



NOTICE AND AGENDA FOR
COMMITTEE OF THE WHOLE / SPECIAL VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
TUESDAY, AUGUST 8, 2023 AT 7:00 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.org and nkornegay@maywood-il.org and/or faxing to (708) 681-8818.

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, July 11, 2023.** 6
6. **Oaths, Reports, Proclamations, Announcements and Appointments**
7. **COMMITTEE OF THE WHOLE AGENDA ITEMS:**
8. **Finance Management Reports:**
 - A. Financial Analysis for the month ending May 2023. 10
 - B. Financial Report in the amount of \$3,002,004.18. 51
 - C. Warrant List #200540 dated August 2, 2023 in the amount of \$1,852,483.26. 227
9. **Village President's Report**
 - A. Discussion and Consideration for partnering with The Fred Hampton Foundation on 75th Anniversary of Chairman Fred Hampton. 248
 - B. Ordinance Amending Chapter 117 (Alcoholic Beverage), Title XI (Business Regulations) of the Maywood Village Code Regarding Liquor License 250

Transfers. (Ordinance listed below under the Omnibus Portion of the Agenda).

C. Application for a Clas "A-1" (Full Service Restaurant with Video Gaming) Liquor License for S2 Express Grill & Daquiri Bar (AWSB Holdings LLC) at 1001 West Roosevelt Road. See, Memo dated August 2, 2023 from Klein, Thorpe and Jenkins, Ltd. (Ordinance listed below under the Omnibus Port of the Agenda). 320

D. Approval of Quotes issued by Cunningham Recreation - Game Time for the Purchase of Playground Equipment at (a) Lexington Park (Quote #165549-05-01 dated July 21, 2023 in the amount of \$45,054.00); (b) Bataan Park (Quote #165549-05-01 dated June 30, 2023 in the amount of \$46,138.00); (c) Conner-Heise Memorial Park (Quote #165549-05-01 dated July 21, 2023 in the amount of \$49,300.00); and (d) Tot Lot Park (Quote #165549-05-01 dated June 30, 2023 in the amount of \$28,316.00) with Freight Charge of \$2,400.00 and application of Statewide Initiative Funding Credit of \$85,914.33 for a total cost of \$99,780.67. 305

10. Public Comments:

11. Village Manager's Report:

A. Monthly Reports by Village Manager and Department Heads 312

B. Purchase of three (3) Police Interceptor Vehicles from Piemonte Ford, Melrose Park, Illinois in the amount of \$126,927.00 (Bid Waiver Based on Purchasing the Vehicles Under the Illinois State Government Pricing Program Schedule). The funds to purchase these vehicles have been approved as part of the current fiscal budget. See, Village Staff Memo dated August 8, 2023 from Acting Police Chief (Motion listed below under the Omnibus Portion of the Agenda). 314

C. Purchase and installation of new Police Interceptor Vehicle Accessories for two (2) previously purchased vehicles in the amount of \$56,982.00, consisting of computer equipment at a cost of \$30,142.00 from CDS of Springfield, Illinois" and "vehicle lights and safety equipment at a cost of \$26,840.00 from Public Safety Direct of Crestwood, Illinois". The funds to purchase these vehicles have been approved as part of the current fiscal budget. See, Village Staff Memo dated August 8, 2023 from Acting Police Chief (Motion listed below under the Omnibus Portion of the Agenda). 324

D. Purchase of Ammunition from Ray O'Herron Company of Downers Grove, Illinois in the amount of \$12,052.00 for use by the Maywood Police Department. The funds to purchase the ammunition have been approved as part of the current fiscal budget. See, Village Staff Memo dated August 8, 2023 from the Acting Police Chief (Motion listed below under the Omnibus Portion of the Agenda). 331

E. Approval of Secondary Employer Indemnity and Conditions Agreement for Police Department Personnel. See, Village Staff Memo dated August 8, 2023 from the Acting Police Chief (Resolution listed below under the Omnibus Portion of the Agenda). 333

F. Approval of Memo of Understanding (MOU) with Multiple Fire Departments and Fire Protection District of Joint Application for Purchase of New Portable Radios. See, Village Staff Memo dated August 8, 2023 from Fire Chief (Resolution listed below under the Omnibus Portion of the Agenda). 342

G. Approval of a Cook County Class 6(b) Real Estate Tax Incentive for National Cycle for the Properties 1190 South Maywood Drive (PIN 15-15-102-035-0000), 900 South 22nd Avenue (PIN 15-15-102-013-0000) and 900 South 21st Avenue (PIN 15-15-102-015-0000). See, Village Staff Memo dated August 8, 2023 from Director of Community Development (Resolution listed below under the Omnibus Portion of the Agenda). 357

H. Approval of Intergovernmental Agreement with MWRDGC for the 2024 Green Infrastructure Alley Improvements Project and a Professional Services Agreement with Village Engineer Hancock Engineering Company for Engineering Services Regarding the 2024 Green Infrastructure Alley Improvements Project.

See, Memo dated July 20, 2023 from Village Engineer and Memo dated August 2, 2023 from Village Attorney (Resolutions listed below under the Omnibus Portion of the Agenda).

I. Status Report regarding: Proposed Village Code Amendments to Enact Updates to Electric Vehicle Charging Station Zoning Regulations. See, Village Staff Memo dated August 8, 2023 from Director of Community Development. (See, Motion listed below under the Omnibus Portion of the Agenda).

12. Village Attorney Report:

A. Review and Approval of Content Of And/Or Release Of Certain Closed Meeting Minutes Of The Board Of Trustees And The Committee Of The Whole Of The President And Board Of Trustees Of The Village Of Maywood (2023 Half-Year Review). See, Memo dated August 2, 2023 from Klein, Thorpe and Jenkins, Ltd. (Resolution listed below under the Omnibus Portion of the Agenda).

B. Ordinance Amending Section 92.22 (Abatement of Nuisances) of the Maywood Village Code to Reduce the Ten-Day Notice Requirement to a Five-Day Notice. See, Memo dated August 2, 2023 from Klein, Thorpe and Jenkins, Ltd. (Ordinance listed below under the Omnibus Portion of the Agenda).

C. Phase 1 and Phase 2 Park Land Conveyances to Park District. See, Memo dated August 2, 2023 from Klein, Thorpe and Jenkins, Ltd. (For Information Only).

13. Trustee Committee Reports:

A. Community Policing & Public Safety Committee:

1) Purchase of three (3) Police Interceptor Vehicles from Piemonte Ford, Melrose Park, Illinois in the amount of \$126,927.00 (Bid Waiver Based on Vehicle Purchases Under the Illinois State Government Pricing Program Schedule).

2) Purchase and installation of New Police Interceptor Vehicle Accessories for Two (2) Previously Purchased Vehicles, "consisting of computer equipment from CDS of Springfield, Illinois" and "vehicle lights and safety equipment from Public Safety Direct of Crestwood, Illinois".

3) Purchase of Ammunition from Ray O'Herron Company of Downers Grove, Illinois for use by the Maywood Police Department.

4) Secondary Employer Indemnity and Conditions Agreement for Police Department Personnel.

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 \$3,002,004.18.

B. Motion to Approve the Warrant List #200540 dated August 2, 2023 in the amount of \$1,852,483.26.

C. Motion to Waive the Competitive Bidding Process and Approve the Purchase of Three (3) Police Interceptor Vehicles from Piemonte Ford, Melrose Park, Illinois in the amount of \$126,927.00 (Bid Waiver Based on Purchasing the Vehicles Under the Illinois State Government Pricing Program Schedule).

D. Motion to Approve the Purchase and Installation of New Police Interceptor Vehicle Accessories for Two (2) Previously Purchased Maywood Police Department Vehicles in the amount of \$56,982.00, consisting of computer equipment at a cost of \$30,142.00 from CDS of Springfield, Illinois and "vehicle lights and safety equipment at a cost of \$26,840.00 from Public Safety Direct of Crestwood, Illinois".

E. Motion to Approve the Purchase of Ammunition from Ray O'Herron Company of Downers Grove, Illinois in the amount of \$12,052.00 for use by the Maywood Police Department.

F. Motion to Direct the Village Manager and Village Attorney to Proceed with Village Code Amendments to Enact Updates to Electric Vehicle Charging Station Zoning Regulations.

G. Motion to Approve Quotes issued by Cunningham Recreation – Game Time for the Purchase of Playground Equipment at (a) Lexington Park (Quote #165549-05-01 dated July 21, 2023 in the amount of \$45,054.00); (b) Bataan Park (Quote #165549-05-01 dated June 30, 2023 in the amount of \$46,138.00); (c) Conner-Heise Memorial Park (Quote #165549-05-01 dated July 21, 2023 in the amount of \$49,300.00); and (d) Tot Lot Park (Quote #165549-05-01 dated June 30, 2023 in the amount of \$28,316.00) with Freight Charge of \$2,400.00 and application of Statewide Initiative Funding Credit of \$85,914.33 for a total cost of \$99,780.67.

H. RESOLUTION AUTHORIZING AND CONSENTING TO A COOK COUNTY CLASS 6(b) 388 PROPERTY TAX RATE INCENTIVE DESIGNATION FOR THE PROPERTY COMMONLY KNOWN AS 1190 SOUTH MAYWOOD DRIVE (PIN 15-15-102-035-0000), 900 SOUTH 22ND AVENUE (PIN 15-15-102-013-0000) AND 900 SOUTH 21ST AVENUE (PIN 15-15-102-015-0000) (Applicant: WMRE, LLC d/b/a National Cycle, Inc.).

I. RESOLUTION APPROVING THE CONTENT OF AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES OF THE BOARD OF TRUSTEES AND THE COMMITTEE OF THE WHOLE OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD (2023 HALF-YEAR REVIEW).

J. RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH PARTICIPATING REGIONAL FIRE DEPARTMENTS AND FOR PROTECTION DISTRICTS RELATIVE TO THE MULTIPLE FIRE DEPARTMENT JOINT APPLICATION FOR PURCHASE OF NEW PORTABLE RADIOS

K. RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS (COST SHARING FOR GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT).

L. RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES FOR THE 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT, AND FOR THE APPROPRIATION AND EXPENDITURE OF MWRDGC FUNDS AND GENERAL FUNDS TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT.

M. RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND CHIEF OF POLICE TO ENTER INTO SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENTS ON A CASE-BY-CASE BASIS AND APPROVING THE USE OF A TEMPLATE SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENT

N. ORDINANCE AUTHORIZING THE CREATION AND ISSUANCE OF A CLASS "A-1" (FULL-SERVICE RESTAURANT WITH VIDEO GAMING) LIQUOR LICENSE 541

TO AWSB HOLDINGS LLC D/B/A S2 EXPRESS GRILL & DAQUIRI BAR AT 1001 WEST ROOSEVELT ROAD.

O. ORDINANCE AMENDING CHAPTER 117 (ALCOHOLIC BEVERAGES), TITLE XI (BUSINESS REGULATIONS), SECTION 117.21 (APPLICATIONS FOR LICENSE) AND SECTION 117.27 (TRANSFER OF LICENSE) OF THE MAYWOOD VILLAGE CODE REGARDING LIQUOR LICENSE TRANSFERS. 548

P. ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 92 (HEALTH AND SANITATION; NUISANCES), SECTION 92.22 (ABATEMENT OF PUBLIC NUISANCES) OF THE MAYWOOD VILLAGE CODE. 558

16. **New Business Agenda Items: None**

17. **Old Business Agenda Items: None**

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
Miguel Jones
Melvin L. Lightford, Sr.
Aaron Peppers
Antonio Sanchez
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
COMMITTEE OF THE WHOLE MEETING / SPECIAL BOARD MEETING MINUTES
TUESDAY, JULY 11, 2023

Call to Order

The Village of Maywood Committee of the Whole Meeting and Special Board Meeting of Tuesday, July 11, 2023, was called to order by Mayor Nathaniel George Booker at 7:00 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 R. Williams, A. Sanchez, M. Jones, M. Lightford, A. Peppers, and I Brandon. Absent: None. There being a Quorum present, the meeting was convened.

Staff Attendance:

Carlos Arevalo, Village Attorney
LaSondra Banks, Community Engagement Manager
Craig Bronaugh Jr. Fire Chief
Ian Canovi, Community Development Intern
James Ellexson, Director of Human Resources
Tori Love Garron, Acting Village Clerk
James Krischke, Village Manager
Bill Peterhansen, Village Engineer
Connie Thompkins, Deputy Clerk II
John West, Public Works Director
Theodore Yancy, Deputy Chief of Police

Invocation: Pastor Keenan Bond

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 Committee of the Whole and Special Board Meeting of Tuesday, June 20.

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

Ayes: Mayor Booker, Trustees Williams, Sanchez, Jones, Lightford, Peppers, and Brandon

Nays: None

Absent: None

Motion: Carried

Oaths, Reports, Proclamations, Announcements, and Appointments:

A. Recognition of police personnel; Deputy Chief Yancy introduced Officers Patrick Schubert and Gabriel Martinez on graduating from The Chicago Police Academy and becoming the newest officers of the Maywood Police Department.

Ms. Banks made announcements of community events and condolences for Village of Maywood residents.

COMMITTEE OF THE WHOLE AGENDA ITEMS:

Finance Management Report: No Discussion

A. Financial Report \$1,799,440.44.

B. Warrant #200539 dated July 6, 2023, in the amount of \$1,462,530.67.

Village President Report(s): No Discussion

A. An Ordinance Amending Certain Provisions of Chapter 117 (Alcoholic Beverages) of Title XI (Business Regulations) of the Liquor Control Ordinance of the Maywood Village Code.

Public Comment: None

Village Manager Report(s): Discussion Ensued

A. Monthly reports by Village Manager and Department Heads

B. Status Report regarding: Application for Open Space Lands Acquisition and Development (OSLAD) Program Grant for a State Financed Grant to Provide Funding Assistance to the Village and the Maywood Park District for the Acquisition and /or Development of Land for Public Park and Open Space purposes and to Authorize Village Staff to work with the Village Land Planning Consultant and the Village Engineer and the Village Attorney to Prepare the OSLAD Application and supporting Plans and Documents and to Expend General Funds to Pay for the Preparation of the OSLAD Application and Supporting Plans and Documents. See, Village Staff memo dated July 11, 2023, from the Director of Community Development Department (Motion listed below under the Omnibus Portion of the Agenda).

C. Status Report regarding: Ordinance for 2022/2023 Budget Amendment. See, Village Staff Memo dated July 11, 2023, from Finance Director and the Memo dated July 5, 2023, from Klein, Thorpe, and Jenkins, Ltd. (Ordinance listed below under the Omnibus Portion of the Agenda).

Village Attorney Report: No Discussion

A. Status Report Regarding: An Ordinance Terminating The Temporary 180-Day Moratorium Regarding the Location, Development, Installation, Construction, Licensing, and Operation of New 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 (Expiration Date: July 11, 2023 from Klein, Thorpe and Jenkins, Ltd. (Ordinance listed below under the Omnibus Portion of the Agenda).

Trustee Committee Reports:

- 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:

Motioned by Trustee Sanchez and Seconded by Trustee Lightford to approve Omnibus Items A thru F

A. Motion to Approve the Monthly Financial Report in the amount of \$1,799,440.44. **B.** Motion to Approve the Warrant List #200539 dated July 6, 2023, in the amount of \$1,462,530.67. **C.** Motion to direct Village staff to prepare and file an application for open space lands acquisition and development (OSLAD) program grant to provide funding assistance to the village and the Maywood Park District for the acquisition and/or development of land for public park and open space purposes and to authorize Village staff to work with the Village land planning consultant and the village engineer and the village attorney to prepare the OSLAD application and supporting plans and documents and to approve the expenditure of general funds to pay for the preparation of the OSLAD application and its supporting plans and Documents. **D.** Ordinance authorizing the creation and issuance of a class "a" (full-service restaurant) liquor license to AWSO Holdings LLC d/b/a S2 Express Grill & Daquiri bar at 1001 West Roosevelt Road. **E.** Ordinance authorizing certain amendments to the fiscal year 2022/2023 (May 1, 2022, through April 30, 2023) village of Maywood budget (amendment no. 1). **F.** Ordinance terminating the temporary 180-day Moratorium regarding the location, development, installation, construction, licensing, and operation of new 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.

Ayes: Mayor Booker, Trustees Williams, Sanchez, Jones, Lightford, Peppers, and Brandon

Nays: None

Absent: None

Motion Carried

New Business Agenda items: None

Old Business Agenda Items: None

Board of Trustee Comments: None

For Discussion Purposes Only: None

Closed Meeting Items:

- 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 or legal counsel for the public body, including hearing testimony on a complaint (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)).

Motioned by Trustee Brandon and Seconded by Trustee Sanchez to adjourn the Committee of the Whole Meeting and Special Board Meeting at 7:20 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 Kruschke
Acting Village Clerk Tori Love Garron



Village of Maywood
Financial Analysis
Month Ending
May 31, 2023



VILLAGE OF MAYWOOD

FINANCE DEPARTMENT

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

TO: Jim Krischke
Village Manager

FROM: Lanya D. Satchell
Director of Finance

DATE: July 28, 2023

RE: FY'2024 – Period 1 Analysis (May 1, 2023 – May 31, 2023)

Attached is the Detailed Revenue and Expense Report for period one ending May 31, 2023. Upon review of the report, you will find that with approximately 8% of the Fiscal Year having elapsed, most departments have operated within budget. Exceptions reflect expenditures such as Overtime for the Police and Fire Departments, Capital and lease payments, and items in Central Services. Many of these expenditures are one-time occurrences and should not affect future periods.

Revenues

For your review, I have enclosed an analysis of the state-shared revenue sources for the Village of Maywood. For comparison, I have highlighted (in blue) collections for May and year-to-date totals. As of May 31, total revenue reflects 5.5% (\$1,978,615) of the total budgeted amount.

Expenses

As of May 31, 2023, total expenditures for the Corporate Fund reflect 6.3% (\$2, 243,612) of the total budgeted amount. Although total expenditures don't exceed the budgeted amount for this period, they exceed revenues by \$264,997. We will monitor throughout the subsequent few periods to ensure this gap does not continually grow.

Other Major Funds

Motor Fuel Tax Fund reflects total revenue of 2%, with total fund expenditures of .8%. Expenditures budgeted for this fund largely represent Capital Improvements and General Maintenance.

Water reflects total fund revenue of approximately 8% (\$802,283) and total expenditures of 2% (\$228,447). The Fund reflects a surplus of \$573,835 which will smooth out as the year progresses.

**VILLAGE OF MAYWOOD
FY 2023 - SALES TAX ANALYSIS**

	<u>Municipal</u>	<u>Home Rule</u>	<u>Motor Fuel</u>	
May (February)	97,504	82,682	21,489	201,674.66
June (March)				-
July (April)				-
August (May)				-
September (June)				-
October (July)				-
November (August)				-
December (September)				-
January (October)				-
February (November)				-
March (December)				-
April (January)				-
TOTAL	97,504	82,682	21,489	201,675

<u>Municipal Sales Tax</u>	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>
May (February)	63,660	64,041	62,423	70,188	92,727	97,504
June (March)	83,632	74,038	64,366	113,562	123,720	-
July (April)	67,841	71,846	54,902	99,660	102,878	-
August (May)	72,922	79,004	63,366	98,062	106,687	-
September (June)	75,605	73,852	73,048	106,696	116,222	-
October (July)	77,271	81,590	77,866	99,191	111,294	-
November (August)	77,117	78,302	73,842	93,771	105,019	-
December (September)	71,534	80,660	75,405	94,649	115,511	-
January (October)	73,899	72,319	70,901	98,458	102,736	-
February (November)	66,595	71,340	66,666	102,903	103,927	-
March (December)	68,678	72,081	73,695	104,986	129,019	-
April (January)	47,769	46,702	83,244	92,828	106,577	-
TOTAL	846,524	865,776	839,725	1,174,954	1,316,318	97,504

<u>Home Rule Sales Tax</u>	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>
May (February)	50,105	50,962	49,738	56,229	77,128	82,682
June (March)	62,735	57,756	49,726	93,154	104,776	-
July (April)	54,249	57,696	42,296	80,048	85,140	-
August (May)	58,932	65,291	47,101	80,547	92,394	-
September (June)	63,303	60,703	56,055	89,114	99,526	-
October (July)	59,749	64,411	60,751	82,543	93,689	-
November (August)	59,818	63,168	59,305	78,267	89,817	-
December (September)	55,938	58,483	59,788	78,155	94,213	-
January (October)	59,276	57,348	56,834	82,392	86,048	-
February (November)	54,965	56,579	53,042	87,734	93,449	-
March (December)	55,498	58,299	57,029	89,592	98,294	-
April (January)	48,884	53,618	65,429	77,591	87,842	-
TOTAL	683,452	704,313	657,092	975,367	1,102,318	82,682

<u>Motor Fuel Sales Tax</u>	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>
May (February)				23,006	23,533	21,489
June (March)				27,106	27,003	-
July (April)				26,269	24,084	-
August (May)				25,802	24,819	-
September (June)				28,704	23,819	-
October (July)			16,322	26,966	26,938	-
November (August)			29,937	24,924	29,016	-
December (September)			26,701	27,191	22,187	-
January (October)			24,307	26,069	24,359	-
February (November)			24,885	29,250	25,205	-
March (December)			24,125	23,448	27,162	-
April (January)			22,770	21,564	24,985	-
TOTAL			169,048	310,300	303,110	21,489



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

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
<u>INCOME TAX</u>						
May	330,396	483,760	242,876	405,364	746,322	565,587
June	152,631	151,076	150,440	355,666	219,237	
July	206,372	225,931	238,893	319,064	370,109	
August	151,490	161,954	326,618	179,160	190,627	
September	147,848	143,338	185,066	189,202	207,160	
October	229,783	255,741	267,992	343,825	379,268	
November	165,497	166,910	181,084	197,100	240,166	
December	137,174	157,723	160,320	179,931	215,486	
January	199,871	220,457	255,423	320,356	349,929	
February	240,461	227,131	270,039	399,455	345,996	
March	144,789	168,894	186,110	173,141	204,921	
April	385,925	7,179	296,750	369,891	329,811	
	<u>2,492,237</u>	<u>2,370,093</u>	<u>2,761,612</u>	<u>3,432,154</u>	<u>3,799,032</u>	<u>565,587</u>
<u>PERS PROP REPLACEMENT TAX</u>						
May	133,755	184,378	101,011	263,286	504,571	451,325
July	104,224	108,907	104,948	191,854	363,279	
August	10,523	13,064	77,552	24,398	41,475	
October	94,319	189,543	98,315	319,654	489,280	
December	23,065	31,477	25,445	66,329	160,229	
January	77,329	115,098	121,017	243,415	353,451	
March	30,502	22,882	43,723	318,784	175,092	
April	93,373	74,629	204,300	376,868	278,169	
	<u>567,088</u>	<u>739,979</u>	<u>776,311</u>	<u>1,804,588</u>	<u>2,365,547</u>	<u>451,325</u>

VILLAGE OF MAYWOOD
MAJOR REVENUE SOURCES - (State shared)

<u>LOCAL USE TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
May	47,190	58,180	59,883	62,651	68,473	69,510
June	56,989	66,140	76,175	80,095	80,308	
July	49,738	62,602	91,555	72,770	64,314	
August	54,236	62,873	80,642	66,980	73,325	
September	58,085	63,917	89,684	76,341	82,717	
October	56,346	65,710	90,542	71,095	72,195	
November	53,587	62,953	87,182	75,046	74,982	
December	61,473	70,507	90,956	77,025	84,313	
January	65,068	77,413	95,303	71,817	84,508	
February	71,995	72,525	101,557	116,286	89,084	
March	87,060	99,514	143,310	106,944	107,757	
April	70,642	80,646	70,262	70,923	75,440	
	<u>732,410</u>	<u>842,979</u>	<u>1,077,050</u>	<u>947,975</u>	<u>957,415</u>	<u>69,510</u>

<u>TELECOMMUNICATIONS TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
May (March)	33,818	37,670	20,381	26,886	28,080	23,702
June (April)	37,784	30,130	28,276	26,563	25,554	
July (May)	35,346	28,489	26,200	26,115	17,655	
August (June)	35,934	29,469	31,442	24,783	23,930	
September (July)	35,080	27,980	25,971	26,277	22,781	
October (August)	34,471	29,225	26,752	25,077	28,522	
November (September)	34,220	28,888	24,910	25,116	27,485	
December (October)	31,744	29,076	27,762	26,956	27,817	
January (November)	31,668	29,048	26,048	31,585	25,962	
February (December)	31,363	32,295	24,999		26,436	
March (January)	31,471	31,900	26,775	30,371	23,997	
April (February)	25,818	5,966	24,562	29,597	25,915	
	<u>398,717</u>	<u>340,136</u>	<u>314,077</u>	<u>299,325</u>	<u>304,134</u>	<u>23,702</u>

VILLAGE OF MAYWOOD

MAJOR REVENUE SOURCES - (State shared)

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
COMM ED UTAX						
May	61,312	59,206	58,505	57,097	61,371	61,617
June	59,625	57,624	55,563	58,639	59,108	
July	68,613	62,329	70,268	71,702	69,213	
August	87,758	79,273	88,543	-	89,441	
September	78,422	85,919	87,524	76,062	83,999	
October	77,872	74,075	83,029	93,210	80,731	
November	63,942	67,198	60,881	70,426	64,326	
December	57,690	60,520	59,797	60,817	59,290	
January	71,503	70,779	67,904	71,966	69,221	
February	74,207	71,973	75,152	86,864	77,399	
March	72,862	68,989	70,514	66,884	58,141	
April	65,575	63,310	63,842	66,051	68,619	
	<u>839,382</u>	<u>821,195</u>	<u>841,521</u>	<u>779,718</u>	<u>840,860</u>	<u>61,617</u>

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
NI GAS UTAX						
May	48,924	42,103	38,718	42,499	63,993	47,648
June	28,761	29,277	31,465	37,408	51,862	
July	15,951	17,634	15,376	19,904	28,067	
August	11,876	13,699	15,238	17,386	19,429	
September	12,306	11,760	21,071	16,587	22,786	
October	11,472	11,790	18,868	16,583	23,601	
November	16,429	12,733	20,303	18,762	35,009	
December	43,660	36,591	31,120	44,171	61,839	
January	60,383	58,199	44,435	79,992	105,336	
February	65,927	56,403	66,857	97,542	109,441	
March	76,001	67,428	79,186	109,142	96,124	
April	60,894	50,657	54,116	87,444	70,312	
	<u>452,583</u>	<u>408,274</u>	<u>436,754</u>	<u>587,419</u>	<u>687,799</u>	<u>47,648</u>

VILLAGE OF MAYWOOD
MAJOR REVENUE SOURCES - (State shared)

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
<u>VIDEO GAMING TAX</u>						
May (March)		2,184	2,025	6,956	6,924	6,732
June (April)		1,727	-	7,901	4,998	
July (May)		1,464	-	6,525	6,302	
August (June)		1,838	-	6,132	5,221	
September (July)		1,447	4,248	7,295	4,975	
October (August)		1,882	4,230	5,178	4,520	
November (September)		1,897	4,079	5,605	4,035	
December (October)		2,173	3,981	5,784	5,480	
January (November)		1,408	2,256	4,567	4,757	
February (December)		1,617	-	5,272	5,584	
March (January)		1,475	1,305	4,548	4,844	
April (February)		2,590	4,495	5,089	5,329	
		21,701	26,619	70,852	62,969	6,732

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
<u>CANNABIS USE TAX</u>						
May (March)			1,135	2,760	3,253	2,835
June (April)			879	3,203	3,268	
July (May)			1,176	2,823	2,711	
August (June)			1,341	2,519	3,792	
September (July)			1,817	2,996	3,035	
October (August)			1,188	3,563	2,789	
November (September)			1,346	3,119	3,077	
December (October)			1,157	2,712	2,865	
January (November)			2,663	3,323	2,948	
February (December)			2,145	3,266	2,975	
March (January)		3,942	2,114	3,456	2,910	
April (February)		3,942	2,730	3,621	3,358	
		3,942	19,690	37,360	36,982	2,835

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CORPORATE</u>					
01-10-30125	ADMINISTRATIVE HEARINGS	2,025.00	2,025.00	35,000.00	32,975.00 5.8
01-10-30126	COMPLIANCE TICKETS	400.00	400.00	5,000.00	4,600.00 8.0
01-10-30130	AMBULANCE & RESCUE FEES	261,922.84	261,922.84	900,000.00	638,077.16 29.1
01-10-30140	ANIMAL RELEASE	600.00	600.00	3,000.00	2,400.00 20.0
01-10-30150	BOARD UP	.00	.00	1,000.00	1,000.00 .0
01-10-30154	YARD SALE	150.00	150.00	.00	(150.00) .0
01-10-30160	BOOT CHARGES	.00	.00	2,500.00	2,500.00 .0
01-10-30170	BUILDING PERMITS	36,911.50	36,911.50	400,000.00	363,088.50 9.2
01-10-30175	ENTERPRISE ZONE	.00	.00	20,000.00	20,000.00 .0
01-10-30200	BUSINESS LICENSE	.00	.00	80,000.00	80,000.00 .0
01-10-30211	CLERK'S OFFICE FEES	.00	.00	1,500.00	1,500.00 .0
01-10-30220	FRANCHISE FEES	51,651.34	51,651.34	250,000.00	198,348.66 20.7
01-10-30230	CERTIFICATE OF INSPECTION	3,310.00	3,310.00	50,000.00	46,690.00 6.6
01-10-30235	CODE VIOLATIONS	3,750.00	3,750.00	15,000.00	11,250.00 25.0
01-10-30240	CONTRACTORS LICENSE	7,500.00	7,500.00	60,000.00	52,500.00 12.5
01-10-30250	DOG TAGS	50.00	50.00	2,000.00	1,950.00 2.5
01-10-30260	DONATIONS	450.00	450.00	3,500.00	3,050.00 12.9
01-10-30280	ELEVATOR INSPECTIONS	540.00	540.00	3,500.00	2,960.00 15.4
01-10-30290	FINES/ FORFEITURES	.00	.00	10,000.00	10,000.00 .0
01-10-30300	FINGERPRINTS	820.50	820.50	2,500.00	1,679.50 32.8
01-10-30330	GRANTS	15,482.05	15,482.05	50,000.00	34,517.95 31.0
01-10-30335	HEALTH INSPECTIONS	.00	.00	10,000.00	10,000.00 .0
01-10-30365	JUDGEMENTS & LIENS	18,353.50	18,353.50	45,000.00	26,646.50 40.8
01-10-30370	INTEREST	529.63	529.63	2,000.00	1,470.37 26.5
01-10-30390	LIQUOR LICENSE	.00	.00	55,000.00	55,000.00 .0
01-10-30405	MAYWOOD PROVISIO OFFICER	23,629.34	23,629.34	75,000.00	51,370.66 31.5
01-10-30410	MAINTENANCE OF HIGHWAYS	28,659.25	28,659.25	25,000.00	(3,659.25) 114.6
01-10-30440	MISC	2,587.80	2,587.80	100,000.00	97,412.20 2.6
01-10-30445	IL DEBT RECOVERY PROGRAM	326.00	326.00	15,000.00	14,674.00 2.2
01-10-30450	REDLIGHT REVENUE	600.00	600.00	100,000.00	99,400.00 .6
01-10-30455	OCCUPANCY PERMIT	515.00	515.00	5,000.00	4,485.00 10.3
01-10-30460	PARKING FINES	4,840.00	4,840.00	75,000.00	70,160.00 6.5
01-10-30470	PARKING PERMITS	.00	.00	10,000.00	10,000.00 .0
01-10-30480	VACANT BLDG REGISTRATION	6,900.00	6,900.00	100,000.00	93,100.00 6.9
01-10-30500	POLICE TOWING	9,931.00	9,931.00	100,000.00	90,069.00 9.9
01-10-30516	POLICE/FIRE REPORTS	270.00	270.00	1,000.00	730.00 27.0
01-10-30519	POLICE SEIZURES	.00	.00	45,000.00	45,000.00 .0
01-10-30520	COOK COUNTY PTAX -MB FINANCIAL	.00	.00	15,166,667.00	15,166,667.00 .0
01-10-30521	POLICE TRAFFIC ENFORCEMENT	999.00	999.00	10,000.00	9,001.00 10.0
01-10-30522	SALES TAX	201,674.66	201,674.66	2,000,000.00	1,798,325.34 10.1
01-10-30523	INCOME TAX	565,587.01	565,587.01	3,000,000.00	2,434,412.99 18.9
01-10-30524	PERS PROP REPLACE TAX	451,325.44	451,325.44	1,500,000.00	1,048,674.56 30.1
01-10-30526	LOCAL USE TAX	69,509.64	69,509.64	800,000.00	730,490.36 8.7
01-10-30529	TELECOMMUNICATIONS TAX	23,702.44	23,702.44	285,000.00	261,297.56 8.3
01-10-30531	COMM ED UTAX	61,617.46	61,617.46	800,000.00	738,382.54 7.7
01-10-30532	NI GAS UTAX	47,647.83	47,647.83	400,000.00	352,352.17 11.9
01-10-30540	PROPERTY TAX - POLICE PENSION	.00	.00	4,910,658.00	4,910,658.00 .0
01-10-30541	PROPERTY TAX - FIRE PENSION	.00	.00	3,435,202.00	3,435,202.00 .0
01-10-30545	VIDEO GAMING TAX	6,731.92	6,731.92	60,000.00	53,268.08 11.2
01-10-30547	CANNABIS USE TAX	2,835.31	2,835.31	45,000.00	42,164.69 6.3
01-10-30550	REIMBURSEMENTS TO VILLAGE	22,489.64	22,489.64	150,000.00	127,510.36 15.0
01-10-30590	SALE OF PROPERTY	.00	.00	25,000.00	25,000.00 .0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
01-10-30600 SPECIAL SIGNS	13,252.32	13,252.32	23,000.00	9,747.68	57.6
01-10-30620 SUMMARY ABATEMENT	.00	.00	2,000.00	2,000.00	.0
01-10-30630 TRANSFER STAMPS	28,038.00	28,038.00	300,000.00	271,962.00	9.4
01-10-30650 VEHICLE STICKERS	.00	.00	250,000.00	250,000.00	.0
01-10-30720 ZBA HEARINGS	.00	.00	250.00	250.00	.0
01-10-30730 ZONING MAPS	.00	.00	250.00	250.00	.0
01-10-30760 50 / 50 SIDEWALK	500.00	500.00	25,000.00	24,500.00	2.0
TOTAL CORPORATE	1,978,615.42	1,978,615.42	35,845,527.00	33,866,911.58	5.5
SPECIAL EVENT REVENUE					
01-21-30602 MAYWOOD FEST	.00	.00	25,000.00	25,000.00	.0
01-21-30603 ZACATECANO FEST PROCEEDS	.00	.00	15,000.00	15,000.00	.0
TOTAL SPECIAL EVENT REVENUE	.00	.00	40,000.00	40,000.00	.0
TOTAL FUND REVENUE	1,978,615.42	1,978,615.42	35,885,527.00	33,906,911.58	5.5

