREAS,** the Village is authorized under its home rule powers set forth at Article VII (Local Government), Section 6 (Powers of Home Rule Units) of the Illinois Constitution of 1970, and the Tax Reactivation Program of the Maywood Village Code, to enter into the attached First Amendment to the Redevelopment agreement, and finds such amendment to be in the best interests of the Village.

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

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

**SECTION 2: Approval and Execution of the First Amendment.** The Village President and Board of Trustees authorize and approve the execution of the attached First Amendment to the Redevelopment Agreement. The Village President, the Village Clerk and/or the Village Manager, or their designees, are authorized to execute the final version of the First Amendment To The Redevelopment Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and are further authorized to take such actions as they deem

necessary in order to finalize the construction of the Village's sign easement on the Subject Property or in the adjacent right of way and final completion and approval of the construction of the Project.

**SECTION 3: Delivery of Signed Documents.** The President and Board of Trustees of the Village direct the Village Clerk's Office to forward certified copy of this Resolution to the Developer for record retention purposes.

**SECTION 4: Effective Date.** This Resolution shall be effective from and after its passage and approval as provided by law.

**ADOPTED** this 20th day of June, 2023, pursuant to a roll call vote as follows:

**AYES:** _____

**NAYS:** _____

**ABSENT:** _____

**APPROVED** this 20th day of June, 2023 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:**

_____
Tori Garron, Village Clerk

**Exhibit A**

**FIRST AMENDMENT AND SATISFACTION**
**OF REDEVELOPMENT AGREEMENT FOR 1000 SOUTH 19TH AVENUE**
**BETWEEN THE VILLAGE OF MAYWOOD AND**
**1900 MAYWOOD LLC (DEVELOPER) AND BP PECOS, LLC (OWNER)**

(attached)

**STATE OF ILLINOIS )**
**) SS**
**COUNTY OF COOK )**

**CLERK'S CERTIFICATE**

I, Tori Garron, 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-2023 -____**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC FOR THE SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1000 SOUTH 19th 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 20th day of June, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 20th day of June, 2023.

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 June, 2023.

_____
Tori Garron, Village Clerk

[SEAL]

WHEN RECORDED RETURN BY
MAIL TO:
Kyle R. Hauberg, Esq.
Dykema
39477 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48306
khauberg@dykema.com

THIS DOCUMENT PREPARED BY:
Kyle R. Hauberg, Esq.
Dykema
39477 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48306
khauberg@dykema.com

PINS:

15-15-100-027-0000 and
15-15-100-028-0000

**FIRST AMENDMENT AND SATISFACTION OF REDEVELOPMENT AGREEMENT FOR 1000 SOUTH 19TH AVENUE BETWEEN THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC (DEVELOPER) AND BP PECOS, LLC (OWNER)**

This First Amendment and Satisfaction of Redevelopment Amendment ("**Amendment**") is entered into by and between **VILLAGE OF MAYWOOD**, an Illinois municipal corporation ("**Village**"), **1900 MAYWOOD LLC**, an Illinois limited liability company ("**Developer**"), and **BP PECOS, LLC**, a Delaware limited liability company ("**Owner**"). The Village, the Developer and the Owner are collectively referred to below as the Parties.

RECITALS

A. The Village and the Developer entered into that certain Redevelopment Agreement dated April 5, 2022, and recorded June 7, 2022, as Document No. 2215819037 (the "**Redevelopment Agreement**"), which encumbers the parking lot located at 1000 South 19th Avenue Maywood, Illinois 60153, and legally described on **Exhibit "A"** attached hereto (the "**Property**").

B. The Developer subsequently conveyed the Property to the Owner.

C. The Developer has completed all the Development Requirements (as defined in the Redevelopment Agreement), except for the acquisition and installation of a new gateway sign for the

Village at the Property within a designated sign easement or in the adjacent right of way (the "**Gateway Sign**").

D. The Village, the Developer and the Owner desire to enter into this Amendment to provide for (i) the Developer to make a cash payment to the Village to allow the Village to complete the acquisition and installation of the Gateway Sign, and (ii) the Village to confirm the satisfaction of the Development Requirements.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth in this Amendment, and for other good, lawful and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. **Definitions; Recitals**. Any capitalized terms used and not otherwise defined herein shall have the meaning given to such terms in the Redevelopment Agreement. The above recitals are true and correct and are hereby incorporated into this Amendment as if set forth herein at length.

2. **Gateway Signage**. In lieu of completing the acquisition and installation of the Gateway Sign, the Village has agreed to accept, and the Developer has agreed to pay, a cash payment in the amount of $33,000.00 (the "**Signage Payment**"). The Signage Payment has been made prior to, and as a condition of, the Village's execution of this Amendment.

3. **Satisfaction of Development Requirements**. The Village acknowledges and agrees that all the Development Requirements have been completed or waived to the satisfaction of Village. As a result, the Village also acknowledges and agrees that upon payment to the Village and execution of this Agreement by the Village, the Developer has fully complied with the requirements and obligations of the Developer under the Redevelopment Agreement.

4. **Successors and Assigns**. This Amendment shall bind and inure to the benefit of the Parties hereof and to their respective successors and assigns.

5. **Counterparts**. This Amendment may be executed in any number of counterparts and by facsimile signature, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Amendment, the Parties may execute this Amendment electronically (e.g., by "DocuSign" or similar technology) and exchange electronic counterparts of the signature pages and such electronic counterparts shall serve as originals.

6. **Entire Amendment**. This Amendment contains the entire agreement between the Parties with respect to the subject matter herein contained and all preliminary negotiations with respect to the subject matter herein contained are merged into and incorporated in this Amendment and all prior documents and correspondence between the Parties with respect to the subject matter herein contained are superseded and of no further force or effect, other than the Redevelopment Agreement.

7. **Ratification of Redevelopment Agreement**. The Parties acknowledge and agree that except as expressly modified by this Amendment, the Redevelopment Agreement remains in full force and effect and is ratified in all respects. In the event of any conflict or inconsistency between the terms

and condition of this Amendment and the terms and conditions of the Redevelopment Agreement, the terms and conditions of this Amendment shall control and govern.

8. **Authority.** The Parties each represent and warrant that all necessary corporate action to approve this Amendment has been properly taken and the person executing this Amendment on its behalf has the full right, power and authority to enter into this Amendment.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed this First Amendment and Satisfaction of Redevelopment Amendment this ___ day of June, 2023.

**VILLAGE:**

**VILLAGE OF MAYWOOD**:

By:_____
Name: Nathaniel George Booker
Its: Village President

**ATTEST:**

By:_____
Name: Tori Garron
Its: Village Clerk

VILLAGE ACKNOWLEDGEMENT

STATE OF ILLINOIS :
: SS
COUNTY OF COOK :

On this, the _____ day of _____, 2023, the undersigned officer, known as Nathaniel George Booker, personally appeared before me and acknowledged himself to be the Village President of the Village of Maywood, an Illinois municipal corporation, and that he, as Village President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said municipal corporation.

_____
Notary Public
My Commission Expires _____

**DEVELOPER:**

**1900 MAYWOOD LLC**

By:_____
Name: Matthew J. Stauber
Its: Manager

1900 MAYWOOD LLC ACKNOWLEDGEMENT

STATE OF ILLINOIS :
: SS
COUNTY OF COOK :

On this, the _____ day of _____, 2023, before me, a Notary Public, the undersigned officer, personally appeared Matthew J. Stauber, who acknowledged himself to be the Manager of 1900 Maywood LLC, an Illinois limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said company.

_____
Notary Public
My Commission Expires _____

**OWNER:**

**BP PECOS, LLC**

By:_____
Name: _____
Its: _____

BP PECOS LLC ACKNOWLEDGEMENT

STATE OF _____ :
: SS
COUNTY OF _____ :

On this, the _____ day of _____, 2023, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of BP Pecos, LLC, a Delaware limited liability company, and that he, as _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said company.

_____
Notary Public
My Commission Expires _____

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 and 2 of the Gene Hogsett Subdivision being a Subdivision of part of the Northeast Quarter of the Northwest 1/4 of Section 15, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 1000 South 19th Avenue Maywood, IL 60153

PIN(S): 15-15-100-028-0000 and 15-15-100-027-000

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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

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

# M E M O R A N D U M

**TO:** **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
**FROM:** **Michael A. Marrs**
**DATE:** **June 14, 2023**
**RE:** **First Amendment and Satisfaction of Redevelopment Agreement between the Village of Maywood and 1900 Maywood LLC (Developer) and BP Pecos, LLC (Owner) for the Sale and Redevelopment of the 1000 South 19th Avenue Property**

---

I have enclosed the following documents for review, consideration and action at the June 20, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

1. A RESOLUTION APPROVING A FIRST AMENDMENT AND SATISFACTION OF THE REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC (DEVELOPER) AND BP PECOS LLC (OWNER) FOR THE SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1000 SOUTH 19th AVENUE.
2. FIRST AMENDMENT AND SATISFACTION OF THE REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC (DEVELOPER) AND BP PECOS LLC (OWNER)

On May 24, 2022 (the "Closing Date"), the Village of Maywood ("Village"), pursuant to the Redevelopment Agreement dated April 5, 2022 (the "Redevelopment Agreement"), sold real property commonly known as 1000 South 19th Avenue, Maywood, Illinois (PINs: 15-15-100-027-0000 and 15-15-100-028-0000) (the "Subject Property") pursuant to the Village's Tax Reactivation Program. The Developer who purchased the Subject Property, 1900 Maywood LLC, proposed to redevelop the Subject Property as a secured and landscaped parking lot, and related drainage improvements, to serve as overflow parking for delivery vans and other vehicles for a 79,000 square foot warehousing and distribution center user to be located on the adjacent southwest corner, and to provide a location for gateway signage for the Maywood 17th Avenue Business District (collectively, the "Project"). The Developer has since sold the Subject to BP PECOS LLC who will own the Property going forward after completion of the Development.

Except for the installation of the Village gateway sign on the Village sign easement or in adjacent Village right-of-way, the Project is now complete. The Village is still working on its gateway signage plan but the Developer would like to close out the Project. The enclosed First Amendment to the Redevelopment Agreement provides for the Developer to pay $33,000.00 to the Village to purchase and arrange for the installation of the gateway sign, which will close out the Developer's obligations under the Redevelopment Agreement for the Project. This option is recommended by Angela Smith, Director of the Community Development Department.

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

*Michael*

Enclosures

cc. Tori Garron, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Angela Smith, Director of Community Development Department (w/ encls.)
Walter Duncan, Director of Building & Code (w/ encls.)
Michele Kitch, Business Attraction & Retention Coordinator, CD Department (w/ encls.)
Michael T. Jurusik, Village Attorney (w/ encls.)

**RESOLUTION NO. R-2023 -____**

**A RESOLUTION APPROVING A FIRST AMENDMENT AND SATISFACTION OF THE REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC (DEVELOPER) AND BP PECOS, LLC (OWNER) FOR THE SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1000 SOUTH 19th AVENUE**

**WHEREAS**, on May 24, 2022, the Village of Maywood (the "Village"), pursuant to the Redevelopment Agreement dated April 5, 2022 (the "Redevelopment Agreement"), sold real property commonly known as 1000 South 19th Avenue, Maywood, Illinois (PINs: 15-15-100-027-0000 and 15-15-100-028-0000) (the "Subject Property") to 1900 Maywood LLC ("Developer") for redevelopment as a secured and landscaped parking lot, and related drainage improvements, to serve as overflow parking for delivery vans and other vehicles for a 79,000 square foot warehousing and distribution center user to be located on the adjacent southwest corner, and to provide a location for gateway signage for the Maywood 17th Avenue Business District (the "Project"); and

**WHEREAS**, the Redevelopment Agreement set the date for completion of construction of the Project as twelve (12) months after the May 24, 2022 closing (May 24, 2023). At this time, the Developer has completed all the Development Requirements (as defined in the Redevelopment Agreement), except for the acquisition and installation of a new gateway sign for the Village at the Property within a designated sign easement or in the adjacent right of way (the "**Gateway Sign**"); and

WHEREAS, the Village, the Developer and the new Owner of the Subject property desire to enter into a First Amendment and Satisfaction of Redevelopment Agreement for 1000 S. 19th Avenue between the Village of Maywood and 1900 Maywood LLC (Developer) and BP Pecos, LLC (Owner) (the "First Amendment") to provide for (i) the Developer to make a cash payment to the Village to allow the Village to complete the acquisition and installation of the Gateway Sign, and (ii) the Village to confirm the satisfaction of the Development Requirements. A copy of the First Amendment is attached hereto **Exhibit "A"** and made a part hereof; and; and

**WHEREAS,** the Village is authorized under its home rule powers set forth at Article VII (Local Government), Section 6 (Powers of Home Rule Units) of the Illinois Constitution of 1970, and the Tax Reactivation Program of the Maywood Village Code, to enter into the attached First Amendment to the Redevelopment agreement, and finds such amendment to be in the best interests of the Village.

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

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

**SECTION 2: Approval and Execution of the First Amendment.** The Village President and Board of Trustees authorize and approve the execution of the attached First Amendment to the Redevelopment Agreement. The Village President, the Village Clerk and/or the Village Manager, or their designees, are authorized to execute the final version of the First Amendment To The Redevelopment Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and are further authorized to take such actions as they deem

necessary in order to finalize the construction of the Village's sign easement on the Subject Property or in the adjacent right of way and final completion and approval of the construction of the Project.

**SECTION 3: Delivery of Signed Documents.** The President and Board of Trustees of the Village direct the Village Clerk's Office to forward certified copy of this Resolution to the Developer for record retention purposes.

**SECTION 4: Effective Date.** This Resolution shall be effective from and after its passage and approval as provided by law.

**ADOPTED** this 20th day of June, 2023, pursuant to a roll call vote as follows:

**AYES:** _____

**NAYS:** _____

**ABSENT:** _____

**APPROVED** this 20th day of June, 2023 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:**

_____
Tori Garron, Village Clerk

**Exhibit A**

**FIRST AMENDMENT AND SATISFACTION**
**OF REDEVELOPMENT AGREEMENT FOR 1000 SOUTH 19TH AVENUE**
**BETWEEN THE VILLAGE OF MAYWOOD AND**
**1900 MAYWOOD LLC (DEVELOPER) AND BP PECOS, LLC (OWNER)**

(attached)

**STATE OF ILLINOIS )**
**) SS**
**COUNTY OF COOK )**

**CLERK'S CERTIFICATE**

I, Tori Garron, 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-2023 -____**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND 1900 MAYWOOD LLC FOR THE SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1000 SOUTH 19th 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 20th day of June, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 20th day of June, 2023.

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 June, 2023.

_____
Tori Garron, Village Clerk

[SEAL]

# REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into effective as of the _____ day of June, 2023, (the "Effective Date"), by and between Neville Reid, not individually but solely in his capacity as the bankruptcy trustee for LLC 1 07CH12487 (as the context dictates, "Trustee" or "Seller") and the Village of Maywood, an Illinois municipal corporation (the "Buyer").

**W I T N E S S E T H:**

**WHEREAS**, Seller is the owner of that certain tract of land located at 315 West Roosevelt Road, Maywood, Illinois, Permanent Index No. 15-14-329-026-0000, together with any improvements thereon as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, on the terms and conditions set forth hereinafter, but subject to the approval of the United States Bankruptcy Court (the "Court") presiding over the chapter 7 bankruptcy case of *In re* LLC 1 07CH12487, pending in the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court") as case number 13-49315 (the "Bankruptcy Case" and the bankruptcy estate of the debtor LLC 07CH12487 therein, the "Bankruptcy Estate" or the "Estate").

**NOW THEREFORE**, in consideration of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **SALE OF THE PROPERTY**. Subject to the terms hereof, Seller agrees to bargain, convey, deliver, grant, and sell the Property to Buyer on the Closing Date (as such term is defined in Section 5(a) hereof), and Buyer agrees to purchase and accept the Property from Seller, for the price and on the terms and conditions set forth herein.

2. **PURCHASE PRICE; PAYMENT OF PURCHASE PRICE**.

(a) Purchase Price. The total purchase price for the Property is Three Hundred Sixty Thousand and 00/100 Dollars ($360,000.00) (the "Purchase Price") payable by Buyer to Seller in accordance with Section 2(b) hereof.

(b) Payment of Purchase Price. The Purchase Price shall be paid in the following manner:

(i) Within five (5) business days following the Effective Date, Buyer shall deliver to ATG Title (interchangeably, the "Title Company" and "Escrow Agent", as the context dictates), an earnest money deposit in the amount of Twenty Thousand and 00/100 Dollars ($20,000.00) (the "Deposit") which shall be payable by wire transfer of immediately available United States dollars. The Deposit shall be deposited with Escrow Agent to be held in escrow pending Closing or other disbursement in accordance with the terms of this Agreement.

(ii) On the Closing Date (as hereinafter defined), and subject to the terms of this Agreement, Buyer shall pay to Seller the balance of the Purchase Price (the "Purchase Price Balance") by wire transfer of immediately available United States dollars as directed by Seller. The Deposit shall be applied to the Purchase Price at Closing.

3. **DUE DILIGENCE.**

Prior to executing this Agreement, Buyer acknowledges and agrees it has been provided sufficient opportunity to inspect the Property and satisfy itself with respect to the condition thereof. As set forth more fully below, Buyer agrees to purchase the Property "AS IS, WHERE IS, WITH ALL FAULTS" and nothing in this Agreement shall be construed as to afford Buyer the right to terminate this Agreement arising out of or based upon the results of any inspection of the Property following the execution of this Agreement.

4. **SURVEY AND TITLE.**

(a) Survey. Seller is not required to provide a survey to Buyer, and Buyer is not requiring a survey of the Property (a "Survey") as a condition of closing on its purchase of the Property. In the event that Buyer desires to acquire a Survey, Buyer may elect to do so at its sole cost and expense.

(b) Title. Within five (5) calendar days of the Effective Date, Seller shall order a title commitment for the Property for issuance of an owner's title insurance policy issued by the Title Company (the "Title Commitment"). Prior to Closing, Buyer shall independently address any title matters with the Title Company which Buyer desires to be removed from its owner's policy, as well as to obtain, at its sole cost, any desired endorsements to the Title Commitment; provided, however, that, Buyer acknowledges and agrees the that Buyer is not afforded a title and survey objection right under this Agreement, and in furtherance of the foregoing, Buyer agrees to accept title to the Property subject to (i) any and all unpaid real estate taxes payable on or with respect to the Property and all liens on the Property securing any and all such taxes, whenever arising or accrued (the "Unpaid and Delinquent Taxes"), and (ii) all other title and survey matters which would be (or are) revealed on a Title Commitment or Survey as exceptions, but excluding Unpermitted Exceptions (as herein defined). For purposes of this Agreement, "Unpermitted Exceptions" means any financing statements or monetary liens secured by mortgages or other similar instruments, but excluding, in all instances, any liens securing Unpaid and Delinquent Taxes.

5. **CLOSING**. Buyer and Seller agree that the Closing shall occur as follows:

(a) Place and Date of Closing. The consummation of the transactions contemplated under this Agreement (the "Closing") shall occur through an escrow at the Title Company within ten (10) calendar days after the Court enters the Sale Order (as defined in Section 15) or such other date as Seller and Buyer may agree in writing (the "Closing Date").

(b) Seller's Instruments. At the Closing, Seller (or Trustee in such capacity) shall deliver or cause to be delivered to Buyer and the Title Company the following items:

(i) A copy of the Final Order (as such term is defined in Section 15), which shall be in form reasonably satisfactory to the Buyer and Title Company.

(ii) A Trustee's deed in form acceptable to the Bankruptcy Court and the Title Company and the Trustee, duly executed by Trustee and acknowledged and in substantially the same form as set forth in Exhibit B attached hereto, conveying to Buyer fee simple title to the Property (the "Deed"), subject to all Unpaid and Delinquent Taxes and all other title and survey exceptions (other than Unpermitted Exceptions) and otherwise on a strictly "as is, where is" basis with no representations or warranties by Trustee of any type whatsoever, other than as expressly set forth herein.

(iii) a bill of sale duly executed by Trustee and in substantially the same form as set forth in Exhibit C attached hereto, conveying to Buyer all of Trustee's interest in and to the personal property located at the Property as of the date hereof to Buyer, if any, on a strictly "as is, where is" basis with no representations or warranties of any type by Trustee whatsoever, other than as expressly set forth herein.

(iv) the original executed and properly notarized Affidavit of Title, Warranty and Covenant, in a form satisfactory to the Trustee in his sole discretion;

(v) A non-foreign status affidavit executed by Trustee.

(vi) A closing statement duly executed by Trustee setting forth any adjustments required by this Agreement or otherwise agreed to by Buyer and Trustee.

(vii) A certificate containing the information necessary to complete a 1099-S Form.

(viii) Evidence of authority to execute the closing documents required of Seller hereunder and enter into this Agreement.

(c) Buyer's Instruments. At the Closing, Buyer shall deliver or cause to be delivered to Trustee or the Title Company the following items:

(i) The Purchase Price Balance.

(ii) A closing statement duly executed by Buyer setting forth any adjustments required by this Agreement or otherwise agreed to by Buyer and Seller.

(iii) Evidence of authority to enter into this Agreement and to execute the closing documents required of Buyer hereunder by the Title Company.

(d) Both parties agree to complete any and all documentation that is customary to close the sale of the Property as required by the Trustee or Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA statements and GAP Undertaking, such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property in the Buyer as of the

Closing Date, subject to all matters of title shown on the Title Commitment and Survey, if any, but excluding any Unpermitted Exceptions.

6. **CONDITION TO CLOSING**. Buyer's obligation to close on the transaction contemplated in this Agreement is subject to and contingent the following:

(a) The other party's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date;

(b) As of the Closing Date, the other party shall have performed its obligations hereunder in all material respects and all deliveries to be made at Closing by such other party have been tendered;

(c) As of the Closing Date, other than the Bankruptcy Case, there shall exist no pending action, suit or proceeding with respect to the other party filed by a third party unrelated to the parties to this Agreement before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated hereby;

(d) The Village of Maywood Board of Trustees shall have issued a written consent, or taken similar written action, approving this Agreement and the transactions contemplated hereby (the "Village Approval"); and

(e) The Bankruptcy Court has entered a final non-appealable Sale Order (as defined below) in a form acceptable to Buyer and the Trustee, approving the sale of the Property to Buyer, and the Sale Order remains in full force and effect, and has not been stayed, vacated, reversed, or modified.

7. **CLOSING COSTS**. Seller shall pay the following: (a) the cost of preparation of the Deed and the other documents to be delivered by Seller, (b) all documentary transfer taxes levied by state or local authorities in connection with the transfer of title, (c) its proportionate share of expenses to be prorated as set forth in this Agreement; and (d) any brokerage commission owed by Seller under this Agreement. Buyer shall pay the following: (i) the cost of preparation of the documents to be delivered by Buyer; (ii) the Deed recording fee, (iii) the costs of obtaining the base Title Commitment as well as desired endorsements to the Title Commitment, (iv) its proportionate share of the expenses to be prorated as set forth in this Agreement, and (v) any brokerage commission owed by Buyer under this Agreement. Escrow closing fees of the Escrow Agent will be equally shared between the Buyer and the seller. Except as otherwise provided herein, each party hereto agrees to bear its own expenses, including but not limited to, attorneys' and advisors' fees.

8. **ADJUSTMENTS AND PRORATIONS**. There will be no prorations for real estate taxes arising under this Agreement.

Notwithstanding the foregoing, final readings and final billings for utilities will be made as of the Closing Date, and all utilities consumed on the Property before the Closing Date shall be at Seller's sole cost and expense solely from the proceeds of sale of the Property at Closing; provided, that, to the extent that any utilities were prepaid prior to Closing and pertain to periods

following the Closing, such utility bills will be prorated between the parties. Seller will be entitled to all deposits presently in effect with the utility providers, and Buyer will be obligated to make its own arrangements for deposits with the utility providers. Trustee reserves the right to terminate this Agreement and not proceed with the Closing in the event he concludes in his sole discretion that payment of any final utility bill presented at Closing would materially decrease recoveries to creditors of the Estate.

9. **DELIVERY OF POSSESSION; CASUALTY.** If the Property or any part thereof is damaged by fire or other casualty prior to the Closing Date which would cost in excess of $150,000 to repair (as determined by an insurance adjuster selected by Seller's insurance provider), Buyer may terminate this Agreement by written notice to Trustee given on or before the earlier of (i) ten (10) days following such casualty or (ii) the Closing Date. In the event of such termination, this Agreement shall be of no further force and effect and, except for any obligations which expressly survive the termination of this Agreement, neither party shall thereafter have any further obligation under this Agreement, and Trustee shall direct the Escrow Agent to promptly return the Deposit to Buyer. If Buyer does not elect to terminate this Agreement or the cost of repair is determined by said adjuster to be less than $150,000, then the Closing shall take place as herein provided without abatement of the Purchase Price, and Trustee shall assign and transfer to Buyer on the Closing Date, without warranty or recourse, all of Trustee's right, title and interest to the balance of insurance proceeds paid or payable to Trustee on account of such fire or casualty remaining after reimbursement to Trustee for the total amount of all costs and expenses incurred by Trustee in connection therewith including but not limited to making emergency repairs, securing the Property and complying with applicable governmental requirements. Trustee shall pay to Buyer the amount of the deductible of any of Trustee's applicable insurance policies.

10. **CONDEMNATION**. If any material portion of the Property is taken in eminent domain proceedings prior to Closing, Buyer may terminate this Agreement by notice to Trustee given on or before the earlier of (i) twenty (20) days after such taking or (ii) the Closing Date, and, in the event of such termination, this Agreement shall be of no further force and effect and, except for any obligations which expressly survive the termination of this Agreement, neither party shall thereafter have any further obligation under this Agreement, and Trustee shall direct the Escrow Agent to promptly return the Deposit to Buyer. If Buyer does not so elect to terminate or if the taking is not material, then the Closing shall take place as herein provided without abatement of the Purchase Price, and Trustee shall deliver or assign to Buyer on the Closing Date, without warranty or recourse, all of Trustee's right, title and interest in and to all condemnation awards paid or payable to Trustee.

11. **DEFAULT; REMEDY.**

(a) (i) IN THE EVENT THAT TRUSTEE SHALL FAIL TO COMPLY WITH HIS EXPRESS OBLIGATIONS UNDER THIS AGREEMENT AFTER WRITTEN NOTICE FROM BUYER AND A FIVE (5) BUSINESS DAY PERIOD TO CURE, AND SUCH FAILURE IS NOT A RESULT OF BUYER'S DEFAULT OR A TERMINATION OF THIS AGREEMENT BY BUYER OR TRUSTEE PURSUANT TO A RIGHT TO DO SO UNDER THE PROVISIONS HEREOF, BUYER, IN THE CASE WHERE SUCH FAILURE IS BASED UPON AN INTENTIONAL BREACH BY TRUSTEE ("TRUSTEE'S DEFAULT"), SHALL ONLY BE ENTITLED TO, AT ITS ELECTION, EITHER: (A) THE REMEDY OF SPECIFIC

PERFORMANCE, OR (B) TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO TRUSTEE AND RECEIVE A REFUND OF THE DEPOSIT. IN NO EVENT SHALL TRUSTEE BE LIABLE TO BUYER FOR ANY PUNITIVE, SPECULATIVE, CONSEQUENTIAL OR OTHER DAMAGES. IN THE CASE WHERE SUCH FAILURE IS BASED UPON AN UNINTENTIONAL BREACH BY TRUSTEE, BUYER, AS ITS SOLE AND EXCLUSIVE REMEDY, MAY TERMINATE THIS AGREEMENT AND RECEIVE A REFUND OF THE DEPOSIT. EXCEPT IN CONNECTION WITH THE REMEDY OF SPECIFIC PERFORMANCE, BUYER SHALL NOT BE ENTITLED TO RECORD A LIS PENDENS OR NOTICE OF PENDENCY OF ACTION AGAINST THE PROPERTY FOR ANY REASON WHATSOEVER.

(ii) BUYER SHALL (A) NOTIFY TRUSTEE OF ITS ELECTION TO SEEK THE REMEDY OF SPECIFIC PERFORMANCE ON OR BEFORE THE DATE WHICH IS THIRTY (30) DAYS AFTER THE DATE OF TRUSTEE'S DEFAULT AND (B) INSTITUTE PROCEEDINGS SEEKING SUCH REMEDY ON OR BEFORE THE DATE WHICH IS THIRTY (30) DAYS AFTER THE DATE OF BUYER'S NOTICE.

(iii) BUYER SHALL BE DEEMED TO HAVE WAIVED ITS ELECTION TO SEEK THE REMEDY OF SPECIFIC PERFORMANCE IF BUYER DOES NOT (x) NOTIFY TRUSTEE OF SUCH ELECTION AS PROVIDED IN SECTION 11(a)(ii)(A) HEREINABOVE, OR (y) INSTITUTE PROCEEDINGS, SEEKING SUCH REMEDY AS PROVIDED IN SECTION 11(a)(ii)(B) HEREINABOVE.

(iv) NOTWITHSTANDING ANYTHING IN THIS SECTION 11(a) TO THE CONTRARY, FAILURE OF A CONDITION PRECEDENT SHALL NOT BE A DEFAULT HEREUNDER OR ENTITLE BUYER TO ANY REMEDY, AND SHALL ONLY ENTITLE BUYER TO A REFUND OF THE DEPOSIT TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT.

(b) IN THE EVENT THAT BUYER SHOULD FAIL TO CONSUMMATE THIS AGREEMENT FOR ANY REASON AFTER WRITTEN NOTICE FROM TRUSTEE AND A FIVE (5) BUSINESS DAY PERIOD TO CURE, EXCEPT TRUSTEE'S DEFAULT OR THE TERMINATION OF THIS AGREEMENT BY BUYER OR TRUSTEE PURSUANT TO A RIGHT TO DO SO UNDER THE TERMS AND PROVISIONS HEREOF, THEN THE TRUSTEE, AS HIS SOLE AND EXCLUSIVE REMEDY, MAY ELECT TO EITHER (I) COMPEL BUYER TO PERFORM ITS OBLIGATIONS HEREUNDER (INCLUDING TO EFFECT THE CLOSING) PURSUANT TO AN ORDER FOR SPECIFIC PERFORMANCE OBTAINED BY THE TRUSTEE FROM THE COURT AGAINST THE BUYER, AND BUYER HEREBY IRREVOCABLY AGREES TO NOT CONTEST ANY SUCH ORDER AND ANY PLEADING REQUESTING SUCH ORDER UNLESS BUYER SHALL BE ABLE TO PROVE TO THE COURT BY CLEAR AND CONVINCING EVIDENCE THAT IT DOES NOT HAVE THE FINANCIAL WHEREWITHAL TO PURCHASE THE PROPERTY AND EFFECT THE CLOSING IN ACCORDANCE WITH THE TERMS HEREOF (THE "TRUSTEE SPECIFIC PERFORMANCE REMEDY"), OR (II) TERMINATE THIS AGREEMENT AND WAIVE SUCH SPECIFIC PERFORMANCE REMEDY BY NOTIFYING BUYER THEREOF AND RECEIVE OR RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES; PROVIDED HOWEVER, THAT, IN THE EVENT THE COURT DOES NOT ENTER THE ORDER

GRANTING THE TRUSTEE SPECIFIC PERFORMANCE REMEDY, TRUSTEE SHALL RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AND BUYER SHALL BE DEEMED TO HAVE IRREVOCABLY FORFEITED ANY AND ALL RIGHTS THERETO. THE PARTIES AGREE THAT, ABSENT THE TRUSTEE SPECIFIC PERFORMANCE REMEDY, TRUSTEE, THE BANKRUPTCY ESTATE AND THE ESTATE ASSETS WILL SUFFER DAMAGES IN THE EVENT OF BUYER'S DEFAULT ON ITS OBLIGATIONS. ALTHOUGH THE AMOUNT OF SUCH DAMAGES IS DIFFICULT OR IMPOSSIBLE TO DETERMINE, THE PARTIES AGREE THAT, ABSENT THE TRUSTEE SPECIFIC PERFORMANCE REMEDY, THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF TRUSTEE'S AND THE BANKRUPTCY ESTATE'S LOSS IN THE EVENT OF BUYER'S DEFAULT. THUS, IF TRUSTEE WAIVES HIS SPECIFIC PERFORMANCE REMEDY OR THE COURT DOES NOT ENTER AN ORDER GRANTING IT, TRUSTEE SHALL ACCEPT AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES BUT NOT AS A PENALTY, AND SUCH LIQUIDATED DAMAGES SHALL CONSTITUTE TRUSTEE'S SOLE AND EXCLUSIVE REMEDY AS AN ALTERNATIVE TO THE TRUSTEE SPECIFIC PERFORMANCE REMEDY. IN THE EVENT TRUSTEE WAIVES HIS SPECIFIC PERFORMANCE REMEDY AS SET FORTH HEREINABOVE (OR THE COURT DOES NOT ENTER AN ORDER GRANTING IT) AND IS ENTITLED TO THE DEPOSIT AS LIQUIDATED DAMAGES, BUYER AGREES TO TAKE ALL SUCH ACTIONS AND EXECUTE AND DELIVER ALL SUCH DOCUMENTS NECESSARY OR APPROPRIATE TO EFFECT SUCH PAYMENT. IN THE EVENT TRUSTEE SUCCESSFULLY BRINGS SUIT OR ACTION TO ENFORCE THE FOREGOING PROVISION, TRUSTEE SHALL BE ENTITLED TO RECOVER FROM BUYER HIS ACTUAL ATTORNEYS' FEES, COURT COSTS AND LITIGATION EXPENSES IN CONNECTION THEREWITH.

12. **REPRESENTATIONS AND WARRANTIES.**

(a) Trustee 's Representations. Trustee hereby represents to Buyer on the date hereof and the Closing Date as follows:

(i) Power. Trustee has full capacity, right, power and authority to enter into this Agreement and subject to satisfaction of the Court Approval Contingency (as hereinafter defined) and entry of the Final Order by the Court, to perform its obligations hereunder.

(ii) Leases. To the best of the actual knowledge of the Trustee, as of the date hereof, there are no leases encumbering the Property, and Trustee shall not enter into, nor permit the entering into of, any leases encumbering the Property prior to Closing.

(iii) Violations. To Trustee's actual knowledge, Trustee has received no written notices nor does Trustee have actual notice of any violation of any law, rule, regulation ordinance or other requirement related to the Property, from any governmental or regulatory authority.

(iv) Litigation. To Trustee's actual knowledge, there is no litigation, governmental or administrative proceedings or arbitration presently pending or threatened in writing with respect to the Property, except the Bankruptcy Case.

As used in this Section 12 and for all other purposes of this Agreement, the term "to Trustee's actual knowledge" or words of similar import (i) shall mean the actual knowledge of N. Neville Reid only and not of any other persons, (ii) shall mean the actual knowledge of N. Neville Reid, without any investigation or inquiry of any kind, and (iii) shall not mean that N. Neville Reid is charged with knowledge of the acts, omissions and/or knowledge of Trustee's agents or employees or any representatives on his behalf.

(b) Buyer's Representations. Buyer hereby represents to Trustee and Seller as follows:

(i) Power. Buyer has full capacity, right, power, ability, financial wherewithal and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer under this Agreement. Without limiting the generality of the foregoing and notwithstanding any other provision hereof to the contrary, Buyer specifically represents and warrants to Trustee that it has the financial wherewithal and other means to perform its obligations hereunder, including without limitation its obligation to pay the Purchase Price Balance on or before the Closing Date, irrespective of whether Buyer has or obtains any commitment from any entity to provide funds to Buyer on or after the Closing Date for any purpose or reason related to the Property or Buyer's acquisition thereof. Buyer acknowledges and agrees that Trustee is materially relying on this representation in entering into this Agreement.

(ii) Requisite Action. All requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein and the consummation of the transactions contemplated hereby. Other than the Village Approval, no consent of any partner, shareholder, member, creditor, investor, judicial or administrative body, authority or other party is required which has not been obtained to permit Buyer to enter into this Agreement and consummate the transaction contemplated hereby.

(iii) Authority. The individual executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

(iv) Validity. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

(v) Conflicts. Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor referenced herein conflict with or will result in the material breach of any terms, conditions or provisions of or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, lease or other agreements or instruments to which Buyer is a party.

(vi) Litigation. There is no action, suit or proceeding pending or threatened against Buyer in any court or by or before any other governmental agency or instrumentality which would materially and adversely affect the ability of Buyer to carry out the transactions contemplated by this Agreement.

13. **ESCROW AGENT**. The parties agree that Escrow Agent shall have no liability under this Agreement except to account for the Deposit as specified herein, except to the extent resulting from for Escrow Agent's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Escrow Agent shall not be liable for any loss or damage resulting from any of the following: any defects or conditions of title to the Property; the legal effect of any instrument exchanged by the parties hereto; any default, error, action or omission of any other party; any good faith act or forbearance by Escrow Agent; any loss or impairment of the funds deposited in escrow in the course of collection or while on deposit with a trust company, bank, savings bank, or savings association resulting from failure, insolvency, or suspension of such institution or while in transit by wire transfer or otherwise; or Escrow Agent complying with any legal process, writs, orders, judgments, and decrees of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside, or reversed. Upon disbursement of the Deposit, Escrow Agent shall be relieved of all further liability and responsibility in connection with the Agreement and the escrow. In the event any demand is made upon Escrow Agent concerning the Deposit, or at any time for any cause or for no cause, Escrow Agent, at its election and in its sole discretion, may cause the Deposit to be delivered to a court of competent jurisdiction to determine the rights of Seller and Buyer, or to interplead Seller and Buyer by an action brought in any such court. Deposit by Escrow Agent into such court of the Deposit shall relieve Escrow Agent of all further liability and responsibility in connection with this Agreement and the escrow.

14. **PROPERTY SOLD AS IS, WHERE IS, WITH NO WARRANTIES**

EXCEPT FOR THE REPRESENTATIONS OF TRUSTEE EXPRESSLY SET FORTH IN SECTION 12(a) OF THIS AGREEMENT, BUYER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH TRUSTEE THAT BUYER IS PURCHASING THE PROPERTY IN ITS "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND DEFECTS AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF TRUSTEE. EXCEPT FOR THE REPRESENTATIONS OF TRUSTEE EXPRESSLY SET FORTH IN SECTION 12(a) OF THIS AGREEMENT, TRUSTEE SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, STRUCTURAL INTEGRITY, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER,

QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) THE PRESENCE OR ABSENCE OF MOLD OR OTHER BACTERIAL MATTER, RADON OR ANY HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE PROPERTY; OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS OF TRUSTEE CONTAINED IN SECTION 12(a) OF THIS AGREEMENT, ANY INFORMATION PROVIDED BY OR ON BEHALF OF TRUSTEE WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT TRUSTEE HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. TRUSTEE IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON EXCEPT FOR THE EXPRESS REPRESENTATIONS SET FORTH IN SECTION 12(a) OF THIS AGREEMENT. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS A SOPHISTICATED AND EXPERIENCED BUYER OF PROPERTIES SUCH AS THE PROPERTY AND HAS BEEN DULY REPRESENTED BY COUNSEL IN CONNECTION WITH THE NEGOTIATION OF THIS AGREEMENT. TRUSTEE HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PROPERTY.