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VILLAGE CLERK</u>					
01-11-40100 STRAIGHT TIME	7,241.27	7,241.27	133,772.77	126,531.50	5.4
01-11-40310 SICK BUY BACK	.00	.00	2,230.00	2,230.00	.0
01-11-40400 FICA TAXES	541.15	541.15	10,233.62	9,692.47	5.3
01-11-40410 I.M.R.F.	53.88	53.88	5,448.28	5,394.40	1.0
01-11-40415 HEALTH/VISION/LIFE INSURANCE	757.88	757.88	40,336.00	39,578.12	1.9
01-11-52400 CONTRACTUAL/PROF SERVICES	.00	.00	25,000.00	25,000.00	.0
01-11-53000 CODIFICATION	.00	.00	27,000.00	27,000.00	.0
01-11-53100 RECORD CONVERSION	.00	.00	100.00	100.00	.0
01-11-53800 ADVERTISING	.00	.00	550.00	550.00	.0
01-11-54500 EQUIPMENT RENTAL/LEASE	.00	.00	500.00	500.00	.0
01-11-55100 POSTAGE	.00	.00	450.00	450.00	.0
01-11-55200 COURIER SERVICES	.00	.00	50.00	50.00	.0
01-11-55410 CELLULAR PHONE	.00	.00	594.00	594.00	.0
01-11-55500 PRINTING	.00	.00	500.00	500.00	.0
01-11-56100 MEMBERSHIP & DUES	.00	.00	1,300.00	1,300.00	.0
01-11-56300 TRAINING/SEMINARS	.00	.00	1,800.00	1,800.00	.0
01-11-56400 BACKGROUND CHECK	.00	.00	1,000.00	1,000.00	.0
01-11-60100 OFFICE/COMPUTER SUPPLIES	.00	.00	5,000.00	5,000.00	.0
01-11-60800 PHOTOGRAPH SUPPLIES	.00	.00	300.00	300.00	.0
01-11-61700 MISCELLANEOUS	.00	.00	500.00	500.00	.0
01-11-61714 CLERK WILLIAMS	35.00	35.00	8,500.00	8,465.00	.4
TOTAL VILLAGE CLERK	8,629.18	8,629.18	265,164.67	256,535.49	3.3
<u>VILLAGE MANAGER</u>					
01-12-40100 STRAIGHT TIME	21,865.06	21,865.06	320,650.00	298,784.94	6.8
01-12-40310 SICK BUY BACK	.00	.00	7,399.00	7,399.00	.0
01-12-40400 FICA TAXES	277.82	277.82	24,530.00	24,252.18	1.1
01-12-40410 I.M.R.F.	32.48	32.48	14,429.00	14,396.52	.2
01-12-40415 HEALTH/VISION/LIFE INSURANCE	823.90	823.90	30,000.00	29,176.10	2.8
01-12-40417 VOYA EXPENSE	.00	.00	7,500.00	7,500.00	.0
01-12-51300 MAINTENANCE VEHICLE	.00	.00	2,000.00	2,000.00	.0
01-12-52400 CONTRACTUAL/PROF SERVICES	.00	.00	25,000.00	25,000.00	.0
01-12-54500 EQUIPMENT RENTAL/LEASE	.00	.00	500.00	500.00	.0
01-12-55100 POSTAGE	.00	.00	100.00	100.00	.0
01-12-55200 COURIER SERVICES	.00	.00	100.00	100.00	.0
01-12-55410 CELLULAR PHONE	.00	.00	600.00	600.00	.0
01-12-55500 PRINTING	.00	.00	750.00	750.00	.0
01-12-56100 MEMBERSHIP & DUES	.00	.00	3,000.00	3,000.00	.0
01-12-56300 TRAINING/SEMINARS	.00	.00	10,000.00	10,000.00	.0
01-12-56700 NEWSLETTER	6,334.85	6,334.85	.00	(6,334.85)	.0
01-12-60000 GRANT EXPENDITURES	7,010.00	7,010.00	.00	(7,010.00)	.0
01-12-60100 OFFICE SUPPLIES	.00	.00	3,600.00	3,600.00	.0
01-12-61700 MISCELLANEOUS	.00	.00	5,000.00	5,000.00	.0
01-12-62610 GASOLINE	.00	.00	500.00	500.00	.0
TOTAL VILLAGE MANAGER	36,344.11	36,344.11	455,658.00	419,313.89	8.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
01-14-40100 STRAIGHT TIME	30,451.62	30,451.62	327,881.00	297,429.38	9.3
01-14-40200 OVERTIME	.00	.00	3,000.00	3,000.00	.0
01-14-40310 SICK BUY BACK	.00	.00	6,000.00	6,000.00	.0
01-14-40400 FICA TAXES	2,254.65	2,254.65	25,082.93	22,828.28	9.0
01-14-40410 I.M.R.F.	261.77	261.77	14,754.67	14,492.90	1.8
01-14-40415 HEALTH/LIFE/VISION INSURANCE	4,417.31	4,417.31	108,152.50	103,735.19	4.1
01-14-52400 CONTRACTUAL/PROF SERVICES	7,076.95	7,076.95	120,000.00	112,923.05	5.9
01-14-54500 EQUIPMENT RENTAL/LEASE	.00	.00	2,000.00	2,000.00	.0
01-14-55100 POSTAGE	.00	.00	3,500.00	3,500.00	.0
01-14-55200 COURIER SERVICES	.00	.00	250.00	250.00	.0
01-14-56100 MEMBERSHIP & DUES	.00	.00	2,500.00	2,500.00	.0
01-14-56300 TRAINING/SEMINARS	30.00	30.00	15,000.00	14,970.00	.2
01-14-56400 TUITION REIMBURSEMENT	.00	.00	2,500.00	2,500.00	.0
01-14-60100 OFFICE SUPPLIES	930.86	930.86	8,000.00	7,069.14	11.6
01-14-61700 MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
01-14-61850 LIBRARY-PERSONAL PROPERTY TAX	35,550.90	35,550.90	118,050.00	82,499.10	30.1
01-14-61875 BANK FEES	.00	.00	2,500.00	2,500.00	.0
01-14-87000 CAPITAL EQUIPMENT&FURNISHINGS	.00	.00	25,000.00	25,000.00	.0
TOTAL FINANCE	80,974.06	80,974.06	785,171.10	704,197.04	10.3
<u>LAW</u>					
01-15-52400 CONTRACTUAL/PROF SERVICES	50,930.60	50,930.60	400,000.00	349,069.40	12.7
01-15-53800 ADVERTISING	.00	.00	10,000.00	10,000.00	.0
01-15-56600 REFERENCE MATERIAL	.00	.00	500.00	500.00	.0
01-15-59900 FILING FEES	.00	.00	6,000.00	6,000.00	.0
TOTAL LAW	50,930.60	50,930.60	416,500.00	365,569.40	12.2
<u>MANAGEMENT INFORMATION SYSTE</u>					
01-18-51700 COMPUTER CONSULTANT	7,916.66	7,916.66	95,000.00	87,083.34	8.3
01-18-54700 SERVICE AGREEMENT	.00	.00	300,000.00	300,000.00	.0
01-18-56500 SUBSCRIPTIONS	.00	.00	40,000.00	40,000.00	.0
01-18-60100 OFFICE/COMPUTER SUPPLIES	.00	.00	5,000.00	5,000.00	.0
01-18-61100 COMPUTER SOFTWARE	.00	.00	100,000.00	100,000.00	.0
01-18-80100 COMPUTERS	695.23	695.23	10,000.00	9,304.77	7.0
TOTAL MANAGEMENT INFORMATION	8,611.89	8,611.89	550,000.00	541,388.11	1.6

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CENTRAL SERVICES</u>					
01-19-52400 CONTRACTUAL/PROF SERVICES	.00	.00	20,000.00	20,000.00	.0
01-19-54500 EQUIPMENT RENTAL	.00	.00	48,000.00	48,000.00	.0
01-19-55400 TELEPHONE	1,750.01	1,750.01	350,000.00	348,249.99	.5
01-19-58000 HEALTH INSURANCE	99,005.33	99,005.33	540,000.00	440,994.67	18.3
01-19-59100 LIABILITY INSURANCE	287,246.76	287,246.76	880,000.00	592,753.24	32.6
01-19-59500 CLAIMS PAYMENT	121,803.02	121,803.02	1,100,000.00	978,196.98	11.1
01-19-59800 WORKERS COMP INSURANCE	.00	.00	203,500.00	203,500.00	.0
TOTAL CENTRAL SERVICES	509,805.12	509,805.12	3,141,500.00	2,631,694.88	16.2
<u>PRESIDENT & TRUSTEES</u>					
01-20-40100 REGULAR SALARIES	13,069.24	13,069.24	79,900.00	66,830.76	16.4
01-20-40400 FICA TAXES	997.94	997.94	6,112.34	5,114.40	16.3
01-20-40410 I.M.R.F.	69.86	69.86	268.00	198.14	26.1
01-20-40415 HEALTH/VISION/LIFE INSURANCE	137.98	137.98	.00	(137.98)	.0
01-20-51300 VEHICLE MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
01-20-52400 CONTRACTUAL/PROF SERVICES	126.50	126.50	4,720.00	4,593.50	2.7
01-20-55100 POSTAGE	.00	.00	250.00	250.00	.0
01-20-55410 CELLULAR PHONE	.00	.00	7,000.00	7,000.00	.0
01-20-55500 PRINTING	.00	.00	2,000.00	2,000.00	.0
01-20-56100 MEMBERSHIP & DUES	500.00	500.00	37,500.00	37,000.00	1.3
01-20-56300 TRAINING/SEMINARS	74.78	74.78	40,000.00	39,925.22	.2
01-20-60100 OFFICE/COMPUTER SUPPLIES	.00	.00	1,000.00	1,000.00	.0
01-20-61700 MISCELLANEOUS	873.17	873.17	5,000.00	4,126.83	17.5
01-20-61715 TREASURER KUPTZ	.00	.00	2,200.00	2,200.00	.0
01-20-67913 COMMUNITY ENGAGEMENT	1,200.00	1,200.00	5,000.00	3,800.00	24.0
01-20-71000 LEASE PAYMENTS	793.69	793.69	9,656.33	8,862.64	8.2
01-20-87000 CAPITAL OUTLAY - OVER \$5,000	.00	.00	6,000.00	6,000.00	.0
01-20-87100 INTEREST EXPENSE	90.68	90.68	956.21	865.53	9.5
TOTAL PRESIDENT & TRUSTEES	17,933.84	17,933.84	208,562.88	190,629.04	8.6

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SPECIAL EVENT REVENUE</u>					
01-21-40100 STRAIGHT TIME	.00	.00	90,000.00	90,000.00	.0
01-21-40310 SICK BUY BACK	.00	.00	2,077.00	2,077.00	.0
01-21-40400 FICA TAXES	.00	.00	6,885.00	6,885.00	.0
01-21-40410 I.M.R.F.	.00	.00	4,050.00	4,050.00	.0
01-21-40415 HEALTH/VISION/LIFE INSURANCE	.00	.00	1,793.74	1,793.74	.0
01-21-52400 CONTRACTUAL/PROF SERVICES	.00	.00	67,500.00	67,500.00	.0
01-21-55100 POSTAGE	.00	.00	100.00	100.00	.0
01-21-55410 CELLULAR PHONE	.00	.00	660.00	660.00	.0
01-21-55500 PRINTING	.00	.00	5,000.00	5,000.00	.0
01-21-56100 MEMBERSHIP & DUES	.00	.00	500.00	500.00	.0
01-21-56300 TRAINING/SEMINARS	.00	.00	3,000.00	3,000.00	.0
01-21-60100 OFFICE/COMPUTER SUPPLIES	.00	.00	500.00	500.00	.0
01-21-67900 MAYWOOD FEST EXPENSES	30,450.00	30,450.00	25,000.00	(5,450.00)	121.8
01-21-67904 SPECIAL EVENTS COMMISSION	.00	.00	30,000.00	30,000.00	.0
01-21-67913 VILLAGE SPONSORSHIPS	320.00	320.00	22,000.00	21,680.00	1.5
TOTAL SPECIAL EVENT REVENUE	30,770.00	30,770.00	259,065.74	228,295.74	11.9
<u>CODE ENFORCEMENT</u>					
01-23-40100 STRAIGHT TIME	41,756.43	41,756.43	584,618.34	542,861.91	7.1
01-23-40200 ALL OVERTIME	117.98	117.98	5,000.00	4,882.02	2.4
01-23-40310 SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
01-23-40400 FICA TAXES	3,043.49	3,043.49	44,724.00	41,680.51	6.8
01-23-40410 I.M.R.F.	360.12	360.12	26,308.00	25,947.88	1.4
01-23-40415 HEALTH/VISION/LIFE INSURANCE	11,846.98	11,846.98	125,920.00	114,073.02	9.4
01-23-40500 UNIFORM ALLOWANCE	2,250.00	2,250.00	6,750.00	4,500.00	33.3
01-23-51200 MAINTENANCE EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
01-23-51300 MAINTENANCE VEHICLE	.00	.00	4,000.00	4,000.00	.0
01-23-51800 ELEVATOR INSPECTOR	.00	.00	7,000.00	7,000.00	.0
01-23-52400 CONTRACTUAL/PROF SERVICES	25,920.60	25,920.60	268,700.00	242,779.40	9.7
01-23-52500 BOARD UP SERVICES	945.00	945.00	10,000.00	9,055.00	9.5
01-23-54500 EQUIPMENT RENTAL/LEASE	310.91	310.91	2,500.00	2,189.09	12.4
01-23-55100 POSTAGE	.00	.00	1,000.00	1,000.00	.0
01-23-55410 CELLULAR PHONE	.00	.00	7,550.00	7,550.00	.0
01-23-55500 PRINTING	.00	.00	5,000.00	5,000.00	.0
01-23-56100 MEMBERSHIP & DUES	.00	.00	1,000.00	1,000.00	.0
01-23-56300 TRAINING/SEMINARS	.00	.00	7,500.00	7,500.00	.0
01-23-56600 REFERENCE MATERIAL	.00	.00	1,500.00	1,500.00	.0
01-23-60100 OFFICE SUPPLIES	290.62	290.62	5,000.00	4,709.38	5.8
01-23-60200 ANIMAL CONTROL SUPPLIES	.00	.00	1,500.00	1,500.00	.0
01-23-60300 ANIMAL CONTROL IMPOUND	.00	.00	30,000.00	30,000.00	.0
01-23-61700 MISCELLANEOUS	.00	.00	1,500.00	1,500.00	.0
01-23-62610 GAS	.00	.00	5,000.00	5,000.00	.0
01-23-87000 CAPITAL EQUIPMENT&FURNISHINGS	54,910.52	54,910.52	30,000.00	(24,910.52)	183.0
01-23-87002 TREE REPLACEMENT PROGRAM	750.00	750.00	25,000.00	24,250.00	3.0
TOTAL CODE ENFORCEMENT	142,502.65	142,502.65	1,211,570.34	1,069,067.69	11.8

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-40-40100 SALARY-REGULAR	403,962.48	403,962.48	5,928,002.30	5,524,039.82	6.8
01-40-40200 ALL OVERTIME	37,498.99	37,498.99	400,000.00	362,501.01	9.4
01-40-40310 SICK BUY BACK	.00	.00	35,000.00	35,000.00	.0
01-40-40400 FICA TAXES	10,718.60	10,718.60	154,000.00	143,281.40	7.0
01-40-40410 I.M.R.F.	582.78	582.78	7,700.00	7,117.22	7.6
01-40-40415 HEALTH/VISION/LIFE INSURANCE	94,046.36	94,046.36	1,387,239.00	1,293,192.64	6.8
01-40-40500 UNIFORM ALLOWANCE	14,725.00	14,725.00	30,000.00	15,275.00	49.1
01-40-40550 POLICE PENSION EXPENSE	.00	.00	4,910,658.00	4,910,658.00	.0
01-40-51100 MAINTENANCE BUILDINGS	.00	.00	60,000.00	60,000.00	.0
01-40-51200 MAINTENANCE EQUIPMENT	.00	.00	12,656.36	12,656.36	.0
01-40-51300 MAINTENANCE VEHICLE	1,381.97	1,381.97	83,000.00	81,618.03	1.7
01-40-52400 CONTRACTUAL/PROF SERVICES	6,587.83	6,587.83	160,000.00	153,412.17	4.1
01-40-54500 EQUIPMENT RENTAL/LEASE	129.52	129.52	10,100.00	9,970.48	1.3
01-40-55100 POSTAGE	95.55	95.55	15,000.00	14,904.45	.6
01-40-55410 CELLULAR PHONE	.00	.00	15,000.00	15,000.00	.0
01-40-55500 PRINTING	.00	.00	9,000.00	9,000.00	.0
01-40-56100 MEMBERSHIP & DUES	.00	.00	18,319.00	18,319.00	.0
01-40-56300 TRAINING	1,300.00	1,300.00	52,400.00	51,100.00	2.5
01-40-56500 EDUCATION REIMBURSEMENT	.00	.00	20,000.00	20,000.00	.0
01-40-56600 REFERENCE MATERIAL	.00	.00	500.00	500.00	.0
01-40-60100 OFFICE SUPPLIES	159.95	159.95	15,000.00	14,840.05	1.1
01-40-60400 PROGRAM SUPPLIES	.00	.00	12,500.00	12,500.00	.0
01-40-61000 FOOD	172.58	172.58	5,000.00	4,827.42	3.5
01-40-61500 UNIFORMS	.00	.00	5,000.00	5,000.00	.0
01-40-62000 EXPLORER POST	.00	.00	2,500.00	2,500.00	.0
01-40-62610 REGULAR GAS	.00	.00	60,000.00	60,000.00	.0
01-40-71000 LEASE PAYMENTS	.00	.00	40,827.86	40,827.86	.0
01-40-87000 CAPITAL OUTLAY-OVER \$5,000	42,309.00	42,309.00	419,206.00	376,897.00	10.1
01-40-87100 INTEREST EXPENSE	.00	.00	1,253.41	1,253.41	.0
01-40-88000 HOMELAND SECURITY	4,073.59	4,073.59	35,000.00	30,926.41	11.6
TOTAL POLICE	617,744.20	617,744.20	13,904,861.93	13,287,117.73	4.4

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
01-41-40100 SALARY-REGULAR	281,639.55	281,639.55	3,947,822.71	3,666,183.16	7.1
01-41-40200 ALL OVERTIME	49,130.02	49,130.02	250,000.00	200,869.98	19.7
01-41-40310 SICK BUY BACK	.00	.00	65,000.00	65,000.00	.0
01-41-40320 EMT PAY	2,160.00	2,160.00	33,000.00	30,840.00	6.6
01-41-40400 FICA TAXES	5,149.21	5,149.21	74,982.63	69,833.42	6.9
01-41-40410 I.M.R.F.	73.38	73.38	5,141.44	5,068.06	1.4
01-41-40415 HEALTH/VISION/LIFE INSURANCE	67,639.24	67,639.24	1,007,710.60	940,071.36	6.7
01-41-40450 EMPLOYEE PHYSICALS	.00	.00	15,000.00	15,000.00	.0
01-41-40500 UNIFORM ALLOWANCE	2,452.00	2,452.00	1,500.00	(952.00)	163.5
01-41-40550 FIRE PENSION EXPENSE	.00	.00	3,435,202.00	3,435,202.00	.0
01-41-51100 MAINTENANCE BUILDINGS	309.98	309.98	65,000.00	64,690.02	.5
01-41-51200 MAINTENANCE EQUIPMENT	1,293.22	1,293.22	9,700.00	8,406.78	13.3
01-41-51300 MAINTENANCE VEHICLE	5,509.82	5,509.82	55,000.00	49,490.18	10.0
01-41-52400 CONTRACTUAL/PROF SERVICES	.00	.00	24,670.00	24,670.00	.0
01-41-54500 EQUIPMENT RENTAL/LEASE	.00	.00	3,000.00	3,000.00	.0
01-41-55100 POSTAGE	.00	.00	500.00	500.00	.0
01-41-55410 CELLULAR PHONE	.00	.00	2,000.00	2,000.00	.0
01-41-55500 PRINTING	.00	.00	2,000.00	2,000.00	.0
01-41-56100 MEMBERSHIP & DUES	.00	.00	12,450.00	12,450.00	.0
01-41-56300 TRAINING/SEMINARS	243.00	243.00	40,000.00	39,757.00	.6
01-41-60100 OFFICE SUPPLIES	307.71	307.71	2,000.00	1,692.29	15.4
01-41-60300 JANITORIAL SUPPLIES	302.24	302.24	3,000.00	2,697.76	10.1
01-41-60700 COMPUTER SUPPLIES	.00	.00	10,000.00	10,000.00	.0
01-41-60710 FIRE SAFETY EDUCATION	.00	.00	2,500.00	2,500.00	.0
01-41-60800 PHOTOGRAPH SUPPLIES	.00	.00	500.00	500.00	.0
01-41-61500 UNIFORMS	.00	.00	14,600.00	14,600.00	.0
01-41-61700 MISCELLANEOUS	.00	.00	5,000.00	5,000.00	.0
01-41-62600 FUEL	.00	.00	30,000.00	30,000.00	.0
01-41-63000 MEDICAL SUPPLIES	847.37	847.37	35,000.00	34,152.63	2.4
01-41-63200 RADIO MAINTENANCE	.00	.00	20,000.00	20,000.00	.0
01-41-87000 CAPITAL OUTLAY-OVER \$5,000	.00	.00	628,289.00	628,289.00	.0
TOTAL FIRE	417,056.74	417,056.74	9,800,568.38	9,383,511.64	4.3
<u>POLICE & FIRE COMMISSION</u>					
01-42-52400 CONTRACTUAL/PROF SERVICES	3,885.00	3,885.00	58,000.00	54,115.00	6.7
01-42-53300 COMMISSIONERS	1,600.00	1,600.00	19,200.00	17,600.00	8.3
01-42-55100 POSTAGE	.00	.00	300.00	300.00	.0
01-42-55500 PRINTING	.00	.00	500.00	500.00	.0
01-42-56100 MEMBERSHIP & DUES	.00	.00	500.00	500.00	.0
01-42-56300 TRAINING/SEMINARS	.00	.00	5,000.00	5,000.00	.0
01-42-60100 OFFICE SUPPLIES	.00	.00	800.00	800.00	.0
TOTAL POLICE & FIRE COMMISSION	5,485.00	5,485.00	84,300.00	78,815.00	6.5

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
01-50-40100 STRAIGHT TIME	35,767.83	35,767.83	450,243.00	414,475.17	7.9
01-50-40200 ALL OVERTIME	.00	.00	18,000.00	18,000.00	.0
01-50-40310 SICK BUY BACK	.00	.00	5,000.00	5,000.00	.0
01-50-40400 FICA TAXES	2,574.18	2,574.18	34,444.00	31,869.82	7.5
01-50-40410 I.M.R.F.	307.63	307.63	20,261.00	19,953.37	1.5
01-50-40415 HEALTH/VISION/LIFE INSURANCE	12,002.00	12,002.00	154,073.00	142,071.00	7.8
01-50-40500 UNIFORM ALLOWANCE	.00	.00	4,200.00	4,200.00	.0
01-50-51100 MAINTENANCE BUILDINGS	.00	.00	15,000.00	15,000.00	.0
01-50-51200 MAINTENANCE EQUIPMENT	8,891.50	8,891.50	37,000.00	28,108.50	24.0
01-50-51300 MAINTENANCE VEHICLE	8,734.62	8,734.62	100,000.00	91,265.38	8.7
01-50-52100 MAINTENANCE ELECTRICAL	.00	.00	177,985.00	177,985.00	.0
01-50-52400 CONTRACTUAL/PROF SERVICES	.00	.00	860,500.00	860,500.00	.0
01-50-54500 EQUIPMENT RENTAL	.00	.00	25,000.00	25,000.00	.0
01-50-55100 POSTAGE	.00	.00	250.00	250.00	.0
01-50-55410 CELLULAR PHONE	.00	.00	1,000.00	1,000.00	.0
01-50-55500 PRINTING	.00	.00	150.00	150.00	.0
01-50-56100 MEMBERSHIP & DUES	.00	.00	4,000.00	4,000.00	.0
01-50-56300 TRAINING/SEMINARS	.00	.00	8,000.00	8,000.00	.0
01-50-60100 OFFICE SUPPLIES	.00	.00	1,600.00	1,600.00	.0
01-50-60300 JANITORIAL SUPPLIES	.00	.00	10,000.00	10,000.00	.0
01-50-60600 OTHER SUPPLIES	2,079.56	2,079.56	34,181.00	32,101.44	6.1
01-50-61500 UNIFORMS	1,300.28	1,300.28	17,300.00	15,999.72	7.5
01-50-61700 MISCELLANEOUS	.00	.00	2,500.00	2,500.00	.0
01-50-62200 MAINTENANCE SUPPLIES	3,800.47	3,800.47	23,000.00	19,199.53	16.5
01-50-62610 GASOLINE	.00	.00	50,000.00	50,000.00	.0
01-50-62650 ELECTRIC	1,555.54	1,555.54	4,000.00	2,444.46	38.9
01-50-62670 HEAT	82.57	82.57	5,000.00	4,917.43	1.7
01-50-71000 LEASE PAYMENTS	152,409.97	152,409.97	38,515.74	(113,894.23)	395.7
01-50-87000 CAPITAL EQUIPMENT&FURNISHINGS	.00	.00	298,070.00	298,070.00	.0
01-50-87100 INTEREST EXPENSE	596.70	596.70	746.94	150.24	79.9
TOTAL PUBLIC WORKS	230,102.85	230,102.85	2,400,019.68	2,169,916.83	9.6

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LAND & BUILDINGS</u>					
01-53-40100 STRAIGHT ITME	21,374.38	21,374.38	287,103.02	265,728.64	7.4
01-53-40200 ALL OVERTIME	.00	.00	20,000.00	20,000.00	.0
01-53-40310 SICK BUY BACK	.00	.00	1,500.00	1,500.00	.0
01-53-40400 FICA TAXES	1,560.72	1,560.72	21,963.38	20,402.66	7.1
01-53-40410 I.M.R.F.	183.82	183.82	12,919.64	12,735.82	1.4
01-53-40415 HEALTH/VISION/LIFE INSURANCE	5,513.02	5,513.02	88,683.00	83,169.98	6.2
01-53-40500 UNIFORM ALLOWANCE	.00	.00	1,875.00	1,875.00	.0
01-53-51200 MAINTENANCE EQUIPMENT	.00	.00	18,000.00	18,000.00	.0
01-53-51300 MAINTENANCE VEHICLE	.00	.00	17,500.00	17,500.00	.0
01-53-52400 CONTRACTUAL SERVICES	15,293.63	15,293.63	148,500.00	133,206.37	10.3
01-53-54500 EQUIPMENT RENTAL	.00	.00	3,500.00	3,500.00	.0
01-53-55300 CELLULAR PHONES	.00	.00	300.00	300.00	.0
01-53-60300 JANITORIAL SUPPLIES	.00	.00	10,000.00	10,000.00	.0
01-53-61500 UNIFORMS	757.44	757.44	8,000.00	7,242.56	9.5
01-53-62200 MAINTENANCE SUPPLIES	.00	.00	3,500.00	3,500.00	.0
01-53-87000 CAPITAL OUTLAY-OVER \$5,000	.00	.00	44,070.00	44,070.00	.0
TOTAL LAND & BUILDINGS	44,683.01	44,683.01	687,414.04	642,731.03	6.5
<u>COMMUNITY DEVELOPMENT</u>					
01-54-40100 STRAIGHT TIME	10,224.19	10,224.19	216,325.68	206,101.49	4.7
01-54-40310 SICK BUY BACK	.00	.00	4,500.00	4,500.00	.0
01-54-40400 FICA TAXES	781.01	781.01	16,548.91	15,767.90	4.7
01-54-40410 I.M.R.F.	87.80	87.80	9,734.66	9,646.86	.9
01-54-40415 HEALTH/VISION/LIFE INSURANCE	.00	.00	32,019.00	32,019.00	.0
01-54-51300 MAINTENANCE VEHICLE	.00	.00	2,450.00	2,450.00	.0
01-54-52400 CONTRACTUAL/ PROF SERVICES	2,070.00	2,070.00	115,850.00	113,780.00	1.8
01-54-54500 EQUIPMENT RENTAL/LEASE	.00	.00	1,524.00	1,524.00	.0
01-54-55100 POSTAGE	.00	.00	2,000.00	2,000.00	.0
01-54-55410 CELLULAR PHONE	.00	.00	1,500.00	1,500.00	.0
01-54-55500 PRINTING	.00	.00	3,000.00	3,000.00	.0
01-54-56100 MEMBERSHIP & DUES	.00	.00	2,300.00	2,300.00	.0
01-54-56300 TRAINING/SEMINARS	.00	.00	10,000.00	10,000.00	.0
01-54-56600 REFERENCE MATERIAL	.00	.00	250.00	250.00	.0
01-54-60100 OFFICE/COMPUTER SUPPLIES	.00	.00	7,500.00	7,500.00	.0
01-54-61700 MISCELLANEOUS	.00	.00	500.00	500.00	.0
01-54-62610 GAS	.00	.00	700.00	700.00	.0
01-54-67906 HISTORIC PRESERVATION COMM	.00	.00	7,500.00	7,500.00	.0
01-54-67907 PLAN COMM/ZONING BOARD APPEAL	.00	.00	5,000.00	5,000.00	.0
01-54-87000 CAPITAL EQUIPMENT	.00	.00	7,500.00	7,500.00	.0
TOTAL COMMUNITY DEVELOPMENT	13,163.00	13,163.00	446,702.25	433,539.25	3.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HUMAN RESOURCES</u>					
01-56-40100 STRAIGHT TIME	13,869.96	13,869.96	168,920.00	155,050.04	8.2
01-56-40310 SICK BUY BACK	.00	.00	3,700.00	3,700.00	.0
01-56-40400 FICA TAXES	1,012.36	1,012.36	12,922.38	11,910.02	7.8
01-56-40410 I.M.R.F.	119.28	119.28	7,601.40	7,482.12	1.6
01-56-40415 HEALTH/VISION/LIFE INSURANCE	7,763.14	7,763.14	23,844.60	16,081.46	32.6
01-56-40550 UNEMPLOYMENT INSURANCE	96.19	96.19	10,000.00	9,903.81	1.0
01-56-40900 EMPLOYEE SOCIAL	.00	.00	25,000.00	25,000.00	.0
01-56-52400 CONTRACTUAL/PROF SERVICES	5,945.00	5,945.00	70,380.00	64,435.00	8.5
01-56-53800 ADVERTISING	.00	.00	5,000.00	5,000.00	.0
01-56-55100 POSTAGE	.00	.00	150.00	150.00	.0
01-56-55200 COURIER SERVICES	.00	.00	100.00	100.00	.0
01-56-55410 CELLULAR PHONE	.00	.00	650.00	650.00	.0
01-56-55500 PRINTING	.00	.00	500.00	500.00	.0
01-56-56100 MEMBERSHIP & DUES	.00	.00	600.00	600.00	.0
01-56-56300 TRAINING/SEMINARS	50.00	50.00	3,000.00	2,950.00	1.7
01-56-56600 REFERENCE MATERIAL	.00	.00	1,350.00	1,350.00	.0
01-56-59400 FIDELITY BONDS	.00	.00	2,000.00	2,000.00	.0
01-56-60100 OFFICE SUPPLIES	19.88	19.88	2,000.00	1,980.12	1.0
01-56-61700 MISC.	.00	.00	1,000.00	1,000.00	.0
TOTAL HUMAN RESOURCES	28,875.81	28,875.81	338,718.38	309,842.57	8.5
<u>TRANSFERS FROM OTHER FUNDS</u>					
01-99-99963 TRANSFER TO WORK CAP FUND	.00	.00	929,749.61	929,749.61	.0
TOTAL TRANSFERS FROM OTHER FU	.00	.00	929,749.61	929,749.61	.0
TOTAL FUND EXPENDITURES	2,243,612.06	2,243,612.06	35,885,527.00	33,641,914.94	6.3
NET REVENUE OVER EXPENDITURES	(264,996.64)	(264,996.64)	.00	264,996.64	.0

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING MAY 31, 2023

MOTOR FUEL TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>MOTOR FUEL TAX</u>						
12-10-30420	MOTOR FUEL TAX	83,533.53	83,533.53	945,500.00	861,966.47	8.8
12-10-30430	REBUILD ILLINOIS CAPITAL PLAN	.00	.00	1,383,139.00	1,383,139.00	.0
12-10-30440	REBUILD ILLINOIS	.00	.00	1,587,626.00	1,587,626.00	.0
TOTAL MOTOR FUEL TAX		83,533.53	83,533.53	3,916,265.00	3,832,731.47	2.1
TOTAL FUND REVENUE		83,533.53	83,533.53	3,916,265.00	3,832,731.47	2.1