UPON CLOSING, EXCEPT FOR THE REPRESENTATIONS OF TRUSTEE EXPRESSLY SET FORTH IN SECTION 12(a) OF THIS AGREEMENT, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL OR CONSTRUCTION DEFECTS OR ADVERSE ENVIRONMENTAL, HEALTH OR SAFETY CONDITIONS MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS, AND BUYER HEREBY FOREVER RELEASES AND DISCHARGES TRUSTEE FROM ALL RESPONSIBILITY AND LIABILITY, INCLUDING WITHOUT LIMITATION, LIABILITIES AND RESPONSIBILITIES RELATING TO THE PHYSICAL, ENVIRONMENTAL OR LEGAL COMPLIANCE STATUS OF THE PROPERTY, WHETHER ARISING BEFORE OR AFTER THE DATE HEREOF, AND LIABILITIES UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), REGARDING THE CONDITION, VALUATION, SALABILITY OR UTILITY OF THE PROPERTY, OR ITS SUITABILITY FOR ANY PURPOSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, WITH RESPECT TO THE PRESENCE IN THE SOIL, AIR, STRUCTURES AND SURFACE AND SUBSURFACE WATERS, OF HAZARDOUS MATERIALS OR OTHER MATERIALS OR SUBSTANCES THAT HAVE BEEN OR MAY IN THE FUTURE BE DETERMINED TO BE TOXIC, HAZARDOUS, UNDESIRABLE OR SUBJECT TO REGULATION AND THAT MAY NEED TO BE SPECIALLY TREATED, HANDLED AND/OR REMOVED FROM THE PROPERTY UNDER CURRENT OR FUTURE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS OR GUIDELINES, AND ANY STRUCTURAL AND GEOLOGIC CONDITIONS, SUBSURFACE SOIL AND WATER CONDITIONS AND SOLID AND HAZARDOUS WASTE AND HAZARDOUS MATERIALS ON, UNDER, ADJACENT TO OR OTHERWISE AFFECTING THE PROPERTY). BUYER FURTHER HEREBY WAIVES (AND BY CLOSING THIS TRANSACTION WILL BE DEEMED TO HAVE WAIVED) ANY AND ALL

OBJECTIONS AND COMPLAINTS (INCLUDING, BUT NOT LIMITED TO, FEDERAL, STATE AND LOCAL STATUTORY AND COMMON LAW BASED ACTIONS, AND ANY PRIVATE RIGHT OF ACTION UNDER ANY FEDERAL, STATE OR LOCAL LAWS, REGULATIONS OR GUIDELINES TO WHICH THE PROPERTY IS OR MAY BE SUBJECT, INCLUDING, BUT NOT LIMITED TO, CERCLA) CONCERNING THE PHYSICAL CHARACTERISTICS AND ANY EXISTING CONDITIONS OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, RELATING TO THE PHYSICAL, ENVIRONMENTAL OR LEGAL COMPLIANCE STATUS OF THE PROPERTY, WHETHER ARISING BEFORE OR AFTER THE DATE HEREOF.

15. **BINDING NATURE AND BANKRUPTCY COURT APPROVAL.**

This Agreement and the obligations of the Trustee to consummate the transaction described in this Agreement are expressly subject to and conditioned upon approval of the Bankruptcy Court of all of the terms and conditions set forth herein (such condition being referred to as the "Court Approval Contingency"). Promptly following the full execution and delivery of this Agreement, but in no event more than five (5) business days following the full execution and delivery of this Agreement, the Trustee will file a motion seeking approval of this Agreement and the conveyance of the Property by the Trustee to Buyer as set forth in this Agreement (the "Sale Motion"). The Sale Motion shall seek entry of an order (the "Sale Order") reasonably acceptable to the parties and the Title Company, providing for among other things that (i) the Trustee has authority to sell the Property, (ii) Buyer is a "good faith purchaser" for purposes of Section 363(m) of the Bankruptcy Code, (iii) the 14-day appeal period in the Federal Rules of Bankruptcy Procedure are waived; (iv) findings that all applicable notice and hearing requirements for the transactions contemplated herein under the Bankruptcy Code, the Bankruptcy Rules, and any local rules of the Bankruptcy Court have been satisfied, (v) finding that the transactions contemplated hereby are in the best interests of the debtor's estate and its creditors, and (vi) approving this Agreement and all of the terms and conditions hereof, or on such other terms as the parties may agree in writing. Upon the Sale Order becoming final and non-appealable, including by virtue of expiration of the 14-day appeal period applicable thereto under the Federal Rules of Bankruptcy Procedure, or in the event the Court waives or shortens such 14-day appeal period, by written agreement of the parties after the entry of the Sale Order, it shall be a "Final Order". If the Sale Motion is denied by the Court or the Trustee is otherwise unable to obtain the Final Order within 30 days after the filing of the Sale Motion or such other time period as Trustee and Buyer may agree, then such denial shall not be deemed to be a default by the Trustee under this Agreement, but rather the failure of a condition precedent, and in such event, either Buyer or the Trustee thereafter shall have the right to terminate this Agreement at any time thereafter by delivering written notice of said termination to the other party. Upon termination as set forth in this Section 15, the Deposit will be immediately returned to Buyer and, except as to any obligations which survive the termination of this Agreement, neither the Trustee nor Buyer shall have any further rights or liability occurring hereunder after said termination. In the event the Court enters an order authorizing the sale of the Property to anyone other than Buyer, such sale closes, and the Trustee is not otherwise entitled to retain the Deposit pursuant to Section 11(b) hereof, then,

notwithstanding anything to the contrary herein, the Deposit shall be immediately returned to Buyer.

16. **MISCELLANEOUS**. It is further agreed as follows:

(a) Notice. All notices, demands, requests, consents, approvals or other communications (the "Notices") required or permitted to be given by this Agreement shall be sent by electronic mail and Notices shall be deemed received and effective on the date sent via electronic mail if sent prior to 5:00 PM (Chicago time) (or the following day if sent after 5:00 PM (Chicago time)). Said Notices shall be sent to the parties hereto at the following addresses, unless otherwise notified in writing:

| | |
|---|---|
| **To Seller or Trustee:** | Neville Reid/trustee<br>Fox Swibel Levin & Carroll LLP<br>200 W. Madison Street, Suite 3000<br>Chicago, Illinois 60606<br>Email: nreid@foxswibel.com |
| **With a copy to:** | Bruce de'Medici<br>de'Medici Law<br>318 West Adams Street #1600<br>Chicago, Illinois 60606<br>Email: bdemedici@bdemlaw.com |
| **To Buyer:** | Village of Maywood<br>Attn: Village Manager<br>40 Madison Street<br>Maywood, Illinois 60153<br>Email: jkrischke@maywood-il.org |
| **With a copy to:** | Michael A. Marrs<br>Klein, Thorpe and Jenkins<br>120 S. LaSalle Street #1710<br>Chicago, Illinois 60603<br>Email: mamarrs@ktjlaw.com |

(b) Brokerage. Buyer represents and warrants to Seller that Buyer has not engaged any broker or brokerage company in connection with the Buyer's proposed purchase of the Property. Seller has engaged a broker/brokerage company in connection with the proposed sale of the Property to Buyer. Buyer is not responsible for any obligation of Seller for commission or fees of Seller's broker/brokerage company.

(c) Entire Agreement; Amendment. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitutes the entire understanding among the parties hereto, and supersedes any and all prior agreements, arrangements, and understandings among the parties hereto. This Agreement may not be amended, modified, changed, or

supplemented, nor may any obligations hereunder be waived, except by a writing signed by the party to be charged or by its agent duly authorized in writing or as otherwise permitted herein.

(d) Binding Effect. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, representatives, successors, and permitted assigns of the parties hereto.

(e) Assignment. Buyer's rights hereunder may not be assigned in whole or in part without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event of a permitted assignment, Buyer shall not be relieved of any of its duties, obligations, or liabilities hereunder, instead Buyer, as assignor, and Buyer's assignee shall therefore be jointly and severally liable hereunder. Any attempted assignment or transfer in violation of this provision shall be null and void *ab initio*.

(f) Captions; Gender. Captions are included solely for convenience of reference and shall not be considered in the interpretation of this Agreement. Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine, or neuter gender is used herein, such gender shall be used as the context deems appropriate.

(g) Time is of the Essence. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday, or other non-business day.

(h) Survival. Except for the representations and warranties set forth in Section 12 of this Agreement, or as otherwise expressly provided herein, no condition, obligation, provision, representation, term, or warranty set forth herein shall survive the Closing or earlier termination of this Agreement.

(i) Confidentiality. Buyer acknowledges that Buyer may become privy to confidential information of Seller, in addition to information regarding certain physical characteristics of the Property learned by Buyer in the course of its examination of the Property. Buyer therefore agrees to take all steps to ensure that any information with regard to Seller, the Property and/or to this transaction, which information is obtained by Buyer or any of its accountants, agents, attorneys, employees, officers, or representatives, shall, subject to required disclosure pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) or other law or court order requiring disclosure, remain confidential and shall not be disclosed or revealed to outside sources. The provisions of this paragraph shall survive termination of this Agreement.

(j) Governing Law. This Agreement, and each and every related document is to be governed by, and construed in accordance with, the laws of the State of Illinois.

(k) Venue and Jurisdiction. The exclusive jurisdiction and venue for any litigation regarding this Agreement, the Property, or enforcement of any rights or obligations under this Agreement, is the Bankruptcy Court. To the extent necessary, the parties consent to the jurisdiction and venue of the Bankruptcy Court hearing any such litigation and entering final orders in that litigation.

(l) Waiver. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party. However, the party for whose unilateral benefit a condition is herein inserted shall have the right to waive such condition.

(m) Counterparts; Facsimile/Electronic Mail. This Agreement may be executed via facsimile or email (PDF) (including, without limitation, DocuSign) and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

(n) Rule of Construction. Seller and Buyer have experience with the subject matter of this Agreement, have been represented by counsel and have each fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

(o) Patriot Act. Buyer hereby represents and warrants: (i) that none of the funds used by Buyer for payment of the Purchase Price of the Property are subject to any of the following laws of the United States: 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments); 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture); 18 U.S.C. §§ 881 (Drug Property Seizure); Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001; or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "USA Patriot Act"); and (ii) that Buyer is not a person or entity with whom United States citizens are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action. Buyer shall indemnify and hold Seller harmless from and against any and all claims, actions, fines, penalties, and forfeitures arising out of or resulting from any such representation of Buyer that is false, such indemnity to include payment of all costs of Seller in defending against any of the foregoing, including reasonable attorney fees.

(p) No Reliance on Documents. Except as expressly stated herein, neither Seller nor Trustee makes any representation or warranty as to the accuracy, completeness, or truth of any data, information, or materials communicated or delivered by Seller (or Trustee) to Buyer in connection with the transaction contemplated hereby. Buyer acknowledges and agrees that all data, materials, and information communicated or delivered by Seller (or Trustee) to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such data, materials, and information by Buyer shall be at the sole risk of Buyer, except as otherwise expressly stated herein, and neither Seller nor Trustee shall

have any liability to Buyer for any inaccuracy in or omission from any such data, materials, and information.

(q) Jury Trial. Buyer hereby knowingly and voluntarily waives the right to a jury trial in any action, proceeding, or permissive counterclaim involving any matters whatsoever arising out of or in any way connected with the Property or this Agreement.

(r) Exculpation of Trustee. Notwithstanding anything to the contrary contained in this Agreement or in any documents executed or to be executed in connection herewith (collectively, including this Agreement, said exhibits and all such documents, the "Purchase Documents"), from and after Closing it is expressly understood and agreed by and between the parties hereto that: (i) the recourse of Buyer or its successors or assigns against Trustee with respect to the alleged breach by or on the part of Trustee of any representation, warranty, covenant, undertaking, indemnity or agreement contained in any of the Purchase Documents (collectively, " Trustee's Undertakings") shall (x) be deemed waived unless Buyer has delivered to Trustee written notice that Buyer is seeking recourse under Trustee's Undertakings (the "Recourse Notice") after the Closing Date but prior to the date that is four (4) months after the Closing Date and Buyer has filed suit with respect to the same within one (1) month after the date of Buyer's delivery to Trustee of the Recourse Notice, (y) be payable only by or recoverable against the Bankruptcy Estate and the funds or property therein and never against the Trustee or any of his attorneys or agents personally, and shall nevertheless be limited to an amount not to exceed one percent (1%) of the Purchase Price in the aggregate of all recourse of Buyer under the Purchase Documents, and (z) shall exclude any claim for any punitive, speculative or consequential damages; and (ii) without limiting the generality of the foregoing, no personal liability or personal responsibility of any sort with respect to any of Trustee's Undertakings or any alleged breach thereof is assumed by, or shall at any time be asserted or enforceable against, Trustee or any of his employees, agents, attorneys, partners, or other representatives or affiliates at any time.

[Rest of page blank; signature page follows.]

**IN WITNESS WHEREOF**, each of the undersigned have caused this Agreement to be executed on its behalf by its members, officers or agents thereunto on the dates below, but effective as of the Effective Date first above written.

**SELLER/TRUSTEE**:

Neville Reid, not individually but solely in his capacity as bankruptcy trustee for LLC 1 07CH12487

By:_____

Date:_____, 2023

**BUYER**:

Village of Maywood

By: _____

Name:_____

Its:_____

Date:_____, 2023

**EXHIBIT A**

**[ATTACH LEGAL DESCRIPTION]**

[To be inserted upon receipt of Title Commitment]

**EXHIBIT B**

**DEED**

**TRUSTEE'S DEED**

[Form of Deed subject to modification upon consultation with Title Company]

THE GRANTOR, N. Neville Reid, not individually, but solely as Trustee appointed by the United States Bankruptcy Court for the Northern District of Illinois in Case No. 13-49315, pursuant to the authority conferred by said Court in the referenced proceeding, for and in consideration of Ten and No/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby CONVEY and QUIT CLAIM to Village of Maywood, an Illinois municipal corporation, on a strictly "as is, where is" basis without any representation or warranty by said Trustee or any of his representatives, the following described real estate, situated in the Village of Maywood and State of Illinois known and described as follows, to wit:

See Exhibit "A" attached hereto and made a part hereof.

Subject to: The matters disclosed on Exhibit "B" attached hereto and made a part hereof.

Key Nos.: _____

Address(es) of real estate: 315 West Roosevelt Road, Maywood, Illinois

This instrument was prepared by: Scott A. Schonfeld, Esq.
Fox Swibel Levin & Carroll LLP
200 West Madison Street
Suite 3000
Chicago, Illinois 60606

Mail to:

_____
_____
_____
_____

Send Subsequent tax bills to:

_____
_____
_____
_____

**IN WITNESS WHEREOF,** the Grantor has executed this Quitclaim Deed as of the _____ day of _____, 2023.

GRANTOR:

_____

N. Neville Reid, not individually, but solely as Trustee appointed by the United States Bankruptcy Court for the Northern District of Illinois in Case No. 13-49315

STATE OF _____ )

) SS.

COUNTY OF _____ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named N. Neville Reid, not individually, but solely as Trustee appointed by the United States Bankruptcy Court for the Northern District of Illinois in Case No. 13-49315, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act, in his capacity as Trustee as foresaid, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this ___ day of _____, 2023.

_____

Notary Public

EXHIBIT A

(TO DEED)

LEGAL DESCRIPTION

Address of Property: 315 West Roosevelt Road, Maywood, Illinois

Key Nos.: _____

EXHIBIT B

(TO DEED)

PERMITTED EXCEPTIONS

**EXHIBIT C**

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that N. Neville Reid, not individually but solely as Trustee ("Trustee") appointed by the United States Bankruptcy Court for the Northern District of Illinois in Case No. 13-49315, in consideration of Ten and 00/00 Dollars ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby cause to be sold, assigned, transferred, quit claimed and set over unto the Village of Maywood, an Illinois municipal corporation ("Buyer"), all furniture, furnishings, fixtures, equipment and other personal property located at the Property including such property set forth on Exhibit A attached hereto and made a part hereof (the "Personal Property") located at, on and about the real estate commonly known as 315 West Roosevelt Road, Maywood, Illinois and legally described in the Agreement (as herein defined), as hereinafter defined (the "Premises").

TO HAVE AND TO HOLD the Personal Property unto Buyer and Buyer's heirs, legal representatives, successors and assigns forever.

ALL REPRESENTATIONS AND WARRANTIES OF QUALITY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED. THE PERSONAL PROPERTY SOLD HEREUNDER IS SOLD IN "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY BY TRUSTEE.

Any liability of Trustee hereunder shall be limited (i) as set forth in Section 16(r) of that certain Agreement of Purchase and Sale between Trustee and Buyer dated _____ ___, 2023 (the "Agreement") and (ii) as otherwise expressly set forth in any other provisions of the Agreement.

IN WITNESS WHEREOF, Trustee has signed this Bill of Sale at Chicago, Illinois this _____ day of _____, 2023.

TRUSTEE:

_____

N. Neville Reid, not individually, but solely as Trustee appointed by the United States Bankruptcy Court for the Northern District of Illinois in Case No. 13-49315

EXHIBIT A

(BILL OF SALE)

LIST OF PERSONAL PROPERTY

KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

DD 312 984 6439
mamarrs@ktjlaw.com

900 Oakmont Lane, Ste. 301
Westmont, Illinois 60559
T 312 984 6400

**M E M O R A N D U M**

**TO:** **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
**FROM:** **Michael A. Marrs**
**DATE:** **June 14, 2023**
**Re:** **Acquisition of 315 West Roosevelt Road from the Trustee of the Bankruptcy Estate of LLC 1 07CH12487**

---

I have enclosed the following documents for review, consideration and action at an upcoming Combined Committee of the Whole Meeting / Special Village Board Meeting:

1. AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN NEVILLE REID AS BANKRUPTCY TRUSTEE FOR LLC 1 07CH12487 AND THE VILLAGE OF MAYWOOD FOR THE PURCHASE BY THE VILLAGE OF THE 315 WEST ROOSEVELT ROAD LOCATED WITHIN THE ROOSEVELT ROAD TAX INCREMENT FINANCING DISTRICT AND FOR THE APPROPRIATION AND EXPENDITURE OF ROOSEVELT ROAD TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR THE PURCHASE OF THE REAL ESTATE AND OTHER TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE PURCHASE

2. A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN NEVILLE REID, NOT INDIVIDUALLY BUT SOLELY IN HIS CAPACITY AS THE BANKRUPTCY TRUSTEE FOR LLC 1 07CH12487 AND THE VILLAGE OF MAYWOOD RELATIVE TO THE PURCHASE BY THE VILLAGE OF 315 ROOSEVELT ROAD

At the closed meeting session held during the May 16, 2023 combined COW/Special Board Meeting, the Board gave direction to negotiate a Purchase and Sale Agreement for the acquisition of the 315 Roosevelt Road property from the Bankruptcy Trustee. We have secured an Agreement from the Trustee to convey the Property to the Village for a sale price of $360,000. The Purchase and Sale Agreement, and accompanying Ordinance approving the sale, and authorizing the utilization of Roosevelt Road TIF Funds for the purchase, is attached.

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

*Michael*

Enclosures
cc. Tori Garron, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Angela Smith, Director of Community Development Department (w/ encls.)
Walter Duncan, Director of Building & Code (w/ encls.)
Michele Kitch, Business Attraction & Retention Coordinator, CD Department (w/ encls.)
Bill Peterhansen, Village Engineer (w/ encls.)
Michael T. Jurusik, Village Attorney (w/ encls.)

560146_1

**ORDINANCE NO. CO-2023-_____**

**ORDINANCE APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN NEVILLE REID, AS BANKRUPTCY TRUSTEE FOR LLC 1 07CH12487, AND THE VILLAGE OF MAYWOOD FOR THE PURCHASE BY THE VILLAGE OF 315 WEST ROOSEVELT ROAD LOCATED WITHIN THE ROOSEVELT ROAD TAX INCREMENT FINANCING DISTRICT AND FOR THE APPROPRIATION AND EXPENDITURE OF ROOSEVELT ROAD TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR THE PURCHASE OF THE REAL ESTATE AND OTHER TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE PURCHASE**

**WHEREAS,** pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "TIF Act") and pursuant to Ordinance No. CO-97-04, Ordinance No. CO-97-05 and Ordinance No. CO-97-06, adopted March 27, 1997, the Village of Maywood ("Village") approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's "Roosevelt Road Tax Increment Financing District" (the "TIF District"); and

**WHEREAS,** pursuant to Ordinance Number CO-2013-13 (adopted March 13, 2013) and Ordinance Numbers CO-2020-42, CO-2020-43 and CO-2020-44, adopted December 29, 2020, the Village approved amendments to the TIF Plan in order to extend the term of the TIF District to December 31, 2032; and

**WHEREAS,** the TIF District was established as a bonded TIF District, and as a "pay-as-you-go" funded TIF District, which means that incremental tax revenues would be used to pay for Village-approved eligible TIF project costs or TIF economic incentives as such funds are generated through year-to-year increases in the equalized assessed valuation ("EAV") of the properties within the TIF District. There are no bond proceeds or other debt financing issued to pay for eligible TIF project costs or TIF economic incentives at this time; and

**WHEREAS**, Neville Reid (the "Trustee"), in his capacity as bankruptcy Trustee for LLC 1 07CH12487, has proposed to sell real property located at 315 Roosevelt Road, Maywood, Illinois, with a Property Index Number of 15-14-329-026-0000 (the "Property"), which is currently part of the bankruptcy estate of LLC 1 07CH12487; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood desire to purchase the Property, which is located within TIF District, for $360,000.00 (the "Purchase Price"), utilizing TIF District Funds, subject to the terms and conditions set forth in the attached Purchase and Sale Agreement (the "Agreement"), a copy of which is marked as **Exhibit "A"** and made a part hereof; and

**WHEREAS,** the President and Board of Trustees of the Village have determined that it is desirable and in the Village's best interests to purchase the Property in order to stimulate and induce redevelopment of the Property and other nearby real properties, to remove visual blighted conditions within the TIF District and to assist with the attraction of new businesses and to retain existing businesses, thereby implementing the TIF Plan; and

**WHEREAS,** the purchase of the Property, which is located within the TIF District, is permitted and the costs related to the purchase are included under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, such that those costs can be paid for using TIF

District Funds. Section 11-74.4-3(q) of the TIF Act, provides (emphasis added):

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

(1) **Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for legal,** zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

(2) **Property assembly costs**, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;"

; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to approve and enter into the attached Agreement (**Exhibit "A"**) and to approve the expenditure of its TIF District Funds for the purchase of the Property and reimbursement of the actual, documented TIF Eligible Redevelopment Project Costs associated with the purchase of the Property pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the TIF Act, and find that approving and entering into the Agreement and appropriating and authorizing the expenditure of funds from the TIF District Fund in accordance with the applicable provisions of the TIF Act and the Agreement is in the best interests of the Village, its residents, property owners, businesses and the public.

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

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

**SECTION 2: Authority.** The Village is a duly constituted and organized home rule municipality, as described in Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt. The adoption of this Ordinance implements the TIF Plan in accordance with the TIF Act.

**SECTION 3: Execution and Delivery of Agreement and Other Documents.** The President and Board of Trustees of the Village authorize the approval and execution of the Agreement (**Exhibit "A"**), for the purposes set forth in this Ordinance. The President and Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or their designee, to execute and deliver the executed, final version of the 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

Agreement. The Village Clerk, or their designee, shall transmit executed originals or certified copies of all documents, including this Ordinance and the Agreement, to the Bankruptcy Trustee, or designee, for record retention purposes.

**SECTION 4: Estimate of Expenditures.** The Village intends to incur Expenditures in connection with the purchase of the Property, consistent with the TIF Plan and in accordance with the Agreement, including, but not limited to, the following:

1. The Purchase Price of $360,000.00 and related transaction costs, which qualify as eligible "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), and as listed in the attached Agreement (**Exhibit "A**").
2. Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

**SECTION 5: Authorization of Expenditures Under the Agreement.** The expenditure of funds from the TIF District Fund is authorized to pay the Purchase Price for the Property and to pay such other Expenditures incurred by the Village related to the purchase of the Property.

**SECTION 6: Repealer; Severability.** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 7: Ratification.** All actions of the President and Board of Trustees, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

**SECTION 8: Effective Date.** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

**ADOPTED** this 20th day of June, 2023, pursuant to a roll call vote as follows:

**AYES:**_____
**NAYS:**_____
**ABSENT**:_____

**APPROVED** by me this 20th day of June, 2023.

_____
Nathaniel George Booker, Village President

**ATTEST:**

_____
Tori Garron, Village Clerk

Published by me in pamphlet form this ___ day of June, 2023.

_____

Tori Garron, Village Clerk

**EXHIBIT "A"**

**PURCHASE AND SALE AGREEMENT**
**IN REGARD TO THE PURCHASE OF 315 WEST ROOSEVELT ROAD**

(attached)

**STATE OF ILLINOIS )**
**) SS**
**COUNTY OF COOK )**

**CLERK'S CERTIFICATE**

I, Tori Garron, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. CO-2023-_____**

**ORDINANCE APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN NEVILLE REID, AS BANKRUPTCY TRUSTEE FOR LLC 1 07CH12487, AND THE VILLAGE OF MAYWOOD FOR THE PURCHASE BY THE VILLAGE OF 315 WEST ROOSEVELT ROAD LOCATED WITHIN THE ROOSEVELT ROAD TAX INCREMENT FINANCING DISTRICT AND FOR THE APPROPRIATION AND EXPENDITURE OF ROOSEVELT ROAD TAX INCREMENT FINANCING DISTRICT FUNDS TO PAY FOR THE PURCHASE OF THE REAL ESTATE AND OTHER TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE PURCHASE**

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 20th day of June, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 20th day of June, 2023.

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 20th day of June, 2023.

_____
Tori Garron, Village Clerk

[SEAL]

KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

Michael T. Jurusik
Cell: 708.638.0355
Office: 312.984.6432
Email: mtjurusik@ktjlaw.com

900 Oakmont Lane, Suite 301
Westmont, Illinois 60559

**M E M O R A N D U M**

**TO:** **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
**FROM:** **Michael T. Jurusik**
**DATE:** **June 16, 2023**
**RE:** **Updated Milestone Schedules for Formation of New Tax Increment Financing (TIF) Districts**

---

I have enclosed the following documents as a "for information only" agenda item for review at the June 20, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

1. TENTATIVE SCHEDULE FOR THE ESTABLISHMENT OF MAYWOOD NORTH AREA #1 TIF DISTRICT (to be handed out at the Village Board meeting).
2. TENTATIVE SCHEDULE FOR THE ESTABLISHMENT OF MAYWOOD MIDDLE AREA #2 TIF DISTRICT (to be handed out at the Village Board meeting).
3. TENTATIVE SCHEDULE FOR THE ESTABLISHMENT OF MAYWOOD MID-SOUTH AREA #3 TIF DISTRICT (to be handed out at the Village Board meeting).
4. TENTATIVE SCHEDULE FOR THE ESTABLISHMENT OF MAYWOOD SOUTH AREA #4 TIF DISTRICT (to be handed out at the Village Board meeting).
5. Map of Proposed New TIF Districts

The enclosed Milestone Schedules have been updated to account for the timing of the formation of the new TIF Districts – with proposed new TIF District #1 and TIF District #3 being put on the same formation schedule and then proposed new TIF District #2 and TIF District #4 being put on the same formation schedule. This is being done because of the significant size of these new TIF Districts and the significant size of the multiple required notices that must be mailed to property owners and taxpayers of record both inside the TIF Districts and within 750 feet of the boundaries of each TIF District. We are putting the formation of these TIF Districts on separate tracks to avoid significant overlapping notices to avoid confusion and to better manage the mailing of thousands of notices.

If there are any questions, please contact me.

*Mike*

Enclosures
cc: Tori Garron, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Angela Smith, Director of Community Development Department (w/ encls.)
Walter Duncan, Director of Building & Code (w/ encls.)
Michele Kitch, Business Attraction & Retention Coordinator, CD Department (w/ encls.)
Bill Peterhansen, Village Engineer (w/ encls.)
Chuck Durham and Phil McKenna, TIF Consultants (Ryan/Kane, McKenna and Associates, Inc.) (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

DD 312 984 6439
mamarrs@ktjlaw.com

900 Oakmont Lane, Ste. 301
Westmont, Illinois 60559
T 312 984 6400

**M E M O R A N D U M**

**TO:** **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
**FROM:** **Michael A. Marrs**
**DATE:** **June 14, 2023**
**RE:** **Update on Turnover of Phase I Parks to Maywood Park District**

---

The Village Board and Park District entered into an Intergovernmental Agreement ("IGA") governing the turnover of various Village-owned parks to the Maywood Park District.

As a reminder, the IGA implements a two-phased conveyance of Village-owned Parks to the Maywood Park District. The following Parks were proposed for conveyance in Phase I:

- Connor-Heise Memorial Park – 10th Avenue and Washington Blvd.
- Winfield Scott Park – 19th Avenue and Maywood Drive
- Waterworks Park – 9th Avenue and Maywood Drive

Since the last Board meeting in May we have been in communication with the Park District attorney to prepare for closings on the Phase I conveyances. We received updated title commitments on the Phase I park properties this week, and are now in a position to set a closing date and convey the three (3) Phase I park properties. We anticipate the closings will take place prior to the end of June, 2023.

If there are any questions, please contact us.

*Michael*

cc: Tori Garron, Village Clerk
James Krischke, Acting Village Manager
Angela Smith, Community Development Director
Michael T. Jurusik, Village Attorney

# VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, ILLINOIS 60153 ▪708-450-6300


## Village of Maywood Commissions

**Fire & Police Commission**
The Board of Fire and Police Commissioners shall make such rules and make such appointments and removals and shall have such other and further powers as are contained in the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 et seq.

**Police Pension Board Fund**
The Board shall be governed by and shall administer the Police Pension Fund in accordance with the provisions of 40 ILCS 5/3-101 set seq. See § 32.15 (Police Pension Fund) of this Code.

**Fire Fighter Pension Board Fund**
The Board shall be governed by and shall administer the Fire Pension Fund in accordance with the provisions of 40 ILCS 5/4-101 et seq. See § 33.13 (Fireman's Pension Fund) of this Code.

**Liquor Authority**
The Liquor Control Review Board investigates and reviews all applications and renewals of liquor licenses and advises the Local Liquor Control Commissioner.

**Planning & Zoning**
The Zoning Board of Appeals rules on zoning variance petitions, special use permits, and appeals of interpretations of the zoning ordinance.

**Historic Preservation**
The Historic Preservation Commission evaluates proposals affecting the Village's landmarks and historic districts. The Commission considers compatibility of development with long- range preservation of historical sites and recommends sites for historic landmark designation. The Commission also reviews building permit applications affecting properties in the Village's three historic districts and historic landmarks throughout the community.

**Traffic & Safety** (Ad-Hoc to Community Safety & Police Accountability Committee)
The function of the Traffic and Safety Commission is to review transit, parking and potentially hazardous traffic matters of the Village that have been referred to them.

# VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, ILLINOIS 60153 ▪708-450-6300


**FY24 & FY 25 Village of Maywood Trustee Chaired Committees**

**Planning & Development**
*Chair: Trustee Antonio Sanchez & Co-Chair Trustee Melvin Lightford Sr*
Works on business, residential, capital improvement, inspections, code enforcement, zoning, reviews budget and public property.

**Fiscal Accountability and Government Transparency**
*Chair: Trustee Miguel Jones & Co-Chair Antonio Sanchez*
Reviews budget, audits, insurance (employee and village), risk management, labor negotiations, accounts payable, purchasing policies and cost-saving measures.

**Community Policing & Public Safety**
*Chair: Trustee Aaron Peppers & Co-Chair Trustee Isiah Brandon*
Works with Police and Fire departments, reports and events, increasing community policing engagement, traffic safety and reviews budget.

**Engagement & Communications**
*Chair: Trustee Melvin Lightford Sr & Co-Chair Trustee Rahmann Williams*
Works with health, education, recreation, youth and seniors; reports and assists with the library, park district, school district and other organizations. Reports on special events, social interests, community groups, clubs, website and public relations.

**Infrastructure & Sustainability**
*Chair: Trustee Isiah Brandon & Co-Chair Trustee Aaron Peppers*
Works with Public Works, Street & Water departments, community service and village engineers; reviews budget, garbage/sewer, alleys, maintenance, equipment, sidewalks, lighting and personnel.

**Ordinance & Policy**
*Chair: Trustee Rahmann Williams & Co-Chair Trustee Miguel Jones*
Works with Clerk's Office, building & code, and other departments to identify areas of innovation, updating, and/or recommendations of new village practices. Reports on current ordinances, update recommendations, and introduction of new ordinances and policy.

DRAFT – 06-20-23

**ORDINANCE NO. CO-2023-____**

**AN ORDINANCE AMENDING THE MAYWOOD ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE VILLAGE RELATIVE TO THE LOCATION, DEVELOPMENT, INSTALLATION, CONSTRUCTION, LICENSING AND OPERATION OF BARBER SHOPS, HAIR SALONS, NAIL SHOPS, LIVE MUSIC PERMITS, POP-UP RETAIL STORES, SPECIAL EVENT SPACES, TOBACCO SHOPS AND FAST-FOOD RESTAURANTS, THE CREATION OF AN ENTERAINMENT OVERLAY DISTRICT, AND TO MAKE VARIOUS OTHER CHANGES**

**WHEREAS**, the Village President and Board of Trustees of the Village of Maywood (the "Board of Trustees") adopted a new zoning ordinance in April, 2010 (the "Zoning Ordinance"), which has since been amended from time to time; and

**WHEREAS,** the Board of Trustees has previously imposed a moratorium on various uses within the Village in order to consider code amendments relative to the various uses; and

**WHEREAS,** following various public discussion of proposed changes, including input received from a town hall-style meeting, proposed amendments were prepared that addressed the location, development, installation, construction, licensing and operation of barber shops, hair salons, nail shops, live music permits, pop-up retail stores, special event spaces, tobacco shops and fast-food restaurants in the Village of Maywood, other additional changes to various sections of the Zoning Ordinance on subjects outside of the moratorium, including, but not limited to, updates and amendments to Table 8.1 (Commercial Districts Permitted and Special Uses), Table 9-1 (Office Park and Manufacturing Zoning Districts Permitted and Special Uses), Section 11.3 (Use Standards), Table 13.1 (Off-Street Parking Requirements), Section 16.3 (Non-Conforming Uses) and Section 17 (Definitions). Collectively, all of the foregoing are the "Proposed Text Amendments." Finally, a map amendment that would result in the creation of an Entertainment Overlay District (the "Proposed Map Amendment") was also proposed; and

**WHEREAS,** a Village Petition for the Proposed Text Amendments and Proposed Map Amendment was referred to the Village's Plan Commission and Zoning Board of Appeals ("PC/ZBA") for consideration; and

**WHEREAS**, said PC/ZBA held a public hearing on April 25, 2023, which was continued to and closed on May 9, 2023, on the question of whether the Proposed Text Amendments and Proposed Map Amemdment should be adopted, at which time all persons present were afforded an opportunity to be heard; and

**WHEREAS**, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing; and

**WHEREAS**, on May 9, 2023, the PC/ZBA voted unanimously to favorably recommend the proposed Text Amendments, with certain revisions, to the Board of Trustees; and

**WHEREAS**, the PC/ZBA of the Village has reported its findings and recommendation regarding the Text Amendments to the Board of Trustees, and the Board of Trustees has duly considered said report,

findings of fact and recommendation, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

**WHEREAS**, the Village is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII (Local Government), Section 6 (Powers of Home Rule Units) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs. The Village is also authorized to enact and amend zoning regulations and its official zoning map pursuant to Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14); and

**WHEREAS**, the President and Board of Trustees, pursuant to their statutory zoning powers, home rule powers, and the report, findings of fact and recommendation of the PC/ZBA, have determined that it is in the best interests of the health, welfare and safety of residents of the Village to adopt the Proposed Text Amendments and Proposed Map Amendment, with certain revisions recommended by the PC/ZBA, and certain additional revisions as a result of further discussion by the Board of Trustees, all as set forth below.

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

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

**SECTION 2: Approval of Findings of Fact and Recommendations.** The President and Board of Trustees of the Village of Maywood approve and adopt the Findings of Fact and Recommendations of the Maywood Plan Commission, a copy of which is attached hereto as **Exhibit "A**, and, subject to certain additional revisions made to the Proposed Text Amendments and Proposed Map Amendment by the President and Board of Trustees after further discussion, incorporate such findings and recommendations herein by reference as if fully set forth herein.

**SECTION 3: Code Amendments.** The Commercial Uses subsection of Table 8.1 (Commercial Districts Permitted and Special Uses) within Section 8.2 (Permitted and Special Uses) of the Zoning Ordinance is amended to read in its entirety as follows:

| **VILLAGE OF MAYWOOD, ILLINOIS<br>TABLE 8-1: COMMERCIAL DISTRICTS PERMITTED & SPECIAL USES<br>*(Amended 08/21/2012: CO-2012-33; Amended 07/26/2014: CO-2014-23 & CO-2014-26; Amended 11/20/2014: CO-2014-41)*** | | | | | |
|---|---|---|---|---|---|
| ***S = Special Use P = Permitted Use*** | | | | | |
| **Use[1]** | **Zoning District** | | | | **Specific Use Standards** |
| | **C-1** | **C-2** | **C-3** | **C-4** | |
| **COMMERCIAL USES**<br>*(Amended 08/21/2012: CO2012-33; Amended 07/26/2014: CO-2014-23 & CO-2014-26)* | | | | | |

**VILLAGE OF MAYWOOD, ILLINOIS**
**TABLE 8-1: COMMERCIAL DISTRICTS PERMITTED & SPECIAL USES**
***(Amended 08/21/2012: CO-2012-33; Amended 07/26/2014: CO-2014-23 & CO-2014-26; Amended 11/20/2014: CO-2014-41)***

***S = Special Use  P = Permitted Use***

| Use[1] | Zoning District | | | | Specific Use Standards |
|---|---|---|---|---|---|
| | C-1 | C-2 | C-3 | C-4 | |
| Body Art Establishment ~~Tattoo Parlor~~ | | | S | | |
| Art Gallery | P | P | P | P | |
| Animal Hospital | S | P | P | P | |
| Car Wash | | | S | | |
| Commercial ~~Personal~~ Services Establishment | P | P | P | P | |
| Currency Exchange | | S | S | S | |
| Day Care Center, Adult or Child | S | S | S | S | Section 11.3.D |
| Drive-Through Facility | | S | S | S | Section 11.3.F |
| Financial Institution | P | P | P | P | |
| Funeral Home | P | P | P | | |
| Gas Station | | S | P | S | Section 11.3.J |
| Greenhouse/Nursery | | | P | | |
| Heavy Retail, Rental and Service | | | S | S | |
| Hospital | | | S | | |
| Hotel/Motel | | | S | P | |
| Indoor Entertainment | | S | P | S | Section 11.3.I |
| Indoor Recreation | | S | P | S | Section 11.3.I |
| Kennel/Pet "Day Care" Service | | S | P | P | Section 11.3.L |
| Live Entertainment | | S | S | S | |
| Medical Cannabis Dispensing Organization | | S | S | S | Section 11.3.S |
| Medical/Dental Clinic | P | P | P | P | |
| Motor Vehicle Dealership | | | P | | Section 11.3.M |
| Motor Vehicle Rental Establishment | | | P | | Section 11.3.M |
| Motor Vehicle Service and Repair | | | S | | Section 11.3.N |
| Office Business | P | P | P | P | |
| Outdoor Entertainment | | | S | S | Section 11.3.I |
| Outdoor Dining | P | P | P | P | Section 11.3.P |
| Outdoor Recreation | | | S | S | Section 11.3.I |
| Payday or Title Loan Agency | S | S | S | S | |
| Personal Care Establishment | P | P | | P | Section 11.3.T |
| Restaurant | P | P | P | P | |
| | | | | | |
| Restaurant with Drive-Through | | S | | P | Section 11.3.U |
| ~~Retail Goods Establishment~~ | | ~~P~~ | ~~P~~ ~~P~~ | ~~P~~ | |
| Retail Goods Establishment - No Sales of Alcohol or Tobacco | P | P | | P | |

| VILLAGE OF MAYWOOD, ILLINOIS<br>TABLE 8-1: COMMERCIAL DISTRICTS PERMITTED & SPECIAL USES<br>*(Amended 08/21/2012: CO-2012-33; Amended 07/26/2014: CO-2014-23 & CO-2014-26; Amended 11/20/2014: CO-2014-41)* | | | | | | |
|---|---|---|---|---|---|---|
| ***S = Special Use P = Permitted Use*** | | | | | | |
| **Use[1]** | **Zoning District** | | | | | **Specific Use Standards** |
| | **C-1** | **C-2** | **C-3** | **C-4** | | |
| Retail Goods Establishment with Sales of Beer, Wine, and Tobacco – Minimum 3,200sf in Gross Floor Area or More Required | | P | | P | P | (See also Chapter 117 of the Municipal Code) |
| Retail Goods Establishment with Sales of Liquor/Spirits Package Goods – Minimum 10,000sf in Gross Floor Area or More Required | | | | S | | (See also Chapter 117 of the Municipal Code) |
| Smoke or Tobacco Shop | | | | S | | Section 11.3.V |
| Smoking Lounge | | | | S | | Section 11.3.W |
| Special Event Space ~~Banquet Hall~~ | | ~~P~~ | ~~PS~~ | ~~PS~~ | | Section 11.3.X |
| Video Gaming within Full-Service Restaurant | S | | | | | Section 11.3.Y |