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

MOTOR FUEL TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR FUEL TAX</u>					
12-10-40110 SALARY	11,756.26	11,756.26	138,121.00	126,364.74	8.5
12-10-40310 SICK BUY BACK	.00	.00	1,022.00	1,022.00	.0
12-10-40400 FICA TAXES	838.41	838.41	10,566.00	9,727.59	7.9
12-10-40410 IMRF	101.10	101.10	6,215.00	6,113.90	1.6
12-10-40415 HEALTH/VISION/LIFE INSURANCE	4,514.06	4,514.06	54,169.00	49,654.94	8.3
12-10-52400 CONTRACTUAL/PROF SERVICES	.00	.00	494,900.00	494,900.00	.0
12-10-80000 CAPITAL	.00	.00	2,475,865.00	2,475,865.00	.0
12-10-89013 GENERAL MAINTENANCE	13,712.32	13,712.32	735,407.00	721,694.68	1.9
TOTAL MOTOR FUEL TAX	30,922.15	30,922.15	3,916,265.00	3,885,342.85	.8
TOTAL FUND EXPENDITURES	30,922.15	30,922.15	3,916,265.00	3,885,342.85	.8
NET REVENUE OVER EXPENDITURES	52,611.38	52,611.38	.00	(52,611.38)	.0

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING MAY 31, 2023

CONTINENTAL COMMUNITY E911

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>E911</u>						
14-10-30370	INTEREST	1.11	1.11	.00	(1.11)	.0
	TOTAL E911	1.11	1.11	.00	(1.11)	.0
	TOTAL FUND REVENUE	1.11	1.11	.00	(1.11)	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

CONTINENTAL COMMUNITY E911

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>E911</u>						
14-10-92700	BANK FEES	12.00	12.00	.00	(12.00)	.0
	TOTAL E911	12.00	12.00	.00	(12.00)	.0
	TOTAL FUND EXPENDITURES	12.00	12.00	.00	(12.00)	.0
	NET REVENUE OVER EXPENDITURES	(10.89)	(10.89)	.00	10.89	.0

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING MAY 31, 2023

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
15-10-30520	.00	.00	150,000.00	150,000.00	.0
	.00	.00	150,000.00	150,000.00	.0
<u>RECREATION SERVICES</u>					
15-61-30540	.00	.00	5,000.00	5,000.00	.0
	.00	.00	5,000.00	5,000.00	.0
	.00	.00	155,000.00	155,000.00	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
15-60-52400 CONTRACTUAL/PROF SERVICES	15,190.00	15,190.00	150,000.00	134,810.00	10.1
15-60-55400 TELEPHONE	.00	.00	2,500.00	2,500.00	.0
15-60-62650 ELECTRIC	.00	.00	1,000.00	1,000.00	.0
15-60-62670 HEAT	163.91	163.91	1,500.00	1,336.09	10.9
TOTAL PARKS & RECREATION	15,353.91	15,353.91	155,000.00	139,646.09	9.9
TOTAL FUND EXPENDITURES	15,353.91	15,353.91	155,000.00	139,646.09	9.9
NET REVENUE OVER EXPENDITURES	(15,353.91)	(15,353.91)	.00	15,353.91	.0

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING MAY 31, 2023

CDBG

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CDBG</u>					
21-10-30100 ILLINOIS YES PROGRAM REVENUE	.00	.00	200,000.00	200,000.00	.0
TOTAL CDBG	.00	.00	200,000.00	200,000.00	.0
TOTAL FUND REVENUE	.00	.00	200,000.00	200,000.00	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

CDBG

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CDBG</u>						
21-10-87507	21ST AVE CDBG IMPROVEMENT	1,672.00	1,672.00	.00	(1,672.00)	.0
21-10-87510	2023 CDBG ROADWAY IMP.	.00	.00	200,000.00	200,000.00	.0
TOTAL CDBG		1,672.00	1,672.00	200,000.00	198,328.00	.8
TOTAL FUND EXPENDITURES		1,672.00	1,672.00	200,000.00	198,328.00	.8
NET REVENUE OVER EXPENDITURES		(1,672.00)	(1,672.00)	.00	1,672.00	.0

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING MAY 31, 2023

FEDERAL GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FEDERAL GRANT FUNDS</u>					
22-10-30300 COPS HIRING RECOVERY PROGRAM	.00	.00	166,667.00	166,667.00	.0
22-10-30700 AMERICAN RESCURE PLAN ACT	.00	.00	1,570,000.00	1,570,000.00	.0
TOTAL FEDERAL GRANT FUNDS	.00	.00	1,736,667.00	1,736,667.00	.0
TOTAL FUND REVENUE	.00	.00	1,736,667.00	1,736,667.00	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

FEDERAL GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COPS HIRING RECOVERY PROGRAM</u>					
22-34-40100 SALARY- COPS HIRING GRANT	.00	.00	166,667.00	166,667.00	.0
TOTAL COPS HIRING RECOVERY PRO	.00	.00	166,667.00	166,667.00	.0
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22-36-52400 CONTRACTUAL /PROF SERVICES	14.00	14.00	.00 (14.00)	.0
TOTAL DEPARTMENT 36	14.00	14.00	.00 (14.00)	.0
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22-39-10000 PUBLIC HEALTH	.00	.00	300,000.00	300,000.00	.0
22-39-20000 NEGATIVE ECONOMIC IMPACT	.00	.00	750,000.00	750,000.00	.0
22-39-30000 SERVICES TO IMPACTED COMM	.00	.00	20,000.00	20,000.00	.0
22-39-40000 PREMIUM PAY	.00	.00	100,000.00	100,000.00	.0
22-39-50000 INFRASTRUCTURE	.00	.00	250,000.00	250,000.00	.0
22-39-70000 ADMINISTRATIVE	.00	.00	150,000.00	150,000.00	.0
TOTAL DEPARTMENT 39	.00	.00	1,570,000.00	1,570,000.00	.0
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22-40-40100 SALARIES	25,940.00	25,940.00	.00 (25,940.00)	.0
22-40-52400 CONTRACTUAL/PROF SERVICES	4,240.00	4,240.00	.00 (4,240.00)	.0
22-40-52500 ADMINISTRATION	4,080.00	4,080.00	.00 (4,080.00)	.0
22-40-60400 SUPPLIES	87.87	87.87	.00 (87.87)	.0
22-40-61500 APPAREL	450.00	450.00	.00 (450.00)	.0
22-40-80100 TECHNOLOGY	1,661.78	1,661.78	.00 (1,661.78)	.0
TOTAL DEPARTMENT 40	36,459.65	36,459.65	.00 (36,459.65)	.0
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TOTAL FUND EXPENDITURES	36,473.65	36,473.65	1,736,667.00	1,700,193.35	2.1
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NET REVENUE OVER EXPENDITURES	(36,473.65)	(36,473.65)	.00	36,473.65	.0

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING MAY 31, 2023

2015 BOND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>2015 BOND FUND</u>					
30-10-30370 INTEREST	3,919.29	3,919.29	.00	(3,919.29)	.0
TOTAL 2015 BOND FUND	3,919.29	3,919.29	.00	(3,919.29)	.0
TOTAL FUND REVENUE	3,919.29	3,919.29	.00	(3,919.29)	.0
NET REVENUE OVER EXPENDITURES	3,919.29	3,919.29	.00	(3,919.29)	.0

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER COLLECTIONS</u>					
41-55-30600 SALE OF WATER METERS	3,922.00	3,922.00	25,000.00	21,078.00	15.7
41-55-30700 WATER DEPOSITS	(700.00)	(700.00)	(5,000.00)	(4,300.00)	(14.0)
41-55-30710 WATER SALES	579,979.06	579,979.06	7,594,458.00	7,014,478.94	7.6
41-55-30711 PENALTIES	36,428.33	36,428.33	350,000.00	313,571.67	10.4
41-55-30712 WRITE OFF/ADJUSTMENTS	.00	.00	(1,500.00)	(1,500.00)	.0
41-55-30716 TURNING WATER BACK ON	3,275.00	3,275.00	30,000.00	26,725.00	10.9
41-55-30750 SEWER REVENUE	27,346.58	27,346.58	324,000.00	296,653.42	8.4
41-55-30800 GARBAGE REVENUE	152,032.43	152,032.43	1,887,647.00	1,735,614.57	8.1
TOTAL WATER COLLECTIONS	802,283.40	802,283.40	10,204,605.00	9,402,321.60	7.9
TOTAL FUND REVENUE	802,283.40	802,283.40	10,204,605.00	9,402,321.60	7.9

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUMP STATION OPERATIONS</u>					
41-51-40100 STRAIGHT TIME	6,089.60	6,089.60	81,539.74	75,450.14	7.5
41-51-40200 ALL OVERTIME	.00	.00	1,500.00	1,500.00	.0
41-51-40310 SICK BUY BACK	.00	.00	1,882.00	1,882.00	.0
41-51-40400 FICA TAXES	434.00	434.00	6,237.79	5,803.79	7.0
41-51-40410 I.M.R.F.	52.38	52.38	3,669.29	3,616.91	1.4
41-51-40415 HEALTH/VISION/LIFE INSURANCE	2,360.02	2,360.02	29,519.60	27,159.58	8.0
41-51-40500 UNIFORM ALLOWANCE	.00	.00	750.00	750.00	.0
41-51-51100 MAINTENANCE BUILDINGS	.00	.00	16,000.00	16,000.00	.0
41-51-51200 MAINTENANCE EQUIPMENT	2,247.84	2,247.84	26,000.00	23,752.16	8.7
41-51-52400 CONTRACTUAL/PROF SERVICES	70.00	70.00	78,500.00	78,430.00	.1
41-51-55300 CELLULAR PHONE	.00	.00	540.00	540.00	.0
41-51-55500 PRINTING	.00	.00	500.00	500.00	.0
41-51-56300 TRAIN/SEMINARS	.00	.00	3,000.00	3,000.00	.0
41-51-61500 UNIFORMS	114.54	114.54	1,300.00	1,185.46	8.8
41-51-62200 MAINTENANCE SUPPLIES	.00	.00	26,000.00	26,000.00	.0
41-51-62650 ELECTRIC	4,392.43	4,392.43	1,200.00	(3,192.43)	366.0
41-51-62670 HEAT	.00	.00	2,400.00	2,400.00	.0
41-51-87000 CAPITAL OUTLAY - OVER \$5,000	.00	.00	8,000.00	8,000.00	.0
TOTAL PUMP STATION OPERATIONS	15,760.81	15,760.81	288,538.42	272,777.61	5.5

WATER & SEWER MAINTENANCE

41-52-40100 STRAIGHT TIME	27,894.88	27,894.88	407,840.00	379,945.12	6.8
41-52-40200 ALL OVERTIME	3,766.24	3,766.24	35,000.00	31,233.76	10.8
41-52-40310 SICK BUY BACK	.00	.00	4,700.00	4,700.00	.0
41-52-40400 FICA TAXES	2,289.29	2,289.29	31,199.76	28,910.47	7.3
41-52-40410 I.M.R.F.	272.29	272.29	18,352.80	18,080.51	1.5
41-52-40415 HEALTH/VISION/LIFE INSURANCE	9,834.68	9,834.68	122,581.80	112,747.12	8.0
41-52-40500 UNIFORM ALLOWANCE	.00	.00	2,400.00	2,400.00	.0
41-52-51200 MAINTENANCE EQUIPMENT	.00	.00	10,000.00	10,000.00	.0
41-52-51300 MAINTENANCE VEHICLE	.00	.00	35,000.00	35,000.00	.0
41-52-52400 CONTRACTUAL/PROF SERVICES	2,384.00	2,384.00	1,634,343.00	1,631,959.00	.2
41-52-53400 WATER & SEWER REPAIRS	.00	.00	500,000.00	500,000.00	.0
41-52-54500 EQUIPMENT RENTAL	572.10	572.10	15,000.00	14,427.90	3.8
41-52-55300 CELLULAR PHONE	.00	.00	750.00	750.00	.0
41-52-56300 TRAINING / SEMINARS	.00	.00	8,000.00	8,000.00	.0
41-52-60600 CAPITAL OUTLAY-UNDER \$5,000	16,652.56	16,652.56	91,000.00	74,347.44	18.3
41-52-61500 UNIFORMS	803.75	803.75	5,720.00	4,916.25	14.1
41-52-62200 MAINTENANCE SUPPLIES	3,062.02	3,062.02	15,000.00	11,937.98	20.4
41-52-62610 GASOLINE	.00	.00	5,000.00	5,000.00	.0
41-52-87000 CAPITAL OUTLAY-OVER \$5,000	.00	.00	129,000.00	129,000.00	.0
41-52-87001 FLOOD CONTROL ASSISTANCE	1,750.00	1,750.00	50,000.00	48,250.00	3.5
TOTAL WATER & SEWER MAINTENAN	69,281.81	69,281.81	3,120,887.36	3,051,605.55	2.2

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER COLLECTIONS</u>					
41-55-40100 STRAIGHT TIME	15,333.02	15,333.02	306,401.76	291,068.74	5.0
41-55-40200 ALL OVERTIME	.00	.00	2,500.00	2,500.00	.0
41-55-40310 SICK BUY BACK	.00	.00	2,500.00	2,500.00	.0
41-55-40400 FICA TAXES	1,027.08	1,027.08	23,439.73	22,412.65	4.4
41-55-40410 I.M.R.F.	123.43	123.43	13,788.08	13,664.65	.9
41-55-40415 HEALTH/VISION/LIFE INSURANCE	4,957.21	4,957.21	98,399.80	93,442.59	5.0
41-55-52400 CONTRACTUAL/PROF SERVICES	67,283.25	67,283.25	384,160.00	316,876.75	17.5
41-55-54500 EQUIPMENT RENTAL/LEASE	.00	.00	1,500.00	1,500.00	.0
41-55-55100 POSTAGE	.00	.00	10,000.00	10,000.00	.0
41-55-55500 PRINTING	.00	.00	5,000.00	5,000.00	.0
41-55-56300 TRAINING/SEMINARS	.00	.00	20,000.00	20,000.00	.0
41-55-57300 WATER PURCHASES	.00	.00	3,500,000.00	3,500,000.00	.0
41-55-57301 VOLUME CHARGE - MELROSE PARK	53,053.31	53,053.31	660,000.00	606,946.69	8.0
41-55-57400 GARBAGE EXPENSE	.00	.00	1,738,740.00	1,738,740.00	.0
41-55-57600 LIEN FILING FEES	.00	.00	5,000.00	5,000.00	.0
41-55-57665 REFUND WATER DEPOSITS	.00	.00	5,000.00	5,000.00	.0
41-55-60100 OFFICE SUPPLIES	127.89	127.89	5,000.00	4,872.11	2.6
41-55-61500 UNIFORMS	1,500.00	1,500.00	3,750.00	2,250.00	40.0
41-55-62200 MAINTENANCE SUPPLIES	.00	.00	10,000.00	10,000.00	.0
TOTAL WATER COLLECTIONS	143,405.19	143,405.19	6,795,179.37	6,651,774.18	2.1
TOTAL FUND EXPENDITURES	228,447.81	228,447.81	10,204,605.15	9,976,157.34	2.2
NET REVENUE OVER EXPENDITURES	573,835.59	573,835.59	(.15)	(573,835.74)	38255

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING MAY 31, 2023

ST CHARLES TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
71-33-30370 INTEREST	227.31	227.31	.00	(227.31)	.0
TOTAL TIF ADMINISTRATION	227.31	227.31	.00	(227.31)	.0
TOTAL FUND REVENUE	227.31	227.31	.00	(227.31)	.0
NET REVENUE OVER EXPENDITURES	227.31	227.31	.00	(227.31)	.0

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING MAY 31, 2023

MADISON AVE TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
72-33-30370 INTEREST	.00	.00	1,000.00	1,000.00	.0
72-33-30620 MADISON AVE TIF	.00	.00	2,628,766.00	2,628,766.00	.0
TOTAL TIF ADMINISTRATION	.00	.00	2,629,766.00	2,629,766.00	.0
TOTAL FUND REVENUE	.00	.00	2,629,766.00	2,629,766.00	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

MADISON AVE TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
72-33-40100 REGULAR SALARIES	8,340.80	8,340.80	163,521.00	155,180.20	5.1
72-33-40310 SICK BUY BACK	.00	.00	3,437.00	3,437.00	.0
72-33-40400 FICA TAXES	625.90	625.90	12,509.00	11,883.10	5.0
72-33-40410 IMRF	71.61	71.61	7,358.00	7,286.39	1.0
72-33-40415 HEALTH/VISION/LIFE INSURANCE	832.18	832.18	31,441.00	30,608.82	2.7
72-33-52400 CONTRACTUAL/PROF SERVICES	600.00	600.00	425,500.00	424,900.00	.1
72-33-80000 CAPITAL PROJECTS	.00	.00	1,351,000.00	1,351,000.00	.0
72-33-82000 PUBLIC IMPROVEMENTS	.00	.00	335,000.00	335,000.00	.0
72-33-87000 BUSINESS IMPROVEMENT PROGRAM	.00	.00	200,000.00	200,000.00	.0
72-33-88000 CURB APPEAL PILOT PROGRAM	.00	.00	100,000.00	100,000.00	.0
TOTAL TIF ADMINISTRATION	10,470.49	10,470.49	2,629,766.00	2,619,295.51	.4
TOTAL FUND EXPENDITURES	10,470.49	10,470.49	2,629,766.00	2,619,295.51	.4
NET REVENUE OVER EXPENDITURES	(10,470.49)	(10,470.49)	.00	10,470.49	.0

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING MAY 31, 2023

ROOSEVELT ROAD TIF

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>TIF ADMINISTRATION</u>					
73-33-30620 ROOSEVELT TIF	.00	.00	400,000.00	400,000.00	.0
TOTAL TIF ADMINISTRATION	.00	.00	400,000.00	400,000.00	.0
TOTAL FUND REVENUE	.00	.00	400,000.00	400,000.00	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

ROOSEVELT ROAD TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
73-33-40100 STRAIGHT TIME	6,134.53	6,134.53	53,240.00	47,105.47	11.5
73-33-40310 SICK BUY BACK	.00	.00	1,968.00	1,968.00	.0
73-33-40400 FICA	465.13	465.13	4,072.86	3,607.73	11.4
73-33-40410 IMRF	52.64	52.64	2,395.80	2,343.16	2.2
73-33-40415 HEALTH/VISION/LIFE INSURANCE	235.96	235.96	16,958.60	16,722.64	1.4
73-33-52400 CONTRACTUAL/PROF SERVICES	.00	.00	121,365.00	121,365.00	.0
73-33-86000 PUBLIC IMPROVEMENTS	.00	.00	50,000.00	50,000.00	.0
73-33-87000 BUSINESS IMPROVEMENT PROGRAM	.00	.00	100,000.00	100,000.00	.0
73-33-88000 CURB APPEAL PILOT PROGRAM	.00	.00	50,000.00	50,000.00	.0
TOTAL TIF ADMINISTRATION	6,888.26	6,888.26	400,000.26	393,112.00	1.7
TOTAL FUND EXPENDITURES	6,888.26	6,888.26	400,000.26	393,112.00	1.7
NET REVENUE OVER EXPENDITURES	(6,888.26)	(6,888.26)	(.26)	6,888.00	(26493)

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING MAY 31, 2023

MAYWOOD JAG GRANT PROGRAM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
74-33-40200 POLICE OVERTIME	5,202.14	5,202.14	.00	(5,202.14)	.0
TOTAL DEPARTMENT 33	5,202.14	5,202.14	.00	(5,202.14)	.0
TOTAL FUND EXPENDITURES	5,202.14	5,202.14	.00	(5,202.14)	.0
NET REVENUE OVER EXPENDITURES	(5,202.14)	(5,202.14)	.00	5,202.14	.0



Village of Maywood

Financial Report



OMNIBUS ITEM-FINANCIAL REPORT

It is with recommendation that the total below payments of \$3,002,004.18 be approved for payment.

	Vendor	Description	Amount	Expense
1	Accutron	Computer Consulting Services	\$7,916.66	01-18-51700
2	Acqua Contractors	Construction Services	\$617,550.74	21-10-87470
3	Chicago Cleaning	Janitorial Services	\$7,500.00	01-53-52400
4	City of Chicago	Water Services	\$310,368.61	41-55-57300
5	Core & Main	Water/Sewer Supplies	\$20,101.00	41-52-60600
6	De Lage Landen	Complete Care Agreement	\$27,527.59	01-18-61100
7	Franzen Plumbing	Leaking Pipes	\$5,230.00	01-50-51100
8	H&H	Street Light Maintenance	\$61,368.05	01-50-52100
9	Hancock Engineering	Engineering Services	\$202,829.97	Various Accounts
10	IDS	ID Machine	\$6,485.60	TBD
11	IDOT	Construction Services	\$401,858.57	TBD
12	IDOT	Traffic Signal Maintenance	\$6,303.51	01-50-52400
13	J Nardulli	2022 Roadway Improvements	\$278,557.32	Madison TIF
14	Klein Thorpe & Jenkins	Legal Services	\$35,437.92	01-15-52400/TIF
15	LRS	Waste Disposal/Garbage Pick Up	\$431,164.13	Various Accounts
16	M&J Asphalt	Pavement Patching Program	\$95,549.03	01-50-52400
17	Maywood Public Library	Personal Property Tax	\$28,741.33	01-14-61850
18	Nafisco	Street Signs	\$10,525.90	01-50-60600
19	Schroeder Asphalt Svcs	2023 CDBG Roadway Improvements	\$77,851.13	CDBG
20	Schroeder Asphalt Svcs	2022 Roadway Improvements	\$268,807.72	TBD
21	Utility Service Co	Tank-Quarterly Pedisphere	\$8,561.70	41-52-87000
22	Village of Melrose Park	Water Services	\$51,749.74	41-55-57301
23	WexBank Fleet Svcs	Retail Fuel Purchases	\$21,618.60	Various Accounts
24	Winkler Tree Service	Tree Removals	\$18,399.36	01-50-52400

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager *JK*
DATE: August 2, 2023
SUBJECT: Payment Approval, Accu-tron Computer Service

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

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>	<u>Service Dates</u>
231198	08/02/2023	\$7,916.66	August 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
 Chicago, IL 60601

INVOICE

INVOICE # 231198
 DATE: 8/2/2023

BILL TO:

Village of Maywood
 40 Madison Street
 Maywood, IL 60153
 708-450-6300


	P.O. NUMBER	PROJECT	TERMS
			Due on receipt

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Computer Consulting Services for the Month of August 2023	\$7,916.66	\$7,916.66
	Computer Consulting Service Week End 8/4/2023		
	Computer Consulting Service Week End 8/11/2023		
	Computer Consulting Service Week End 8/18/2023		
	Computer Consulting Service Week End 8/25/2023		
TOTAL DUE			\$7,916.66

Make all checks payable to AccuTron Systems, Inc
 If you have any questions concerning this invoice, contact Marvin Savage 312-671-0420, msavage@maywood-il.org

THANK YOU FOR YOUR BUSINESS!

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, Acqua Contractors Corp

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #2301-05 dated 07/14/2023 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 June 30, 2023, and July 14, 2023. Generally, the work performed within this period is paving/roadway restoration work located along 6th Avenue and 8th Avenue, miscellaneous ancillary sewer and water items, and landscaping restoration preparatory work. 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 \$617,550.74 be approved for payment. The expense account to be charged: to be determined.

July 21, 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. 5

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 June 30, 2023 and July 14, 2023. Generally, the work performed within this period is paving/roadway restoration work located along 6th Avenue and 8th Avenue, miscellaneous ancillary sewer and water items, and landscaping restoration preparatory work. 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. 2301-04 in the amount of \$617,550.74. We have attached the Contractor's Affidavit and Waivers of Lien for this Pay Estimate No. 5. 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

July 21, 2023

Page 2 of 2

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 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. 5
 July 18, 2023

No.	Items	Unit	ADJUSTED CONTRACT VALUE			QUANTITY			Completed	Unit Price	Amount
			Quantity	Value	Overage	Remaining	Amount				
1	Earth Excavation	CuYd	2,500	\$ 150,000.00	0	609	1891	\$ 60.00	\$ 113,460.00		
2	Undercut Excavation	CuYd	1,493	\$ 89,580.00	0	1,263	230	\$ 60.00	\$ 13,800.00		
3	Porous Granular Embankment, 3"	CuYd	1,493	\$ 52,255.00	0	1,263	230	\$ 35.00	\$ 8,050.00		
4	Exploratory Excavation	Hour	8	\$ 6,400.00	0	2	6	\$ 800.00	\$ 4,800.00		
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	845	10255	\$ 5.00	\$ 51,275.00		
7	Sidewalk Removal	SqFt	40,350	\$ 80,700.00	0	6,928	33422	\$ 2.00	\$ 66,844.00		
8	Driveway Pavement Removal	SqYd	1,750	\$ 21,000.00	0	431	1319	\$ 12.00	\$ 15,828.00		
9	Pavement Removal	SqYd	16,424	\$ 131,392.00	0	3,275	13149	\$ 8.00	\$ 105,192.00		
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	794	4521	\$ 9.00	\$ 40,689.00		
12	8" Dia DIP, Class 52, Water Main	Foot	1,600	\$ 192,000.00	0	91	1509	\$ 120.00	\$ 181,080.00		
13	6" Dia DIP, Class 52, Water Main	Foot	110	\$ 16,500.00	0	65	45	\$ 150.00	\$ 6,750.00		
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	2	0	3	\$ 400.00	\$ 1,200.00		
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	24	56	\$ 83.00	\$ 4,648.00		
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	6	0	\$ 200.00	\$ -		
22	Short Water Service, 1"	Each	25	\$ 57,500.00	0	2	23	\$ 2,300.00	\$ 52,900.00		
23	Long Water Service, 1" (Directional Bore)	Each	38	\$ 125,400.00	0	3	35	\$ 3,300.00	\$ 115,500.00		
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	3	0	12	\$ 7,300.00	\$ 87,600.00		

I-290 Corridor Storm Sewer Separation Project
 Owner: Village of Maywood
 Contractor: Acqua Contractors
 Engineer: Edwin Hancock Engineering Co.
 Engineer's Pay Estimate No. 5
 July 18, 2023

No.	Items	Unit	ADJUSTED CONTRACT VALUE			QUANTITY			Completed	Unit Price	Amount
			Quantity	Value	Overage	Remaining	Completed				
31	Pressure Testing and Disinfection	L.S.	1	\$ 2,500.00	0	0	0	1	\$ 2,500.00	\$ 2,500.00	
32	10" Dia PVC Combined Sewer Pipe Replacement	Foot	55	\$ 8,690.00	4	0	0	59	\$ 158.00	\$ 9,322.00	
33	12" Diameter, PVC Combined Sewer Pipe Replacement	Foot	115	\$ 20,125.00	0	0	9	106	\$ 175.00	\$ 18,550.00	
34	Additional 10" Diameter, PVC Combined Sewer Pipe Replacement	Foot	10	\$ 1,600.00	0	0	6	4	\$ 160.00	\$ 640.00	
35	Additional 12" Diameter, PVC Combined Sewer Pipe Replacement	Foot	10	\$ 1,780.00	17	0	27	0	\$ 178.00	\$ 4,806.00	
36	6" Diameter, PVC Sanitary Sewer Service Pipe	Foot	775	\$ 100,750.00	0	241	534	\$ 130.00	\$ 69,420.00		
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	121	302	\$ 130.00	\$ 39,260.00		
40	8" Diameter, PVC Storm Sewer Pipe	Foot	80	\$ 11,200.00	0	30	50	\$ 140.00	\$ 7,000.00		
41	10" Diameter, PVC Storm Sewer Pipe	Foot	885	\$ 139,830.00	0	418	467	\$ 158.00	\$ 73,786.00		
42	12" Diameter, PVC Storm Sewer Pipe	Foot	490	\$ 84,770.00	0	69	518	\$ 173.00	\$ 72,833.00		
43	10" Diameter, DIP Storm Sewer Pipe	Foot	555	\$ 101,565.00	0	37	83	\$ 201.00	\$ 16,683.00		
44	12" Diameter, DIP Storm Sewer Pipe	Foot	100	\$ 20,100.00	0	17	83	\$ 201.00	\$ 16,683.00		
45	18" Diameter, RCP Storm Sewer Pipe	Foot	2,375	\$ 581,875.00	0	30	2345	\$ 245.00	\$ 574,525.00		
46	36" Diameter, RCP Storm Sewer Pipe (Above Combined Sewer)	Foot	825	\$ 219,450.00	0	24	801	\$ 266.00	\$ 213,066.00		
47	36" Diameter, RCP Storm Sewer Pipe (Below Combined Sewer)	Foot	1,675	\$ 502,500.00	0	24	1651	\$ 300.00	\$ 495,300.00		
48	Trench Backfill	CuYd	9,212	\$ 230,300.00	0	2,062	7150	\$ 25.00	\$ 178,750.00		
49	Inlet, Type A, Type 1 Frame, Open Lid	Each	3	\$ 5,064.72	0	1	2	\$ 1,688.24	\$ 3,376.48		
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	20	2	\$ 800.00	\$ 1,600.00		
57	Structure to be Reconstructed	Each	26	\$ 41,600.00	0	11	15	\$ 1,600.00	\$ 24,000.00		
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	28	105	\$ 150.00	\$ 15,750.00		
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	14	8	\$ 750.00	\$ 6,000.00		
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	760	10255	\$ 36.00	\$ 369,180.00		
65	Portland Cement Concrete Sidewalk, 5"	SqFt	40,350	\$ 363,150.00	0	6,928	33422	\$ 9.00	\$ 300,798.00		
66	Detectable Warnings	SqFt	1,450	\$ 51,475.00	0	200	1250	\$ 35.50	\$ 44,375.00		
67	Portland Cement Concrete Driveway Pavement, 7"	SqYd	1,750	\$ 122,500.00	0	431	1319	\$ 70.00	\$ 92,330.00		
68	Portland Cement Concrete Driveway Pavement, 8"	SqYd	375	\$ 28,125.00	0	204	171	\$ 75.00	\$ 12,825.00		
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	804	3620	\$ 65.50	\$ 237,110.00		

I-290 Corridor Storm Sewer Separation Project
 Owner: Village of Maywood
 Contractor: Acqua Contractors
 Engineer: Edwin Hancock Engineering Co.
 Engineer's Pay Estimate No. 5
 July 18, 2023

No.	Items	Unit	ADJUSTED CONTRACT VALUE			QUANTITY			Completed	Unit Price	Amount
			Quantity	Value	Overage	Remaining	Amount				
71	Deformed Tie Bars	Each	865	\$ 8,650.00	9	0	874	\$ 10.00	\$ 8,740.00		
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	4,815	9185	\$ 1.56	\$ 14,328.60		
75	Aggregate Base Course, Type B, 6"	SqYd	11,000	\$ 121,000.00	0	1,471	9529	\$ 11.00	\$ 104,819.00		
76	Bituminous Materials (Tack Coat) SS-1	Gallon	1,855	\$ 2,782.50	0	1,205	650	\$ 1.50	\$ 975.00		
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	413	2387	\$ 110.00	\$ 262,570.00		
79	Leveling Binder (Machine Method), N50	Ton	783	\$ 121,365.00	0	55	728	\$ 155.00	\$ 112,840.00		
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	1	\$ 15,000.00	\$ 15,000.00		
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	0.9	\$ 57,138.68	\$ 51,424.81		

Total Awarded Contract Value \$ 7,302,000.00
 Less Amount Retained, 5% \$ 365,100.00
 Less Amount, Previous Invoices \$ 2,75,701.53
 Total Amount Due, Pay Estimate No. 5 \$ 4,620,778.25
 \$ 617,550.74



INVOICE

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

Date: July 14, 2023
 Invoice # 2301-05
 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 #5	
CONTRACT	\$7,302,000.00
CHANGE ORDERS APPROVED TO DATE	<u>\$0.00</u>
TOTAL CONTRACT AMOUNT TO DATE	\$7,302,000.00
WORK COMPLETED TO DATE	\$5,514,030.52
LESS 5% RETENTION	<u>\$275,701.53</u>
	\$5,238,328.99
LESS PRIOR PAYMENT	<u>-\$4,620,778.25</u>
CURRENT AMOUNT DUE	\$617,550.74
TOTAL AMOUNT DUE THIS INVOICE	<u>\$617,550.74</u>

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

Page ____ of ____ Pages

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 that he/she has a contract with Village of Maywood
(company name)
owner for Storm Sewer Separation Project, on the following described premises in Cook County, IL to wit:
(type of work being performed)

1290 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	\$3,543,684.51	\$140,972.71	\$0.00	\$2,131,097.90	\$392,401.21	\$1,020,185.40
Welch Bros 1050 St Charles St Elgin, IL 60121	Precast Concrete Structures	\$374,761.84	\$0.00	\$0.00	\$352,870.84	\$21,891.00	\$0.00
Core & Main 3415 Ohio Avenue St. Charles, IL 60174	Water & Sewer Related Materials	\$260,924.40	\$0.00	\$0.00	\$260,924.40		\$0.00
Highway Safety 1756 Armitage Ct Addison IL 60101	Traffic Control	\$25,140.00	\$4,242.37	\$0.00	\$19,090.69	\$5,142.48	\$906.83
JG Demo 741 W. Racquet Club Drive Addison, IL 60101	Concrete	\$1,153,263.50	\$80,580.96	\$0.00	\$725,228.64		\$428,034.86
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	\$49,905.49	\$0.00	\$273,396.08	\$43,309.39	\$317,294.53
Vulcan Materials LLC 5500 Joliet Road McCook, IL 60525	Trucking	\$450,000.00	\$0.00	\$0.00	\$408,438.45	\$38,416.42	\$3,145.13
Y & V Transport Inc. 6104 S. Karlov Ave Chicago, IL 60629	Trucking	\$241,448.75	\$0.00	\$0.00	\$226,775.00	\$14,673.75	\$0.00
Adriatica Construction Co 42W312 Keslinger Rd Elburn, IL 60119	Trucking	\$330,000.00	\$0.00	\$0.00	\$222,956.25	\$101,716.49	\$5,327.26
TOTAL		\$7,302,000.00	\$275,701.53	\$0.00	\$4,620,778.25	\$617,550.74	\$2,063,671.01
AMOUNT OF ORIGINAL CONTRACT	\$7,302,000.00	WORK COMPLETED TO DATE	\$5,514,030.52				
EXTRAS TO CONTRACT (+)	\$0.00	LESS 5 % RETAINED	\$275,701.53				
TOTAL CONTRACT AND EXTRAS	\$7,302,000.00	NET AMOUNT EARNED	\$5,238,328.99				
CREDITS TO CONTRACT (-)	\$0.00	NET PREVIOUSLY PAID	\$4,620,778.25				
ADJUSTED TOTAL CONTRACT	\$7,302,000.00	NET AMOUNT OF THIS PAYMENT	\$617,550.74				
		BALANCE TO BECOME DUE (including retention)	\$2,063,671.01				

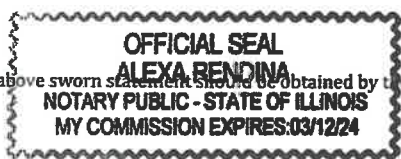
It is understood that the total amount paid to date plus the amount requested in this application shall not exceed ____% of the cost of work completed to date.
I agree to furnish Waivers of Lien for all materials under my contract when demanded.

SIGNED: _____
(Signature)

(Position)

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

Affix Notary Seal



Notary Public

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

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

\$617,550.74

) 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 thereon, 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

14

Day of

July

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

\$4,620,778.25

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 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	\$3,543,684.51	\$2,131,097.90	\$392,401.21	\$1,020,185.40
Nelch Bros	Precast Structures	\$374,761.84	\$352,870.84	\$21,891.00	\$0.00
Core & Main	Water & Sewer Mtis	\$260,924.40	\$260,924.40		\$0.00
G Demo	Concrete	\$1,153,263.50	\$725,228.64		\$428,034.86
JelToro Landscaping	Landscape	\$288,777.00	\$0.00	\$0.00	\$288,777.00
McGill Construction	HMA	\$634,000.00	\$273,396.08	\$43,309.39	\$317,294.53
Highway Safety Corp	Traffic Control	\$25,140.00	\$19,090.69	\$5,142.48	\$906.83
Volcan Materials	Stone/Dirt Dumps	\$450,000.00	\$408,438.45	\$38,416.42	\$3,145.13
R&V Transport Inc	Trucking	\$241,448.75	\$226,775.00	\$14,673.75	\$0.00
Mariatica Construction Co	Trucking	\$330,000.00	\$222,956.25	\$101,716.49	\$5,327.26
TOTAL LABOR AND MATERIAL TO COMPLETE		\$7,302,000.00	\$4,620,778.25	\$617,550.74	\$2,063,671.01

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

14

day of

July

2023.

Signature

14

63
day of

Alex Rendina | President

July

2023.

OFFICIAL SEAL
Subscribed and sworn to before me this
ALEXA RENDINA
NOTARY PUBLIC - STATE OF ILLINOIS
EXPIRES 03/12/24
EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

OWNER: Village of Maywood
 PAY REQUEST #: 5
 CONTRACT #: 1290
 PROJECT: 1290 Corridor Storm Sewer Separation
 PERIOD END: July 14, 2023
 ACQUA JOB #: 2301



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

ACQUA CONTRACT #	ITEM #	DESCRIPTION	CONTRACT QUANTITY	UNIT	COST/UNIT	BID COST	PREVIOUSLY BILLED QUANTITY	COST	CURRENT QUANTITY	BILLING COST	COMPLETED QUANTITY	DATE
66	1450	Detachable Manholes	1450	SF	36.50	51,475.00	1,220.00	43,310.00	30.00	1,085.00	1,250.00	44,376.00
67	1750	Portland Cement Concrete Driveway Pavement, 7"	1750	SY	76.00	122,500.00	990.00	63,000.00	418.00	29,330.00	1,319.00	52,330.00
68	3175	White Wet Compound	3175	SY	75.00	21,150.00	176.00	13,200.00	(5.00)	(375.00)	171.00	12,825.00
69	8630	Portland Cement Concrete Base Course, 6"	8630	SY	1.50	12,945.00	3,000.00	186,500.00	620.00	40,610.00	3,620.00	237,110.00
70	4424	Deformed Tie Bars	4424	EA	10.00	8,650.00	100.00	1,000.00	774.00	7,740.00	874.00	8,740.00
71	695	Incidental Hot-Mix Asphalt Surfacing	695	TON	236.00	10,620.00	5.00	1,175.00	-	-	5.00	1,175.00
72	45	Geogrid for Ground Stabilization	45	TON	1.56	21,840.00	8,500.00	13,260.00	695.00	1,088.80	9,185.00	14,328.80
73	14000	Aggregate Base Course, Type B, 6"	14000	SY	11.00	121,000.00	8,500.00	97,500.00	628.00	6,919.00	8,579.00	104,819.00
74	11000	Bluntious Materials (Leak Coat) SS-1	11000	GAL	1.50	2,722.50	690.00	975.00	-	-	690.00	975.00
75	1855	Hot-Mix Asphalt - Compulsional Joint Sealant	1855	FT	3.60	21,636.00	2,343.00	257,730.00	44.00	4,840.00	2,387.00	282,570.00
76	6010	Hot-Mix Asphalt Binder Course, 11, 19.0, N50	6010	TON	110.00	308,000.00	375.00	58,125.00	353.00	54,715.00	353.00	112,840.00
77	2887	Leveling Binder Machine Method, N50	2887	TON	155.00	121,365.00	-	-	-	-	-	-
78	783	Hot-Mix Asphalt Surface Course, Mix D, N50	783	TON	128.00	302,976.00	-	-	-	-	-	-
79	1683	Torsol Placement, 3"	1683	SY	6.20	76,143.60	-	-	-	-	-	-
80	14643	Sodding	14643	SY	14.50	212,323.50	-	-	-	-	-	-
81	156	Inlet Fillers	156	UNIT	10.00	1,560.00	-	-	-	-	-	-
82	82	Thermoplastic Pavement Marking - Line 4"	82	EA	200.00	16,400.00	65.00	13,000.00	-	-	65.00	13,000.00
83	1475	Thermoplastic Pavement Marking - Line 8"	1475	FT	1.55	2,286.25	-	-	-	-	-	-
84	3173	Thermoplastic Pavement Marking - Line 12"	3173	FT	2.35	7,456.55	-	-	-	-	-	-
85	114	Thermoplastic Pavement Marking - Line 24"	114	FT	4.88	550.10	-	-	-	-	-	-
86	595	Remove and Reest Existing Brick Pavers	595	SF	9.35	5,563.25	-	-	-	-	-	-
87	600	Location of Water Services and Sanitary Sewer Services	600	LS	15.00	9,300.00	-	-	-	-	-	-
88	91	Tree Removal	200	UNIT	7.50	1,500.00	0.80	12,000.00	0.20	3,000.00	1.00	15,000.00
89	92	Contingent Cash Allowance	1	DOL	48.75	9,350.00	19.50	911.83	-	-	19.50	911.83
90	93	Mobilization	185000	LS	1.00	185,000.00	0.90	415,800.00	-	-	0.90	415,800.00
91	94	Traffic Control and Protection	1	LS	57,118.68	57,124.81	0.80	45,710.94	0.10	5,713.87	0.80	51,424.81
CHANGE ORDERS							\$ 7,299,741.28	\$ 5,134,198.05	\$ 378,832.47		\$ 5,514,030.52	
1												
2												
3												
4												
5												
TOTAL AMOUNT EARNED TO DATE							\$ 5,514,030.52					
RETENTION (5% OF AMOUNT EARNED)							\$ 276,101.53					
AMOUNT PAID TO DATE							\$ 4,820,718.26					
AMOUNT TO BE PAID THIS ESTIMATE							\$ 617,550.74					
											PERIOD END:	Jul 14, 2023

FINAL WAIVER OF LIEN

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 Twenty-One Thousand Eight Hundred Ninety-One and 00/100ths

21,891.00 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 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 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: July 16, 2023

COMPANY NAME: Welch Bros., Inc.

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

Elgin, Illinois 60121-0749

SIGNATURE & TITLE:

[Handwritten Signature]

MUST BE SIGNED BY AN OFFICER OF THE COMPANY

PRINT NAME & TITLE:

Karen Powell, Chief Financial Officer





256312

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

**1290 CORRIDOR STORM SEWER SEPARATION PROJECT
OWNER: VILLAGE OF MAYWOOD
1290 CORRIDOR STORM SEWER SEPARATION PROJECT
MAYWOOD, IL COOK COUNTY**

Now, Therefore, Know Ye, That the undersigned, for and in consideration of the sum of ****Thirty Eight Thousand Four Hundred Sixteen Dollars and Forty Two Cents** (\$38,416.42) 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.

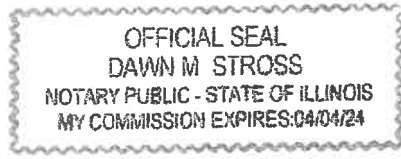
Witness our hand on this 19TH day of JULY, 2023

**VULCAN CONSTRUCTION MATERIALS, LLC
CENTRAL DIVISION**

By 
DAVE MUNRO, CREDIT MANAGER



Notary Public



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

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager *RK*
DATE: August 2, 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.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>	<u>Service dates</u>
124	08/02/2023	\$7,500.00	July 2023

RECOMMENDATION: It is recommendation that the total payments of \$7,500.00 be approved for payment. The expense account to be charged: 01-53-52400.

INVOICE

Date: August 2, 2023

July 2023

INVOICE # 124



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
	Subtotal Total	\$7,500.00

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 *JK*
DATE: August 2, 2023
SUBJECT: Payment Approval, City of Chicago

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for water services from May 16, 2023, to June 16, 2023.

<u>Account</u>	<u>Date</u>	<u>Amount</u>
432533-432533	07/10/2023	\$156,643.61 *this invoice has been paid
432532-432532	07/10/2023	\$153,725.00 *this invoice has been paid

RECOMMENDATION: It is recommendation that the total payments of \$310,368.61 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: Jul-10-2023

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

Your Total Service Cost: \$156,643.61
To Avoid Penalties, Pay By: Jul-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: May-16-2023 - Jun-16-2023

Activity Since Last Bill

Previous Balance	\$243,121.60
Adjustments	\$0.00
Payments	\$243,121.60

Current Charges

Current Water	\$156,643.61
Current Sewer	\$0.00
Current Penalty	\$0.00
Current Fees	\$0.00

TOTAL DUE \$156,643.61

Additional Information

The annual City of Chicago Water Quality Report is now posted at: chicagoocr.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: chicagoocr.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: 432533-432533 Due Date: Jul-31-2023 Total Due: \$156,643.61

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.

581 1 MB 0.558 581

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

Amount Enclosed: \$ _____



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



WATER, SEWER, GARBAGE, TAX BILL

Bill Date: Jul-10-2023

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

Your Total Service Cost: \$153,725.00

To Avoid Penalties, Pay By: Jul-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: May-16-2023 - Jun-16-2023

Activity Since Last Bill

Previous Balance	\$270,893.07
Adjustments	\$0.00
Payments	\$270,893.07

Current Charges

Current Water	\$153,725.00
Current Sewer	\$0.00
Current Penalty	\$0.00
Current Fees	\$0.00

TOTAL DUE \$153,725.00

Additional Information

The annual City of Chicago Water Quality Report is now posted at: chicago.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: chicago.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:
432532-432532

Due Date:
Jul-31-2023

Total Due:
\$153,725.00

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.

582 1 MB 0.558

582



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

Amount Enclosed: \$ _____

72

07312023 0004325320432532 9 0015372500 0015372500 4

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager *JK*
DATE: August 2, 2023
SUBJECT: Payment Approval, Core & Main

SPECIFIC ACTION REQUESTED: Payment approval of the invoices for water/sewer supplies for the Village of Maywood Public Works Department.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
S820952	05/10/2023	\$10,251.00
S821164	05/10/2023	\$9,850.00

RECOMMENDATION: It is recommendation that the total payments of \$20,101.00 be approved for payment. The expense account to be charged: 41-52-60600.



INVOICE

Invoice # S820952
Invoice Date 5/10/23
Account # 080440
Sales Rep GABRIEL ORTEGA
Phone # 630-665-1800
Branch # 229 St. Charles, IL
Total Amount Due \$10,251.00

1830 Craig Park Court
St. Louis, MO 63146

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST LOUIS, MO 63146

576 1 MB 0.531 E0101X I0166 D10923624875 S2 P9682193 0001:0002



VILLAGE OF MAYWOOD
 40 MADISON ST
 MAYWOOD IL 60153-2323

Shipped to:
 Water department
 40 Madison Street
 Travis 708.670.0144
 Maywood, IL

*7.8
4/19*

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
5/08/23	5/09/23	SEE BELOW	W&S	W&S		CORE & MAIN LP	S820952

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CUSTOMER PO#- VERBAL TRAVIS						
605726F3WB67VAY	5-1/4 WB67 HYD 6'0" 6"FLG YEL YELLOW W/FLGXMJ 2500 VLV ATTCH	2	2		5125.50000	EA	10,251.00
21AMF061106DRC4	MEGALUG 6 1106 DI KIT C111	2	2			N/C EA	

Recommended To Be Paid **10,251.00**
 Dept. Head: Job
 Expense Acct: 41-52-60600
 Date: 7/14/23 PO # _____

Visit coreandmain.com
for a current W-9 form



Online
ADVANTAGE

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

Freight **Delivery** **Handling** **Restock** **Misc.**

Subtotal: 10,251.00
Other: 0.00
Tax: 0.00
Invoice Total: \$10,251.00

Terms: NET 30
 Ordered By: TRAVIS

74

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	S821164
Invoice Date	5/10/23
Account #	080440
Sales Rep	GABRIEL ORTEGA
Phone #	630-665-1800
Branch # 229	St. Charles, IL
Total Amount Due	\$9,850.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

576 1 MB 0.531 E0101 I0167 D10923624877 S2 P9682193 0002:0002



VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD IL 60153-2323

Shipped to:
Water department
40 Madison Street
Travis 708.670.0144
Maywood, IL

7.5
4/19

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
5/08/23	5/09/23	SEE BELOW	W&S	W&S		CORE & MAIN LP	S821164

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CUSTOMER PO#- VERBAL TRAVIS						
60WB6766B1DDPY	5-1/4 WB67 HYD 5'6" 6"FLG YEL YELLOW W/FLGXMJ 2500 VLV ATTCH	2	2		4925.00000	EA	9,850.00
21AMF061106DRC4	MEGALUG 6 1106 DI KIT C111	2	2			N/C EA	

Recommended To Be Paid ~~9,850.00~~

Dept. Head: Job

Expense Acct: 41-52-60600

Date: 7/14/23 PO # _____

Visit coreandmain.com
for a current W-9 form



Online
ADVANTAGE

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

Freight	Delivery	Handling	Restock	Misc.
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Subtotal:	9,850.00
Other:	0.00
Tax:	0.00
Invoice Total:	\$9,850.00

Terms: NET 30
Ordered By: TRAVIS

75

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.

**of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, DE LAGE LANDEN FINANCIAL SVCS

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #80358012 dated 08/01/2023 for The Village Hall & Police Department Server Project & Complete Care Agreement on behalf of contract from Impact.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
80358012	08/01/2023	\$27,527.59

RECOMMENDATION: It is recommendation that the total payments of \$27,527.59 be approved for payment. The expense account to be charged: 01-18-61100.



DE LAGE LANDEN FINANCIAL SERVICES, INC.
PO BOX 41602
PHILADELPHIA, PA 19101-1602

REMITTANCE SECTION

Invoice Number: 80358012
Due Date: 08/01/2023
Due This Period: \$27,527.59

Amount Enclosed: \$ _____

Please make check payable to:

DE LAGE LANDEN FINANCIAL SERVICES, INC.
PO BOX 41602
PHILADELPHIA, PA 19101-1602



MAYWOOD, VILLAGE OF
ATTN: AP/FINANCE DEPT
40 MADISON ST
MAYWOOD IL 60153-2323

2100000803580120027527591

Detach here. Please include the top payment coupon with your payment. Please allow 5-7 days for U.S. Postal Service delivery.



DE LAGE LANDEN FINANCIAL SERVICES, INC.
PO BOX 41602
PHILADELPHIA, PA 19101-1602

Contract Number: 500-50447706
Invoice Number: 80358012
Account Number: 1660891
Site Number: 5656023
Invoice Date: 07/08/2023

WWW.LEASEDIRECT.COM

Period of Performance: 08/01/2023-08/31/2023
Due This Period: \$27,527.59

IMPORTANT MESSAGES

*Please review your equipment location(s) for tax purposes.

MAKING ELECTRONIC PAYMENTS?

- ✓ If paying by ACH or Wire, please forward detailed remittance advice to EFT@LEASEDIRECT.COM to ensure timely application of payment.
- ✓ Enroll in direct debit by visiting WWW.LEASEDIRECT.COM and clicking on manage payments.

See Reverse For Important Information

INVOICE DETAILS


Description	Payment Amount	Tax	Total Amount	Applied Amount	Remaining Amount Due
PAYMENT	\$27,527.59	\$0.00	\$27,527.59	\$0.00	\$27,527.59
Billed this Invoice	\$27,527.59	\$0.00	\$27,527.59	\$0.00	\$27,527.59

(Please see the following pages for details.)

ASSET DETAILS

Contract Number	Serial Number	Purchase Order	Make / Model	Asset Number	Install Date	Cost Center	Department	Payment Amount	Tax	Total Amount
500-50447706	500-50447706		OFFICE / Complete Care Packages	50447706_1						
500-50447706	500-50490078		Docuware / Software	50490078_1						
Asset Location: 40 MADISON ST MAYWOOD COOK IL 60153-2323 United States										
Comments: MIGRATION										
Asset Location: 40 MADISON ST MAYWOOD COOK IL 60153-2323 United States										
Asset Amount Total:									\$0.00	

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, Franzen Plumbing, Inc

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #9633348 dated 02/24/2023 for a leaking overhead water pipe at the Village of Maywood Police Department.

RECOMMENDATION: It is recommendation that the total payments of \$5,230.00 be approved for payment. The expense account to be charged: 01-50-51100.



Franzen Plumbing, Inc

PO Box 6804

River Forest, IL 60305

INVOICE	#9633348
SERVICE DATE	Feb 24, 2023
DUE	Upon receipt
AMOUNT DUE	\$5,230.00

Village of Maywood
 125 S 5th Ave
 Maywood, IL 60153

(708) 450-4427
 obrown@maywood-il.org

CONTACT US

(708) 366-3848
 franzenplumbinginc@gmail.com

\$ 5,230.00

RECOMMENDED TO BE PAID

DATE: 7/7/23

DEPT HEAD: Job

EXPENSE ACCT: 01-50-51100

PO# _____

INVOICE

Services	amount
MB- office area (Leaking overhead water pipe & valve and toilet)	\$4,180.00

Cold water valve in ceiling of chiefs office that controls two office bathrooms is broken in closed position (1 inch) and wall hung toilet leaks from wall gasket.

2-17-2023

1 1/4 water line with a new ball valve was replaced , also in the observation room on the second floor toilet diaphragm got replaced as well was no good, we will be back to install a new shut off valve for the slow valve toilet in the Chiefs room, and also the gasket for the hung wall toilet in the other side of the Chief office another bathroom it's leaking. Also, in the women's locker room, the sink is backing up on the right hand side. Looks like it needs to be rodded out.

2-20-2023

Sal

Women's locker room sink back up , I was able to unclog a sink on the right hand side was backing up, extension piece, and P-trap assembly needed to be replaced cause of corrosion, women's locker room is complete. We will have to come back tomorrow to complete the work in the Chiefs room, and the other toilet in the other side

2-24-2023

Joe

Removed stuck shower cartridge in the chief of police's bathroom. Removed 7/8 plug in the back of the valve to retro fit new cartridge. Installed new cartridge. Tested shower for proper function and leaks. Upon turning water back on old faucet in bathroom back to back with chiefs bathroom had a steady stream of water turned faucet off to hot side informed chief they needed a new faucet. He said it will be taken care of at a later date. Cleaned work area to original state.


Labor \$4180

Materials	amount
1 1/4 copper pipe	\$175.00
ball valve	\$130.00

1 1/4coupling	\$65.00
Sloan valve	\$325.00
Shower cartridge	\$150.00
Diverter	\$135.00
Neoprene ring	\$70.00
Total	\$5,230.00

Thank you for choosing Franzen Plumbing, Inc., we look forward to working with you again!
All commercial job payment terms are net 30. Residential job payment terms are due upon completion of job.

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Kruschke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, H&H Electric

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for attached invoices for street light maintenance and repair for the Village of Public Works Department.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
36001	11/30/2020	\$7,639.53
41297	03/31/2023	\$13,863.55
41445	04/30/2023	\$16,235.05
41631	05/31/2023	\$23,629.92

RECOMMENDATION: It is recommendation that the total payments of \$61,368.05 be approved for payment. The expense account to be charged: 01-50-52100.

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 36001
 Invoice Date: 11-30-2020
 Draw ID: 581
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	PROJECT TITLE: VILLAGE OF MAYWOOD - STREET LIGHTING AND TRAFFIC SIGNAL MAINTENANCE.				
	LOCATION: VARIOUS - STREET LIGHTING & TRAFFIC SIGNALS.				
	H&H WORK ORDER #: 15269.				
	DATE: MONDAY, NOVEMBER 16, 2020 - COMPLETED THE FOLLOWING WORK:				
1	9TH AVE. & HARRISON ST. - INSTALLED EXISTING KNOCKED DOWN STREET LIGHT ON THE NORTH WEST CORNER. NEW TRANSFORMER BASE CAN WAS REQUIRED, EVERYTHING ELSE WAS REUSED.				
2	HARRISON ST. & 19TH AVE. - CLEARED 16 FOOT CONCRETE BUTT SET POLE. POLE CANNOT BE REUSED, FIXTURE AND SIGNS CAN BE REUSED AND WERE BROUGHT TO MAYWOOD PUBLIC WORKS. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	8.00	HOUR	85.80	686.40
	Subtotal				686.40
	BUSSMANN #HEB-AA - SINGLE SCREW TYPE FUSEHOLDER, 30 AMP RATING.	2.00	EACH	5.49	10.98
	BUSSMANN #2A0660 - RUBBER FUSEHOLDER BOOT.	4.00	EACH	1.52	6.08
	TRANSFORMER BREAKAWAY BASE CAN - TB6-9 (9.00" HEIGHT, 10.50" THROUGH 12.00" TOP BOLT CIRCLE, 10.00" THROUGH 12.75" BOTTOM BOLT CIRCLE) (INCLUDES MOUNTING HARDWARE).	1.00	EACH	205.00	205.00
	Subtotal				222.06
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	222.06	55.52

continued

Page: 1

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 36001
 Invoice Date: 11-30-2020
 Draw ID: 581
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	8.00	HOUR	46.00	368.00
	Subtotal				1,331.98
	DATE: MONDAY, NOVEMBER 16, 2020 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A3171004 - 401 9TH AVE.				
2	A3171319 - 199 20TH AVE.				
3	X3171415 - 1614 19TH AVE.				
4	A3172279 - 8601 ROOSEVELT RD.				
5	A3172634 - 1925 9TH AVE.				
6	A3180575 - 1505 1ST AVE.				
7	A3180298 - 1937 9TH AVE.				
8	A3171007 - 509 4TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	5.50	HOUR	85.80	471.90
	Subtotal				471.90
	UTILITY MARKING PAINT - RED (20 OZ CAN).	6.00	EACH	2.90	17.40
	RED MARKING FLAGS (H&H).	45.00	EACH	.1390	6.26
	Subtotal				23.66
	25% MATERIAL MARKUP PER CONTRACT.	25	PERCENT	23.66	5.92
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	5.00	HOUR	46.00	230.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	5.00	HOUR	6.90	34.50
	Subtotal				765.98
	DATE: WEDNESDAY, NOVEMBER 18, 2020 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X3221806 - 1925 9TH AVE.				
2	X3221422 - 1620 19TH AVE.				

continued Page: 2

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 36001
 Invoice Date: 11-30-2020
 Draw ID: 581
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
3	A3221613 - 807 1ST AVE.				
4	A3212201 - 1904 21ST AVE.				
5	A3213187 - 2118 6TH AVE.				
6	A3213377 - 1619 ST. CHARLES RD.				
7	X3210163 - 1910 6TH AVE.				
8	A2542059 - ROOSEVELT RD. & 10TH AVE.				
9	A2542068 - ROOSEVELT RD. & 8TH AVE.				
10	A2542074 - ROOSEVELT RD. & 6TH AVE.				
11	A2542077 - ROOSEVELT RD. & 4TH AVE.				
12	A2542083 - ROOSEVELT RD. & 2ND AVE.				
13	A2542087 - ROOSEVELT RD. & 2ND AVE.				
14	A2542092 - ROOSEVELT RD. & 2ND AVE.				
15	A2542102 - 113 ROOSEVELT RD.				
16	A2542110 - 101 ROOSEVELT RD.				
17	A2542123 - 2126 1ST AVE.				
18	X3220999 - MAIN ST. & 5TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	5.00	HOUR	85.80	429.00
	Subtotal				429.00
	UTILITY MARKING PAINT - RED (20 OZ CAN).	5.00	EACH	2.90	14.50
	RED MARKING FLAGS (H&H).	35.00	EACH	.1390	4.87
	Subtotal				19.37
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	19.37	4.84
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	5.00	HOUR	46.00	230.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	5.00	HOUR	6.90	34.50
	Subtotal				717.71

DATE: WEDNESDAY, NOVEMBER 18, 2020 - COMPLETED THE FOLLOWING WORK:

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 36001
 Invoice Date: 11-30-2020
 Draw ID: 581
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	6TH AVE. & LEXINGTON ST, - CLEARED KNOCKED DOWN 16 FOOT CONCRETE STREET LIGHT. SAFED OFF WIRING AND BROUGHT DEBRIS TO PUBLIC WORKS.				
2	NOTHING WAS SALVAGABLE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	3.00	HOUR	85.80	257.40
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.50	HOUR	46.00	69.00
	SERVICE TRUCK - EQUIPPED WITH ELECTRICAL MATERIALS.	1.50	HOUR	34.50	51.75
	Subtotal				378.15
	DATE: THURSDAY, NOVEMBER 19, 2020 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A2101085 - WARREN AVE. & 6TH AVE.				
2	A2101099 - SCHOOL ST. & 6TH AVE.				
3	X3230510 - MAIN ST. & 5TH AVE.				
4	A3231312 - 800 5TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	5.00	HOUR	85.80	429.00
	Subtotal				429.00
	UTILITY MARKING PAINT - RED (20 OZ CAN).	3.00	EACH	2.90	8.70
	RED MARKING FLAGS (H&H).	20.00	EACH	.1390	2.78
	Subtotal				11.48
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	11.48	2.87
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	5.00	HOUR	46.00	230.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	5.00	HOUR	6.90	34.50

continued Page: 4

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 36001
 Invoice Date: 11-30-2020
 Draw ID: 581
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	Subtotal				707.85
	DATE: FRIDAY, NOVEMBER 20, 2020 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X3241305 - 805 17TH AVE.				
2	X3240643 - 415 17TH AVE.				
3	X3241104 - WARREN AVE. & 2ND AVE.				
4	A3240696 - 1404 MAYWOOD DR.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	6.00	HOUR	85.80	514.80
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.00	HOUR	128.70	128.70
	Subtotal				643.50
	UTILITY MARKING PAINT - RED (20 OZ CAN).	5.00	EACH	2.90	14.50
	RED MARKING FLAGS (H&H).	30.00	EACH	.1390	4.17
	Subtotal				18.67
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	18.67	4.67
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	7.00	HOUR	46.00	322.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	7.00	HOUR	6.90	48.30
	Subtotal				1,037.14
	DATE: TUESDAY, NOVEMBER 24, 2020 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A2542059 - ROOSEVELT RD. & 10TH AVE.				
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	2.50	HOUR	128.70	321.75
	Subtotal				321.75

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H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 36001
 Invoice Date: 11-30-2020
 Draw ID: 581
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	2.90	2.90
	Subtotal				2.90
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	2.90	.73
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.50	HOUR	46.00	115.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	2.00	HOUR	6.90	13.80
	Subtotal				454.18
	DATE: TUESDAY, NOVEMBER 24, 2020 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A3281724 - 1713 3RD AVE.				
2	A3281380 - 1810 2ND AVE.				
3	A3280971 -1214 16TH AVE.				
4	A3280103 - 5TH AVE. & MAIN ST.				
5	A3260415 - 1925 S 13TH AVE.				
6	X3021715 - 8TH AVE. & OAK ST.				
7	X2250861 - ROOSEVELT RD. & 1ST AVE.				
8	A3251578 - 1517 S 4TH AVE.				
9	X3230510 - MAIN ST. & 5TH AVE.				
10	A3250803 - 405 W LAKE ST.				
11	X3250648 - 639 S. 16TH AVE.				
12	A3250195 - MADISON ST. & 17TH ST.				
13	5TH AVE. & CHICAGO AVE. - NORTH EAST CORNER HAND DUG AND STRAIGHTENED POLE. BACKFILLED AND TAMPED TO SECURE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	16.00	HOUR	85.80	1,372.80
	Subtotal				1,372.80
	UTILITY MARKING PAINT - RED (20 OZ CAN).	8.00	EACH	2.90	23.20
	RED MARKING FLAGS (H&H).	50.00	EACH	.1390	6.95

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Invoice ID: 36001
 Invoice Date: 11-30-2020
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 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	Subtotal				30.15
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	30.15	7.54
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	16.00	HOUR	46.00	736.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	14.50	HOUR	6.90	100.05
	Subtotal				2,246.54
Invoice Total:					7,639.53

\$7,639.53

RECOMMENDED TO BE PAID	
DATE:	6/28/23
DEPT HEAD:	Job
EXPENSE ACCT:	01-50-52100
PO#	

Rec'd 6/20/23

H&H ELECTRIC CO.
2830 COMMERCE STREET
FRANKLIN PARK, IL 60131-2927
Phone: (708)453-2222
Facsimile: (708)453-2851
Website: www.hh-electric.com

Invoice ID: 41297
Invoice Date: 03-31-2023
Draw ID: 614
Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
VILLAGE OF MAYWOOD
FINANCE DEPARTMENT
40 MADISON STREET
MAYWOOD, IL 60153

Job Location:
MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
PROJECT TITLE: VILLAGE OF MAYWOOD - STREET LIGHTING AND TRAFFIC SIGNAL MAINTENANCE.					
LOCATION: VARIOUS - STREET LIGHTING AND TRAFFIC SIGNALS.					
H&H WORK ORDER #: 18903.					
DATE: WEDNESDAY, MARCH 1, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:					
1	X230591628 - 8TH AVE. & HARRISON ST.				
2	X230591624 - 7TH AVE. & CONGRESS ST.				
3	X230591621 - 6TH AVE. & HARRISON ST.				
4	X230591616 - 3RD AVE. & CONGRESS ST.				
5	X230591613 - 2ND AVE. & HARRISON ST.				
6	X230591609 - 2ND AVE. & HARRISON ST.				
7	X230591603 - VAN BUREN ST. & 5TH AVE.				
8	X230591600 - VAN BUREN ST. & 9TH AVE.				
9	X230591596 - 5TH AVE. & CONGRESS ST.				
10	X230591593 - 9TH AVE. & CONGRESS ST.				
11	A230582482 - 313 N 5TH AVE.				
12	A230581193 - 807 N 7TH AVE.				
13	A230560185 - 5TH AVE. & LAKE ST.				
14	X230550762 - WASHINGTON BLVD. & 21ST AVE.				
15	X230550760 - WASHINGTON BLVD. & 12TH AVE.				
16	X230550758 - WASHINGTON BLVD. & 13TH AVE.				
17	A230551077 - WASHINGTON BLVD. & 14TH AVE.				
18	A230543627 - 19TH AVE. & WASHINGTON BLVD.				
19	A230543614 - 19TH AVE. & WASHINGTON BLVD.				
20	A230542199 - WASHINGTON BLVD. & 21ST AVE.				
21	A230542197 - WASHINGTON BLVD. & 12TH AVE.				
22	A230542194 - WASHINGTON BLVD. & 14TH AVE.				

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Invoice ID: 41297
 Invoice Date: 03-31-2023
 Draw ID: 614
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
23	A230542195 - WASHINGTON BLVD. & 13TH AVE.				
24	A230541477 - WASHINGTON BLVD. & 18TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	12.00	HOUR	103.30	1,239.60
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.00	HOUR	155.00	155.00
	Subtotal				1,394.60
	UTILITY MARKING PAINT - RED (20 OZ CAN).	17.00	EACH	3.55	60.35
	RED MARKING FLAGS (H&H).	130.00	EACH	.1390	18.07
	Subtotal				78.42
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	78.42	19.61
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	11.50	HOUR	53.40	614.10
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	9.50	HOUR	6.90	65.55
	Subtotal				2,172.28

DATE: FRIDAY, MARCH 3, 2023 - COMPLETED
 THE FOLLOWING WORK:

1 19TH AVE. & S MAYWOOD DR. - DUG UP TALL CONCRETE POLE, STRAIGHTENED, AND GOT STONE FROM MAYWOOD'S YARD. BACKFILLED AND TAMPED.