**SECTION 4: Code Amendments.** Table 9.1 (Office Park and Manufacturing Zoning Districts Permitted & Special Uses) within Section 9.2 (Permitted and Special Uses) of the Zoning Ordinance is amended to read in its entirety as follows:

| VILLAGE OF MAYWOOD, ILLINOIS<br>TABLE 9-1: OFFICE PARK AND MANUFACTURING ZONING DISTRICTS PERMITTED & SPECIAL USES<br>*(Amended 03/13/2013: CO-2013-15) (Amended 07/26/2014: CO-2014-26) (Amended 12/21/2023: CO-2023-35)* | | | |
|---|---|---|---|
| ***S = Special Use P = Permitted Use*** | | | |
| **USE[1]** | **DISTRICT** | | **SPECIFIC USE STANDARDS** |
| | **BIP** | **M-1** | |
| **COMMERCIAL USES** | | | |
| Body Art Establishment | | S | |
| Commercial ~~Personal~~ Services Establishment | P | | |
| Day Care Center, Adult or Child | S[2] | | Section 11.3.D |
| Drive-Through Facility | S[2] | | Section 11.3.F |
| Financial Institution | P | | |
| Gas Station | | S | Section 11.3.J |
| Greenhouse/Nursery | P | | |
| Medical Cannabis Cultivation Center | S | S | Section 11.3.S |
| Medical Cannabis Dispensing Organization | S | S | Section 11.3.S |
| Heavy Retail, Rental and Service | P | P | |
| Kennel/Pet "Day Care" Service | | P | Section 11.3.L |

| VILLAGE OF MAYWOOD, ILLINOIS<br>TABLE 9-1: OFFICE PARK AND MANUFACTURING ZONING DISTRICTS PERMITTED & SPECIAL USES<br>*(Amended 03/13/2013: CO-2013-15) (Amended 07/26/2014: CO-2014-26) (Amended 12/21/2023: CO-2023-35)* | | | |
|---|---|---|---|
| ***S = Special Use P = Permitted Use*** | | | |
| **USE[1]** | **DISTRICT** | | **SPECIFIC USE STANDARDS** |
| | **BIP** | **M-1** | |
| Motor Vehicle Dealership | P | | Section 11.3.M |
| Motor Vehicle Rental Establishment | P | | Section 11.3.M |
| Motor Vehicle Service and Repair | P | P | Section 11.3.N |
| Office Business | P | P | |
| Outdoor Dining | P | | Section 11.3.P |
| Restaurant | P | | |
| Restaurant with Drive-Through | P | | |
| ~~Retail Goods Establishment~~ | ~~P~~ | | |
| Retail Goods Establishment - No Sales of Alcohol or Tobacco | P | | |
| Retail Goods Establishment with Sales of Beer, Wine, and Tobacco – Minimum 3,200sf in Gross Floor Area or More Required | P | | |
| **TRANSPORTATION USES** | | | |
| Off-Street Parking Lot (Principal Use) | S | S | Section 11.3.O.2 |
| Parking Structure (Principal Use) | | S | Section 11.3.O.1 |
| **MANUFACTURING, STORAGE AND RESEARCH USES** | | | |
| Contractor Storage Yard | S | P | Section 11.3.Q |
| Manufacturing, General | P | P | |
| Outdoor Storage Yard | S | P | Section 11.3.Q |
| Recycling Center | S | P | |
| Research and Development Facility | P | P | |
| ~~Self Storage~~Self-Storage Facility | | P | |
| Solid Waste Transfer Facility | | P | |
| Warehouse/Distribution | P | P | |
| **OTHER** | | | |
| Planned Unit Development | S | S | Section 5 |
| Utilities, Private | S | S | Section 11.3.R |

**SECTION 5: Code Amendments.** Section 10 (Special Purpose Zoning Districts) is amended by adding a new Section 10.5 (E-Entertainment Overlay District) to read in its entirety as follows:

## 10.5 E - Entertainment Overlay District

### A. Purpose

The E Entertainment Overlay District is intended to allow for the clustering of certain uses to enhance those areas where a concentration of such uses can create a vibrant entertainment environment.

**B. Applicability**

**1.** The E Entertainment Overlay District applies only when the base district is the C-2 District.

**2.** Unless specifically modified by the E Entertainment Overlay District, the requirements and regulations of the C-2 District continue to apply.

**3.** When the E Entertainment Overlay District is applied over a district other than the C-2 District, the E Overlay District regulations do not apply.

**C. Use Permissions**

**1. Permitted Uses**

The following uses are specifically allowed in the E Entertainment Overlay District. These uses remain subject to the use standards of Section 11, unless specifically modified below.

**a.** Body Art Establishment. A Body Art Establishment is allowed as a permitted use.

**b.** Smoking Lounge. A Smoking Lounge is allowed as a permitted use, subject to the license limitations in Chapter 116 of the Village Code and review by the Joint Commission for Tobacco and Cannabis Regulation and Licensing.

**c.** Special Event Space. A Special Event Space is allowed as a permitted use.

**d.** Video Gaming within Full-Service Restaurant. A Video Gaming within Full-Service Restaurant is allowed as a special use.

**e.** Live Entertainment. Live Entertainment is allowed as a permitted use.

**2. Prohibited Uses**

The following uses are specifically prohibited in the E Entertainment Overlay District:

**a.** Drive Through Facility

**b.** Restaurant with Drive-Through

**c.** Retail Goods Establishment with Sales of Liquor/Spirits Package Goods

**d.** Smoke or Tobacco Shop

**SECTION 6: Code Amendments.** Section 11.3 (Generic Use Standards) of the Zoning Code is amended by revising subsection J (Gas Stations), and by adding new subsections T through Y, to read in their entirety as follows:

**Section 11.3 GENERIC USE STANDARDS**

***

**J. Gas Station**

**1.** Gas station canopies shall be designed with luminaires recessed under the canopy to minimize light pollution. Light intensity directly under the canopy shall not exceed ten (10) footcandles at any location. All lighting mounted under the canopy, including auxiliary lighting within signage and panels over the pumps, shall be included in the ten (10) footcandle limit.

**2.** All gas station driveways must be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets.

**3.** Gas stations may offer convenience items for sale as a secondary activity. A maximum of ten percent (10%) of the ~~total shelf space~~retail floor area may be used to sell tobacco/hemp products and smoking paraphernalia. ~~Shelf space~~Retail floor area includes the area located behind the service counter. Storage of tobacco/hemp products inventory prior to display for sale cannot be visible to the public. No storage of tobacco/hemp products is permitted in end caps or other public retail floor areas or areas visible to the public behind the service counter.

**4.** Gas stations may also include an automatic car wash with one (1) bay. Stacking spaces shall be in accordance with Section 13 (Off-Street Parking and Loading).

**5.** In addition, gas stations may be included accessory to a "Motor Vehicle Repair and Service Shop." However, they shall be subject to the provisions of this section and the standards of Paragraph N (Motor Vehicle Repair and Service) below.

**6.** Gas stations shall not be subject to the maximum front yard requirements, when applicable. However, a minimum five (5) foot landscaped setback shall be provided.

**7.** The volume on all gas station monitors and speaker systems shall conform to all local noise regulations.

***

**T. Personal Care Establishment**

**1.** Personal care establishments under 2000 sq. ft. must be located a minimum of five-hundred (500) feet from any other personal care establishment under 2000 sq. ft.

**U. Restaurant with Drive-Through**

1. In the C-2 District, restaurants with drive-through must be located a minimum of one-thousand (1,000) feet from any other restaurant with drive-through.

**V. Smoke or Tobacco Shop**

1. Smoke or tobacco shops must be located a minimum of one-thousand (1000) feet from any other smoke or tobacco shop.

2. Smoke or tobacco shops require a permit pursuant to Chapter 116 of the Village Code and review by the Joint Commission for Tobacco and Cannabis Regulation and Licensing.

**W. Smoking Lounge**

1. Smoking lounges must be located a minimum of one-thousand (1000) feet from any other smoking lounge.

2. Smoking lounges require a permit pursuant to Chapter 116 of the Village Code as per the and review by the Joint Commission for Tobacco and Cannabis Regulation and Licensing.

**X. Special Event Space**

1. A special event space must be a minimum of three-thousand two-hundred (3,200) square feet in gross floor area.

2. A special event space is prohibited within a mixed-use building that includes residential uses.

3. Special event spaces must be located a minimum of five-hundred (500) feet from any other special event space unless legal title to both spaces are held and operated or to be held and operated by the same liquor licensee or owner or are to be held and operated by different corporations where the ownership of the corporations are comprised of at least 50% of the same shareholders or owners. The word corporation includes a limited liability company.

4. A special event space requires commercial kitchen facilities for the preparation or catering of food.

5. ~~The~~A manager of the special event space must be on-site during all events.

6. A special event space is not operated as a restaurant with regular hours of operation. Food may only be served as part of a scheduled event.

7. A special event space ~~cannot~~may only charge a general admission fee or other payment to the general public for entrance ~~any other monetary donations (payment at the door to the general public) for entrance~~ when such event and the corresponding admission fee is allowed by a Live Entertainment Permit issued by the Village and/or for ~~, with the exception of~~ fundraisers or events for bona fide non-profit organizations, places of worship, educational facilities, or similar uses.

**8.** ~~A special event space must provide all~~ In providing parking spaces as required by Table 13-1: Off-Street Parking Requirements special event spaces: ~~. No variance is permitted to allow for a reduction in the total amount of required parking spaces.~~

**a.** ~~A special event space is not~~Are eligible for a reduction in the total required amount of parking spaces in Section 13.12.B.4.

**b.** ~~A special event space~~ May, when located in the C-2 District ~~cannot~~ discount the first 2,000 square feet of space as allowed in Section 13.12.B.2.

**c.** ~~A special event space~~ May, when located in the C-2 District ~~is permitted to~~ count on-street spaces toward this parking requirement, as allowed in Section 13.12.B.3.

**d.** ~~A special event space in any district is~~Are permitted to use the collective parking requirements in Section 13.15.

**9.** Hours of operations will be regulated by the Village Code.

**10.** Security must be provided as required as part of the Village business license for any ticketed events or where a per person admission is charged.

**Y. Video Gaming within Full-Service Restaurant**

**1.** Video gaming within full-service restaurant must be located a minimum of ~~five hundred (500)~~one thousand (1000) feet from any other video gaming within full-service restaurant.

**2.** Video gaming within full-service restaurant are only permitted as part of a full-service restaurant. A full-service restaurant is a restaurant where customers are seated at tables and served by waitstaff and/or through technology that simulates full-service waitstaff, who take their orders, serve their meals, and attend to their needs throughout the meal.

**3.** Video gaming within full-service restaurant require a permit as per the Municipal Code.

**SECTION 7: Code Amendments.** The Commercial Uses subsection of Table 13.1 (Off-Street Parking Requirements) within Section 13.12 (Required Off-Street Parking Spaces) of the Zoning Ordinance is amended to read in its entirety as follows:

| VILLAGE OF MAYWOOD, ILLINOIS<br>TABLE 13-1: OFF-STREET PARKING REQUIREMENTS | |
|---|---|
| **USE** | **PROPOSED PARKING REQUIREMENT** |
| *** | |
| **COMMERCIAL USES** | |

| VILLAGE OF MAYWOOD, ILLINOIS<br>TABLE 13-1: OFF-STREET PARKING REQUIREMENTS | |
|---|---|
| **USE** | **PROPOSED PARKING REQUIREMENT** |
| Animal Hospital | 1 per full-time employee + 1 per 30sf of waiting room area |
| Art Gallery | 1 per 800sf GFA |
| Body Art Establishment | 3 per 1,000sf GFA |
| Car Wash | 1 per bay |
| Commercial ~~Personal~~ Services Establishment | 3 per 1,000sf GFA |
| Day Care Center, Adult or Child | 1 per 2 employees + 2 passenger loading space |
| Financial Institution | 3 per 1,000sf GFA |
| Funeral Home | 12 spaces per chapel + 1 per business vehicle |
| Gas Station | 2 per 1,000sf GFA of any accessory convenience retail and/or food service |
| Greenhouse/Nursery | 1 per 1,000sf GFA + 2 per 1,000sf of outdoor sales & display area |
| Heavy Retail, Rental and Service | 4 per 1,000sf GFA, including outdoor sales & display area |
| Hospital | 1 per 2 hospital beds + 1 per 2 employees (other than staff doctors) + 1 for each staff doctor |
| Hotel/Motel | 1 per room + required parking for restaurants, meeting rooms and retail shops |
| Indoor Entertainment | 4 per 1,000sf of public use area |
| Movie Theater | 1 per 4 seats for first 400 seats + 1 per 6 additional seats after first 400 |
| Indoor Recreation | 4 per 1,000sf of public use area |
| Bowling Alley | 2 per lane + additional spaces as required for accessory uses (bars, restaurants, etc.) |
| Kennel/Pet “Day Care” Service | 1 per 1,000sf of GFA + 1 per 4 pet owners if animal training classes are taught on-site (based on maximum class size) |
| Live Entertainment | 4 per 1,000sf of public use area |
| Medical/Dental Clinic | 1.5 per exam room |
| Methadone Clinic | 3 per 1,000sf of public use area |
| Motor Vehicle Dealership | 1 per 1,000sf of public sales & display area (indoor + outdoor) |
| Motor Vehicle Rental Establishment | 1 per 1,500sf of public sales & display area (indoor + outdoor) |

| VILLAGE OF MAYWOOD, ILLINOIS<br>TABLE 13-1: OFF-STREET PARKING REQUIREMENTS | |
|---|---|
| **USE** | **PROPOSED PARKING REQUIREMENT** |
| Motor Vehicle Service and Repair | 2 per service bay + 1 per 500sf of office & public waiting area |
| Office Business | 3 per 1,000sf GFA |
| Outdoor Entertainment | 2 per 1,000sf of public use area |
| Outdoor Recreation | 2 per 1,000sf of public use area |
| Payday or Title Loan Agency | 3 per 1,000sf GFA |
| Personal Care Establishment | 3 per 1,000sf GFA |
| Restaurant | 1 per 60sf of public ~~seating~~ area (excluding any outdoor dining area) |
| Restaurant, Carry-Out | 3 per 1,000sf GFA |
| Bakery | 3 per 1,000sf GFA |
| Restaurant with Drive Through | 1 per 60sf of public area (excluding any outdoor dining area) |
| Retail Goods Establishment (All Categories) | 3 per 1,000sf GFA |
| Smoke or Tobacco Shop | 3 per 1,000sf GFA |
| Smoking Lounge | 3 per 1,000sf GFA |
| Special Event Space~~Banquet Hall~~ | 1 per 60sf of public area<br>~~1 per 4 seats (based on maximum capacity) + 1 per 2 employees (based on largest shift)~~<br>All parking must be provided ~~on~~ on-site. |
| ~~Tattoo Parlor~~ | ~~3 per 1,000sf GFA~~ |
| Video Gaming with Full-Service Restaurant | 1 per 60sf of public area |

***

**SECTION 8: Code Amendments.** Section 16.3 (Nonconforming Use) of the Zoning Code is amended at subsection G. to read in its entirety as follows:

**16.3 NONCONFORMING USE**

***

**G. Discontinuation or Abandonment**

~~1.~~ If a nonconforming use is discontinued, or the structure that it occupies becomes vacant and/or remains unoccupied by the occupants who operated the nonconforming use for a continuous period of one-hundred eighty (180) days for nonconforming non-residential uses and three-hundred sixty-five (365) days for residential uses, such use at the location shall be deemed to be abandoned and ~~except in cases where the application of this subsection is waived pursuant to~~

~~subsection 2 below,~~ shall not be reestablished or resumed regardless of the intent to resume or to continue the use. When determining abandonment of a residential use in the residential zoning districts, the Zoning Administrator shall take into consideration factors such as active rental/leasing and sales efforts, active maintenance of the structure, continued utility services, rehabilitation activities, continued weatherproofing of the structure, and similar efforts in determining whether the structure is in active use and therefore would not be considered abandoned. Any subsequent use or occupancy of such land or structure shall comply with all regulations of the zoning district in which such land or structure is located. The period of such discontinuance caused by government action or acts of God shall not be included in calculating the length of discontinuance for this section.

~~**2.** A party with an interest in a property may request a waiver of the application of subsection (G)(1) above, by submitting a request for a nonconforming use reestablishment waiver to the Zoning Administrator on a form provided by the Village for such purpose.~~

~~**a.** A nonconforming use reestablishment waiver may be issued by the Zoning Administrator in circumstances where an applicant is able to establish, to the reasonable satisfaction of the Zoning Administrator, either of the following:~~

~~**i.** The property has been the subject of a foreclosure proceeding or other litigation or court action and such action directly or indirectly resulted in the discontinuation of the nonconforming use or vacancy and unoccupied status of the property; OR~~

~~**ii.** Some other circumstance exists or existed that establishes to the reasonable satisfaction of the Zoning Administrator that the discontinuation of the nonconforming use or vacancy and unoccupied status of the property was caused by economic or other extenuating circumstances rather than an affirmative intent to discontinue or abandon the nonconforming use.~~

~~In addition, an applicant must also establish, to the reasonable satisfaction of the Zoning Administrator, all of the following:~~

~~**b.** A new owner now desires to reestablish the same or a substantially similar nonconforming use; and~~

~~**c.** The real estate property taxes on the property that is the subject of the request are not delinquent, and no water bills, liens, fees or penalties are owed to the Village or other taxing authority by the applicant or on the property; and~~

~~**d.** The structure or portion of a structure on the property that is proposed to be used for the reestablished nonconforming use was the same structure or portion of a structure or property that was previously used for the nonconforming use; and~~

~~**e.** The structure or portion of the structure on the property that is proposed to be used for the reestablished non-conforming use was designed for such nonconforming use (i.e. two-family residence in single-family zoning district, or first floor of a two-family residence in a commercial zoning district that does not allow residential uses on the first-floor); and~~

~~**f.** The use proposed to be reestablished is verified as a previous legal nonconforming use by a Zoning Certificate, past permits or other documentation either submitted by the applicant or on file with the Village. In all cases, the burden of establishing the legality of a nonconformity is on the applicant. A structure designed for a nonconforming use that was erected or altered for a use in violation of the provisions of the Zoning Ordinance or previous zoning ordinances (i.e. single-family residence illegally converted to multifamily) shall not be eligible for a reestablishment waiver, but must instead be de-converted and any subsequent use or occupancy of such land or structure shall comply with all regulations of the zoning district in which such land or structure is located.~~

~~The Zoning Administrator shall review a written request for a nonconforming use reestablishment waiver and shall render a decision in writing within thirty (30) days. Documentation sufficient to establish the above must be provided by an applicant. The Zoning Administrator shall have the ability to request additional information prior to rendering a decision on a waiver request, and the time period of time between such a request and the submittal by an applicant of the requested documentation shall not count towards the thirty (30) days. An applicant may appeal the Zoning Administrator's decision to the Plan Commission/Zoning Board of Appeals pursuant to Section 4.10.~~

**SECTION 9: Code Amendments.** Section 17.4 (Generic Use Definitions) of the Zoning Code is amended by amending or deleting certain existing definitions, and adding certain new definitions in their proper alphabetical location (only affected definitions are listed), to read in their entirety as follows:

**17.4 GENERIC USE DEFINITIONS**

***

~~**Banquet Hall.** An establishment which is rented by individuals or groups to accommodate private functions, such as banquets, weddings, anniversaries and other similar celebrations. Such use may or may not include: kitchen facilities for the preparation or catering of food; the sale of alcoholic beverages for on-premises consumption only during scheduled events and not open to the general public; and/or outdoor gardens or reception facilities.~~

**Body Art Establishment.** An establishment that offers tattooing services, body piercing, and/or non-medical body modification. "Body Art Establishment" does not include an establishment that offers only ear piercing as an ancillary service. "Body Art Establishment" may offer microblading and permanent make-up as an additional service but does not include those establishments which only offer those services, which are considered a "Personal Care Establishment." ~~An establishment whose principal business activity, either in terms of operation or as held out to the public, is the practice of: 1) placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact, scar or puncture the skin; and or 2) creation of an opening in the body of a person for the purpose of inserting jewelry or other decoration (does not include establishments which offer ear piercing as an accessory use).~~

**Commercial Services Establishment.** An establishment or place of business primarily engaged in the provision of frequent or recurrent needed commercial services. Typical uses include, but are not limited to, animal grooming establishments, shoe repair, laundromats, dry cleaners, and tailors. "Commercial

Services Establishment" shall not include any adult uses as defined in Section 17.5 (General Terms Definition) for "Adult Uses." "Commercial Services Establishment" shall not include "Personal Care Establishment."