	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	5.00	HOUR	103.30	516.50
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.50	HOUR	53.40	133.50
	H&H EQUIPMENT #0362 - CRANE / COMBINATION DIGGER (AUGER) TRUCK.	2.50	HOUR	59.60	149.00

continued

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H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
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 Website: www.hh-electric.com

Invoice ID: 41297
 Invoice Date: 03-31-2023
 Draw ID: 614
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	Subtotal				799.00
	DATE: FRIDAY, MARCH 3, 2023 - COMPLETED THE FOLLOWING WORK:				
1	PUBLIC WORKS - DENNIS SITE VISIT. CHECKED STOCK ON POLES AND FIXTURES. VILLAGE NOW HAS (5) TOP POST FIXTURES. CAN COMPLETE SOME KNOCKDOWNS NOW.				
2	LOCATED AND MARKED JULIE DIG TICKET #: A230600150 - 1831 S 6TH AVE.				
3	LOCATED AND MARKED JULIE DIG TICKET #: A230511345 - 1927 S 5TH AVE.				
4	LOCATED AND MARKED JULIE DIG TICKET #: X230601181 - FILLMORE ST. & 9TH AVE.				
5	LOCATED AND MARKED JULIE DIG TICKET #: X230600172 - 2ND AVE. & AUGUSTA ST.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	3.00	HOUR	103.30	309.90
	Subtotal				309.90
	UTILITY MARKING PAINT - RED (20 OZ CAN).	3.00	EACH	3.55	10.65
	RED MARKING FLAGS (H&H).	20.00	EACH	.1390	2.78
	Subtotal				13.43
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	13.43	3.36
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	3.00	HOUR	53.40	160.20
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	2.00	HOUR	6.90	13.80
	Subtotal				500.69

DATE: TUESDAY, MARCH 7, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:

H&H ELECTRIC CO.
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 FRANKLIN PARK, IL 60131-2927
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Invoice ID: 41297
 Invoice Date: 03-31-2023
 Draw ID: 614
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	X230601751 - 2011 S 3RD AVE.				
2	A230652675 - 609 N 7TH AVE. (EMERGENCY LOCATE). STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	103.30	206.60
	Subtotal				206.60
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.50	EACH	3.55	5.33
	RED MARKING FLAGS (H&H).	10.00	EACH	.1390	1.39
	Subtotal				6.72
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	6.72	1.68
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				275.30
	DATE: WEDNESDAY, MARCH 8, 2023 - COMPLETED THE FOLLOWING WORK:				
1	622 S 15TH AVE. - EXPOSED CABLES. NOT STREET LIGHT CABLES. STREET LIGHT CABLES ARE ON THE EAST SIDE. ABANDONED CABLES POSSIBLY. OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	2.00	HOUR	155.00	310.00
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				423.70

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Invoice ID: 41297
 Invoice Date: 03-31-2023
 Draw ID: 614
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	DATE: WEDNESDAY, MARCH 8, 2023 - COMPLETED THE FOLLOWING WORK:				
1	9TH AVE. AT ADAMS ST. - SOUTH EAST CORNER - LOADED POLE FIXTURE FROM PUBLIC WORKS. REPLACED POLE AND CHECKED OPERATIONS. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	6.00	HOUR	103.30	619.80
	Subtotal				619.80
	BUSSMANN #HEB-AA - SINGLE SCREW TYPE FUSEHOLDER, 30 AMP RATING.	2.00	EACH	12.19	24.38
	BUSSMANN #2A0660 - RUBBER FUSEHOLDER BOOT. 10 AMP TIME DELAY FUSE.	4.00	EACH	3.47	13.88
	2-1/C#10AWG XLP/USE-2 CABLE.	2.00	EACH	7.03	14.06
	BLUE WIRE NUT - WING TYPE.	16.00	FOOT	.8080	12.93
	BUTTON STYLE PHOTOCCELL	2.00	EACH	.55	1.10
	Subtotal	1.00	EACH	14.7510	14.75
	25% MATERIAL MARKUP PER CONTRACT.				81.10
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	.25	PERCENT	81.10	20.28
	H&H EQUIPMENT #0395 - CRANE / COMBINATION DIGGER (AUGER) TRUCK.	3.00	HOUR	53.40	160.20
	Subtotal	3.00	HOUR	73.52	220.56
					1,101.94
	DATE: WEDNESDAY, MARCH 8, 2023 - COMPLETED THE FOLLOWING WORK:				
1	1446 S. 16TH AVE. - LOADED POLE FIXTURE FROM PUBLIC WORKS. REPLACED POLE AND CHECKED OPERATIONS. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	6.00	HOUR	103.30	619.80

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Invoice ID: 41297
 Invoice Date: 03-31-2023
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H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	Subtotal				619.80
	BUSSMANN #HEB-AA - SINGLE SCREW TYPE FUSEHOLDER, 30 AMP RATING.	2.00	EACH	12.19	24.38
	BUSSMANN #2A0660 - RUBBER FUSEHOLDER BOOT. 10 AMP TIME DELAY FUSE.	4.00	EACH	3.47	13.88
	2-1/C#10AWG XLP/USE-2 CABLE.	2.00	EACH	7.03	14.06
	BLUE WIRE NUT - WING TYPE.	16.00	FOOT	.8080	12.93
	BUTTON STYLE PHOTOCELL	2.00	EACH	.55	1.10
		1.00	EACH	14.7510	14.75
	Subtotal				81.10
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	81.10	20.28
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80
	H&H EQUIPMENT #0395 - CRANE / COMBINATION DIGGER (AUGER) TRUCK.	2.00	HOUR	73.52	147.04
	H&H EQUIPMENT #0431 - ON-HIGHWAY LIGHT DUTY TRUCK.	2.00	HOUR	23.74	47.48
	Subtotal				1,022.50
	DATE: WEDNESDAY, MARCH 8, 2023 - COMPLETED THE FOLLOWING WORK:				
1	20TH AVE. & WASHINGTON BLVD. - LOADED POLE FIXTURE FROM PUBLIC WORKS. REPLACED POLE AND CHECKED OPERATIONS.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	6.00	HOUR	103.30	619.80
	Subtotal				619.80
	BUSSMANN #HEB-AA - SINGLE SCREW TYPE FUSEHOLDER, 30 AMP RATING.	2.00	EACH	12.19	24.38
	BUSSMANN #2A0660 - RUBBER FUSEHOLDER BOOT. 10 AMP TIME DELAY FUSE.	4.00	EACH	3.47	13.88
	2-1/C#10AWG XLP/USE-2 CABLE.	2.00	EACH	7.03	14.06
		16.00	FOOT	.8080	12.93

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Invoice ID: 41297
 Invoice Date: 03-31-2023
 Draw ID: 614
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	BLUE WIRE NUT - WING TYPE.	2.00	EACH	.4912	.98
	DTL BUTTON STYLE PHOTOCCELL	1.00	EACH	14.7510	14.75
	Subtotal				80.98
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	80.98	20.25
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	3.00	HOUR	53.40	160.20
	H&H EQUIPMENT #0395 - CRANE / COMBINATION DIGGER (AUGER) TRUCK.	3.00	HOUR	73.52	220.56
	Subtotal				1,101.79
	DATE: MONDAY, MARCH 13, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A230720684 - 1719 S 2ND AVE. (EMERGENCY LOCATE).				
2	X230721438 - 1714 S 4TH AVE. (EMERGENCY LOCATE).				
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	2.00	HOUR	155.00	310.00
	Subtotal				310.00
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	3.55	3.55
	Subtotal				3.55
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	3.55	.89
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				374.74

DATE: TUESDAY, MARCH 14, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:

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 Phone: (708)453-2222
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Invoice ID: 41297
 Invoice Date: 03-31-2023
 Draw ID: 614
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

Item	Description	Units	Unit of Measure	Unit Price	Amount
1	X230730489 - 709 S 3RD AVE. (EMERGENCY LOCATE). STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	103.30	206.60
	Subtotal				206.60
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	3.55	3.55
	RED MARKING FLAGS (H&H).	6.00	EACH	.1390	.83
	Subtotal				4.38
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	4.38	1.10
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	2.00	HOUR	6.90	13.80
	Subtotal				332.68
	DATE: WEDNESDAY, MARCH 15, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A230731726 - 1129 NICHOLS LN. (EMERGENCY LOCATE).				
2	A230730452 - 1421 S 18TH AVE. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	1.00	HOUR	103.30	103.30
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.00	HOUR	155.00	155.00
	Subtotal				258.30
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	3.55	3.55
	RED MARKING FLAGS (H&H).	10.00	EACH	.1390	1.39
	Subtotal				4.94
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	4.94	1.24

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Invoice ID: 41297
 Invoice Date: 03-31-2023
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H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

Item	Description	Units	Unit of Measure	Unit Price	Amount
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	2.00	HOUR	6.90	13.80
	Subtotal				385.08
1	DATE: THURSDAY, MARCH 16, 2023 - LOCATED AND MARKED JULIE DIG TICKET #: X230750014 - 100 W LAKE ST. (EMERGENCY LOCATE). OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	.50	HOUR	155.00	77.50
	Subtotal				77.50
	UTILITY MARKING PAINT - RED (20 OZ CAN).	.25	EACH	3.55	.89
	Subtotal				.89
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	.89	.22
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	.50	HOUR	53.40	26.70
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	.50	HOUR	6.90	3.45
	Subtotal				108.76

- DATE: TUESDAY, MARCH 21, 2023 - LOCATED
 AND MARKED JULIE DIG TICKET #:
- 1 A230761697 - 2ND AVE. & VAN BUREN AVE.
 - 2 X230790430 - 1200 S 17TH AVE.
 - 3 A230761712 - 6TH AVE. & VAN BUREN ST.
 - 4 A230761704 - 4TH AVE. & VAN BUREN ST.
 - 5 X230521633 - WASHINGTON BLVD. & 18TH AVE.
 - 6 A230543627 - 19TH AVE. & WASHINGTON AVE.
 - 7 A230790616 - 2ND AVE. & HARRISON ST.

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 41297
 Invoice Date: 03-31-2023
 Draw ID: 614
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

Item	Description	Units	Unit of Measure	Unit Price	Amount
8	A230751628 - 1311 S 5TH AVE. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	7.00	HOUR	103.30	723.10
	Subtotal				723.10
	UTILITY MARKING PAINT - RED (20 OZ CAN).	12.00	EACH	3.55	42.60
	RED MARKING FLAGS (H&H).	95.00	EACH	.1390	13.21
	Subtotal				55.81
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	55.81	13.95
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	7.00	HOUR	53.40	373.80
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	7.00	HOUR	6.90	48.30
	Subtotal				1,214.96
	DATE: WEDNESDAY, MARCH 22, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A230811868 - 919 S 10TH AVE. (EMERGENCY LOCATE).				
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	2.00	HOUR	155.00	310.00
	Subtotal				310.00
	UTILITY MARKING PAINT - RED (20 OZ CAN).	.50	EACH	3.55	1.78
	Subtotal				1.78
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	1.78	.45
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				425.93

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Invoice ID: 41297
 Invoice Date: 03-31-2023
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H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

Item	Description	Units	Unit of Measure	Unit Price	Amount
	DATE: WEDNESDAY, MARCH 22, 2023 - COMPLETED THE FOLLOWING WORK:				
1	2ND AVE. & VAN BUREN ST. - LIGHTING DUCTS HIT BY CONTRACTOR. RETURNED WHEN SAFE. REPAIRED CABLES AND DUCTS. RELANDED IN CABINET AND VERIFIED WORKING AS THEY SHOULD.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	7.00	HOUR	103.30	723.10
	Subtotal				723.10
	#6 AWG (BLUE) TWO WAY CONNECTOR - LONG BARREL TYPE.	4.00	EACH	7.18	28.72
	T&B#HS16-12L - HEAT SHRINK TUBE (#16AWG TO #12AWG) (8 INCH LENGTH).	4.00	EACH	3.3026	13.21
	1.25" UNITDUCT CONDUIT.	3.00	FOOT	.9776	2.93
	Subtotal				44.86
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	44.86	11.22
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	7.00	HOUR	53.40	373.80
	Subtotal				1,152.98
	DATE: WEDNESDAY, MARCH 22, 2023 - COMPLETED THE FOLLOWING WORK:				
1	4TH AVE. & CONGRESS ST. - LIGHT FIXTURED DAMAGED BY CONTRACTOR DOING WORK LAST WEEK. PICKED UP FIXTURE FROM PUBLIC WORKS.				
2	INSTALLED AND REPLACED FUSES. VERIFIED WORKING.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	103.30	206.60

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Invoice ID: 41297
 Invoice Date: 03-31-2023
 Draw ID: 614
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	Subtotal				206.60
	PHOTOCELL CONTROL - TWIST LOCK TYPE - 105-305VOLTS.	1.00	EACH	11.2590	11.26
	Subtotal				11.26
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	11.26	2.82
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80
	Subtotal				327.48
	DATE: WEDNESDAY, MARCH 22, 2023 - COMPLETED THE FOLLOWING WORK:				
1	815 S 18TH AVE. - INSTALLED NEW FIXTURE (FAULTY ONE MISSING). REPLACED FUSES AND TESTED.				
2	MADISON ST. & 16TH AVE. - INSPECTED POLE ASSEMBLY. DROPPED GLASS STYLE FIXTURE FELL. CLEARED BY VILLAGE ALREADY. SAFED OFF CABLES.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	3.00	HOUR	103.30	309.90
	Subtotal				309.90
	10 AMP TIME DELAY FUSE.	2.00	EACH	7.03	14.06
	PHOTOCELL CONTROL - TWIST LOCK TYPE - 105-305VOLTS.	1.00	EACH	11.2590	11.26
	Subtotal				25.32
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	25.32	6.33
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	3.00	HOUR	53.40	160.20
	Subtotal				501.75

continued

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Invoice ID: 41297
 Invoice Date: 03-31-2023
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 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	DATE: WEDNESDAY, MARCH 29, 2023 - COMPLETED THE FOLLOWING WORK:				
1	1406 MADISON AVE. - CLEARED 28' POLE DOWN. ARM CAN BE REUSED AND WILL BE HAULED TO H&H YARD AND LABELED. NEEDS POLE AND FIXTURE. BASE WILL NEED WORK.				
2	ANCHORS BOLTS WERE BENT OVER. HAULED SCRAP TO PUBLIC WORKS YARD.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	103.30	206.60
	Subtotal				206.60
	3M - SUPER 33+ VINYL ELECTRICAL TAPE, BLACK - 3/4" X 66FT.	1.00	ROLL	5.95	5.95
	Subtotal				5.95
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	5.95	1.49
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80
	Subtotal				320.84

- DATE: FRIDAY, MARCH 31, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:
- 1 X230881808 - 25 N 5TH AVE.
 - 2 A230900318 - 1642 S 15TH AVE.
 - 3 A230872621 - 1401 S 3RD AVE.
 - 4 A230651934 - 6TH AVE. & HARRISON ST.
 - 5 A230651915 - 5TH AVE. & HARRISON ST.
 - 6 A230651909 - 3RD AVE. & CONGRESS ST.
 - 7 X230651429 - VAN BUREN ST. & 5TH AVE.
 - 8 X230651405 - CONGRESS ST. & 5TH AVE.
 - 9 A230872007 - 1935 S 13TH AVE.
 - 10 A230870873 - 1209 S 1ST AVE.

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Invoice ID: 41297
 Invoice Date: 03-31-2023
 Draw ID: 614
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

Item	Description	Unit of		Unit Price	Amount
		Units	Measure		
11	A230871240 - 411 W MADISON ST. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	6.50	HOUR	103.30	671.45
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.00	HOUR	155.00	155.00
	Subtotal				826.45
	UTILITY MARKING PAINT - RED (20 OZ CAN).	8.00	EACH	3.55	28.40
	RED MARKING FLAGS (H&H).	40.00	EACH	.1390	5.56
	Subtotal				33.96
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	33.96	8.49
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	7.50	HOUR	53.40	400.50
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	7.50	HOUR	6.90	51.75
	Subtotal				1,321.15

Invoice Total: 13,863.55

~~13,863.55~~ 13,863.55

Recommended To Be Paid

Dept. Head: Job

Expense Acct: 01-50-52100

Date: 6/29/23 PO # _____

Rcd 6/20/23

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Invoice ID: 41445
Invoice Date: 04-30-2023
Draw ID: 614
Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
VILLAGE OF MAYWOOD
FINANCE DEPARTMENT
40 MADISON STREET
MAYWOOD, IL 60153

Job Location:
MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
PROJECT TITLE: VILLAGE OF MAYWOOD - STREET LIGHTING AND TRAFFIC SIGNAL MAINTENANCE.					
LOCATION: VARIOUS - STREET LIGHTING AND TRAFFIC SIGNALS.					
H&H WORK ORDER #: 19094.					
DATE: TUESDAY, APRIL 4, 2023 - COMPLETED THE FOLLOWING WORK:					
1	9TH AVE. & MADISON ST. - CORNER WAS FLASHING. RESET AND OBSERVED.				
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	.50	HOUR	155.00	77.50
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	.50	HOUR	53.40	26.70
	Subtotal				104.20
DATE: WEDNESDAY, APRIL 5, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:					
1	X230931650 - FILLMORE ST. & 9TH AVE.				
2	A230900318 - 1642 S 15TH AVE.				
3	A230950046 - 7TH AVE. & LEGION ST. (EMERGENCY LOCATE).				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	6.00	HOUR	103.30	619.80
	Subtotal				619.80
	UTILITY MARKING PAINT - RED (20 OZ CAN).	3.50	EACH	3.55	12.43
	RED MARKING FLAGS (H&H).	10.00	EACH	1390	1.39
	Subtotal				13.82

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Invoice ID: 41445
 Invoice Date: 04-30-2023
 Draw ID: 614
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	13.82	3.46
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	6.00	HOUR	53.40	320.40
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	5.00	HOUR	6.90	34.50
	Subtotal				991.98
	DATE: THURSDAY, APRIL 6, 2023 - COMPLETED THE FOLLOWING WORK:				
1	105 CHICAGO AVE. - PICKED UP POLE, ARM, AND FIXTURE FROM PUBLIC WORKS. ALL VILLAGE STOCK. HANDUG AND PULLED FAULTY BUTT. FRAMED AND SET NEW ALUMINUM BUTT. SET POLE. SPLICED AND TESTED WHEN DONE. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	6.00	HOUR	103.30	619.80
	Subtotal				619.80
	2-1/C#10AWG XLP/USE-2 CABLE.	40.00	FOOT	.7758	31.03
	BUSSMANN #HEB-AA - SINGLE SCREW TYPE FUSEHOLDER, 30 AMP RATING.	2.00	EACH	22.10	44.20
	BUSSMANN #2A0660 - RUBBER FUSEHOLDER BOOT.	4.00	EACH	2.58	10.32
	10 AMP TIME DELAY FUSE.	2.00	EACH	7.03	14.06
	PHOTOCELL CONTROL - TWIST LOCK TYPE - 105-305VOLTS.	1.00	EACH	11.2590	11.26
	Subtotal				110.87
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	110.87	27.72
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	6.00	HOUR	53.40	320.40
	Subtotal				1,078.79

continued

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Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	DATE: FRIDAY, APRIL 7, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A230522347 - WASHINGTON BLVD. & 21ST AVE.				
2	A230543627 - WASHINGTON BLVD. & 19TH AVE.				
3	A230543614 - 19TH AVE. & WASHINGTON BLVD.				
4	X230521635 - WASHINGTON BLVD. & 12TH AVE.				
5	X230521634 - WASHINGTON BLVD. & 15TH AVE.				
6	X230521633 - WASHINGTON BLVD. & 18TH AVE.				
7	A230950244 - 909 S 5TH AVE.				
8	A230943459 - 20 S 16TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	6.50	HOUR	103.30	671.45
	Subtotal				671.45
	UTILITY MARKING PAINT - RED (20 OZ CAN).	15.00	EACH	3.55	53.25
	RED MARKING FLAGS (H&H).	50.00	EACH	.1390	6.95
	Subtotal				60.20
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	60.20	15.05
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	6.50	HOUR	53.40	347.10
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	6.50	HOUR	6.90	44.85
	Subtotal				1,138.65

DATE: SATURDAY, APRIL 8, 2023 - COMPLETED THE FOLLOWING WORK:
 1 9TH AVE. & MADISON ST. - CORNER WAS FLASHING DUE TO CVM FAULT. POWER CYCLED CONTROLLER AND RESET CORNER. OBSERVED OPERATIONAL.
 REAIMEED TWISTED (3) SECTION TRAFFIC SIGNAL HEAD ON SOUTHWEST CORNER.

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Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	3.00	HOUR	155.00	465.00
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	3.00	HOUR	53.40	160.20
	Subtotal				625.20
	DATE: MONDAY, APRIL 10, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X230961136 - 1311 S 5TH AVE.				
2	A230961493 - 103 S 9TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	3.00	HOUR	103.30	309.90
	Subtotal				309.90
	UTILITY MARKING PAINT - RED (20 OZ CAN).	3.00	EACH	3.55	10.65
	RED MARKING FLAGS (H&H).	35.00	EACH	.1390	4.87
	Subtotal				15.52
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	15.52	3.88
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	3.00	HOUR	53.40	160.20
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	3.00	HOUR	6.90	20.70
	Subtotal				510.20
	DATE: WEDNESDAY, APRIL 12, 2023 - COMPLETED THE FOLLOWING WORK:				
1	LOCATED AND MARKED JULIE DIG TICKET #: A231013861 - 704 N 5TH AVE. (EMERGENCY LOCATE).				
2	2ND AVE. & CONGRESS ST. - REFRESHED LOCATE FOR AQUA.				

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H&H Electric Co. Job: M-0009

To:
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 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
3	4TH AVE. & CONGRESS ST. - REFRESHED LOCATE FOR AQUA.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	.50	HOUR	103.30	51.65
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	.50	HOUR	155.00	77.50
	Subtotal				129.15
	UTILITY MARKING PAINT - RED (20 OZ CAN).	4.00	EACH	3.55	14.20
	RED MARKING FLAGS (H&H).	20.00	EACH	.1390	2.78
	Subtotal				16.98
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	16.98	4.25
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				210.68
	DATE: SATURDAY, APRIL 15, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A231004038 - 1712 6TH AVE. (EMERGENCY LOCATE).				
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	2.00	HOUR	155.00	310.00
	Subtotal				310.00
	UTILITY MARKING PAINT - RED (20 OZ CAN).	.50	EACH	3.55	1.78
	Subtotal				1.78
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	1.78	.45
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80

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H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	2.00	HOUR	6.90	13.80
	Subtotal				432.83
1	DATE: MONDAY, APRIL 17, 2023 - COMPLETED THE FOLLOWING WORK: 1406 MADISON ST. - STREET LIGHT KNOCKDOWN. HEATED UP (2) BOLTS WITH TORCH AND STRAIGHTENED. STREET LIGHT READY TO BE SET BACK.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	4.00	HOUR	103.30	413.20
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	4.00	HOUR	53.40	213.60
	Subtotal				626.80
1	DATE: MONDAY, APRIL 17, 2023 - COMPLETED THE FOLLOWING WORK: 9TH AVE. & MADISON ST. - SOUTH WEST CORNER BASE KNOCKDOWN. DRILLED (1) ANCHOR, FRAMED, AND SET ABASE. VERIFIED WORKING PROPERLY.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	8.00	HOUR	103.30	826.40
	Subtotal				826.40
	3 SECTION, L.E.D., SIGNAL HEAD.	1.00	EACH	384.00	384.00
	TRAFFIC SIGNAL A-BASE PEDESTAL.	1.00	EACH	540.00	540.00
	5/C#14AWG TRAFFIC SIGNAL CABLE.	20.00	FOOT	.9688	19.38
	BURNDY LLC YS6CLBOX 6 STRAIGHT CU BUTT SPLICE.	5.00	EACH	1.7074	8.54

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
 Website: www.hh-electric.com

Invoice ID: 41445
 Invoice Date: 04-30-2023
 Draw ID: 614
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
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	T&B#HS6-1L - HEAT SHRINK TUBE (#6AWG TO #1AWG) (8 INCH LENGTH).	1.00	EACH	3.3189	3.32
	0.75" X 12.00" LENGTH ANCHOR, CONCRETE WEDGE STUD, GALVANIZED STEEL.	1.00	EACH	12.2350	12.24
	POLYCARBONATE T-BRACKET.	1.00	EACH	28.00	28.00
	0.75" BANDING, TYPE 201 STAINLESS STEEL.	8.00	FOOT	39.00	312.00
	0.75" BANDING BUCKLE, TYPE 201 STAINLESS STEEL BANDING.	2.00	EACH	.96	1.92
	Subtotal				1,309.40
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	1,309.40	327.35
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	8.00	HOUR	53.40	427.20
	ARROWBOARD (TRAFFIC CONTROL & PROTECTION) - TOWABLE TYPE.	4.00	HOUR	4.30	17.20
	Subtotal				2,907.55
	DATE: TUESDAY, APRIL 18, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X231031949 - 15TH AVE. & ST. CHARLES RD.				
2	X231031959 - 17TH AVE. & ST. CHARLES RD.				
3	X231031962 - 18TH AVE. & ST. CHARLES RD.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	6.50	HOUR	103.30	671.45
	Subtotal				671.45
	UTILITY MARKING PAINT - RED (20 OZ CAN).	7.00	EACH	3.55	24.85
	RED MARKING FLAGS (H&H).	40.00	EACH	.1390	5.56
	Subtotal				30.41
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	30.41	7.60
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	6.50	HOUR	53.40	347.10

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	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	6.50	HOUR	6.90	44.85
	Subtotal				1,101.41
	DATE: TUESDAY, APRIL 18, 2023 - COMPLETED THE FOLLOWING WORK:				
1	1400 BLOCK OF MADISON ST. - FRAMED AND SET 28' ALUMINUM POLE. SPLICED AND TESTED WHEN DONE. FIXTURE WAS VILLAGE STOCK. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	9.00	HOUR	103.30	929.70
	Subtotal				929.70
	28' ALUMINUM POLE.	1.00	EACH	1,050.00	1,050.00
	8' BRACE ARM.	1.00	EACH	403.00	403.00
	2-1/C#10AWG XLP/USE-2 CABLE.	40.00	FOOT	.7757	31.03
	BUSSMANN #HEX-AW-DRLCA - DOUBLE POLE, BREAKAWAY TYPE FUSEHOLDER (INCLUDES RUBBER BOOTS), 30 AMP RATING.	1.00	EACH	114.63	114.63
	Subtotal				1,598.66
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	1,598.66	399.67
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	3.00	HOUR	42.50	127.50
	H&H EQUIPMENT #0396 - CRANE / COMBINATION DIGGER (AUGER) TRUCK.	3.00	HOUR	68.33	204.99
	Subtotal				3,260.52
	DATE: WEDNESDAY, APRIL 19, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X231081538 - 1611 2ND AVE. (EMERGENCY LOCATE).				

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	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.00	HOUR	155.00	155.00
	Subtotal				155.00
	UTILITY MARKING PAINT - RED (20 OZ CAN).	.50	EACH	3.55	1.78
	Subtotal				1.78
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	1.78	.45
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				217.53
	DATE: THURSDAY, APRIL 20, 2023 - COMPLETED THE FOLLOWING WORK:				
1	2100 BLOCK OF 1ST AVE. - LIGHTS ALL OUT. TROUBLESHOOT NO POWER. FOUND FAULTY SPLICE ON POLE ON ROOSEVELT RD. BETWEEN 1ST AVE. & 2ND AVE.				
2	RESPLICED AND VERIFIED ALL LIGHTS OPERTIONAL.				
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	2.00	HOUR	155.00	310.00
	Subtotal				310.00
	BLUE WIRE NUT - WING TYPE.	2.00	EACH	.4912	.98
	Subtotal				.98
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	.98	.25
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80
	Subtotal				418.03

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	DATE: FRIDAY, APRIL 21, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X230651456 - 8TH AVE. & HARRISON ST.				
2	A230651946 - 7TH AVE. & CONGRESS ST.				
3	A230651934 - 6TH AVE. & HARRISON ST.				
4	A230651915 - 5TH AVE. & HARRISON ST.				
5	A230651909 - 3RD AVE. & CONGRESS ST.				
6	X230651429 - VAN BUREN ST. & 5TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	7.00	HOUR	103.30	723.10
	Subtotal				723.10
	UTILITY MARKING PAINT - RED (20 OZ CAN).	11.00	EACH	3.55	39.05
	RED MARKING FLAGS (H&H).	82.00	EACH	.1390	11.40
	Subtotal				50.45
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	50.45	12.61
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	7.00	HOUR	53.40	373.80
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	7.00	HOUR	6.90	48.30
	Subtotal				1,208.26
	DATE: WEDNESDAY, APRIL 26, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X231152013 - 301 ST AVE. (EMERGENCY LOCATE).				
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.50	HOUR	155.00	232.50
	Subtotal				232.50
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	3.55	3.55
	Subtotal				3.55

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	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	3.55	.89
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.50	HOUR	53.40	80.10
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				323.94
DATE: THURSDAY, APRIL 27, 2023 - COMPLETED THE FOLLOWING WORK:					
1	4TH AVE. & VAN BUREN ST. - LIGHTING DUCT AND CABLES PULLED UP BY CONTRACTOR. HANDUG BOTH RACEWAYS OF POLE AND CUT IN CLEAR WIRES THAT HAD BEEN SUCKED DOWN POLE. ADDED OUT (3) SETS OF CABLES. REPAIRED DUCT. PULLED CABLES BACK UP INTO POLE. SPLICED, BACKFILLED, AND TESTED. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	6.00	HOUR	103.30	619.80
	Subtotal				619.80
	#6 AWG (BLUE) TWO WAY CONNECTOR - LONG BARREL TYPE.	6.00	EACH	4.12	24.72
	T&B#HS16-12L - HEAT SHRINK TUBE (#16AWG TO #12AWG) (8 INCH LENGTH).	6.00	EACH	2.8135	16.88
	2-1/C#6AWG XLP/USE-2 CABLE.	20.00	FOOT	2.0092	40.18
	BUSSMANN #HEB-AA - SINGLE SCREW TYPE FUSEHOLDER, 30 AMP RATING.	2.00	EACH	9.26	18.52
	BUSSMANN #2A0660 - RUBBER FUSEHOLDER BOOT.	4.00	EACH	2.58	10.32
	Subtotal				110.62
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	110.62	27.66
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	6.00	HOUR	53.40	320.40

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Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	Subtotal				1,078.48

Invoice Total: 16,235.05

~~\$~~ 16,235.05

Recommended To Be Paid

Dept. Head: Jim B

Expense Acct: 01-50-52100

Date: 6/29/23 PO # _____

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Invoice ID: 41631
 Invoice Date: 05-31-2023
 Draw ID: 615
 Customer ID: MAYWOOD

H&H Electric Co. Job: M-0009

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Job Location:
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<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
PROJECT TITLE: VILLAGE OF MAYWOOD - STREET LIGHTING AND TRAFFIC SIGNAL MAINTENANCE.					
LOCATION: VARIOUS - STREET LIGHTING AND TRAFFIC SIGNALS.					
H&H WORK ORDER #: 19231.					
DATE: MONDAY, MAY 1, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:					
1	X231490194 - 2ND AVE. & ERIE ST.				
2	A231171741 - 1828 17TH AVE.				
3	X231171326 - 30 17TH AVE.				
4	A231182629 - 1413 16TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	103.30	206.60
	Subtotal				206.60
	UTILITY MARKING PAINT - RED (20 OZ CAN).	3.00	EACH	3.55	10.65
	RED MARKING FLAGS (H&H).	10.00	EACH	.1390	1.39
	Subtotal				12.04
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	12.04	3.01
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	2.00	HOUR	6.90	13.80
	Subtotal				342.25
DATE: MONDAY, MAY 1, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:					
1	X231213084 - 626 11TH AVE. (EMERGENCY LOCATE).				

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	OVER TIME - LABOR RATE (3:30 P.E.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	.50	HOUR	155.00	77.50
	Subtotal				77.50
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	3.55	3.55
	RED MARKING FLAGS (H&H).	4.00	EACH	.1390	.56
	Subtotal				4.11
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	4.11	1.03
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	.50	HOUR	53.40	26.70
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	.50	HOUR	6.90	3.45
	Subtotal				112.79
	DATE: TUESDAY, MAY 2, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X230741430 - 4TH AVE. & HARRISON ST.				
2	X230741426 - 2ND AVE. & HARRISON ST.				
3	A230761704 - 4TH AVE. & VAN BUREN ST.				
4	A230761697 - 2ND AVE. & VAN BUREN ST.				
5	A230761712 - 6TH AVE. & VAN BUREN ST.				
6	X231210331 - 1319 1ST AVE.				
7	X231210703 - 646 12TH AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	7.00	HOUR	103.30	723.10
	Subtotal				723.10
	UTILITY MARKING PAINT - RED (20 OZ CAN).	8.00	EACH	3.55	28.40
	RED MARKING FLAGS (H&H).	68.00	EACH	.1390	9.45
	Subtotal				37.85
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	37.85	9.46

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	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	7.00	HOUR	53.40	373.80
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	7.00	HOUR	6.90	48.30
	Subtotal				1,192.51
1	DATE: TUESDAY, MAY 2, 2023 - COMPLETED THE FOLLOWING WORK: 1933 25TH AVE. - INSTALLED LED FIXTURE FROM MAYWOOD STOCK.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	1.00	HOUR	103.30	103.30
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	Subtotal				156.70
1	DATE: THURSDAY, MAY 4, 2023 - COMPLETED THE FOLLOWING WORK: 6TH AVE. & VAN BUREN ST. - CABLES HIT BY CONTRACTOR ON NORTH EAST CORNER. (3) SPANS AFFECTED. CONTRACTOR HAD AREA BACKFILLED. DUG AT HANDHOLE TO LOOK FOR UNITDUCT. DID NOT FINISH DIGGING.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	7.50	HOUR	103.30	774.75
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	7.50	HOUR	53.40	400.50
	Subtotal				1,175.25

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	DATE: THURSDAY, MAY 4, 2023 - COMPLETED THE FOLLOWING WORK:				
1	X231232830 - 401 S 15TH AVE. (EMERGENCY LOCATE).				
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.00	HOUR	155.00	155.00
	Subtotal				155.00
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	3.55	3.55
	RED MARKING FLAGS (H&H).	8.00	EACH	.1390	1.11
	Subtotal				4.66
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	4.66	1.17
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				221.13
	DATE: FRIDAY, MAY 5, 2023 - COMPLETED THE FOLLOWING WORK:				
1	6TH AVE. & VAN BUREN ST. - HIT CABLES BY CONTRACTOR ON NORTH EAST CORNER. FINISHED DIGGING UP UNITDUCT. MADE REPAIRS ON CONDUIT. ADDED OUT CABLE AND UNITDUCT. MADE ALL SPLICES IN HANDHOLE. VERIFIED STREET LIGHTING WORKING.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	12.00	HOUR	103.30	1,239.60
	Subtotal				1,239.60
	1-1/C#6AWG XLP/USE-2 CABLE.	60.00	FOOT	.9644	57.86
	1.00" EMPTY UNITDUCT POLYETHYLENE (BLACK).	30.00	FOOT	.8086	24.26

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 Draw ID: 615
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H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	#6 AWG (BLUE) TWO WAY CONNECTOR - LONG BARREL TYPE.	8.00	EACH	7.40	59.20
	T&B#HS16-12L - HEAT SHRINK TUBE (#16AWG TO #12AWG) (8 INCH LENGTH).	8.00	EACH	2.8135	22.51
	T&B #54640 - ORANGE COMPRESSION CABLE JOINT.	2.00	EACH	2.3985	4.80
	T&B#HS6-1L - HEAT SHRINK TUBE (#6AWG TO #1AWG) (8 INCH LENGTH).	2.00	EACH	3.3189	6.64
	3M - SUPER 33+ VINYL ELECTRICAL TAPE, BLACK - 3/4" X 66FT.	2.00	ROLL	30.94	61.88
	2.00" DIAMETER RIGID CONDUIT.	4.00	FOOT	6.7458	26.98
	2.00" RIGID CONDUIT - STANDARD COUPLING.	2.00	EACH	15.39	30.78
	Subtotal				294.91
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	294.91	73.73
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	12.00	HOUR	53.40	640.80
	Subtotal				2,249.04

DATE: FRIDAY, MAY 5, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:

- 1 X231220090 - 1201 ST. CHARLES RD.
- 2 X231220701 - 1200 17TH AVE.
- 3 A231221557 - 1433 20TH AVE.
- 4 X231091438 - 1242 16TH AVE.
- 5 A231222715 - 1907 3RD AVE.
- 6 X231230551 - 6TH AVE. & HARRISON ST.
- 7 X231230574 - 6TH AVE. & VAN BUREN ST.
- 8 A231231382 - 1311 5TH AVE.
- 9 A231231811 - 15TH AVE. & WASHINGTON AVE.
- 10 A230522347 - WASHINGTON BLVD. & 21ST AVE.
- 11 X230521633 - WASHINGTON BLVD. & 18TH AVE.
- 12 X230521635 - WASHINGTON BLVD. & 12TH AVE.

H&H ELECTRIC CO.
 2830 COMMERCE STREET
 FRANKLIN PARK, IL 60131-2927
 Phone: (708)453-2222
 Facsimile: (708)453-2851
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Invoice ID: 41631
 Invoice Date: 05-31-2023
 Draw ID: 615
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H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
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Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
13	X231231895 - 1404 12TH AVE.				
14	X231232151 - 1437 11TH AVE.				
15	A230543627 - 19TH AVE. & WASHINGTON AVE.				
16	A230543614 - 19TH AVE. & WASHINGTON AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	6.00	HOUR	103.30	619.80
	Subtotal				619.80
	UTILITY MARKING PAINT - RED (20 OZ CAN).	9.00	EACH	3.55	31.95
	RED MARKING FLAGS (H&H).	80.00	EACH	.1390	11.12
	Subtotal				43.07
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	43.07	10.77
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	6.00	HOUR	53.40	320.40
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	6.00	HOUR	6.90	41.40
	Subtotal				1,035.44
	DATE: WEDNESDAY, MAY 10, 2023 - COMPLETED THE FOLLOWING WORK:				
1	1400 BLOCK OF SOUTH 10TH AVE. - CLEARED SHORT BUTT. SET ALUMINUM POLE DOWN. SAFED OFF WIRES AND HAULED AWAY POLE.				
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.00	HOUR	155.00	155.00
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	Subtotal				208.40

DATE: THURSDAY, MAY 11, 2023 - LOCATED AND MAKRED JULIE DIG TICKET #:

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Invoice ID: 41631
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H&H Electric Co. Job: M-0009

To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
1	A231301476 - 1818 5TH AVE. (EMERGENCY LOCATE).				
2	X231302308 - 517 2ND AVE. (EMERGENCY LOCATE).				
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	1.00	HOUR	155.00	155.00
	Subtotal				155.00
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	3.55	3.55
	RED MARKING FLAGS (H&H).	5.00	EACH	.1390	.70
	Subtotal				4.25
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	4.25	1.06
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				220.61
	DATE: MONDAY, MAY 15, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A231291483 - 407 15TH AVE.				
2	A230651934 - 6TH AVE. & HARRISON ST.				
3	X231321124 - 136 6TH AVE.				
4	X231350310 - 1311 9TH AVE. (EMERGENCY LOCATE)				
5	X230651429 - 5TH AVE. & VAN BUREN ST.				
6	X230651423 - 9TH AVE. & VAN BUREN ST.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	15.00	HOUR	103.30	1,549.50
	Subtotal				1,549.50
	UTILITY MARKING PAINT - RED (20 OZ CAN).	16.00	EACH	3.55	56.80

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To:
 VILLAGE OF MAYWOOD
 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	RED MARKING FLAGS (H&H).	85.00	EACH	.1390	11.82
	Subtotal				68.62
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	68.62	17.16
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	15.00	HOUR	53.40	801.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	15.00	HOUR	6.90	103.50
	Subtotal				2,539.78
	DATE: WEDNESDAY, MAY 17, 2023 - COMPLETED THE FOLLOWING WORK:				
1	10TH AVE. & HARVARD ST. - HANDUG AND PULLED FAULTY CONCRETE BUTT. FRAMED AND SET NEW ALUMINUM POLE AND FIXTURE. PICKED UP FROM PUBLIC WORKS YARD.				
2	1301 S 4TH AVE. - HANDUG AND PULLED FAULTY CONCRETE BUTT. FRAMED AND SET NEW ALUMINUM POLE AND FIXTURE. PICKED UP FROM PUBLIC WORKS YARD.				
3	1246 S 13TH AVE. - HANDUG AND PULLED FAULTY CONCRETE BUTT. FRAMED AND SET NEW ALUMINUM POLE AND FIXTURE. PICKED UP FROM PUBLIC WORKS YARD.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	21.50	HOUR	103.30	2,220.95
	Subtotal				2,220.95
	2-1/C#10AWG XLP/USE-2 CABLE.	60.00	FOOT	.9668	58.01
	BUSSMANN #HEB-AA - SINGLE SCREW TYPE FUSEHOLDER, 30 AMP RATING.	6.00	EACH	7.81	46.86
	BUSSMANN #2A0660 - RUBBER FUSEHOLDER BOOT.	12.00	EACH	2.27	27.24
	10 AMP TIME DELAY FUSE.	6.00	EACH	7.03	42.18

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H&H Electric Co. Job: M-0009

To:
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 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	BLUE WIRE NUT - WING TYPE.	6.00	EACH	.4912	2.95
	PHOTOCELL CONTROL - TWIST LOCK TYPE - 105-305VOLTS.	3.00	EACH	11.2590	33.78
	Subtotal				211.02
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	211.02	52.76
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	21.50	HOUR	53.40	1,148.10
	Subtotal				3,632.83
	DATE: THURSDAY, MAY 18, 2023 - COMPLETED THE FOLLOWING WORK:				
1	9TH AVE. & MADISON ST. - FLASHING INTERSECTION. FOUND CVM FAULT. POWER CYCLED CONTROLLER. CORNER WAS RUNNING PROPERLY. CLEARED CALL.				
	OVER TIME - LABOR RATE (3:30 P.M. TO 7:00 A.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:30 P.M. ON SATURDAYS).	2.00	HOUR	155.00	310.00
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80
	Subtotal				416.80
	DATE: FRIDAY, MAY 19, 2023 - COMPLETED THE FOLLOWING WORK:				
1	800 BLOCK OF SOUTH 10TH AVE. - TRENCHED TO RELOCATE POLE THAT WAS HIT CONSISTENTLY. HANDUG, FRAMED, AND SET SHORT ALUMINUM POLE. SPLICED AND TESTED.				
2	POLE AND FIXTURE WAS VILLAGE STOCK. STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	6.00	HOUR	103.30	619.80

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Invoice ID: 41631
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H&H Electric Co. Job: M-0009

To:
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Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	Subtotal				619.80
	2-1/C#10AWG XLP/USE-2 CABLE.	30.00	FOOT	.9668	29.00
	BUSSMANN #HEB-AA - SINGLE SCREW TYPE FUSEHOLDER, 30 AMP RATING.	2.00	EACH	7.81	15.62
	BUSSMANN #2A0660 - RUBBER FUSEHOLDER BOOT. 10 AMP TIME DELAY FUSE.	4.00	EACH	2.27	9.08
		2.00	EACH	7.03	14.06
	Subtotal				67.76
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	67.76	16.94
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	6.00	HOUR	53.40	320.40
	Subtotal				1,024.90
	DATE: MONDAY, MAY 22, 2023 - COMPLETED THE FOLLOWING WORK:				
1	ROOSEVELT RD. BETWEEN 1ST AVE. & 2ND AVE. - FRAMED AND SET ALUMINUM POLE ON SMALL BREAKAWAY CAN. SPLICED AND TESTED. FIXTURE WAS VILLAGE STOCK.				
2	11TH AVE. NORTH OF MADISON ST. ON EAST SIDE. - TRENCHED TO MOVE LOCATION OF POLE THAT HAS BEEN HIT CONSISTENTLY.				
3	2ND AVE. TO 9TH AVE. ON CONGRESS ST. - REFRESHED LOCATE MARKS. (AQUA CONSTRUCTION).				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	25.00	HOUR	103.30	2,582.50
	Subtotal				2,582.50
	ROUND TAPERED ALUMINUM POLE, 27'-8" X 8" X 4-1/2", WALL 0.188", COMPLETE W/DAMPER. SHAFT UNDRILLED AT TOP BUT FURNISHED WITH 2 GROMMETS. BOLT CIRCLE IS 10" - 11".	1.00	EACH	1,050.00	1,050.00

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Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	10' ALUMINUM ARM WITH STAINLESS STEEL HARDWARE.	1.00	EACH	429.00	429.00
	2-1/C#10AWG XLP/USE-2 CABLE.	60.00	FOOT	.9668	58.01
	BUSSMANN #HEB-AA - SINGLE SCREW TYPE FUSEHOLDER, 30 AMP RATING.	4.00	EACH	7.81	31.24
	BUSSMANN #2A0660 - RUBBER FUSEHOLDER BOOT.	8.00	EACH	2.27	18.16
	10 AMP TIME DELAY FUSE.	4.00	EACH	7.03	28.12
	SHORTING CAP FOR PHOTOCELL RECEPTACLE.	2.00	EACH	7.77	15.54
	UTILITY MARKING PAINT - RED (20 OZ CAN).	6.00	EACH	3.55	21.30
	RED MARKING FLAGS (H&H).	40.00	EACH	.1390	5.56
	Subtotal				1,656.93
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	1,665.28	416.32
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	17.00	HOUR	53.40	907.80
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	7.00	HOUR	6.90	48.30
	H&H EQUIPMENT # 0017 - CRANE/DIGGER DERRICK.	8.00	HOUR	76.58	612.64
	Subtotal				6,224.49
	DATE: WEDESDAY, MAY 24, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A231430141 - 43 21ST AVE.				
2	X231431050 - 1443 17TH AVE.				
3	A231390107 - 415 LEXINGTON ST.				
4	X231441399 - 645 14TH AVE. (EMERGENCY LOCATE).				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	5.50	HOUR	103.30	568.15
	Subtotal				568.15
	UTILITY MARKING PAINT - RED (20 OZ CAN).	3.00	EACH	3.55	10.65

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	RED MARKING FLAGS (H&H).	15.00	EACH	.1390	2.09
	Subtotal				12.74
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	12.74	3.19
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	5.50	HOUR	53.40	293.70
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	5.50	HOUR	6.90	37.95
	Subtotal				915.73
	DATE: THURSDAY, MAY 25, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X231423287 - 913 6TH AVE.				
2	A231433586 - 15 1ST AVE.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	2.00	HOUR	103.30	206.60
	Subtotal				206.60
	UTILITY MARKING PAINT - RED (20 OZ CAN).	1.00	EACH	3.55	3.55
	RED MARKING FLAGS (H&H).	5.00	EACH	.1390	.70
	Subtotal				4.25
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	4.25	1.06
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	1.00	HOUR	53.40	53.40
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	1.00	HOUR	6.90	6.90
	Subtotal				272.21
	DATE: WEDNESDAY, MAY 31, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X231490182 - 21ST AVE. & HARRISON ST.				
2	X231490183 - 21ST AVE. & VAN BUREN ST.				
3	X231490185 - 20TH AVE. & ADAMS ST.				

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 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
4	X231490186 - 8TH AVE. & GREEN ST.				
5	X231490187 - 8TH AVE. & MADISON ST.				
6	A231503039 - 811 18TH AVE.				
7	X231452586 - 1311 9TH AVE.				
8	X231461711 - 1833 4TH AVE.				
9	X230521635 - WASHINGTON BLVD. & 12TH AVE.				
10	X230521634 - WASHINGTON BLVD. & 15TH AVE.				
11	X231490195 - ERIE ST. & 1ST AVE.				
12	X231490194 - 2ND AVE. & ERIE ST.				
13	X231490193 - 3RD AVE. & ERIE ST.				
14	X231490192 - MADISON ST. & 3RD AVE.				
15	X231490191 - 2ND AVE. & SCHOOL ST.				
16	X231490190 - SCHOOL ST. & 2ND AVE.				
17	X231490189 - SCHOOL ST. & 3RD AVE.				
18	X231510076 - 611 ST. CHARLES RD.				
	STANDARD TIME - LABOR RATE (7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY - EXCLUDING HOLIDAYS).	10.00	HOUR	103.30	1,033.00
	Subtotal				1,033.00
	UTILITY MARKING PAINT - RED (20 OZ CAN).	10.00	EACH	3.55	35.50
	RED MARKING FLAGS (H&H).	50.00	EACH	.1390	6.95
	Subtotal				42.45
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	42.45	10.61
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	10.00	HOUR	53.40	534.00
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	10.00	HOUR	6.90	69.00
	Subtotal				1,689.06

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<u>Item</u>	<u>Description</u>	<u>Unit of</u> <u>Units Measure</u>	<u>Unit Price</u>	<u>Amount</u>
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\$ 23,629.92

RECOMMENDED TO BE PAID	
DATE:	<i>6/29/23</i>
DEPT HEAD:	<i>Job</i>
EXPENSE ACCT:	<i>01-50-52100</i>
PO#	

Invoice Total: 23,629.92

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, Hancock Engineering

SPECIFIC ACTION REQUESTED: Payment approval of the invoices for engineering services rendered for the Village of Maywood Public Works Department.

Invoice	Date	Amount	Description
23-0433	05/24/2023	\$7,669.05	Central Sewer Repair
23-0434	05/24/2023	\$8,950.00	19 th Avenue Improvements
23-0436	05/24/2023	\$32,629.42	Washington Blvd Improvements
23-0437	05/24/2023	\$56,917.00	I-290 Corridor Storm Sewer Separation
23-0604	07/20/2023	\$19,828.00	2022 Roadway Improvements
23-0607	07/20/2023	\$6,000.00	Prarie Path Lighting and Safety Improvements
23-0608	07/20/2023	\$66,836.50	I-290 Corridor Storm Sewer Separation

RECOMMENDATION: It is recommendation that the total payments of \$202,829.97 be approved for payment. The expense account to be charged: Various Accounts.



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 5/24/2023
INVOICE NO: 23-0433
BILLING THROUGH: 4/30/2023

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. LANYA SATCHELL, DIRECTOR OF FINANCE
40 MADISON STREET
MAYWOOD, IL 60153

5652026015 - Central Sewer Separation Improvement (CDBG-DR)

Engineering services related to services by others.

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Providing Design Engineering	\$511,000.00	100.00	\$510,998.50	\$510,998.50	\$0.00
Services by Others (See Attached)	\$127,120.00	86.0	\$108,783.93	\$101,114.88	\$7,669.05
TOTAL	\$638,120.00		\$619,782.43	\$612,113.38	\$7,669.05

BILL NO. 15, AMOUNT DUE THIS INVOICE \$7,669.05

This invoice is due on 6/23/2023

cc: Ms. Tanika Skipper, Accounts Payable

INVOICE



TO:
 Mr. James Kruschke, Acting Village Manager
 40 Madison Street
 Maywood, IL 60153

Date: 4/5/2023
Invoice No.: MWSS-04

Project Name: Maywood - Storm Sewer Separation Project
Invoice Period: 2/25/2023-3/31/2023

Direct Labor				
Classification	Employee	Hours	Rate	Amount
Principal	Tammy Wierciak	10.25	\$173.00	\$1,773.25
Principal	Seema Wadia		\$173.00	\$0.00
Sr. Proj Manager	Jordan Rogalski	30.75	\$127.00	\$3,905.25
Sr. Comms Manager	Brenda Tlapa	12.00	\$113.00	\$1,356.00
Total Hours		53.00		
Subtotal Direct Labor				\$7,034.50
Direct Expenses				Amount
Open House Invitation Mailer and Postage				\$221.12
Open House Materials (flyers, comment forms, boards)				\$413.43
Subtotal Direct Expenses				\$634.55
Invoice Total				\$7,669.05

Work Completed this Period

- * Open house coordination and staffing
- * Open house meeting summary

RECOMMENDED (830)
FOR APPROVAL

EDWIN HANCOCK ENGINEERING CO.

William D. Peterson

DATE 4-6-23

PROJECT NO. 565-20-26015

Previously Invoiced: \$17,073.08

Invoiced to Date: \$24,742.13

Payment Due this Invoice: \$7,669.05

Payment Due: 30 days

Make all checks payable to:

Metro Strategies Group, 1901 Butterfield Road, Suite 260, Downers Grove, IL 60515

For any questions, please contact Seema Wadia at 630-534-6400, xt 103 or swadia@metrostratgroup.com.

565-20-26015

AlphaGraphics 375
712 E. Elm Ave
La Grange, IL 60525
708-482-4488
ag375@alphagraphics.com
www.us375.alphagraphics.com



Invoice Number: 111434

Pay Your Invoice Online
click here

Bill To:
Jordan Rogalski
Metro Strategies Group
1901 Butterfield Road, Suite 260
Downers Grove IL 60515

Date: 3/9/23
Payment Due:
P.O.:

E-Mail: jrogalski@metrostratgroup.com

Account Type: Charge Account
Wanted: 2/24/23
Ship Via: Drop US Post Office

Maywood Post Cards

Quantity	Description	Price
148	Maywood Post Cards, 5 x 7 Bright White 100# LYNX Opaque Ultra Cover Smooth, copied on 2 sides	\$ 79.88
148	Mailing Services	\$ 48.00
148	Address Cards	
1	Postage @ \$.63 Shown as Shipping .63	
148	Apply Stamps	
	Process List	
1	Deliver to Post Office	

Special Instructions:

Subtotal	127.88
Tax	0.00
Shipping	93.24
Total	221.12
Deposit (-)	0.00
Amount Due	\$221.12

PAYMENT TERMS: I understand all charged invoices are payable 30 days after invoice date and that a service fee of 1.5% per month will be added to all past due accounts. In the event payment is not made and account is referred to a collection agency, or if legal action is required I will pay collection and/or attorney's fees resulting from such action.

CHECK ACCEPTANCE POLICY: My signature indicates I understand and authorize AlphaGraphics to electronically debit my account on all dishonored checks plus a processing fee and any applicable taxes.

ALL DISPUTES must be addressed within 30 days of receipt of product. AlphaGraphics cannot research disputes on product older than 30 days.

CREDIT CARD ACCEPTANCE POLICY: Credit card payment may be accepted at the time of sale or within the first 30 days after release of merchandise. Credit card payments exempt from credit card payment without a processing fee.

Signature _____ Time _____

Print Name _____ Date _____

132

GET NOTICED.
GET BUSINESS.

INVOICE

AlphaGraphics 375
712 E. Elm Ave
La Grange, IL 60525
708-482-4488
ag375@alphagraphics.com
www.us375.alphagraphics.com



Pay Your Invoice Online
click here

Invoice Number: 111626

Bill To:
Brenda Tlapa
Metro Strategies Group
1901 Butterfield Road, Suite 260
Downers Grove IL 60515

Date: 3/6/23
Payment Due:
P.O.:

E-Mail: btlapa@metrostratgroup.com

Account Type: Charge Account
Wanted: 3/8/23 4:00 PM
Ship Via: PICK UP **CALL WHEN READY**

Maywood Sewer Project Meeting Items

Quantity	Description	Price
5	Maywood Sewer Project Meeting BOARDS, 24 x 36 White Adhesive Matte Permanent 54", high resolution Ink jet on 1 side FoamCore White 3/16 Mount(1) WELCOME SIGNS ONE EACH ON CORROPLAST ONE EACH 3 DISPLAY BOARDS ON FOAM CORE	\$ 272.93
2	Step Stakes 10" x 30"	
150	Maywood Sewer Project Meeting FLYERS, 8.5 x 11 White 100# Blazer Gloss Text Gloss, copied on 2 sides	\$ 110.50
50	Maywood Sewer Project Meeting COMMENT FORMS, 8.5 x 11 White 70# LYNX Offset Smooth, copied on 1 side	\$ 30.00
Special Instructions:		Subtotal 413.43
		Tax 0.00
		Shipping 0.00
		Total 413.43
		Deposit (-) 0.00
		Amount Due \$413.43

PAYMENT TERMS: I understand all charged invoices are payable 30 days after invoice date and that a service fee of 1.5% per month will be added to all past due accounts. In the event payment is not made and account is referred to a collection agency, or if legal action is required I will pay collection and/or attorney's fees resulting from such action.

CHECK ACCEPTANCE POLICY: My signature indicates I understand and authorize AlphaGraphics to electronically debit my account on all dishonored checks plus a processing fee and any applicable taxes.

ALL DISPUTES must be addressed within 30 days of receipt of product. AlphaGraphics cannot research disputes on product older than 30 days.

CREDIT CARD ACCEPTANCE POLICY: Credit card payment may be accepted at the time of sale or within the first 30 days after release of merchandise. Credit card payments exempt from credit card payment without a processing fee.

Signature _____ Time _____

Print Name _____ Date _____

You can view our Privacy Policy at: <https://www.alphagraphics.com/privacy-policy.html>



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 5/24/2023
INVOICE NO: 23-0434
BILLING THROUGH: 4/30/2023

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. LANYA SATCHELL, DIRECTOR OF FINANCE
40 MADISON STREET
MAYWOOD, IL 60153

5652124401 - 19th Avenue Improvements: Design Engineering

Engineering services related to design of plan and profile drawings, utility plans, maintenance of traffic plans, detour plans and preparation of estimate of costs.

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Providing Design Engineering	\$179,000.00	65.00	\$116,350.00	\$107,400.00	\$8,950.00
TOTAL	\$179,000.00		\$116,350.00	\$107,400.00	\$8,950.00

BILL NO. 9, AMOUNT DUE THIS INVOICE \$8,950.00

This invoice is due on 6/23/2023

cc: Ms. Tanika Skipper, Accounts Payable

ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$122,550.00	\$104,650.00	\$17,900.00

LOCAL AGENCY COST PLUS FIXED FEE INVOICE

Date **05/24/23** Invoice No. **23-0436.4**

To
Village of Maywood
 Attention To
Ms. Lanya Satchell, Finance Director
 Address
40 Madison Street
 City State Zip Code
Maywood IL 60153

From
Edwin Hancock Engineering Co.
 Address
9933 Roosevelt Road
 City State Zip Code
Westchester IL 60154

Local Public Agency **Village of Maywood** County **Cook** Section Number **18-00139-00-PV** State Job No. **C-91-187-18** Project No. **V8AD(050)**

For Professional Service performed as set forth in Agreement dated: **12/12/22** Consultant's Job No. **565-23-05801** Overhead Rate **117.25**
 & Supplemental Agreement(s) dated: FHWA Authorization Date **10/06/23**

1) Invoice Period	From: 04/01/23	To: 04/30/23		
	This Invoice	Previously Invoiced	Earned to Date	Max Allowable
2) Maximum Payable				
3) Direct Salaries	\$12,706.69	\$25,775.05	\$38,481.74	\$198,848.00
4) QC/QA				
5) Payroll & Overhead				
this invoice 117.2500%	\$14,898.59	\$30,221.25	\$45,119.84	\$219,566.00
average 0.0000%				
6.) Fixed Fee= 6.5408%	\$4,105.14	\$10,476.29	\$14,581.43	\$62,762.00
7) Direct Costs Prime				
8) Services by others				
TSC	\$919.00	\$0.00	\$919.00	\$13,200.00
9) Total invoiced for project including this invoice			\$99,102.01	
10) Previously Invoiced		\$66,472.59		
11) Payment Due this invoice	\$32,629.42			

I have reviewed the invoice and found it agrees with the executed Engineering Agreement for this project. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

Approved Local Public Agency Rep. Signature & Date
Lanya Satchell Digitally signed by Lanya Satchell
 Date: 2023.05.25 09:56:19 -05'00'

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Consultant
Edwin Hancock Engineering Co.
 By Signature & Date
James Goumas Digitally signed by James Goumas
 Date: 2023.05.25 09:55:17 -05'00'
 Name
William Peterhansen
 Title
Vice President



INVOICE NO: IN126625

TESTING SERVICE CORPORATION

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TESTING SERVICE CORPORATION
360 S. MAIN PLACE • CAROL STREAM, IL 60188
PHONE: 630.462.2600 • FAX: 630.653.2988

C
L
I
E
N
T

Edwin Hancock Engineering Company
9933 Roosevelt Road
Westchester, IL 60154-2749

Attn: Mr. Rob Prohaska

P
R
O
J
E
C
T

Washington Boulevard - FAU 1441
Washington Boulevard
Maywood, IL

P.O. #	Project Eng. Schmitz, Jeffrey	Our Job # 095193 - 1160	Terms Code N30	Invoice Date 4/26/2023
--------	----------------------------------	----------------------------	-------------------	---------------------------

RPT	Date	Description	Quantity	Unit Price	Amount
1	4/11	Engineering Services, Reg Hours	0.50	160.00	80.00
1	4/11	Materials Tester I, Reg Hours	4.00	112.00	448.00
1	4/11	Trip Charge	1.00	55.00	55.00
1	4/11	Concrete Cyl, Compressive Strength, Each	4.00	19.00	76.00
1	4/12	Pickup Test Cylinders, Per Trip	1.00	100.00	100.00
1	4/26	Engineer Report Preparation, Per Hour	1.00	160.00	160.00

RECOMMENDED

FOR APPROVAL

EDWIN HANCOCK ENGINEERING CO.

William O. Peltz

DATE 5-9-23

PROJECT NO. 565-23-05801

Budget Information	13,200.00	Total:	919.00
This Invoice	919.00		
Am't Remaining	12,281.00		

Invoice

Original
136

Page 1 of 1

Unless we receive written communication of a disagreement of records within ten (10) days after the date of this invoice, we shall consider this invoice as agreeing with your records and acknowledgement that this or these amounts are owed by you or your firm to Testing Service Corporation.
Note: A finance charge of 1.5% per month (18% annually) will be charged on balances not paid within 30 days of date of invoice.

515-22-5001 5001



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 5/24/2023
INVOICE NO: 23-0437
BILLING THROUGH: 4/30/2023

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. LANYA SATCHELL, DIRECTOR OF FINANCE
40 MADISON STREET
MAYWOOD, IL 60153

5652305915 - I-290 Corridor Storm Sewer Separation Project - Construction Eng.

Engineering services related to resident observation of construction work, line and grade staking, measurement of contractor quantities, attendance at construction meetings, and preparation of Contractor Pay Estimates.

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
CAD - II	2.00	\$105.00	\$210.00
ENG TECH - III	24.00	\$89.00	\$2,136.00
ENGINEER - I	37.50	\$102.00	\$3,825.00
ENGINEER - II	181.00	\$114.00	\$20,634.00
ENGINEER - IV	97.00	\$132.00	\$12,804.00
ENGINEER - V	2.00	\$142.00	\$284.00
ENGINEER - VI	112.00	\$152.00	\$17,024.00
TOTAL SERVICES	455.50		\$56,917.00

BILL NO. 4, AMOUNT DUE THIS INVOICE \$56,917.00

This invoice is due on 6/23/2023

cc: Ms. Tanika Skipper, Accounts Payable

ACCOUNT SUMMARY

SERVICES BTD	EXPENSES BTD	LAST INV NO	LAST INV DATE	LAST INV AMT	LAST PAY AMT	PREV UNPAID AMT
\$135,621.50	\$0.00	23-0355	4/28/2023	\$61,882.00	--	\$78,704.50



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 7/20/2023
INVOICE NO: 23-0604
BILLING THROUGH: 6/30/2023

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. LANYA SATCHELL, DIRECTOR OF FINANCE
40 MADISON STREET
MAYWOOD, IL 60153

5652213301 - 2022 Roadway Improvements – Construction Engineering

Engineering services related to resident observation of construction work, line, and grade staking, measurement of contractor quantities, and preparation of contractor pay estimates.

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
ENG TECH - I	36.00	\$43.00	\$1,548.00
ENG TECH - IV	85.50	\$121.00	\$10,345.50
ENGINEER - I	67.75	\$102.00	\$6,910.50
ENGINEER - IV	2.00	\$132.00	\$264.00
ENGINEER - VI	5.00	\$152.00	\$760.00
TOTAL SERVICES	196.25		\$19,828.00

BILL NO. 14, AMOUNT DUE THIS INVOICE \$19,828.00

This invoice is due on 8/19/2023

cc: Ms. Tanika Skipper, Accounts Payable

ACCOUNT SUMMARY

SERVICES BTD	EXPENSES BTD	LAST INV NO	LAST INV DATE	LAST INV AMT	LAST PAY AMT	PREV UNPAID AMT
\$150,423.25	\$0.00	23-0552	6/29/2023	\$1,417.00	\$5,348.00	\$4,832.00



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 7/20/2023
INVOICE NO: 23-0607
BILLING THROUGH: 6/30/2023

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. LANYA SATCHELL, DIRECTOR OF FINANCE
40 MADISON STREET
MAYWOOD, IL 60153

5652304020 - Prarie Path Lighting and Safety Improvements

Engineering services related to design of detailed ADA ramp grading plans, plan and profiles, striping and signage plan, and engagement with electrical subconsultant.

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Providing Preliminary Engineering	\$60,000.00	55.00	\$33,000.00	\$27,000.00	\$6,000.00
TOTAL	\$60,000.00		\$33,000.00	\$27,000.00	\$6,000.00

BILL NO. 6, AMOUNT DUE THIS INVOICE \$6,000.00

This invoice is due on 8/19/2023

cc: Ms. Tanika Skipper, Accounts Payable

ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$38,000.00	\$20,000.00	\$18,000.00



Edwin Hancock Engineering Co.

9933 W Roosevelt Road
Westchester, IL 60154
Tel: 708-865-0300
www.ehancock.com

INVOICE

INVOICE DATE: 7/20/2023
INVOICE NO: 23-0608
BILLING THROUGH: 6/30/2023

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
ATTN: MS. LANYA SATCHELL, DIRECTOR OF FINANCE
40 MADISON STREET
MAYWOOD, IL 60153

5652305915 - I-290 Corridor Storm Sewer Separation Project - Construction Eng.

Engineering services related to resident observation of construction work, line and grade staking, measurement of contractor quantities, attendance at construction meetings, and preparation of Contractor Pay Estimates.

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
ENG TECH - I	146.00	\$43.00	\$6,278.00
ENGINEER - I	101.75	\$102.00	\$10,378.50
ENGINEER - II	176.00	\$114.00	\$20,064.00
ENGINEER - IV	151.00	\$132.00	\$19,932.00
ENGINEER - VI	67.00	\$152.00	\$10,184.00
TOTAL SERVICES	641.75		\$66,836.50

BILL NO. 6, AMOUNT DUE THIS INVOICE \$66,836.50

This invoice is due on 8/19/2023

cc: Ms. Tanika Skipper, Accounts Payable

ACCOUNT SUMMARY

SERVICES BTD	EXPENSES BTD	LAST INV NO	LAST INV DATE	LAST INV AMT	LAST PAY AMT	PREV UNPAID AMT
\$279,537.50	\$0.00	23-0549	6/29/2023	\$77,079.50	\$75,370.50	\$133,996.50



Local Public Agency Village of Maywood	County Cook	Section Number 18-00139-00-PV	State Job No. C-91-187-18	Project No. V8AD(050)
Invoice Date 07/20/23	Firm Name Edwin Hancock Engineering Co.	From 06/01/23	To 06/30/23	Invoice No. 23-0603.6

Engineering Progress Report

Item	Last Report	Percent Complete During this Period	Percent Complete Percent of Project	Percent of Project Complete	Date Due	Remarks
Project Management	30.5600%	10.7300%	15.2800%	6.3091%		
Construction Layout	52.5000%	9.3800%	5.6700%	3.5086%		
Project Inspection	22.6400%	9.9500%	45.4100%	14.7991%		
Documentation	17.6400%		11.3700%	2.0057%		
Project Closeout			8.0200%	0.0000%		
Material Testing			2.6700%	0.0000%		
Cut Sheet Review	72.7200%		3.0300%	2.2034%		
Utility Coordination	89.3267%		2.7800%	2.4833%		
Preconstruction Activities	100.0000%	0.0000%	3.1000%	3.1000%		
				0.0000%		
				0.0000%		
Total for Prime Consultant	27.7196%	6.6896%	97.3300%	34.4092%		
Subconsultants						
TSC	57.0000%	14.3200%	2.6700%	1.9042%		
				0.0000%		
				0.0000%		
				0.0000%		
				0.0000%		
Total for Subconsultants	1.5219%	0.3823%	2.67	1.9042		
Total Project	29.2415%	7.0719%	100.0000%	36.3134%		

(For Local Public Agency Use Only)

On Schedule
 Behind Schedule

Comments

Project Manager/Engineer Signature & Date

Submitted By
William Peterhansen

Representing
Edwin Hancock Engineering Co.