**Live Entertainment.** A musical, theatrical, dance, cabaret or comedy act performed live by one (1) or more persons. "Live Entertainment" shall not include any adult uses as defined in Section 17.5 (General Terms Definition) for "Adult Uses." ~~A musical, theatrical, dance, cabaret or comedy act performed live by one (1) or more persons. "Restaurants" that regularly host such performances shall be considered "Live Entertainment" uses. Bars that include dancing by patrons and guests are considered "Live Entertainment" uses. A "Live Entertainment" establishment may provide food for consumption on the premises. "Live Entertainment" shall not include any adult uses as defined in Section 17.5 (General Terms Definition) for "Adult Uses."~~

**Personal Care Establishment.** An establishment that provides services and treatments to enhance a client's physical appearance and well-being, staffed by trained professionals that are licensed, certified, and/or accredited including, but not limited to, hairstylists, estheticians, nail technicians, and massage therapists. This use includes, but is not limited to, beauty shops, barbershops, tanning salons, nail salons, esthetician, skin care, and cosmetology services, electrology, microblading and permanent make-up, massage, and body contouring services. "Personal Care Establishment" does not include any medically invasive procedures. A "Personal Care Establishment" includes facilities such as self-care establishments and incubator spaces where spaces and/or seats may be rented or leased to multiple licensed, certified, and/or accredited professionals that provide different personal care services.

~~**Personal Services Establishment.** An establishment or place of business primarily engaged in the provision of frequent or recurrent needed services of a personal nature. Typical uses include, but are not limited to, beauty shops, barbershops, tanning salons, animal grooming establishments, massage parlors, shoe repair, laundromats, dry cleaners and tailors. "Personal Services Establishment" shall not include any adult uses as defined in Section 17.5 (General Terms Definition) for "Adult Uses."~~

**Restaurant.** A structure in which the principal use is the preparation and sale of food and beverages for consumption on the premises or for carry-out. A "Restaurant" with scheduled musical performances requires a Live ~~Music~~Entertainment Permit from the Village. ~~A structure in which the principal use is the preparation and sale of food and beverages for consumption on the premises or for carry-out. "Restaurant" shall not include accessory restaurants, snack bars or refreshment stands accessory to "Indoor or Outdoor Entertainment" and "Indoor or Outdoor Recreation." A "Restaurant" with regular live performances (music, theater, etc.) shall be considered "Live Entertainment."~~

**Restaurant, Drive-Through.** A structure in which the principal use is the preparation and sale of food and beverages for consumption on the premises or for carry-out and includes a drive-through facility. A drive through restaurant may or may not include indoor seating for consumption on the premises.

**Retail Goods Establishment**. A commercial enterprise that provides physical goods, products, or merchandise directly to the consumer, where such goods are typically available for immediate purchase and removal from the premises by the purchaser. Such establishments do not include other retail uses separately defined herein. "Retail Goods Establishment" shall not include any adult uses or "Smoke or Tobacco Shop." This definition distinguishes "Retail Goods Establishment" in three categories:

1. **Retail Goods Establishment - No Sales of Alcohol or Tobacco.** A retail goods establishment with

no minimum gross floor area requirement that does not sell any alcohol or tobacco/hemp products.

2. **Retail Goods Establishment with Sales of Beer, Wine, and Tobacco – Minimum 3,200sf in Gross Floor Area or More Required.** A retail goods establishment permitted to sell beer, wine, and similar alcohol products as well as tobacco/hemp products where the gross floor area of the establishment is a minimum of three-thousand two-hundred (3,200) square feet in area. Establishments less than ten-thousand (10,000) square feet in gross floor area are not permitted to sell liquor/spirits package goods.

3. **Retail Goods Establishment with Sales of Liquor/Spirits Package Goods – Minimum 10,000sf in Gross Floor Area or More Required.** A retail goods establishment permitted to sell liquor/spirits package goods where the gross floor area of the establishment is a minimum of ten-thousand (10,000) square feet in gross floor area. Such establishments are also permitted to sell beer, wine, and similar alcohol products as well as tobacco/hemp products.

~~A commercial enterprise that provides physical goods, products or merchandise directly to the consumer, where such goods are typically available for immediate purchase and removal from the premises by the purchaser. Such establishments do not include 'Convenience Stores' or other retail uses separately defined herein. "Retail Goods Establishment" shall not include any adult uses.~~

**Smoke or Tobacco Shop.** An establishment that specializes in the sale of tobacco/hemp products and smoking paraphernalia. Such establishments typically sell items such as cigarettes, cigars, pipes, hookahs, and electronic cigarettes/vapes. A "Smoke or Tobacco Shop" may also sell items typically related to tobacco/hemp product consumption, defined as smoking paraphernalia within this Ordinance. This does not include medical or recreational cannabis as authorized by this Ordinance.

**Smoking Lounge.** An establishment engaged in the sale of tobacco/hemp products, as defined in this Ordinance, and similar products for on-site consumption. "Smoking Lounge" includes, but is not limited to, establishments known variously as cigar lounges, hookah lounges, vape lounges, tobacco clubs, tobacco bars, etc.

**Special Event Space.** An establishment which is rented by individuals or groups to accommodate private functions and events such as fundraisers, banquets, weddings, anniversaries, and other similar celebrations.

**Video Gaming within Full-Service Restaurant.** A full service restaurant that includes electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including, but not limited to video poker, line up, and blackjack, as authorized by the Illinois Gaming Board, utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash.

**SECTION 10: Code Amendments.** Section 17.5 (General Terms Definitions) of the Zoning Code is amended by amending or deleting certain existing definitions, and adding certain new definitions in their proper alphabetical location (only affected definitions are listed), to read in their entirety as follows:

**17.5 GENERAL TERMS DEFINITIONS**

***

**Smoking Paraphernalia.** Any equipment, device, or instrument that is primarily designed or manufactured for the smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body of tobacco/hemp products, as defined in this Ordinance. Items or devices classified as "Smoking Paraphernalia" include, but are not limited to, pipes, bongs, punctured metal bowls, electric pipes, e-cigarettes, e-cigarette juice, buzz bombs, vaporizers, hookahs, and devices for holding burning material. Lighters and matches are excluded from the definition of tobacco paraphernalia.

***

**Tobacco/Hemp Products.** ~~Any product in leaf, flake, plug, liquid, such as e-cigarette liquid, or any other form, containing nicotine, tetrahydrocannabinol, or other products derived from the tobacco or hemp plant. This does not include cannabis as authorized by this Ordinance.~~Any product in leaf, flake, plug, liquid, or any other form, including but not limited to cigarettes, cigars, snuff, smoking tobacco, any liquid nicotine product including but not limited to any flavored liquid nicotine product and/or smokeless tobacco, containing nicotine, tetrahydrocannabinol, or other products derived from the tobacco or hemp plant. The term Tobacco/**Hemp Products** also includes electronic cigarettes, also known as "E-Cigarettes" even if certain e-cigarettes do not contain any tobacco. This does not include medical or recreational cannabis.

**SECTION 11: Approval of Map Amendment and Conditions.** The President and Board of Trustees, after considering and adopting the findings and recommendations of the Plan Commission and other matters properly before it, approve the requested Map Amendment creating an E - Entertainment Overlay District within the Village, with boundaries as shown on the map attached hereto as **Exhibit "E"** and made a part hereof, incorporating the revised boundaries of the E – Entertainment Zoning District as recommended by the Plan Commission.

**SECTION 12: Codifier to Make All Necessary Internal Amendments.** To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections and other text that need to be amended or deleted within the Maywood Code of Ordinances, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

**SECTION 13: Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation.** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. Except as to the Text Amendments set forth above in this Ordinance, all Chapters and Sections of the Zoning Ordinance of the Village of Maywood, as amended, shall remain in full force and effect.

**SECTION 14:** This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by law.

**ADOPTED** this ___ day of _____, 2023, pursuant to a roll call vote as follows:

**AYES:**_____

**NAYS:**_____

**ABSENT:**_____

**APPROVED** by me as Village President, and attested to by the Village Clerk, on the ___ day of _____, 2023.

_____
Nathaniel George Booker, Village President

**ATTEST:**

_____
Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this ___ day of _____, 2023.

_____
Tori Garron, Village Clerk

**EXHIBIT "A"**

**REPORT, FINDINGS OF FACT AND RECOMMENDATION FROM MAYWOOD PLAN COMMISSION/ZONING BOARD OF APPEALS**

**(attached)**

**EXHIBIT "B"**

**MAP SHOWING BOUNDARIES OF THE E – ENTERTAINMENT OVERLAY DISTRICT AS AMENDED BY THE PLAN COMMISSION**

**(attached)**

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

**CLERK'S CERTIFICATE**

I, Tori Garron, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. ____**

**AN ORDINANCE AMENDING THE MAYWOOD ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE VILLAGE RELATIVE TO THE LOCATION, DEVELOPMENT, INSTALLATION, CONSTRUCTION, LICENSING AND OPERATION OF BARBER SHOPS, HAIR SALONS, NAIL SHOPS, LIVE MUSIC PERMITS, POP-UP RETAIL STORES, SPECIAL EVENT SPACES, TOBACCO SHOPS AND FAST-FOOD RESTAURANTS, THE CREATION OF AN ENTERAINMENT OVERLAY DISTRICT, AND TO MAKE VARIOUS OTHER CHANGES**

which Ordinance was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the ___ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of _____, 2023.

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

AYES: _____
NAYS: _____
ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ___ day of _____, 2023.

_____
Gwaine Dianne Williams, Village Clerk

[SEAL]

**FINDINGS OF FACT AND RECOMMENDATIONS OF**
**THE PLAN COMMISSION/ZONING BOARD OF APPEALS OF THE VILLAGE OF MAYWOOD**
**TO THE PRESIDENT AND BOARD OF TRUSTEES**

**Case #23-003**
**May 9, 2023**

**APPLICATION:** **PC/ZBA Case # 23-003 – For certain amendments to the Village of Maywood Zoning Ordinance and Official Zoning Map of the Village. Some of the proposed text amendments are the result of the study regarding the moratorium on certain businesses contained in Ordinance CO-2022-28. Text amendments to numerous sections subject to the moratorium are proposed, including, but not limited to, changes regarding the location, development, installation, construction, licensing and operation of barber shops, hair salons, nail shops, live music permits, pop-up retail stores, special event spaces, tobacco shops and fast-food restaurants in the Village of Maywood. Other additional changes are proposed to sections of the Zoning Ordinance on subjects outside of the moratorium, including, but not limited to, updates and amendments to Table 8.1 (Commercial Districts Permitted and Special Uses), Table 9-1 (Office Park and Manufacturing Zoning Districts Permitted and Special Uses), Section 11.3 (Use Standards), Table 13.1 (Off-Street Parking Requirements), Section 16.3 (Nonconforming Uses) and Section 17 (Definitions). In addition, a map amendment to create an entertainment overlay district is proposed.**

**PROPERTY:** **The Text Amendments have general applicability within the Village. A map of the proposed Entertainment Overlay District is attached.**

**PETITIONER:** **The Village of Maywood**

**SUMMARY OF REQUEST AND RECOMMENDATION:** The Village of Maywood imposed a moratorium on various uses within the Village in order to consider code amendments relative to the various uses. The Plan Commission/Zoning Board of Appeals ("PC/ZBA") then considered text amendments to numerous sections of the Zoning Ordinance, including, but not limited to, changes regarding the location, development, installation, construction, licensing and operation of barber shops, hair salons, nail shops, live music permits, pop-up retail stores, special event spaces, tobacco shops and fast-food restaurants in the Village of Maywood. Other additional changes were proposed to sections of the Zoning Ordinance on subjects outside of the moratorium, including, but not limited to, updates and amendments to Table 8.1 (Commercial Districts Permitted and Special Uses), Table 9-1 (Office Park and Manufacturing Zoning Districts Permitted and Special Uses), Section 11.3 (Use Standards), Table 13.1 (Off-Street Parking Requirements) and Section 17 (Definitions). Collectively, all of the foregoing are the "Proposed Text

Amendments." Finally, the PC/ZBA considered map amendments that would result in the creation of an Entertainment Overlay District (the "Proposed Map Amendments").

Following a public hearing held on April 24, 2023, and then continued to and closed on May 9, 2023, the Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval of the Proposed Text Amendments and Proposed Map Amendments with certain changes on a vote of six (6) in favor and zero (0) opposed.

**BACKGROUND:** The current Zoning Ordinance was adopted in 2010. Various amendments have subsequently been made to the Code from time to time. The current amendments were drafted by the Village's Zoning Consultant, Camiros, at the direction of the Board following imposition of a moratorium on certain uses by the Board of Trustees. The Proposed Map Amendments create an Entertainment Overlay District which will help to focus live entertainment and related uses in a specific area within the Village. The Plan Commission held preliminary discussions regarding the changes, and an open house for affected property owners was held in March, 2023. On April 24, 2023, the PC/ZBA opened the public hearing considering the Proposed Text Amendments and Proposed Map Amendments. After a presentation, questions, discussion and public comment, the hearing was continued to May 9, 2023 at which time it was completed and a recommendation was made.

**PUBLIC HEARING:** The public hearing was opened on April 25, 2023. Arista Strungys of Camiros conducted a presentation on the Proposed Text Amendments and Proposed Map Amendments for the PC/ABA members. She reviewed the various concerns that led to the moratorium, and how the concerns would be addressed by the Proposed Text and Map Amendments.

Commissioners then asked a number of questions regarding both the Proposed Text Amendments and the Proposed Map Amendments. Among the topics discussed were the boundaries of the Entertainment Overlay District and how it would work, distinguishing private event held within a restaurant from special event/banquet hall type spaces, health inspections for special event spaces, restaurant drive-thrus, video gaming in restaurants, and tobacco sale limitations, including how to measure and limit display space, parking for special event spaces, live music as a permitted use within the Live Entertainment District, and whether tobacco shops should be permitted or special uses.

A local business area discussed her proposed spa space within the Village. Another resident, who was a former Village Trustee, offered his perspective and advised the PC/ZBA members to think about unintended consequences of their Proposed Text Amendments. He noted that businesses with drive-thrus are some of the most successful businesses in the Village and warned of potential sales tax losses if those are limited. He also noted that there is a need to create anchors, such as Walgreens, and that businesses like to have competitors close by; spacing can be harmful.

A current Village Trustee spoke and noted that he was concerned about additional red tape. He noted that there was a lot of blight within the Village and not a lot of new economic activity. He noted that there were not a lot of property opportunities within the area of the Proposed Map Amendments and suggested that the area from Quincy to Madison should be added to the proposed Entertainment Overlay District to allow for more opportunity.

At the May 9, 2023, continued hearing, Commissioner Lira participated remotely due to a family emergency, and Commissioner Files was appointed Chair Pro Tem for the evening. The Village's consultant Arista Strungys discussed the various comments and edits proposed at the previous hearing

date. There was extended discussion regarding parking for special event spaces, and special event spaces in general. Live entertainment as a use, and controls on that use, was another subject of discussion.

During the hearing, the PC/ZBA reached consensus on making the following changes to the Proposed Text Amendments:

- Loosening the proposed parking restrictions for special event spaces by allowing both on-street parking and collective parking to be counted, but still requiring all required parking be provided, and that no reductions or parking variations would be allowed;

- Requiring on-site security and on-site managers to be present during events at special event spaces. Those requirements, which are proposed for the business licensing regulations of the Village with cross-references in the Zoning Ordinance, would apply to both new businesses and existing businesses starting with the next business licensing year;

- Requiring all special event spaces to have commercial kitchen facilities;

- Allowing live entertainment as a permitted use in the Entertainment Overlay District (originally proposed as a special use);

- Measuring the percentage of tobacco and tobacco-related sales area by shelf space (including shelves behind the counter) as opposed to floor area as originally proposed;

- Increasing the required distance between smoke or tobacco shops, smoking lounges, and full-service restaurants with video gaming to 1,000 feet instead of the original proposed distance of 500 feet; and

- Expanding the proposed Live Entertainment Overlay District north to 5th and Lake, and south to 5th and Quincy.

Collectively, the foregoing are the "Consensus Edits."

There being no further comment from the public or questions from the Commission, the public hearing was closed.

Exhibits made a part of the record included the Camiros draft, accompanying memo, updated memo following the April 25, 2023 portion of the hearing, Camiros powerpoint as updated on May 9, 2023, and other application materials (**Group Exhibit A**).

**MOTION:** After the public hearing was closed by Chairperson Lira, the Commissioners discussed the proposed text and map amendments.

**Commissioner Lira made a motion to recommend approval of the Proposed Text Amendments and Map Amendment to the Board of Trustees, subject to the Consensus Edits being made. The motion was seconded by Commissioner Campbell.** The motion was carried by roll call vote as follows:

**Ayes: Chairperson Pro Tem Files, Commissioners Dawson, Lira, Ratley, Campbell and Avery.**

**Nays: None**

**6-0 motion carried.**

**FINDINGS:** The PC/ZBA makes the following Findings as to the Proposed Text Amendments:

A. The degree to which the proposed amendment has general applicability within the Village at large and is not intended to benefit specific property. **The Proposed Text Amendments, with the changes made by the PC/ZBA, are for the benefit of the entirety of the Commercial Zoning Districts and Village, as opposed to being for the benefit of any specific property. The Amendments should assist in the revitalization of the affected areas by preventing clustering of certain business types and encouraging the growth of uses that will aid in creating thriving commercial areas.**

B. The consistency of the proposed amendment with the objectives of this Ordinance and the intent of any applicable zoning district regulations. **The Proposed Text Amendments are consistent with the objectives of the Zoning Ordinance, as well as the intent and purpose of the various Commercial Zoning Districts. As noted, the Amendments should assist in the revitalization of the affected areas by preventing clustering of certain business types and encouraging the growth of uses that will aid in creating thriving commercial areas.**

C. The degree, if any, to which the proposed amendment would create nonconformity. **While some nonconformity may be created, the degree to which they are created does not outweigh the general benefits of making the comprehensive, uniform changes in the Proposed Text Amendments.**

The PC/ZBA makes the following Findings as to the Proposed Map Amendments:

A. Existing uses of property within the general area of the property in question. **The Proposed Map Amendments are consistent with the existing uses of property within the general areas of the Proposed Amendments. The Amendments, in some cases, reflect existing, long-standing uses of the various properties, and those uses have, over the years, proved to be consistent with the existing uses in the general area. The purpose of the Proposed Map Amendments, in part, is to create a thriving commercial zone in which live entertainment uses spur other economic growth and accessory type businesses and uses.**

B. The zoning classification of property within the general area of the property in question. **While the properties proposed for inclusion in the Live Entertainment Overlay District have a variety of zoning designations, only properties within the District and presently zoned C-2 Pedestrian-Oriented Commercial Zoning will be subject to the Overlay regulations. The Proposed Amendments will help to further facilitate growth and development consistent with the C-2 commercial nature of the District, while providing extra encouragement through a subset of regulations for live entertainment and its accessory-type uses.**

C. The suitability of the property in question for the uses permitted under the existing zoning classification. **While the properties proposed for inclusion in the Live Entertainment Overlay**

**District have a variety of zoning designations, only properties within the District and presently zoned C-2 Pedestrian-Oriented Commercial Zoning will be subject to the Overlay regulations. The underlying C-2 Zoning Designation will not change. Instead, the properties remain eligible for all current zoning uses and regulations of the C-2 Zoning District except as modified by the Proposed Map and Text Amendments.**

D. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification. **The Proposed Map Amendments involve the creation of a new Live Entertainment Overlay District. The Amendments are consistent with development trends in some areas of the proposed new District, and in others, it is hoped that the creation of the Overlay District will lead to its own trend in the creation of a vibrant entertainment district.**

**RECOMMENDATION:** Based upon the foregoing Findings, the Plan Commission/Zoning Board of Appeals, by a vote of 6-0, recommends to the President and Board of Trustees that it approve the Proposed Text Amendments and the Proposed Map Amendments, with the various Consensus Edits recommended by the PC/ZBA, all as shown in more detail in the Camiros documents and other materials appended hereto as part of **Exhibit 1** to this Findings and Recommendation and made a part hereof.