For Subconsultant's Progress Report:
Approved By

James Goumas Digitally signed by James Goumas
Date: 2023.07.19 14:21:26 -05'00'

Prime Consultant
Edwin Hancock Engineering Co.

Work this period
Project Management, Construction Layout, Project Inspection, and Documentation

Anticipated work next period
Project Management, Construction Layout, Project Inspection, and Documentation

Local Public Agency Village of Maywood	County Cook	Section Number 18-00139-00-PV	State Job No. C-91-187-18	Project No. V8AD(050)
Firm Name Edwin Hancock Engineering Co.	Date 07/20/23	From 06/01/23	To 06/30/23	Invoice No. 23-0603.6

Personnel Summary for Period

Employee	Classification	Regular Hours	Overtime Premium Hours	Hours	Rate	Direct Salaries Total	Premium Rate	Overtime Premium Cost
Callisen	Engineer-I	6.5		6.5	\$30.00	\$195.00		
Lome	Engineer-III	169.5		169.5	\$36.54	\$6,193.53		
Peterhansen	Engineer-VI	30.5		30.5	\$69.73	\$2,126.76		
Prohaska	Engineer-IV	21		21	\$45.67	\$959.07		
Vosburg	Eng Tech-I	125.25		125.25	\$18.00	\$2,254.50		
Total Labor excluding QC/QA		352.75		352.75		\$11,728.86	Total	

QC/QA								
Total Labor for QC/QA								
TOTAL LABOR						\$11,728.86		

Direct Cost Summary for Period

Item	Max Allowable	Rate	Quantity	Total	Remarks
Overtime Premium (See Personnel Summary)					
Mileage					
Total for this Period					

LOCAL AGENCY COST PLUS FIXED FEE INVOICE

Date **07/20/23** Invoice No. **23-0603.6**

To
Village of Maywood
 Attention To
Ms. Lanya Satchell, Finance Director
 Address
40 Madison Street
 City State Zip Code
Maywood IL 60153

From
Edwin Hancock Engineering Co.
 Address
9933 Roosevelt Road
 City State Zip Code
Westchester IL 60154

Local Public Agency **Village of Maywood** County **Cook** Section Number **18-00139-00-PV** State Job No. **C-91-187-18** Project No. **V8AD(050)**

For Professional Service performed as set forth in Agreement dated: **12/12/22** Consultant's Job No **565-23-05801** Overhead Rate **117.25**
 & Supplemental Agreement(s) dated: FHWA Authorization Date **10/06/23**

1) Invoice Period From: **06/01/23** To: **06/30/23**

	This Invoice	Previously Invoiced	Earned to Date	Max Allowable
2) Maximum Payable				
3) Direct Salaries	\$11,728.86	\$47,992.16	\$59,721.02	\$198,848.00
4) QC/QA				
5) Payroll & Overhead				
this invoice 117.2500%	\$13,752.09	\$56,270.81	\$70,022.90	\$219,566.00
average 0.0000%				
6.) Fixed Fee= 7.0719%	\$4,438.47	\$18,169.97	\$22,608.44	\$62,762.00
7) Direct Costs Prime				
8) Services by others				
TSC	\$1,890.00	\$919.00	\$2,809.00	\$13,200.00
9) Total invoiced for project including this invoice			\$155,161.36	
10) Previously Invoiced		\$123,351.94		
11) Payment Due this invoice	\$31,809.42			

I have reviewed the invoice and found it agrees with the executed Engineering Agreement for this project. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

Approved Local Public Agency Rep. Signature & Date

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Consultant
Edwin Hancock Engineering Co.

By Signature & Date
James Goumas Digitally signed by James Goumas
 Date: 2023.07.19 14:21:03 -05'00'

Name
William Peterhansen

Title
Vice President



TESTING SERVICE CORPORATION

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INVOICE NO: IN127587

Remit To:

TESTING SERVICE CORPORATION
360 S. MAIN PLACE • CAROL STREAM, IL 60188
PHONE: 630.462.2600 • FAX: 630.653.2988

CLIENT	Edwin Hancock Engineering Company 9933 Roosevelt Road Westchester, IL 60154-2749
	Attn: Mr. Rob Prohaska

PROJECT	Washington Boulevard - FAU 1441 Washington Boulevard Maywood, IL
---------	--

P.O. #	Project Eng. Schmitz, Jeffrey	Our Job # 095193 - 1160	Terms Code N30	Invoice Date 6/30/2023
--------	----------------------------------	----------------------------	-------------------	---------------------------

RPT	Date	Description	Quantity	Unit Price	Amount
4	6/02	Engineering Services, Reg Hours	0.50	160.00	80.00
4	6/02	Materials Tester I, Reg Hours	8.00	112.00	896.00
4	6/02	Materials Tester I, OT Hours	1.00	168.00	168.00
4	6/02	Trip Charge	1.00	55.00	55.00
4	6/02	Use of Nuclear Density Gauge, Per Day	1.00	50.00	50.00
4	6/05	Engineering Services, Reg Hours	0.50	160.00	80.00
4	6/05	Materials Tester I, Reg Hours	1.75	112.00	196.00
4	6/05	Trip Charge	1.00	55.00	55.00
4	6/05	Bulk Density of Core Specimens	3.00	50.00	150.00
4	6/20	Engineer Report Preparation, Per Hour	1.00	160.00	160.00

RECOMMENDED FOR PAYMENT

EDWIN HANCOCK ENGINEERING CO.

Willco

DATE 7-19-23

856

PLEASE &

Budget Information	13,200.00
Amount Previously Billed	7,528.00
This Invoice	1,890.00
Amt Remaining	3,782.00

Total: 1,890.00


Invoice

Original 4

Page 1 of 1

Unless we receive written communication of a disagreement of records within ten (10) days after the date of this invoice, we shall consider this invoice as agreeing with your records and acknowledgement that this or these amounts are owed by you or your firm to Testing Service Corporation.
 Note: A finance charge of 1.5% per month (1.8% annualized) will be charged on balances not paid within 30 days of date of invoice.

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, ID Wholesaler

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #INV7043581 dated 03/24/2023 for the purchase of ID Machine for the Village of Maywood Clerk's Office.

RECOMMENDATION: It is recommendation that the total payments of \$6,485.60 be approved for payment. The expense account to be charged: To be determined.

Plasco, LLC DBA IDW
5830 NW 163rd St. Miami Lakes, FL 33014
Phone: (800) 321-4405 Fax: (888) 496-3390
Email: sales@IDWholesaler.com
www.IDWholesaler.com

Remit payments to:
ACH & Wire:
Bank: BMO Harris Bank N.A.
Bank Account: 2950152
Routing: 071000288
Checks:
PO Box 95727
Chicago, IL 60694-5727
Email remittance details to:
remittances@idwholesaler.com

Invoice

Date	Invoice #
3/24/2023	INV7043581

Bill To	Ship To
Village of Maywood Connie Thompkins 40 Madison Street Maywood IL 60153 United States	Village of Maywood Connie Thompkins 40 Madison Street Maywood IL 60153 United States

Customer #	Order Number	Terms	Due Date	Account Manager
1111743343	SO213859711	Net 30	4/23/2023	Alexander Haggerty

Online Order #	PO #	Tracking #	Currency
431229271	020123	396187551060 396187550935	USD


Ship Via
FedEx Ground®

Line	Item	Description	Ordered	Back Ordered	Shipped	Price	Total	Serial Number
1	70011	Fargo HDP6600 XE Dual Sided - 600dpi ID Card Printer	1	0	1	6,590.99	6,590.99	C3060976
2	CB-TRL	CloudBadging - Free Trial - 30 Day	1	0	1	0.00	0.00	
3	TrueSupport-1	TrueSupport - 1 Year	1	0	1	0.00	0.00	
4	70208	HDP6600 XE INTM Film - 1500 images	1	0	1	152.99	152.99	
5	70209	HID HDP6600 XE YMCK - 750 prints	1	0	1	310.99	310.99	
6	DC-88933	DuraClean 88933 Cleaning Kit - Cleaning Swabs & Cards	1	0	1	48.99	48.99	

RECOMMENDED TO BE PAID
DATE: 8/2/2023
DEPT HEAD: [Signature]
EXPENSE ACCT: 01-11-60100
PO# _____

Subtotal	7,103.96
Discount Item (MAGENTODISCOUNTS)	-618.36
Shipping Cost (FedEx Ground®)	0.00
Total	6,485.60
Amount Due	\$6,485.60

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, Illinois Department of Transportation

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #125693 dated 07/01/2023 for Agreement executed 1/24/2023 between the Village of Maywood, and the State of provides that the village will reimburse the State for part of the construction costs.

RECOMMENDATION: It is recommendation that the total payments of \$401,858.57 be approved for payment. The expense account to be charged: To be determined.



**Illinois Department
of Transportation**

Invoice

Village of Maywood
Accounts Payable
40 Madison Street
Maywood, IL 60153

INVOICE NO. 125693
RESP. CODE 9040
INVOICE DATE 07/01/2023
REVENUE CODE 6305
COBJ NUMBER 3770000000241
DOC NUMBER

EXPLANATION OF CHARGES

PAY FROM THIS INVOICE

	AMOUNT
LOCATION: WASHINGTON BOULEVARD	
LOCAL SECTION:	
ROUTE: FAU 1411	
SECTION: 18-00139-00-PV	
COUNTY : Cook	
JOB NO. : C-91-187-18	
PROJECT NO.: V8AD-050	
CONTRACT NO.: 61J02	
DISTRICT: 1	

The Agreement executed 1/24/2023 between Village of Maywood, and the State of Illinois provides that the village will reimburse the State for part of the construction costs.

VILLAGE SHARE:

Y230U01/02	\$1,197,854.41
LESS FEDERAL SHARE @ 80% NTE 2,800,000	(\$958,283.53)
07C0U01	\$162,287.69
LOCAL SHARE	\$401,858.57

Payment Due Date 07/15/2023

TOTAL DUE \$401,858.57

PLEASE MAKE CHECK PAYABLE TO TREASURER, STATE OF ILLINOIS

**MAIL TO: Illinois Department of Transportation
Room 322, Harry R. Hanley Building
2300 So. Dirksen Parkway
Springfield, IL 62764**

INQUIRIES CONTACT: Local Agency-Agreement Analyst at 217/524-6531.

BCMS004:DTGB22RX:BCMRORX
05/27/23 02:15:57

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
CONTRACTOR INVOICE

DOT VENDOR: C34600

CONTRACT NBR: 61J02
FROM DATE: 05/01/2023
TO DATE: 05/24/2023
STATE JOB: C-91-187-18
DIST/CNTY: 01 - 031

ROUTE: FAU 1411
SECTION: 18-00139-00-PV
PROJECT: V8AD-050 / /

AGREEMENT ANALYST COPY

PAYEE: LINDAHL BROTHERS INC
622 EAST GREEN STREET
BENSENVILLE IL 60106-2548

PERCENT COMPLETED 23.59 % NET CHANGE TO DATE 0.00 %

FAS-ID	CONTRACT AWARDED AMT	ADDITIONS	DEDUCTIONS	TOTAL ADJUSTED CONTRACT VALUE	TOTAL AMOUNT DUE TO DATE
Y230U01	4778,207.69	0.00	0.00	4778,207.69	1,192,061.64
Y230U02	506,582.60	0.00	0.00	506,582.60	5,792.77
07COU01	480,968.25	0.00	0.00	480,968.25	162,287.69
TOTAL	5765,758.54	0.00	0.00	5765,758.54	1,360,142.10

==	TOTAL RETAINAGE INCLD THIS EST	0.00	==
	TOTAL DUE AFTER RETAINAGE	1,360,142.10	
	TOTAL PAID INCLD THIS ESTIMATE	1,360,142.10	
	PREVIOUS PAYMENTS TO CONTRACTOR	-1,126,730.84	
	PAYMENT TO CONTRACTOR THIS ESTIMATE	=====> 233,411.26	

APPROPRIATION: 011-49442-7900-1000 7721 WARRANT 1 OF 1 \$ 233,411.26 ==>

ESTIMATE 03 TOTAL \$ 233,411.26

APPROVED BY: _____ 149 DATE: 05/27/2023

STATE JOB: C-91-187-18
DIST/CNTY: 01-031
ESTIMATE NBR: 03

AGREEMENT ANALYST COPY

CONTRACT PAYMENT ESTIMATE
LINE ITEM DETAIL REPORT

CONTRACT: 61J02
FAS-ID: Y230U01
CONTRACTOR: 34600

PAY ITEM NUMBER	AWARDED QUANTITIES	UNIT PRICE	ADDED QUANTITIES	VALUE OF ADDITIONS	DEDUCTED QUANTITIES	VALUE OF DEDUCTIONS	ADJUSTED TOTAL QTY	ADJUSTED TOTAL PRICE	COMPLETED TO DATE	TOTAL AMT DUE (RECAP)	COMPLETED EXCEED ADJ
A2000116	5.000	363.00					5.000	1815.00			
A2004619	5.000	363.00					5.000	1815.00			
A2006416	5.000	385.00					5.000	1925.00			
A2008116	5.000	385.00					5.000	1925.00			
B2003220	5.000	625.00					5.000	3125.00			
B2006316	5.000	440.00					5.000	2200.00			
XX002948	110.000	38.32					110.000	4215.20			
XX004786	10.000	892.50					10.000	8925.00			
XX005701	170.000	18.57					170.000	3156.90	31.100	577.53	
XX006281	1100.000	131.25					1100.000	144375.00	411.000	53943.75	50
XX006282	975.000	136.50					975.000	133087.50	457.900	62503.35	
XX007785	90.000	16.33					90.000	1469.70			
X0324085	596.000	.84					596.000	500.64			
X0325607	23000.000	4.42					23000.000	101660.00	3395.600	15008.55	
X1400107	2.000	25143.85					2.000	50287.70			
X1400150	2.000	2960.39					2.000	5920.78			
X4021000	19.000	89.61					19.000	1702.59			
X4023000	12.000	249.02					12.000	2988.24			
X4240800	750.000	24.50					750.000	18375.00	112.000	2744.00	
X4401198	320.000	16.37					320.000	5238.40			
X6020235	4.000	2520.00					4.000	10080.00	2.000	5040.00	
X6020399	30.000	577.50					30.000	17325.00	8.000	4620.00	
X6022805	68.000	4935.00					68.000	335580.00	35.000	172725.00	
X6064200	1350.000	23.30					1350.000	31455.00	275.000	6407.50	
X7010216	1.000	215000.00					1.000	215000.00	.540	116100.00	
X7240600	50.000	325.00					50.000	16250.00			
TOTAL AWARDED AMT			TOTAL ADDITIONS		TOTAL DEDUCTIONS		ADJUSTED TOTAL PRICE		TOTAL AMOUNT DUE		
							50.000	16250.00			

STATE JOB: C-91-187-18
DIST/CNTY: 01-031
ESTIMATE NBR: 03

AGREEMENT ANALYST COPY

CONTRACT PAYMENT ESTIMATE
LINE ITEM DETAIL REPORT

CONTRACT: 61J02
FAS-ID: V230U01
CONTRACTOR: 34800

PAY ITEM NUMBER	AWARDED QUANTITIES	UNIT PRICE	ADDED QUANTITIES	VALUE OF ADDITIONS	DEDUCTED QUANTITIES	VALUE OF DEDUCTIONS	ADJUSTED TOTAL QTY	ADJUSTED TOTAL PRICE	COMPLETED TO DATE	TOTAL AMT DUE (RECAP)	COMPLETED EXCEED ADU
X8620200	2.000	4596.93					2.000	9193.86			
X8760200	16.000	812.16					16.000	12994.56			
Z0013797	500.000	16.99					500.000	8495.00			
Z0018700	80.000	315.00					80.000	25200.00	14.000	4410.00	
Z0019600	100.000	269.21					100.000	26921.00			
Z0023200	2.000	315.00					2.000	630.00			
Z0030850	210.000	15.00					210.000	3150.00			
Z0033046	2.000	1836.00					2.000	3672.00			
Z0062456	600.000	48.41					600.000	29046.00			
Z0073510	2.000	1008.00					2.000	2016.00			
Z0076600	500.000	.80					500.000	400.00			
Z0076604	500.000	15.00					500.000	7500.00			
20100110	180.000	28.00					180.000	5040.00	161.300	4516.40	
20100210	750.000	32.00					750.000	24000.00	540.100	17283.20	
20101100	45.000	125.00					45.000	5625.00	28.000	3500.00	
20101200	45.000	110.00					45.000	4950.00			
20200100	5300.000	42.00					5300.000	222600.00	593.800	24939.60	
20200500	300.000	44.00					300.000	13200.00	104.500	4598.00	
20201200	1925.000	42.00					1925.000	80850.00			
20800150	950.000	40.95					950.000	38902.50			
21101615	5500.000	4.98					5500.000	27390.00			
25200100	5500.000	12.00					5500.000	66000.00			
25200200	150.000	.01					150.000	1.50			
28000510	115.000	180.00					115.000	20700.00	89.000	16020.00	
30300001	1925.000	34.36					1925.000	66143.00			
30300112	23000.000	12.25					23000.000	281750.00	3395.600	41596.10	
40201000	200.000	28.13					200.000	5626.00			
TOTAL AWARDED AMT			TOTAL ADDITIONS		TOTAL DEDUCTIONS		ADJUSTED TOTAL PRICE		TOTAL AMOUNT DUE		

STATE JOB: C-91-187-18
DIST/CNTY: 01-031
ESTIMATE NBR: 03

AGREEMENT ANALYST COPY

CONTRACT PAYMENT ESTIMATE
LINE ITEM DETAIL REPORT

CONTRACT: 61J02
FAS-ID: Y230U01
CONTRACTOR: 34600

PAY ITEM NUMBER	AWARDED QUANTITIES	UNIT PRICE	ADDED QUANTITIES	VALUE OF ADDITIONS	DEDUCTED QUANTITIES	VALUE OF DEDUCTIONS	ADJUSTED TOTAL QTY	ADJUSTED TOTAL PRICE	COMPLETED TO DATE	TOTAL AMT DUE (RECAP)	COMPLETED EXCEED ADJ
40600290	10500.000	.01					10500.000	105.00			
40600982	600.000	18.00					600.000	10800.00			
40603080	6900.000	78.00					6900.000	538200.00			
40604060	3000.000	86.00					3000.000	258000.00			
40800050	10.000	300.00					10.000	3000.00			
42000300	175.000	83.00					175.000	14525.00	31.100	2581.30	
42001300	5150.000	1.00					5150.000	5150.00			
42300300	235.000	79.00					235.000	18565.00	17.800	1406.20	
42400200	21800.000	8.75					21800.000	190750.00	5252.000	45955.00	
42400800	620.000	18.50					620.000	11470.00	40.000	740.00	
44000100	23000.000	11.00					23000.000	253000.00	3395.600	37351.60	2
44000200	240.000	18.50					240.000	4440.00	17.800	329.30	
44000500	10350.000	6.00					10350.000	62100.00	3760.000	22560.00	
44000600	21800.000	1.50					21800.000	32700.00	8782.000	13173.00	
60200105	1.000	4751.25					1.000	4751.25	1.000	4751.25	
60218400	9.000	5355.00					9.000	48195.00	7.000	37485.00	
60255500	35.000	577.50					35.000	20212.50			
60257900	20.000	1522.50					20.000	30450.00	12.000	18270.00	
60406100	10.000	504.00					10.000	5040.00			
60603800	9000.000	22.30					9000.000	200700.00	3310.000	73813.00	
66900200	750.000	88.54					750.000	66405.00			
66900530	5.000	850.00					5.000	4250.00			
66901001	1.000	2000.00					1.000	2000.00			
66901003	1.000	2500.00					1.000	2500.00			
66901006	5.000	800.00					5.000	4000.00			
67100100	1.000	315000.00					1.000	315000.00	.900	283500.00	
70106800	6.000	800.00					6.000	4800.00	1.240	992.00	
TOTAL AWARDED AMT			TOTAL ADDED QUANTITIES		TOTAL DEDUCTIONS		ADJUSTED TOTAL PRICE		TOTAL AMOUNT DUE		

STATE JOB: C-91-187-18
DIST/CNTY: 01-031
ESTIMATE NBR: 03

AGREEMENT ANALYST COPY

CONTRACT PAYMENT ESTIMATE
LINE ITEM DETAIL REPORT

CONTRACT: 61J02
FAS-ID: Y230U01
CONTRACTOR: 34600

PAY ITEM NUMBER	AWARDED QUANTITIES	UNIT PRICE	ADDED QUANTITIES	VALUE OF ADDITIONS	DEDUCTED QUANTITIES	VALUE OF DEDUCTIONS	ADJUSTED TOTAL QTY	ADJUSTED TOTAL PRICE	COMPLETED TO DATE	TOTAL AMT DUE (RECAP)	COMPLETED EXCEED ADJ
70107006	1500.000	2.40					1500.000	3600.00			
70300100	4000.000	2.00					4000.000	8000.00			
70300150	2400.000	4.00					2400.000	9600.00			
70300211	320.000	1.25					320.000	400.00			
70300221	1700.000	.45					1700.000	765.00			
70300241	300.000	.50					300.000	150.00			
70300281	150.000	2.00					150.000	300.00			
72000100	700.000	22.00					700.000	15400.00			
72000200	50.000	30.00					50.000	1500.00			
72900100	1000.000	10.00					1000.000	10000.00			
72900200	600.000	12.00					600.000	7200.00			
78000100	800.000	5.00					800.000	4000.00			
78000200	11500.000	.70					11500.000	8050.00			
78000400	4300.000	.90					4300.000	3870.00			
78000600	1800.000	2.00					1800.000	3600.00			
78000650	575.000	5.00					575.000	2875.00			
78001110	250.000	2.00					250.000	500.00			
78001150	50.000	3.00					50.000	150.00			
81028200	1522.000	13.34					1522.000	20303.48			
81028220	170.000	46.15					170.000	7845.50			
81028240	670.000	52.41					670.000	35114.70			
81400100	11.000	1779.27					11.000	19571.97			
81400200	8.000	2217.59					8.000	17740.72			
81400300	5.000	4045.19					5.000	20225.95			
84200804	32.000	357.23					32.000	11431.36	13.000	4643.99	
87301215	2050.000	.90					2050.000	1845.00			
87301225	2640.000	1.03					2640.000	2719.20			
TOTAL AWARDED AMT			TOTAL ADDITIONS		TOTAL DEDUCTIONS		ADJUSTED TOTAL PRICE		TOTAL AMOUNT DUE		

STATE JOB: C-91-187-18
DIST/CNTY: 01-031
ESTIMATE NBR: 03

AGREEMENT ANALYST COPY

CONTRACT PAYMENT ESTIMATE
LINE ITEM DETAIL REPORT

CONTRACT: 61J02
FAS-ID: Y230U01
CONTRACTOR: 34600

PAY ITEM NUMBER	AWARDED QUANTITIES	UNIT PRICE	ADDED QUANTITIES	VALUE OF ADDITIONS	DEDUCTED QUANTITIES	VALUE OF DEDUCTIONS	ADJUSTED TOTAL QTY	ADJUSTED TOTAL PRICE	COMPLETED TO DATE	TOTAL AMT DUE (RECAP)	COMPLETED EXCEED ADJ
87301245	2420.000	1.38					2420.000	3339.60			
87301255	2643.000	1.69					2643.000	4466.67			
87301305	2930.000	1.09					2930.000	3193.70			
87301805	383.000	2.51					383.000	961.33			
87301900	1255.000	1.54					1255.000	1932.70			
87502500	4.000	1848.68					4.000	7394.72			
87700160	2.000	11410.61					2.000	22821.22			
87700200	4.000	13251.76					4.000	53007.04			
87702870	1.000	17400.68					1.000	17400.68			
87702910	1.000	19968.14					1.000	19968.14			
87800100	24.000	282.92					24.000	6790.08			
87800150	8.000	879.89					8.000	7039.12			
87800400	30.000	233.37					30.000	7001.10			
87800415	66.000	280.32					66.000	18501.12			
88030020	12.000	712.94					12.000	8555.28			
88030100	8.000	744.40					8.000	5955.20			
88030110	8.000	980.90					8.000	7847.20			
88102717	16.000	609.51					16.000	9752.16			
88200110	16.000	186.38					16.000	2982.08			
88500100	16.000	192.68					16.000	3082.88			
88600100	1247.000	16.65					1247.000	20762.55			
88700200	4.000	1067.99					4.000	4271.96			
88700300	2.000	1050.12					2.000	2100.24			
89000100	2.000	39315.74					2.000	78631.48	2.000	78631.48	
89500120	2.000	345.75					2.000	691.50	2.000	691.50	
89502375	2.000	4327.02					2.000	8654.04	2.000	8654.04	
89502380	10.000	357.23					10.000	3572.30			

STATE JOB: C-91-187-18
DIST/CNTY: 01-031
ESTIMATE NBR: 03


AGREEMENT ANALYST COPY

CONTRACT PAYMENT ESTIMATE
LINE ITEM DETAIL REPORT

CONTRACT: 61J02
FAS-ID: 07C0U01
CONTRACTOR: 34600

PAY ITEM NUMBER	AWARDED QUANTITIES	UNIT PRICE	ADDED QUANTITIES	VALUE OF ADDITIONS	DEDUCTED QUANTITIES	VALUE OF DEDUCTIONS	ADJUSTED TOTAL QTY	ADJUSTED TOTAL PRICE	COMPLETED TO DATE	TOTAL AMT DUE (RECAP)	COMPLETED EXCEED ADU
XX004382	2.000	4095.00					2.000	8190.00			
XX006227	25.000	304.50					25.000	7612.50			
XX006228	25.000	241.50					25.000	6037.50			
XX006448	200.000	93.45					200.000	18690.00	173.300	16194.89	
XX006449	40.000	101.85					40.000	4074.00	8.000	814.80	
XX006451	15.000	756.00					15.000	11340.00	8.000	6048.00	
XX009544	3.000	430.50					3.000	1291.50			
XX009545	12.000	94.50					12.000	1134.00			
X5610004	2000.000	5.25					2000.000	10500.00			
X5610746	4.000	7770.00					4.000	31080.00			
X5610750	2.000	10605.00					2.000	21210.00			157
X5620096	38.000	4095.00					38.000	155610.00	34.000	139230.00	
X5630706	4.000	5880.00					4.000	23520.00			
X5630710	1.000	7980.00					1.000	7980.00			
56103000	90.000	110.25					90.000	9922.50			
56103100	575.000	141.75					575.000	81506.25			
56103200	20.000	157.50					20.000	3150.00			
56105000	5.000	2782.50					5.000	13912.50			
56106200	20.000	189.00					20.000	3780.00			
56106300	20.000	220.50					20.000	4410.00			
56106400	20.000	304.50					20.000	6090.00			
56106500	20.000	367.50					20.000	7350.00			
56400500	2.000	1837.50					2.000	3675.00			
56400820	2.000	9082.50					2.000	18165.00			
60248700	5.000	4147.50					5.000	20737.50			
TOTAL AWARDED AMT	480,968.25		TOTAL ADDITIONS	0.00	TOTAL DEDUCTIONS	0.00	ADJUSTED TOTAL PRICE	480,968.25	TOTAL AMOUNT DUE	162,287.69	

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, Illinois Department of Transportation

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for traffic signal intersection maintenance.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
63430	05/02/2023	\$6,303.51

RECOMMENDATION: It is recommendation that the total payments of \$6,303.51 be approved for payment. The expense account to be charged: 01-50-52400.



**Illinois Department
of Transportation**

ACCOUNTS RECEIVABLE INVOICE

*75
6/19*

Responsibility Code: 9170

Invoice No: 63430

Date: 5/2/2023

Revenue Code : 6511

Payer No: 3770000001554

Maywood, Village of

Attn: Lanya D. Satchell - Director of Finance
40 Madison St
Maywood, IL 60153

T/S No.	Location	Share	Monthly Cost
14183	5th Avenue @ Main Street/ St. Charles T-01a Traffic Signal Intersection (Permanent)	50 %	1 / 23 \$257.29 2 / 23 \$257.29 3 / 23 \$257.29 Subtotal \$771.87
14190	Washington Boulevard @ 5th Avenue T-01a Traffic Signal Intersection (Permanent)	50 %	1 / 23 \$257.29 2 / 23 \$257.29 3 / 23 \$257.29 Subtotal \$771.87
14195	Madison Street @ 5th Avenue T-01a Traffic Signal Intersection (Permanent)	50 %	1 / 23 \$257.29 2 / 23 \$257.29 3 / 23 \$257.29 Subtotal \$771.87
14215	Madison Street @ 17th Avenue T-01a Traffic Signal Intersection (Permanent)	75 %	1 / 23 \$385.93 2 / 23 \$385.93 3 / 23 \$385.93 Subtotal \$1,157.79

PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE

Make check payable to STATE TREASURER and mail to:

ILLINOIS DEPARTMENT OF TRANSPORTATION

Attention: Financial Services

201 West Center Court

Schaumburg, IL 60196

Phone: 847-705-4026 Fax: 847-705-4750



**Illinois Department
of Transportation**

ACCOUNTS RECEIVABLE INVOICE

9.5
6/19

Maywood, Village of
Attn: Lanya D. Satchell - Director of Finance
40 Madison St
Maywood, IL 60153

Responsibility Code: 9170
Invoice No: 63430
Date: 5/2/2023
Revenue Code: 6511
Payer No: 3770000001554

T/S No.	Location	Share	Monthly Cost
14220	Lake Street @ 9th Avenue T-01a Traffic Signal Intersection (Permanent)	100%	1 / 23 \$514.57 2 / 23 \$514.57 3 / 23 \$514.57 Subtotal \$1,543.71
14245	Chicago Avenue @ 9th Avenue T-01a Traffic Signal Intersection (Permanent)	25%	1 / 23 \$128.64 2 / 23 \$128.64 3 / 23 \$128.64 Subtotal \$385.92
3656	IL 171/1st Avenue @ Warren T-01a Traffic Signal Intersection (Permanent)	33.333%	1 / 23 \$171.52 2 / 23 \$171.52 3 / 23 \$171.52 Subtotal \$514.56
3720	Lexington Avenue @ 25th Avenue T-01a Traffic Signal Intersection (Permanent)	25%	1 / 23 \$128.64 2 / 23 \$128.64 3 / 23 \$128.64 Subtotal \$385.92

Recommended To Be Paid **\$6,303.51**

Dept Head: Jacob

Expense Acct: 01-50-52400

Date: 6/29/23 PO # _____


TOTAL AMOUNT DUE	\$6,303.51
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PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE

Make check payable to STATE TREASURER and mail to:

ILLINOIS DEPARTMENT OF TRANSPORTATION
Attention: Financial Services
201 West Center Court
Schaumburg, IL 60196
Phone: 847-705-4026 Fax: 847-705-4750

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, J.Nardulli Concrete

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #20221230 dated 07/21/2023 for construction on the referenced project which includes roadway and drainage improvements along School Street (3rd Avenue to 1st Avenue), 8th Avenue (Green Street to School Street), Erie Street (3rd Avenue to 1st Avenue), and Wilcox Street (21st Avenue to 19th Avenue). The project includes water main improvements along Wilcox Street from 21st Avenue to 20th Avenue.

The project to be constructed consists of the removal and replacement of curb and gutter sidewalks, and driveway aprons; replacement or repair of defective drainage structures; replacement of deteriorated storm sewer laterals and certain sections of combined sewer; installation of water main, connection and disconnection of water mains, and installation of water services; excavation of the existing pavement; installation of an aggregate base course; reconstructing pavements with hot-mix asphalt binder and hot-mix asphalt surface courses, milling and resurfacing of hot-mix asphalt pavements, restoration of disturbed sections of the parkways and alley right of ways, and other related work.

The work represented on this pay estimate includes work performed between February 25, 2023 and July 14, 2023. Generally, the work performed within this period includes placement of hot-mix asphalt surface course, thermoplastic pavement markings, signage, and punch list work. We have reviewed the work performed and have found the work represented by the quantities of this estimate satisfactorily completed to date. We have reviewed the current project quantities with representatives of J. Nardulli Concrete Inc. and have found them to be accurate.

RECOMMENDATION: It is recommended that the total payments of \$278,557.32 be approved for payment. The expense account to be charged: Madison St TIF.

July 21, 2023

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

Re: 2022 Roadway Improvements Project
Pay Estimate No. 5

Dear Mr. Krischke:

J. Nardulli Concrete, Inc., of Cicero, Illinois has substantially completed work on the referenced project. The project includes roadway and drainage improvements along School Street (3rd Avenue to 1st Avenue), 8th Avenue (Green Street to School Street), Erie Street (3rd Avenue to 1st Avenue), Wilcox Street (21st Avenue to 19th Avenue). The project includes water main improvements along Wilcox Street from 21st Avenue to 20th Avenue.

The project to be constructed consists of the removal and replacement of curb and gutter, sidewalks, and driveway aprons; replacement or repair of defective drainage structures; replacement of deteriorated storm sewer laterals and certain sections of combined sewer; installation of water main, connection and disconnection of water mains, and installation of water services; excavation of the existing pavement; installation of an aggregate base course; reconstructing pavements with hot-mix asphalt binder and hot-mix asphalt surface courses, milling and resurfacing of hot-mix asphalt pavements, restoration of disturbed sections of the parkways and alley right of ways, and other related work.

The work represented on this pay estimate includes work performed between February 25, 2023 and July 14, 2023. Generally, the work performed within this period includes placement of hot-mix asphalt surface course, thermoplastic pavement markings, signage, and punch list work. 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 J.Nardulli Concrete, Inc., and have found them to be accurate.

We therefore recommend that the Village of Maywood approve the payment of the Contractor's Invoice No. 2023-0721 in the amount of \$278,557.32. We have attached the Contractor's Affidavit and Waivers of Lien for this Pay Estimate No. 5. The construction of the project is eligible to be funded through the Madison Street TIF at a rate of (92.8%), the General Fund at a rate of (7.2%).