Signed: _____
Sarah Lira, Chairperson
Plan Commission/Zoning Board of Appeals
Village of Maywood

# DRAFT – 06-20-23

**ORDINANCE NO. CO-2023-_____**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE XI (BUSINESS REGULATIONS) OF THE MAYWOOD VILLAGE CODE RELATIVE TO THE LICENSING AND REGULATION OF VARIOUS USES AND ACTIVITIES, INCLUDING LIVE ENTERTAINMENT, TOBACCO SHOPS, SMOKING LOUNGES, BANQUET HALLS/SPECIAL EVENT SPACES, BYOB REGULATION, AND SALES OF ALCOHOLIC LIQUOR AND TOBACCO**

**WHEREAS**, the Village of Maywood (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII (Local Government), Section 6 (Powers of Home Rule Units) of the Illinois Constitution of 1970, and the applicable provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances pertaining to the public health, safety and welfare, and to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety and welfare of its citizens; and

**WHEREAS**, the Board of Trustees has previously imposed a moratorium on various uses within the Village in order to consider zoning code text amendments relative to the various uses; and

**WHEREAS,** following various public discussions of proposed changes, including input received from a town hall-style meeting, proposed amendments were prepared that addressed the location, development, installation, construction, licensing and operation of various uses, other additional changes to various sections of the Zoning Ordinance on subjects outside of the moratorium, including, but not limited to, updates and amendments to Table 8.1 (Commercial Districts Permitted and Special Uses), Table 9-1 (Office Park and Manufacturing Zoning Districts Permitted and Special Uses), Section 11.3 (Use Standards), Table 13.1 (Off-Street Parking Requirements), Section 16.3 (Non-Conforming Uses) and Section 17 (Definitions). Collectively, all of the foregoing are the "Proposed Text Amendments." Finally, a map amendment that would result in the creation of an Entertainment Overlay District (the "Proposed Map Amendment") was also proposed; and

**WHEREAS,** related changes to the business regulations found in the Village Code on various aspects of the zoning code text amendments (the "Proposed Code Amendments") are also proposed and are the subject of this companion Ordinance to the Ordinance enacting the Proposed Text Amendments and Proposed Map Amendment; and

**WHEREAS,** the President and Board of Trustees of the Village of Maywood approve the Proposed Code Amendments to the Village Code set forth below, and find the adoption of the Proposed Code Amendments to be in the best interests of the Village.

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

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

**SECTION 2: Code Amendments.** The list of business license fees found in Title XI (Business Regulations), Chapter 110 (Business Licenses), Section 110.13 (Fees), subsection (B)(3) of the Maywood Village Code is amended to add the following new fees, in their proper alphabetical location, as follows:

Live Entertainment:
- Single event license (max. of two (2) per year) - $200
- Up to ten (10) events per year - $500
- Up to the maximum allowed twenty (20) events per year - $1,000

Smoking Lounge 500

Tobacco Shop 500

**SECTION 3: Code Amendments.** Section 111.36 (Reserved) of Title XI (Business Regulations), Chapter 111 (General Business Regulations) of the Maywood Municipal Code is amended to read in its entirety as follows:

**§ 111.36 LIVE ENTERTAINMENT LICENSE ~~(RESERVED)~~.**

**(A) PURPOSE AND DEFINITION.** It is recognized that noise generated by live music or similar live entertainment events, whatever the duration, may negatively impact and create a hazard to the public health, safety and welfare of nearby residents, businesses and the general public, and that it is therefore necessary to place reasonable regulations on such entertainment events through adoption of a licensing system that balances the interests of all parties. For purposes of this chapter, "live entertainment" shall mean a musical, DJ, theatrical, dance, cabaret, comedy or similar act performed live (or in the case of a DJ, playing recorded music), by one (1) or more persons for the purpose of entertaining customers. A Live Entertainment license is secondary to the principal business uses of a location, including a restaurant or special event space. A charge or fee may or may not be charged at the business with a secondary license for Live Entertainment.

**(B) ELIGIBILITY.** Live entertainment licenses may be issued accessory to the operation of a restaurant, special event space or other establishment within the village's business districts in conjunction with the requirements and regulations set forth in this section, chapter 110 of this Code, and the Village's Zoning Code.

**(C) GENERAL REGULATIONS.**

(1) Any restaurant, special event space or other establishment desiring to hold live entertainment events as part of its operations shall apply for and obtain an accessory live entertainment license from the village. Except as part of a special event approved by the village, no live entertainment events may be held at a restaurant, special event space or other

establishment within the business districts of the village except upon issuance of an accessory live entertainment license and in full compliance with this section.

(2) All live entertainment events, regardless of whether an accessory live entertainment license is issued or required, must comply with state law and this code, including, but not limited to, the regulations set forth in this chapter, and the noise regulations set forth in sections 92.30 and 130.21 of this code.

(3) Live entertainment events must end no later than one hour prior to closing each day or, where the licensed establishment holds a liquor license, one hour prior to the time liquor can no longer be served each day, whichever is earlier, or as otherwise specified in a license issued.

(4) Live entertainment events must be conducted in a manner that respects the comfort, convenience, safety, health and welfare of nearby residents, businesses and/or the general public.

(5) Unless otherwise specifically approved by the Village, live entertainment events shall occur indoors, and, with the exception of persons entering or leaving the premises, the doors and windows of the establishment must remain closed at all times while live entertainment events are taking place.

(6) Unless otherwise specifically approved by the Village, no speakers for listening to live entertainment events taking place inside may be placed in the outdoor area or on the exterior of the premises.

(7) The fee for a live entertainment license shall be as set forth in Section 110.13 of this Code.

(8) The Director of Code Enforcement and the Fire Chief may cause such investigation to be made as in their judgment is deemed necessary for the purpose of determining whether the premises occupied by the applicant for a license under this section comply with the Village ordinances relating to health, safety and sanitation so as to properly safeguard the lives and health of the employees engaged and patrons enjoying live entertainment therein; and if from such investigation, they find that such applicant has failed to comply with the fire prevention, sanitary and health regulations of the Village, or with the general ordinances thereof relating to such business, they shall immediately report the same in writing to the Village President who shall refuse to issue such license.

**(D) PROCEDURE.**

(1) Applications: Applicants for accessory live entertainment licenses are required to submit the following:

a. A completed application on a form provided by the village, which shall include the anticipated number of live entertainment events per year, the hours during which live entertainment will generally take place, and a description of the nature of the live entertainment generally proposed to be provided;

b. An accessory live entertainment license fee as determined by the village from time to time and as set forth in Section 110.13 of this Code;

c. A site plan drawn to accurately illustrate the stage or other area where live entertainment will take place on the premises and the location of any amplifiers or speakers; and

d. Any other information or materials required to be provided by the village.

(2) Review: Once a completed application has been received by the village, the application shall be reviewed by the village manager and, if deemed necessary, the applicant may be required to consult with the village manager, building department, the village's fire chief and/or fire inspector, or other officials or designees regarding appropriate plans for the live entertainment.

(3) Decisions: License decisions shall be made within five (5) business days of submittal or receipt of any additional items requested by the village and/or the completion of any consultations with staff deemed necessary by the village.

(4) Fire prevention and health requirements. The Director of Code Enforcement and the Fire Chief may cause such investigation to be made as in their judgment is deemed necessary for the purpose of determining whether the premises occupied by the applicant for a license under this section comply with the Village ordinances relating to health, safety and sanitation so as to properly safeguard the lives and health of the employees engaged and patrons enjoying live entertainment therein; and if from such investigation, they find that such applicant has failed to comply with the fire prevention, sanitary and health regulations of the Village, or with the general ordinances thereof relating to such business, they shall immediately report the same in writing to the Village Manager who shall refuse to issue such license.

(5) Denial: License applications may be denied by the village manager in cases where:

a. The application is incomplete or otherwise deficient;

b. The property or business owner is delinquent on any fees, fines, penalties or delinquencies he or she owes to the village (and no appeal has been filed); or

c. The village manager makes a determination, based on tangible evidence, that allowing the live music or entertainment would adversely affect the comfort, convenience, safety, health and welfare of nearby residents, businesses and/or the general public. Factors that the village manager may consider in making a determination under this subsection include:

(i) The anticipated volume of the live entertainment;

(ii) The proposed times during which the proposed live entertainment shall be provided;

(iii) The location of the establishment in relation to residential areas and other commercial establishments;

(iv) A history of complaints, citations and/or violations of the village's noise regulations or other code violations relative to the requesting establishment; and/or

(v) Other factors associated with public health and welfare, security and safety of the event participants, nearby residents or businesses, and the general public, including, but not limited to, parking, traffic congestion, and security and public safety.

(6) Conditions: In addition to all conditions and requirements set forth in this chapter, the village manager may attach such conditions to a live music or entertainment license as are deemed necessary to balance the interests of the public with the holding of live music or entertainment events within the village. Failure to comply with all conditions set forth in a live music or entertainment license is a violation of this section.

(7) Appeal: The village manager's decision on a license application or imposition of particular conditions may be appealed by the applicant to the village board of trustees by submitting a written request to appeal to the office of the village clerk within five (5) days of notification of the denial or license conditions. An appeal shall be considered at the next regular meeting of the board of trustees or at such other time deemed appropriate by the board of trustees. On appeal, the board of trustees may affirm, reverse or modify the ruling of the village manager.

(8) Renewals: Annual license renewals, provided no or minimal changes are requested and there has been no history of violations of the noise regulations or other village codes and ordinances during the preceding year, may be approved upon request for renewal on a form provided by the village and payment of the annual license fee.

(9) Modifications, Suspensions And Revocations:

a. Licenses issued under this chapter are subject to suspension, modification or revocation at any time after issuance by the village manager. Notice of a possible license suspension, modification or revocation and the basis therefor shall be mailed to the licensee, addressed to him or her at his or her last known place of business. A licensee shall have ten (10) days from the date of the notice to request a hearing before the village manager or his or her designee.

b. If the licensee fails to request a hearing, or requests a hearing and the village manager determines after a hearing that either: a) the holding of live music and entertainment events at a licensed establishment has been consistently detrimental to the health, safety or general welfare of persons residing or working near the establishment holding the live entertainment events; b) there are violations of any license conditions or the requirements of this chapter; c) the licensed establishment has failed to timely pay any fees, fines, penalties or delinquencies owed to the village; or d) other good cause for suspension, modification or revocation of a license exists, he or she may, in his or her discretion and without further notice, take action to suspend the license for a specified period of time, modify any conditions of the license or impose new conditions, including imposition of a probationary period, or revoke the license. Any three (3) findings of guilt in a twelve (12) month period on citations issued for violations of the village's noise regulations set forth in sections 92.30 and 130.21 of this code shall constitute prima facie evidence that the holding of live entertainment events at said licensed establishment is detrimental to the health, safety or general welfare of persons residing or working near the establishment.

c. The decision of the village manager following a hearing is appealable to the board of trustees by the licensee in the same manner as an initial license decision by the village manager. No appeal on the substance of a decision may be taken from a decision of the village manager where a licensee failed to request or attend a hearing.

**(E) PENALTIES.**

(1) Any person or entity violating or found liable under any of the provisions of this chapter, including, but not limited to, a failure to obtain a live entertainment license, or a violation of any conditions set forth in a live entertainment license, shall be subject to a penalty of not less than seventy five dollars ($75.00) nor more than seven hundred fifty dollars ($750.00) for a first violation within the past twelve (12) months, not less than one hundred fifty dollars ($150.00) nor more than seven hundred fifty dollars ($750.00) for a second violation within the past twelve (12) months, and not less than three hundred dollars ($300.00) nor more than seven hundred fifty dollars ($750.00) for a third or subsequent offense within the past twelve (12) months. A separate offense shall be deemed committed with each recurrence of a violation of the provisions of this chapter.

(2) In addition, the appropriate authorities of the village may take such other action as they deem proper to enforce the terms and conditions of this chapter, including, without limitation, an action in equity to compel compliance with its terms.

**SECTION 4: Code Amendments.** The list of definitions found in Title XI (Business Regulations), Chapter 116 (Tobacco), Section 116.02 (Definitions) of the Maywood Village Code is amended to add the following new definitions, in their proper alphabetical location, to read in their entirety as follows:

**§ 116.02 DEFINITIONS.**

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***

***SMOKING LOUNGE.*** See definition in Section 17.4 (Generic Use Definitions) of the Zoning Ordinance.

***SMOKING PARAPHERNALIA.*** Any equipment, device, or instrument that is primarily designed or manufactured for smoking, chewing, absorbing, dissolving, inhaling, snorting sniffing or ingesting by any other means into the body of tobacco/hemp products as defined herein. Items or devices classified as "Smoking Paraphernalia" include, but are not limited to, pipes, bongs, punctured metal bowls, electric pipes, e-cigarettes, e-cigarette juice, buzz bombs, vaporizers, hookahs, and devices for holding burning material. Lighters and matches are excluded from the definition of smoking paraphernalia.

***SMOKE OR TOBACCO SHOP.*** See definition in Section 17.4 (Generic Use Definitions) of the Zoning Ordinance.

***

***TOBACCO/HEMP PRODUCTS.*** Any ~~substance containing tobacco/hemp leaf~~product in leaf, flake, plug, liquid, or any other form, including but not limited to cigarettes, cigars, snuff, smoking tobacco, any liquid nicotine product including but not limited to any flavored liquid nicotine product and/or smokeless tobacco, containing nicotine, tetrahydrocannabinol, or other products derived from the tobacco or hemp plant. The term **TOBACCO/HEMP PRODUCTS** also includes electronic cigarettes, also known as "E-Cigarettes" even if certain e-cigarettes do not contain any tobacco. This does not include medical or recreational cannabis.

***

**SECTION 5: Code Amendments.** Section 116.05 (License Fee) of Title XI (Business Regulations), Chapter 116 (Tobacco) of the Maywood Municipal Code is amended to read in its entirety as follows:

**§ 116.05 LICENSE FEE; LICENSE LIMITATIONS.**

(A) The annual license fee for a retail tobacco dealer's license, tobacco shop and smoking lounge shall be as set forth in § 110.13 (cigarettes/tobacco dealer, tobacco shop and smoking lounge) of this Code.

(B) The licensing period relative to the annual license fee shall commence on the first day of each year and shall expire on December 31 following the date of issuance.

(C) The number of licenses for certain types of businesses shall be capped as follows:

(1) No more than two (2) licenses to engage in the business of a Tobacco Shop shall be active any one time; and

(2) No more than six (6) licenses to engage in the business of a Smoking Lounge shall be active at any one time.

**SECTION 6: Code Amendments.** Section 116.07 (Display and Storage of Tobacco Products) of Title XI (Business Regulations), Chapter 116 (Tobacco) of the Maywood Municipal Code is amended to read in its entirety as follows:

**§ 116.07 DISPLAY AND STORAGE OF TOBACCO PRODUCTS.**

No cigarettes, smokeless tobacco products or other tobacco products to be sold by a retailer of tobacco products, as licensed by the Village under this chapter and § 111.31(A) of this Code, may be displayed for sale or stored other than in a secure area. For purposes of this section, a SECURE AREA shall mean an area behind the register counter of the retail establishment that is not accessible to consumers. See Section 11.3 (Generic Use Standards) at subsection J. for certain tobacco product display limitations specific to gas stations.

**SECTION 7: Code Amendments.** Section 116.08 (Regulations on Sales or Distribution of Tobacco Products) of Title XI (Business Regulations), Chapter 116 (Tobacco) of the Maywood Municipal Code is amended to read in its entirety as follows:

**§ 116.08 REGULATIONS ON SALES OR DISTRIBUTION OF TOBACCO PRODUCTS.**

(E) *Prohibited locations.* It shall be unlawful for any person to sell, offer for sale, give away or deliver tobacco products within 500 feet of any school, child care facility or other building or location used for educational or recreational programs or activities for persons under the age of 18 years, including but not limited to parks and dedicated open spaces, forest preserves, and the Illinois Prairie Path. The distance requirement in this division (E) shall be measured from the center of the person's business location to the ~~center of~~:

(1) ~~The~~ Center of the school building, educational or recreational building or child care facility; ~~or~~

(2) ~~The~~ Center of the lot used or maintained for educational or recreational programs; or

(3) The closest edge of the park, dedicated open space, forest preserve or Illinois Prairie Path.

This prohibition shall not apply to those businesses engaged in the retail sale of tobacco products at a location that would otherwise be prohibited by this division that were in existence prior to the

enactment of this division. This exemption shall apply to any new owner at the same location providing the same service.

**§ 117.01 DEFINITIONS.**

All words and phrases used in this chapter which are defined in an act entitled "An Act Relating to Alcoholic Liquors," approved January 31, 1934, as amended (235 ILCS 5), except as hereinafter modified or supplemented, shall have the meaning accorded to such words and phrases in said Act.

***

***SPECIAL EVENT SPACE***. An establishment which is rented by individuals or groups to accommodate private functions and events such as fundraisers, banquets, weddings, anniversaries, and other similar celebrations. ~~BANQUET FACILITIES. Dining facilities within a building ("banquet hall") or within a room that holds more than ten seated patrons that is separated temporarily or permanently from the main dining area(s) located in a restaurant ("banquet room") where the retail sale of alcoholic liquors for consumption on-premises is allowed in conjunction with the service and consumption of complete meals as part of breakfast/lunch/dinner service, buffets, brunches or holiday meal events, parties, weddings, music performance events and other similar functions that are either closed to the public or open to the public and where a per-patron food and beverage fee, an entry fee or a donation may be charged to attend, provided that the fee charged does not violate the provisions of § 117.60 (Happy Hours Prohibited) below. BANQUET FACILITIES~~SPECIAL EVENT SPACES shall have on-premises a full kitchen for preparation of complete meals or a limited kitchen (e.g., hot plates, small ovens, small deep fryers, microwaves, refrigerators and coolers. etc.) for preparation of a limited food menu (e.g., appetizers, salads, sandwiches, hamburgers, chicken wings, tacos and other casual dining fare). For its private breakfast/lunch/dinner service, buffets, brunches or holiday meal events, parties, weddings, live ~~music performance~~entertainment events and other similar functions, ~~BANQUET FACILITIES~~SPECIAL EVENT SPACE owners, who hold a valid Class F liquor license, may offer and serve meals prepared on-site for consumption or may arrange for meals to be prepared off-site by other restaurants or food trucks or caterers and served and consumed on premises. No alcoholic liquor can be sold, served or consumed on the licensed premises as part of the ~~BANQUET FACILITIES~~SPECIAL EVENT SPACE operation, if the on-site kitchen is not open and serving complete meals or if meals are not otherwise being served or available to be served on the licensed premises by a restaurant or a food truck or a caterer. Consumption of alcohol liquor shall only be allowed where the patron has ordered and is waiting for food or is in the process of consuming food. ~~Live music performance events include performances by singers, musicians, bands and DJs who perform live music or recorded music.~~

***~~BANQUET FACILITIES~~SPECIAL EVENT SPACE/OUTDOOR LIQUOR CAFÉ***. ~~BANQUET FACILITIES~~SPECIAL EVENT SPACE owners, who hold a valid Class F liquor license, may apply for and hold a Subclass F-2 (Banquet Facilities/Outdoor Liquor Café) Liquor License Designation, as regulated in § 117.23(F) below, for purposes of operating an outdoor liquor café at the ~~banquet hall~~special event space location and may offer within the outdoor liquor café premises breakfast/lunch/dinner service, buffets, brunches or holiday meal events, parties, music performance events and other similar functions that are either closed to the public or open to the public and where a per-patron food and beverage fee, an entry fee or a donation may be charged to attend, provided that the fee charged does not violate the provisions of § 117.60 (Happy Hours Prohibited) below. No alcoholic liquor can be sold, served or consumed on the licensed premises as part of the outdoor liquor café operation, if the on-site kitchen is not open and serving complete meals or if meals are not otherwise being served or available to be

served on the licensed premises by another restaurant or a food truck or a caterer. Consumption of alcohol liquor shall only be allowed where the patron has ordered and is waiting for food or is in the process of consuming food. ~~Live music performance events include performances by singers, musicians, bands and DJs who perform live music or recorded music.~~

***~~BANQUET FACILITIES~~SPECIAL EVENT SPACE/RESTAURANT***. ~~BANQUET FACILITIES~~SPECIAL EVENT SPACE owners, who hold a valid Class F liquor license, may apply for and hold a Subclass F-1 (~~Banquet Facilities~~Special Event Space/Restaurant) Liquor License Designation, as regulated in § 117.23(F) below, for the purpose of operating any type of restaurant defined in § 117.01 at the ~~banquet hall~~special event space location and may offer breakfast/lunch/dinner service, buffets, brunches or holiday meal events, parties, music performance events and other similar functions that are either closed to the public or open to the public and where a per-patron food and beverage fee, an entry fee or a donation may be charged to attend, provided that the fee charged does not violate the provisions of § 117.60 (Happy Hours Prohibited) below. No alcoholic liquor can be sold, served or consumed on the licensed premises as part of the restaurant operation, if the on-site kitchen is not open and serving complete meals or if meals are not otherwise being served or available to be served on the licensed premises by another restaurant or a food truck or a caterer. Consumption of alcohol liquor shall only be allowed where the patron has ordered and is waiting for food or is in the process of consuming food. ~~Live music performance events include performances by singers, musicians, bands and DJs who perform live music or recorded music.~~

***

***RESTAURANT.*** Any public place which has a dining area for patrons to eat meals and that is kept, used, maintained, advertised and held out to the public as a place where complete meals are served, and where such meals are actually and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. The term COMPLETE MEALS, as used in this chapter, shall mean the wide variety of foods from all major food groups, including the availability of multiple, distinct types of entrees, side dishes and desserts, that are customarily listed on banquet, buffet, breakfast, brunch, lunch and/or dinner menus. The mere availability and service at any premises of hot dogs, hamburgers, sandwiches, hors d'oeuvres, snacks such as ice cream, chips, pretzels or other similar foods will not, standing alone, constitute the service of complete meals and shall not be deemed sufficient to constitute such premises as a restaurant within the meaning of this chapter. It is the intent of this chapter that the sole business conducted on premises to be licensed as ~~banquet facilities~~special event spaces, outdoor liquor cafes or restaurants under this chapter shall be the service of complete meals, as the term is commonly understood, with such meals being listed in banquet, buffet, breakfast, brunch, lunch and/or dinner menus and as further defined herein. Without limiting the generality of the foregoing, the service of complete meals does not include service of food by luncheonettes, ice cream shops, pubs, coffee shops, drive-ins, or self-service and/or carryout establishments. A fast food restaurant is not a premises to be licensed as a restaurant hereunder. On its premises, a restaurant owner may also operate a ~~BANQUET FACILITIES~~SPECIAL EVENT SPACE operation as defined in § 117.01 (Definitions), but in order to serve alcoholic liquor as part of the ~~BANQUET FACILITIES~~SPECIAL EVENT SPACE operation, the restaurant owner shall be required to apply for, receive and maintain a Class "F" (BANQUET FACILITIES) liquor license and a Subclass F-l (~~BANQUET FACILITIES~~SPECIAL EVENT SPACE /LIMITED RESTAURANT) Liquor License Designation as set forth in this chapter.

**SECTION 8: Code Amendments.** Subsection (F) of Section 117.23 (Classifications; Fees; Number of Licenses) of Chapter 117 (Alcoholic Beverages) of Title XI (Business Regulations) of the Maywood Village Code is amended to read in its entirety as follows:

**§ 117.23 CLASSIFICATIONS; FEES; NUMBER OF LICENSES.**

There shall be the following classes of licenses with an annual license fee as indicated.

***

(F) Class F (~~banquet facilities~~special event space) license .

(1) There shall be licenses available for the retail sale of alcoholic liquor for consumption on the premises in conjunction with the service and consumption of complete meals only by corporations or individuals who operate ~~banquet facilities~~special event spaces.

(2) ~~Banquet facilities~~special event spaces are defined in § 117.01 (Definitions) above.

(3) Class F licensees may serve and allow consumption of alcoholic liquor only at those functions during the time period when the licensee or other food provider for the function is also serving meals. The service and consumption of alcoholic liquor by a Class F licensee shall at all times be incidental or complementary to the service of meals, and if the kitchen is closed or no meals are being served or available to be served, then no alcoholic liquor can be sold, served or consumed on the licensed premises.

(4) Alcoholic liquor may be served by the licensee or his/her/its agents or wait staff or from one more temporary patron bars or from a temporary patron bar or service bar.

(5) The annual fee for a Class F license shall be:

(a) Regular closing hours - $1,000.

(b) Extended closing hours - $1,300.

(6) Compliance with the hours of operation requirements of § 117.41 below.

(7) Compliance with the beverage alcohol sellers and servers education and training (BASSET) requirements of § 117.28 below.

(8) Compliance with the insurance and indemnification requirements of § 117.57 below, as applicable.

(9) Live ~~music performance~~entertainment events shall be subject to the f~~ollowing~~ regulations and permitting requirements set forth in Section 111.36 of this Code.~~:~~

~~(a) For live music performance events conducted indoors or outdoors, the Class F licensee must submit a written application with a site plan and an operations plan and receive either a temporary use permit or an updated temporary use permit issued by the Director of Community Development Department. The application for a temporary use permit or an updated temporary use permit will be approved within ten business days by the Director of Community Development Department if the following submittals are provided and those submittals show compliance with divisions (F)(9)(b),(c),(g) and (h) below: a brief narrative of the typical size and types of live music performance event(s) proposed (e.g., maximum number of musicians per act and type of instruments and equipment to be played or used), the days per the week that live music performance events will be offered, the hours per day that live music performance events will be performed, the proposed on-premises location(s) of the live music performance events, including size and placement of any stage(s) or performance area(s) (e.g., standing or seating areas for the musician(s) and placement of equipment and speakers), changes to the patron seating due to location(s) of stage area(s) or performance area(s) screening and noise buffering features and whether a cover charge will be charged. The Village may also require any other pertinent information reasonably related to the public health, safety and welfare.~~

~~(b) The performance area(s), stage(s) and equipment staging areas used for live music performance events shall not block fire exits or fire exit access paths nor block pedestrian access to those portions of Village streets, sidewalks or rights-of-way that are open for public use.~~

~~(c) Indoor live music performance events are permitted only during the regular license hours or the extended license hours, as applicable to the Class F licensee, under § 117.41(F)(1) or (2) below. Outdoor live music performance events are permitted only between the hours 11:00 a.m. and 10:30 p.m.~~

~~(d) The proposed stage(s), performance area(s) and equipment and staging area(s) for equipment may be limited by the Village in the temporary use permit based on the size of the room and fire and public safety access considerations.~~

~~(e) Live music performances may not be played at a sound level that causes an excessive noise, which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness (§ 130.21 (Noise) of the Code).~~

~~(f) Live music performance events must be conducted in a manner that respects the comfort, convenience, safety, health and welfare of nearby residents, businesses and/or the general public.~~

~~(g) All live music performance events must comply with the state laws and this Code, including, but not limited to, the regulations set forth in this Chapter and the noise regulations set forth in § 130.21 (Noise) of this Code and all social distancing requirements as prescribed by the Village, the State of Illinois and the Illinois Department of Public Health.~~

~~(h) Any conditions required by the corporate authorities of the Village as part of the approval of an ordinance granting or renewing a Class F license.~~

(10) Subclass F-1 (~~Banquet Facilities~~Special Event Space/Limited Restaurant) Liquor License Designation:

(a) The Subclass F-l designation is an add-on to a Class F license.

(b) Subject to the annual fee discount provided by § 117.26(B) below, the annual fee for the Subclass F-1 designation, which is in addition to the annual fee for the Class F license, shall be:

1. Regular closing hours: $1,250.
2. Extended closing hours: $2,000.

(c) While operating the banquet facilities, the holder of a Subclass F-1 liquor license designation shall comply with all applicable Class F license regulations and all conditions of his/her/its Class F license.

(d) The following regulations shall apply to the operation of the limited restaurant under this Subclass F-1 designation:

1. Retail sale, on the authorized premises, of alcoholic liquor (beer, wine, spirits and other alcoholic liquor) by the drink for consumption only the licensed premises is permitted.

2. Any type of restaurant, including a limited food service restaurant, as defined in § 117.01 (Definitions), may be operated.

3. No alcoholic liquor can be sold, served or consumed on the licensed premises as part of the restaurant operation, if the on-site kitchen is not open and serving complete meals or if meals are not otherwise being served or available to be served on the licensed premises by another restaurant or a food truck or a caterer. Consumption of alcohol liquor shall only be allowed where the patron has ordered and is waiting for food or is in the process of consuming food.

4. A patron bar or a service bar may be located within the licensed premises.

5. Beer, wine and spirits shall not be sold in pitchers.

6. No package sales shall be permitted.

7. Billiards and/or pool tables or mechanical/electrical amusement devices, as defined and regulated in § 114.07 (Coin And Non-Coin Operated Amusement Devices), § 114.08 (Music Devices) and Chapter 125 (Video Gaming) of the Village Code or Illinois state law, shall be permitted on the licensed premises, including sports-related electronic video devices or video simulators and internet music

stations and jukeboxes, provided that the devices or simulators are maintained in a separate area or room from the dining area or bar area, provided the licensee complies with the Village mechanical/electrical amusement device licensing requirements. Video gaming terminals, as regulated by the Illinois Video Gaming Act (235 ILCS 5/6-33) and Chapter 125 (Video Gaming) of this Code, may be operated on the licensed premises, provided the licensee complies with required state and Village licensing requirements.

8. Compliance with the hours of operation requirements of § 117.41 below.

9. Compliance with the beverage alcohol sellers and servers education and training (BASSET) requirements of § 117.28 below.

10. Compliance with the insurance and indemnification requirements of § 117.57 below, as applicable.

11. ~~Live music performance events are allowed, subject to the Class F licensee's compliance with the live music performance event regulations set forth in § 117.23(F)(9) above.~~ Live entertainment events are allowed, subject to the regulations and permitting requirements set forth in Section 111.36 of this Code.

12. All conditions required by the corporate authorities of the Village as part of the approval of an ordinance amending the current Class F license to allow the add-on of the Subclass F-1 designation.

(11) Subclass F-2 (~~Banquet Facilities~~Special Event Space/Outdoor Liquor Café) Liquor License Designation:

(a) The Subclass F-2 designation is an add-on to a Class F license.

(b) Subject to the annual fee discount provided by § 117.26(B) below, if applicable, the annual fee for the Subclass F-2 designation, which is in addition to the annual fee for the Class F license, shall be: $300.

(c) While operating the ~~Banquet Facilities~~Special Event Space facilities, the holder of a Subclass F-2 designation shall comply with all applicable Class F license regulations and all conditions of his/her/its Class F license.

(d) The following regulations shall apply to the operation of the Outdoor Liquor Café under this Subclass F-2 designation:

1. Each of the regulations of § 117.23(J) applicable to outdoor liquor cafes.

2. No alcoholic liquor can be sold, served or consumed on the licensed premises as part of the outdoor liquor café operation, if the on-site kitchen is not open and serving complete meals or if meals are not otherwise being served or available to be served on the licensed premises by another restaurant or a food truck or a caterer. Consumption of alcohol liquor shall only be allowed where the patron has ordered and is waiting for food or is in the process of consuming food.

3. ~~Live music performance events are allowed, subject to the Class F licensee's compliance with the live music performance event regulations set forth in § 117.23(F)(9) above.~~Live entertainment events are allowed, subject to the regulations and permitting requirements set forth in Section 111.36 of this Code.

(e) All conditions required by the corporate authorities of the Village as part of the approval of an ordinance amending the current Class F license to allow the add-on of the Subclass F-2 designation.

**SECTION 9: Code Amendments.** Section 117.23 (Classifications; Fees; Number of Licenses) of Chapter 117 (Alcoholic Beverages) of Title XI (Business Regulations) of the Maywood Village Code is amended by adding new subsection (N) and (O), to read in their entirety as follows:

(N) Class N (BYOB - Corkage License (Beer and Wine Only)) license - Restaurants.

1) A Class N license shall authorize restaurants that do not sell alcoholic beverages to permit consumption of beer and wine only brought onto the premises of a restaurant by an adult patron for personal consumption, including consumption by their adult dining guest(s), subject to all of the following conditions and such other appropriate conditions required by the Local Liquor Control Commissioner and the President and Board of Trustees of the Village in an ordinance approving the creation and issuance of such a liquor license:

    a) Consumption of beer and wine is restricted to the licensed premises. If the restaurant maintains an area for outdoor dining, as defined in Section 17.4 of the Zoning Ordinance of the Village of Maywood, then the licensed premises may include the outdoor dining area as well as the dining area of the restaurant, subject to the approval of Local Liquor Control Commissioner and the Village Board.
    b) The restaurant may charge a corkage fee to the patron.
    c) The sale of beer, wine, spirits and all other types of alcoholic liquor beverages to patrons of the licensed premises shall be prohibited.
    d) No package sales shall be permitted under this License. The retail sale of beer, wine, spirits or other alcoholic beverages (e.g., wine coolers, spirits, prepared mixed drinks, etc.) in single cans or bottles, kegs or pitchers or any other form is prohibited.
    e) The licensee, on-site manager(s) or its BASSET-trained wait staff shall be responsible for opening the beer or wine bottles or containers brought into licensed premises by the patrons and may provide glasses to the patrons as part of the service of the beer or wine to its patrons.
    f) Patrons are prohibited from taking any opened alcoholic beverage outside of the premises, except for a re-corked wine bottle that has been sealed in a carry-out bag in accordance with state law (235 ILCS 5/6-33).
    g) Compliance with the beverage alcohol sellers and servers education and training (BASSET) requirements of § 117.28 below.
    h) Compliance with the hours of operation requirements of § 117.41 below.
    i) Compliance with the insurance and indemnification requirements of § 117.57 below, as applicable.

2) The annual fee for a Class N license shall be:
    a) Regular closing hours, $1,000.
    b) Extended closing hours, $1,300

(O) Class O (BYOB - Corkage License (Beer and Wine Only)) license – Smoking Lounge.

1) A Class O license shall authorize smoking lounges that are not allowed to sell alcoholic beverages to permit consumption of beer and wine only brought onto the premises of a restaurant by an adult patron for personal consumption, including consumption by their adult guest(s), subject to all of the following conditions and such other appropriate conditions required by the Local Liquor Control Commissioner and the President and Board of Trustees of the Village in an ordinance approving the creation and issuance of such a liquor license:

    a) Consumption of beer and wine is restricted to the licensed premises.
    b) The smoking lounge may charge a corkage fee to the patron.
    c) No meal service is required.

d) The sale of beer, wine, spirits and all other types of alcoholic liquor beverages to patrons of the licensed premises shall be prohibited.
e) No package sales shall be permitted under this License. The retail sale of beer, wine, spirits or other alcoholic beverages (e.g., wine coolers, spirits, prepared mixed drinks, etc.) in single cans or bottles, kegs or pitchers or any other form is prohibited.
f) The licensee, on-site manager(s) or its BASSET-trained wait staff shall be responsible for opening the beer or wine bottles or containers brought into licensed premises by the patrons and may provide glasses to the patrons as part of the service of the beer or wine to its patrons.
g) Patrons are prohibited from taking any opened alcoholic beverage outside of the premises, except for a re-corked wine bottle that has been sealed in a carry-out bag in accordance with state law (235 ILCS 5/6-33).
h) Compliance with the beverage alcohol sellers and servers education and training (BASSET) requirements of § 117.28 below.
i) Compliance with the hours of operation requirements of § 117.41 below.
j) Compliance with the insurance and indemnification requirements of § 117.57 below, as applicable.

2) The annual fee for a Class O license shall be:
   a) Regular closing hours, $1,000.
   b) Extended closing hours, $1,300.

**SECTION 10: Code Amendments.** In subsections (F) and (P) of Section 117.41 (Hours of Operation) in Chapter 117 (Alcoholic Beverages) of Title XI (Business Regulations) of the Maywood Village Code, each occurrence of the term "Banquet Facilities" shall be changed to "Special Event Space."

**SECTION 11: Code Amendments.** Subsection (B) of Section 117.44 (Location Restrictions) in Chapter 117 (Alcoholic Beverages) of Title XI (Business Regulations) of the Maywood Village Codeis revised to read in its entirety as follows:

**§ 117.44 LOCATION RESTRICTIONS.**

***

(B) Excluding Class A (full service restaurant) licenses, Class G (restaurant; beer and wine only) licenses, Class H (limited service restaurant; beer and wine only) licenses, Class J (outdoor café license) licenses, Class L (limited service restaurant at a recreational facility) licenses, and Class N (bar and grill) licenses ~~and Class F (banquet facilities) licenses that are to be held by the same liquor licensee, or that are to be held by different corporations where the ownership of the corporations are comprised of at least 50% of the same individuals~~, no license for the sale of alcoholic liquor shall be issued if the premises to be licensed are located within 100 feet of premises for which the same class has already been issued. Excluding Class F (special event facilities) licenses that are to be held by the same liquor licensee, or that are to be held by different corporations where the ownership of the corporations are comprised of at least 50% of the same individuals, no license for the sale of alcoholic liquor shall be issues if the premises to be licensed are located within 500 feet of premises for which a Class F (special event facilities) license has already been issued.

***

**SECTION 12: Codifier to Make All Necessary Internal Amendments.** To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections and other text that need to be amended or deleted within the Maywood Code of Ordinances, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

**SECTION 13: Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation.** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

**SECTION 14: 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 ____ day of _____, 2023, pursuant to a roll call vote as follows:

**AYES:**_____

**NAYS:**_____

**ABSENT:**_____

**APPROVED** by me as Village President, and attested to by the Village Clerk, on the ___ day of _____, 2023.

_____
Nathaniel George Booker, Village President

**ATTEST:**

_____
Tori Garron, Village Clerk

Published by me in pamphlet form this ____ day of _____, 2023.

_____
Tori Garron, Village Clerk

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

**CLERK'S CERTIFICATE**

I, Tori Garron, Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy of the Ordinance now on file in my office, entitled:

**ORDINANCE NO. CO-2023-____**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE XI (BUSINESS REGULATIONS) OF THE MAYWOOD VILLAGE CODE RELATIVE TO THE LICENSING AND REGULATION OF VARIOUS USES AND ACTIVITIES, INCLUDING LIVE ENTERTAINMENT, TOBACCO SHOPS, SMOKING LOUNGES, BANQUET HALLS/SPECIAL EVENT SPACES, BYOB REGULATION, AND SALES OF ALCOHOLIC LIQUOR AND TOBACCO**

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Meeting of the Board of Trustees held on the ____ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ____ day of _____, 2023.

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

**AYES:**_____

**NAYS:**_____

**ABSENT:**_____

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

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the seal of the Village of Maywood, this ____ day of _____, 2023.

_____
Tori Garron, Village Clerk

SEAL