July 21, 2023

Page 2 of 2

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
Mr. Santino Nardulli, Project Manager, J. Nardulli Concrete, Inc.

2022 Roadway Improvements
 Owner: Village of Maywood
 Contractor: J. Nardulli Concrete Inc.
 Engineer: Hancock Engineering Co.
 Engineer's Pay Estimate No. 5
 7/19/2023

No.	Item	Unit	AWARDED		QUANTITY			Unit Price	Amount
			Quantity	Value	Overage	Remaining	Completed		
1	Earth Excavation	CuYd	950	45,600.00	-	100	850	48.00	40,800.00
2	Earth Excavation (Special)	CuYd	80	4,400.00	-	59	11	55.00	605.00
3	Undercut Excavation	CuYd	160	3,200.00	-	160	-	20.00	-
4	Porous Granular Embankment, 3"	CuYd	160	3,200.00	-	160	-	20.00	-
5	Exploratory Excavation	Hour	4	400.00	-	4	-	100.00	-
6	Removal and Disposal of Regulated Substances	CuYd	550	26,400.00	-	40	510	48.00	24,480.00
7	Combination Curb and Gutter Removal	Foot	4,925	32,012.50	-	331	4,594	6.50	29,861.00
8	Sidewalk Removal	SqFt	18,960	4,640.00	-	3,097	15,863	0.25	3,865.75
9	Driveway Pavement Removal	SqYd	800	12,000.00	-	139	661	15.00	9,915.00
10	Pavement Removal	SqYd	1,900	28,500.00	-	1,049	851	15.00	12,765.00
11	Incidental Hot-Mix Asphalt Surface Removal	SqYd	250	3,750.00	-	140	110	15.00	1,650.00
12	Hot-Mix Asphalt Surface Removal, Variable Depth	SqYd	7,800	39,000.00	-	404	7,396	5.00	36,980.00
13	8" Diameter, Ductile Iron Pipe, Class 52, Water Main	Foot	510	68,850.00	-	96	414	135.00	55,890.00
14	6" Diameter, Ductile Iron Pipe, Class 52, Water Main	Foot	35	1,050.00	-	15	20	30.00	600.00
15	4" Diameter, Ductile Iron Pipe, Class 52, Water Main	Foot	30	1,500.00	-	12	18	50.00	900.00
16	8" Gate Valve	Each	2	10,000.00	-	0	2	5,000.00	10,000.00
17	4" Gate Valve	Each	1	3,750.00	-	0	1	3,750.00	3,750.00
18	Valve Vault, Type A, 4' Diameter, Type 1 Frame, Closed Lid	Each	2	8,000.00	-	0	2	4,000.00	8,000.00
19	Valve Box	Each	1	1,000.00	-	0	1	1,000.00	1,000.00
20	Fire Hydrant with Auxiliary Valve and Box	Each	2	20,000.00	-	0	2	10,000.00	20,000.00
21	Special Ductile Iron Fittings	Pound	1,200	12.00	380	0	1,580	0.01	15.80
22	Restrained Joint, 8"	Each	32	32.00	-	10	22	1.00	22.00
23	Restrained Joint, 6"	Each	18	18.00	-	4	14	1.00	14.00
24	Restrained Joint, 4"	Each	12	12.00	-	5	7	1.00	7.00
25	Fire Hydrant to be Removed	Each	1	500.00	-	0	1	500.00	500.00
26	Short Water Service, 1"	Each	3	7,500.00	-	1	2	2,500.00	5,000.00
27	Long Water Service, 1" (Open Cut)	Each	3	12,000.00	-	2	1	4,000.00	4,000.00
28	Water Main Connection at 21st Avenue	Each	1	7,500.00	-	0	1	7,500.00	7,500.00
29	Water Main Connection at 20th Avenue	Each	1	7,500.00	-	0	1	7,500.00	7,500.00
30	5" Line Stop	Each	2	8,000.00	-	0	2	4,000.00	8,000.00
31	Pressure Testing and Disinfection	L.S.	1	5,000.00	-	0	1	5,000.00	5,000.00
32	8" Diameter, PVC Combined Sewer Pipe Replacement	Foot	14	9,100.00	-	0	14	650.00	9,100.00
33	Additional 8" Diameter, PVC Combined Sewer Pipe Replacement	Foot	8	40.00	-	8	-	5.00	-
34	6" Diameter, PVC Sanitary Sewer Service Pipe	Foot	40	40.00	-	25	15	1.00	15.00
35	8"x6" PVC Sewer Service Connections	Each	1	500.00	1	0	2	500.00	1,000.00
36	10" Diameter, PVC Storm Sewer Pipe	Foot	320	19,200.00	-	57	263	60.00	15,780.00
37	12" Diameter, PVC Storm Sewer Pipe	Foot	20	1,400.00	-	3	17	70.00	1,190.00
38	10" Diameter, DIP Storm Sewer Pipe	Foot	40	2,800.00	-	4	36	70.00	2,520.00
39	Trench Backfill	CuYd	500	500.00	-	297	203	1.00	203.00
40	Inlet, Type A, Type 1 Frame, Open Lid	Each	1	1,500.00	-	0	1	1,500.00	1,500.00
41	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid	Each	10	45,000.00	-	0	10	4,500.00	45,000.00
42	10"x4" Catch Basin Trap and Restrictor	Each	2	700.00	1	0	3	350.00	1,050.00
43	Restricted Depth Manhole, 4' Diameter, Type 1 Frame, Closed Lid	Each	6	45,000.00	-	0	6	7,500.00	45,000.00
44	Connection to Existing Structure	Each	2	200.00	-	0	2	100.00	200.00
45	Frames and Lids to be Adjusted	Each	26	14,950.00	-	4	22	575.00	12,650.00
46	Structure to be Reconstructed	Each	15	37,500.00	-	0	15	2,500.00	37,500.00
47	Frames and Lids	Each	27	12,150.00	-	9	18	450.00	8,100.00
48	Valve Vault to be Abandoned	Each	1	250.00	-	0	1	250.00	250.00
49	Structure to be Removed	Each	18	4,140.00	-	2	16	230.00	3,680.00
50	Water Service Boxes and Valve Boxes to be Adjusted	Each	2	400.00	-	0	2	200.00	400.00
51	9" Dia Cured-in-Place Pipe Lining (Inversion Method)	Foot	625	56,250.00	-	39	586	90.00	52,740.00
52	Trim Protruding Tap	Each	8	2,000.00	-	2	6	250.00	1,500.00
53	Permanent Reinstatement of Sanitary Services	Each	15	2,250.00	6	0	21	150.00	3,150.00
54	Combination Concrete Curb and Gutter, Type B-6.12 (Modified)	Foot	4,880	168,000.00	-	329	4,471	35.00	156,485.00
55	Combination Concrete Curb and Gutter, Type B-6.12 (Special)	Foot	125	5,000.00	-	2	123	40.00	4,920.00
56	Portland Cement Concrete Sidewalk, 5"	SqFt	19,000	161,500.00	-	3,577	15,423	8.50	131,095.50
57	Detectable Warnings	SqFt	510	19,380.00	-	21	489	38.00	18,582.00
58	Portland Cement Concrete Driveway Pavement, 7"	SqYd	700	47,600.00	-	224	476	68.00	32,368.00
59	Portland Cement Concrete Driveway Pavement, 8"	SqYd	100	7,000.00	115	0	215	70.00	15,050.00
60	Portland Cement Concrete Alley Pavement, 8"	SqYd	300	21,000.00	-	28	272	70.00	19,040.00
61	White Wax Compound	SqYd	4,160	4,160.00	-	4,160	-	1.00	-
62	Portland Cement Concrete Base Course, 8"	SqYd	1,900	123,500.00	-	27	1,873	65.00	121,745.00
63	Deformed Tie Bars	Each	300	2,700.00	-	280	20	9.00	180.00
64	Aggregate for Temporary Access	Ton	40	1,200.00	-	40	-	30.00	-
65	Temporary Hot-Mix Asphalt Pavement	Ton	20	4,000.00	-	20	-	200.00	-
66	Incidental Hot-Mix Asphalt Surfing	Ton	75	14,475.00	-	47	28	193.00	5,404.00
67	Geogrid for Ground Stabilization	SqYd	1,700	7,140.00	-	225	1,475	4.20	6,195.00
68	Aggregate Base Course, Type B, 12"	SqYd	170	1,870.00	-	110	60	11.00	660.00
69	Aggregate Base Course, Type B, 12"	SqYd	1,700	23,800.00	-	225	1,475	14.00	20,650.00
70	Bituminous Materials (Tack Coat) SS-1	Gallon	1,350	4,725.00	-	850	500	3.50	1,750.00
71	Hot-Mix Asphalt - Longitudinal Joint Seabnt	Foot	3,050	11,498.50	77	0	3,127	3.77	11,787.66
72	Hot-Mix Asphalt Binder Course, II, 1.8", NS0	Ton	375	39,000.00	-	118	257	104.00	26,728.00
73	Leveling Binder (Machine Method), NS0	Ton	650	67,600.00	-	180	470	104.00	48,880.00
74	Hot-Mix Asphalt Surface Course, Mix 'D', NS0	Ton	1,230	134,400.00	-	175	1,055	112.00	114,800.00
75	Topsoil Placement, 3"	SqYd	6,000	36,000.00	-	1,004	4,996	6.00	29,976.00
76	Sodding	SqYd	6,000	39,100.00	-	1,004	4,996	6.35	31,724.60
77	Deciduous Tree	Unit	50	5,000.00	-	50	-	100.00	6,000.00
78	Supplemental Watering	In-Dia	370	30,350.00	-	142	228	85.00	12,540.00
79	Tree Removal	L.S.	1	17,000.00	-	0	1	17,000.00	17,000.00
80	Tree Removal and Fence Removal Along North Side of Wilcox	L.S.	1	2,000.00	-	0	1	2,000.00	2,000.00
81	Fence Removal	Each	45	5,625.00	-	3	42	125.00	5,250.00
82	Inlet Filters	SqFt	132	2,178.00	-	8	144	16.50	2,316.60
83	Sign Panel, Type 1	Foot	210	3,150.00	-	56	154	15.00	2,310.00
84	Telescoping Steel Sign Support	Foot	1,105	3,315.00	839	0	1,944	3.00	5,832.00
85	Thermoplastic Pavement Marking - Line 6"	Foot	320	1,320.00	73	0	293	6.00	1,758.00
86	Thermoplastic Pavement Marking - Line 12"	Foot	180	1,440.00	212	0	391.5	8.00	3,132.00
87	Remove and Reset Existing Brick Pavers	SqFt	200	3,700.00	-	164	36	18.50	666.00
88	Vinyl Fence Replacement	L.S.	1	8,000.00	-	0.65	0.35	8,000.00	2,800.00
89	Guardrail	Foot	125	10,625.00	-	125	-	85.00	-
90	Allowances for Miscellaneous Restoration	Dollar	20,000	20,000.00	-	20,000	-	1.00	-
91	Traffic Control and Protection	L.S.	1	76,450.00	-	0.10	0.90	76,450.00	68,805.00
A1	Class 'D' Patches, 6"	SqYd	0	0.00	795	0	795	76.65	60,936.75
A2	Removal of Frame and Lids in Preparation for Class 'D' Patches	L.S.	0	0.00	1	0	1	3,231.47	3,231.47
A3	Additional Clean-Up of Vacant Lot on Wilcox St. Between 19th Ave. and Alley	L.S.	0	0.00	1	0	1	3,368.93	3,368.93
A4	Repair Water Main Break on 2nd Avenue	L.S.	0	0.00	1	0	1	21,000.92	21,000.92
A5	Expose Manholes at Wilcox Street and 21st Avenue	L.S.	0	0.00	1	0	1	2,050.79	2,050.79
A6	Reinstatement of Sanitary Sewer Service to National Cycle	L.S.	0	0.00	1	0	1	7,881.83	7,881.83
A7	Reinstatement of Sanitary Sewer Service to 1220 20th Avenue	L.S.	0	0.00	1	0	1	13,341.95	13,341.95
A8	Thermoplastic Pavement Marking - 4"	LF	0	0.00	1,280	0	1,280	2.00	2,560.00
A9	Thermoplastic Pavement Marking - Letters and Symbols	SF	0	0.00	72.8	0	72.8	9.25	673.40
A10	Modified Uerthane Pavement Marking - 6"	LF	0	0.00	782.0	0	782	4.75	3,714.50
A11	Modified Uerthane Pavement Marking - 24"	LF	0	0.00	129	0	129	11.25	1,451.25
A12	Modified Uerthane Pavement Marking - Letters and Symbols	SF	0	0.00	582.4	0	582.4	11.25	6,552.00
Total				\$1,752,498.00				\$	1,596,342.70
Retainer (2%)								\$	31,926.85
Less Previous Pay Estimates								\$	1,285,856.53
Total Amount Due, Estimate No. 5								\$	278,557.32



INVOICE

DATE	CUSTOMER #	NUMBER
7/21/2023		20230721

BILL TO
Village Of Maywood
40 Madison Street.
Maywood IL. 60153

Re: **Village Of Maywood**
2022 Roadway Improvements
Pay Estimate No. 5

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Earth Excavation	CU YD	850.00	\$ 48.00	\$ 40,800.00
2	Earth Excavation (Special)	CU YD	11.00	\$ 55.00	\$ 605.00
3	Undercut Excavation	CU YD	0.00	\$ 20.00	\$ -
4	Porous Granular Embankment, 3"	CU YD	\$ -	\$ 20.00	\$ -
5	Exploratory Excavation	HOUR	\$ -	\$ 100.00	\$ -
6	Removal and Disposal of Regulated Substances	CU YD	510.00	\$ 48.00	\$ 24,480.00
7	Combination Curb and Gutter Removal	FOOT	4594.00	\$ 6.50	\$ 29,861.00
8	Sidewalk Removal	SQ FT	15463.00	\$ 0.25	\$ 3,865.75
9	Driveway Pavement Removal	SQ YD	661.00	\$ 15.00	\$ 9,915.00
10	Pavement Removal	SQ YD	851.00	\$ 15.00	\$ 12,765.00
11	Incidental Hot-Mix Asphalt Surface Removal	SQ YD	110.00	\$ 15.00	\$ 1,650.00
12	Hot-Mix Asphalt Surface Removal, Variable Depth	SQ YD	7396.00	\$ 5.00	\$ 36,980.00
13	8" Diameter, Ductile Iron Pipe, Class 52, Water Main	FOOT	414.00	\$ 135.00	\$ 55,890.00
14	6" Diameter, Ductile Iron Pipe, Class 52, Water Main	FOOT	20.00	\$ 30.00	\$ 600.00
15	4" Diameter, Ductile Iron Pipe, Class 52, Water Main	FOOT	18.00	\$ 50.00	\$ 900.00
16	8" Gate Valve	EACH	2.00	\$ 5,000.00	\$ 10,000.00
17	4" Gate Valve	EACH	1.00	\$ 3,750.00	\$ 3,750.00
18	Valve Vault, Type A, 4' Diameter, Type 1 Frame, Closed Lid	EACH	2.00	\$ 4,000.00	\$ 8,000.00
19	Valve Box	EACH	1.00	\$ 1,000.00	\$ 1,000.00
20	Fire Hydrant with Auxiliary Valve and Box	EACH	2.00	\$ 10,000.00	\$ 20,000.00
21	Special Ductile Iron Fittings	POUND	1580.00	\$ 0.01	\$ 15.80
22	Restrained Joint, 8"	EACH	22.00	\$ 1.00	\$ 22.00
23	Restrained Joint, 6"	EACH	14.00	\$ 1.00	\$ 14.00
24	Restrained Joint, 4"	EACH	7.00	\$ 1.00	\$ 7.00
25	Fire Hydrant to be Removed	EACH	1.00	\$ 500.00	\$ 500.00
26	Short Water Service, 1"	EACH	2.00	\$ 2,500.00	\$ 5,000.00
27	Long Water Service, 1" (Open Cut)	EACH	1.00	\$ 4,000.00	\$ 4,000.00
28	Water Main Connection at 21st Avenue	EACH	1.00	\$ 7,500.00	\$ 7,500.00
29	Water Main Connection at 20th Avenue	EACH	1.00	\$ 7,500.00	\$ 7,500.00
30	6" Line Stop	EACH	2.00	\$ 4,000.00	\$ 8,000.00
31	Pressure Testing and Disinfection	LS	1.00	\$ 5,000.00	\$ 5,000.00
32	8" Diameter, PVC Combined Sewer Pipe Replacement	FOOT	14.00	\$ 650.00	\$ 9,100.00
33	Additional 8" Diameter, PVC Combined Sewer Pipe Replacement	FOOT	0.00	\$ 5.00	\$ -
34	6" Diameter, PVC Sanitary Sewer Service Pipe	FOOT	15.00	\$ 1.00	\$ 15.00
35	8"x6" PVC Sewer Service Connections	EACH	2.00	\$ 500.00	\$ 1,000.00
36	10" Diameter, PVC Storm Sewer Pipe	FOOT	263.00	\$ 60.00	\$ 15,780.00
37	12" Diameter, PVC Storm Sewer Pipe	FOOT	17.00	\$ 70.00	\$ 1,190.00
38	10" Diameter, DIP Storm Sewer Pipe	FOOT	36.00	\$ 70.00	\$ 2,520.00
39	Trench Backfill	CU YD	203.00	\$ 1.00	\$ 203.00
40	Inlet, Type A, Type 1 Frame, Open Lid	EACH	1.00	\$ 1,500.00	\$ 1,500.00

41	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid	EACH	10.00	\$ 4,500.00	\$45,000.00
42	10"x4" Catch Basin Trap and Restrictor	EACH	3.00	\$ 350.00	\$ 1,050.00
43	Restricted Depth Manhole, 4' Diameter, Type 1 Frame, Closed Lid	EACH	6.00	\$ 7,500.00	\$ 45,000.00
44	Connection to Existing Structure	EACH	2.00	\$ 100.00	\$ 200.00
45	Frames and Lids to be Adjusted	EACH	22.00	\$ 575.00	\$ 12,650.00
46	Structure to be Reconstructed	EACH	15.00	\$ 2,500.00	\$ 37,500.00
47	Frames and Lids	EACH	18.00	\$ 450.00	\$ 8,100.00
48	Valve Vault to be Abandoned	EACH	1.00	\$ 250.00	\$ 250.00
49	Structure to be Removed	EACH	16.00	\$ 230.00	\$ 3,680.00
50	Water Service Boxes and Valve Boxes to be Adjusted	EACH	2.00	\$ 200.00	\$ 400.00
51	9" Dia Cured-in-Place Pipe Lining (Inversion Method)	FOOT	586.00	\$ 90.00	\$ 52,740.00
52	Trim Protruding Tap	EACH	6.00	\$ 250.00	\$ 1,500.00
53	Permanent Reinstatement of Sanitary Services	EACH	21.00	\$ 150.00	\$ 3,150.00
54	Combination Concrete Curb and Gutter, Type B-6.12 (Modified)	FOOT	4471.00	\$ 35.00	\$ 156,485.00
55	Combination Concrete Curb and Gutter, Type B-6.12 (Special)	FOOT	123.00	\$ 40.00	\$ 4,920.00
56	Portland Cement Concrete Sidewalk, 5"	SQ FT	15423.00	\$ 8.50	\$ 131,095.50
57	Detectable Warnings	SQ FT	489.00	\$ 38.00	\$ 18,582.00
58	Portland Cement Concrete Driveway Pavement, 7"	SQ YD	476.00	\$ 68.00	\$ 32,368.00
59	Portland Cement Concrete Driveway Pavement, 8	SQ YD	215.00	\$ 70.00	\$ 15,050.00
60	Portland Cement Concrete Alley Pavement, 8	SQ YD	272.00	\$ 70.00	\$ 19,040.00
61	White Wax Compound	SQ YD	0.00	\$ 1.00	
62	Portland Cement Concrete Base Course, 8"	SQ YD	1873.00	\$ 65.00	\$ 121,745.00
63	Deformed Tie Bars	EACH	20.00	\$ 9.00	\$ 180.00
64	Aggregate for Temporary Access	TON	0.00	\$ 30.00	\$ -
65	Temporary Hot-Mix Asphalt Pavement	TON	0.00	\$ 200.00	\$ -
66	Incidental Hot-Mix Asphalt Surfacing	TON	28.00	\$ 193.00	\$ 5,404.00
67	Geogrid for Ground Stabilization	SQ YD	1475.00	\$ 4.20	\$ 6,195.00
68	Aggregate Base Course, Type B, 8"	SQ YD	60.00	\$ 11.00	\$ 660.00
69	Aggregate Base Course, Type B, 12"	SQ YD	1475.00	\$ 14.00	\$ 20,650.00
70	Bituminous Materials (Tack Coat) SS-1	GALLON	500.00	\$ 3.50	\$ 1,750.00
71	Hot-Mix Asphalt - Longitudinal Joint Sealant	FOOT	3126.70	\$ 3.77	\$ 11,787.66
72	Hot-Mix Asphalt Binder Course, IL 19.0, N50	TON	257.00	\$ 104.00	\$ 26,728.00
73	Leveling Binder (Machine Method), N50	TON	470.00	\$ 104.00	\$ 48,880.00
74	Hot-Mix Asphalt Surface Course, Mix 'D', N50	TON	1025.00	\$ 112.00	\$ 114,800.00
75	Topsoil Placement, 3"	SQ YD	4996.00	\$ 6.00	\$ 29,976.00
76	Sodding	SQ YD	4996.00	\$ 6.35	\$ 31,724.60
77	Deciduous Tree	EACH	8.00	\$ 750.00	\$ 6,000.00
78	Supplemental Watering	UNIT	0.00	\$ 100.00	
79	Tree Removal	IN-DIA	228.00	\$ 55.00	\$ 12,540.00
80	Tree Removal and Fence Removal Along North Side of Wilcox	LS	1.00	\$ 17,000.00	\$ 17,000.00
81	Fence Removal	LS	1.00	\$ 2,000.00	\$ 2,000.00
82	Inlet Filters	EACH	42.00	\$ 125.00	\$ 5,250.00
83	Sign Panel, Type 1	SQ FT	140.40	\$ 16.50	\$ 2,316.60
84	Telescoping Steel Sign Support	FOOT	154.00	\$ 15.00	\$ 2,310.00
85	Telescoping Steel Sign Support	FOOT	1944.00	\$ 3.00	\$ 5,832.00
86	Thermoplastic Pavement Marking - Line 12"	FOOT	293.00	\$ 6.00	\$ 1,758.00
87	Thermoplastic Pavement Marking - Line 24"	FOOT	391.50	\$ 8.00	\$ 3,132.00
88	Thermoplastic Pavement Marking - Line 24"	SQ FT	36.00	\$ 18.50	\$ 666.00
89	Vinyl Fence Replacement	LS	0.35	\$ 8,000.00	\$ 2,800.00
90	Guardrail	FOOT	0.00	\$ 85.00	\$ -
91	Allowances for Miscellaneous Restoration	DOLLAR	0.00	\$ 1.00	\$ -
92	Traffic Control and Protection	LS	0.90	\$ 76,450.00	\$ 68,805.00
A1	Class 'D' Patches, 6"	SQ YD	795.00	\$ 76.65	\$ 60,936.75
A2	Removal of Frame and Lids in Preparation for Class 'D' Patches	LS	1.00	\$ 3,231.47	\$ 3,231.47
A3	Additional Clean-Up of Vacant Lot on Wilcox St. Between 19th Ave. and Alley	LS	1.00	\$ 3,368.93	\$ 3,368.93

A4 Repair Water Main Break on 2nd Avenue	LS	1.00	\$ 21,000.92	\$ 21,000.92
A5 Expose Manholes at Wilcox Street and 21st Avenue	LS	1.00	\$ 2,050.79	\$ 2,050.79
A6 Reinstatement of Sanitary Sewer Service to National Cycle	LS	1.00	\$ 7,881.83	\$ 7,881.83
A7 Reinstatement of Sanitary Sewer Service to 1220 20th Avenue	LS	1.00	\$ 13,341.95	\$ 13,341.95
A8 Thermoplastic Pavement Marking - 4"	LF	1280.00	\$ 2.00	\$ 2,560.00
A9 Thermoplastic Pavement Marking - Letters and Symbols	SF	72.80	\$ 9.25	\$ 673.40
A10 Modified Uerthane Pavement Marking - 6"	LF	782.00	\$ 4.75	\$ 3,714.50
A11 Modified Uerthane Pavement Marking - 24"	LF	129.00	\$ 11.25	\$ 1,451.25
A12 Modified Uerthane Pavement Marking - Letters and Symbols	SF	582.40	\$ 11.25	\$ 6,552.00

TOTAL \$1,596,342.70

RETAINER 2% \$ 31,926.85

LESS PREVIOUS PAYMENTS \$1,285,858.53

TOTAL DUE PE # 5 \$ 278,557.32

WAIVER OF LIEN TO DATE

To Whom It May Concern:

WHEREAS the undersigned has been employed by VILLAGE OF MAYWOOD, to furnish labor and material for CONCRETE CONSTRUCTION work for the project known as VILLAGE OF MAYWOOD 2022 ROADWAY IMPROVEMENTS PROJECT of which VILLAGE OF MAYWOOD is the owner.

The undersigned, for and in consideration of TWO HUNDRED SEVENTY EIGHT THOUSAND FIVE HUNDRED FIFTY SEVEN & 32/100 (\$278,557.32) 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, ADDITIONALLY, the undersigned hereby waives and releases any and all of the undersigned's rights and claims under the Illinois Public Construction Bond Act to the same extent the undersigned waives and releases any and all lien or claim of, or right to lien under the statutes of Illinois relating to mechanics liens, with respect to and on said above-decried 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, service, material, fixtures, apparatus or machinery, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS*

DATE July 21, 2023

Company Name: J. NARDULLI CONCRETE, INC.
Address: 3517 S. 60th CT., CICERO, ILLINOIS 60804

SIGNATURE AND TITLE Jose A Gaucin PRESIDENT

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

STATE OF ILLINOIS
COUNTY OF COOK

CONTRACTOR'S AFFIDAVIT

To Whom It May Concern:

THE UNDERSIGNED, JOSE A. GAUCIN BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS PRESIDENT OF J. NARDULLI CONCRETE, INC. WHO IS THE CONTRACTOR FURNISHING LABOR AND EQUIPMENT FOR CONCRETE CONSTRUCTION WORK ON THE PROJECT KNOWN AS VILLAGE OF MAYWOOD 2022 ROADWAY IMPROVEMENTS PROJECT OWNED BY VILLAGE OF MAYWOOD. That the total amount of the contract including extras* \$ 1,596,342.70 on which he or she has received payment of \$ 1,285,858.53 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:

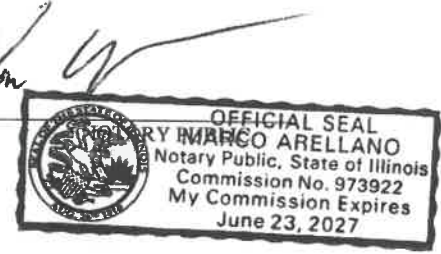
NAMES	WHAT FOR	CONTRACT PRICE INCL. EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
J. NARDULLI CONCRETE, INC.	LBR.PRF.OH.EQP.	\$505,611.63	\$461,412.64	\$109,286.75	\$31,926.85
ELMHURST CHICAGO STONE	READYMIX	\$215,678	\$215,678	\$ -	\$ -
VULCAN MATERIALS COMPANY	STONE	\$11,416.57	\$11,416.57	\$ -	\$ -
SUBURBAN GENERAL CONSTRUCTION	SEWER&WATER	\$363,219.00	\$301,361.24	\$ 14,416.67	\$ -
LINDAHL BROTHERS INC	ASPHALT/MILLING	\$326,900	\$169,322.78	\$ 122,048.20	\$ -
INSTITUFORM	CIPP	\$57,940	\$54,520.50	\$ -	\$ -
PRECISION PAVEMENT MARKING	PAVEMENT MARKING	\$ 27,555.70	\$ -	\$27,555.70	\$ -
AMERICAN TOP SOIL	LANDSCAPING	\$72,146.80	\$72,146.80	\$ -	\$ -
MIDWEST FENCE	GUARDRAIL	10,625	\$ -	\$ -	\$ -
NAFISCO INC	SIGNS/SUPPORT	5,250	\$ -	\$5,250	\$ -
TOTAL LABOR & MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$1,596,342.70	\$1,285,858.53	\$278,557.32	\$31,926.85

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 7/21/2023 Signature: Jose A Gaucin

SUBSCRIBED AND SWORN TO BEFORE ME THIS July 21, 2023

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



PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF COOK

Gty #
Loan #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by J. Nardulli Concrete Inc. to furnish Underground Utility Repairs and Replacements for the premises known as Various Locations in the Village of Maywood of which the Village of Maywood is the owner. The Undersigned, for and in consideration of Fourteen Thousand Four Hundred Sixteen and Sixty Seven Cents \$14,416.67 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 to this date by the undersigned for the above described premises.

GIVEN UNDER MY HAND AND SEAL THIS 21st DAY OF July, 2023

SIGNATURE AND TITLE: [Signature] Assistant Secretary

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.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, BEING DULY SWORN, DEPOSED AND SAYS THAT HE IS Assistant Secretary OF THE Suburban General Construction, Inc., 1019 E. 31st St., LaGrange Park, IL 60526 WHO IS THE CONTRACTOR FOR THE Village of Maywood 2022 Roadway Improvement Project WORK ON THE BUILDING LOCATED AT Various Locations within the Village of Maywood OWNED BY THE Village of Maywood

That the Total Amount of the Contract Including Extras is \$ 363,219.00 on which he has received payment of \$ 301,361.24 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:

Table with 6 columns: NAMES AND ADDRESS, WHAT FOR, CONTRACT PRICE INCLDG EXTRAS, AMOUNT PAID, THIS PAYMENT, BALANCE DUE. Rows include Suburban General Construction, Inc., Core & Main, EJ USA, Great Lakes Concrete, J & A Cartage, MidAmerican Water, Inc., Midwest Chlorinating, and a TOTAL LABOR AND MATERIAL TO COMPLETE row.

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 21st day of July, 2023


Signature: [Signature]

Subscribed and Sworn before me on this 21st day of July, 2023

Signature: [Signature]



**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.

<u>Invoice</u>	<u>Amount</u>	<u>Description</u>
05/26/2023	\$7,191.50	Legal Retainer August 2023
05/26/2023	\$28,286.42	Legal Services August 2023

RECOMMENDATION: It is recommendation that the total payments of \$35,437.92 be approved for payment. The expense account to be charged: 01-15-52400/TIF.

For the August 8, 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 May 2023 Pertaining to General Matters, in the amount of \$7,191.50, with a cover memo dated August 2, 2023 from Klein, Thorpe and Jenkins, Ltd.

Statements for Legal Services for May 2023 Pertaining to Employment and Labor Matters, Litigation Matters, and Economic Redevelopment Matters and Miscellaneous Matters, in the total amount of \$28,286.42, with a cover memo dated August 2, 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: August 2, 2023
SUBJECT: Payment Approval, LRS

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

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>	<u>Description</u>
MW1062	05/31/2023	\$6,020.92	Waste Disposal Service
MW1107	06/15/2023	\$5,068.25	Waste Disposal Service
0003661730	04/29/2023	\$136,668.41	Garbage Service *April 2023
0003729357	05/30/2023	\$148,241.29	Garbage Service *May 2023
0003778698	06/30/2023	\$135,162.26	Garbage Service *June 2023

RECOMMENDATION: It is recommendation that the total payments of \$431,164.13 be approved for payment. The expense account to be charged: 01-50-52400 & 41-55-57400.



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

INVOICE

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CUSTOMER NO.	1051

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

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
05/16/23	WA	Waste Reference: white logo dump 5 MATRESSES Vehicle: Village Maywood	MW-31246	0.37 TN	\$46.10	\$46.10
05/16/23	WA	Waste Reference: WHITE LOGO DUMP Vehicle: Village Maywood	MW-31266	11.13 TN	\$46.10	\$513.09
05/16/23	WA	Waste Reference: WHITE LOGO DUMP Vehicle: Village Maywood	MW-31286	10.57 TN	\$46.10	\$487.28
05/17/23	WA	Waste Reference: TRK 235 Vehicle: Village Maywood	MW-31306	0.02 TN	\$46.10	\$46.10
05/17/23	WA	Waste Reference: trk 232 Vehicle: Village Maywood	MW-31319	0.15 TN	\$46.10	\$46.10
05/17/23	WA	Waste Reference: TRK 235 Vehicle: Village Maywood	MW-31322	0.06 TN	\$46.10	\$46.10
05/18/23	WA	Waste Reference: TRK 253 Vehicle: Village Maywood	MW-31404	0.24 TN	\$46.10	\$46.10
05/18/23	WA	Waste Reference: TRK 235 Vehicle: Village Maywood	MW-31406	0.13 TN	\$46.10	\$46.10
05/18/23	WA	Waste Reference: UHAUL Vehicle: VILLAGE OF MAYWOOD	MW-31429	0.94 TN	\$46.10	\$46.10
05/18/23	WA	Waste Reference: TRK 232	MW-31455	0.09 TN	\$46.10	\$46.10



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VILLAGE OF MAYWOOD
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 MAYWOOD, IL 60153

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
05/18/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste	MW-31459	0.75 TN	\$46.10	\$46.10
05/18/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 231	MW-31465	0.16 TN	\$46.10	\$46.10
05/18/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: trk 253	MW-31472	0.50 TN	\$46.10	\$46.10
05/18/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: trk 235	MW-31485	0.10 TN	\$46.10	\$46.10
05/18/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: WHITE PU W TRL	MW-31542	0.47 TN	\$46.10	\$46.10
05/19/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 232	MW-31545	0.59 TN	\$46.10	\$46.10
05/19/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 232	MW-31550	0.01 TN	\$46.10	\$46.10
05/19/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK A1 WHITE BLK DUMP	MW-31554	0.97 TN	\$46.10	\$46.10
05/19/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 231	MW-31557	0.13 TN	\$46.10	\$46.10
05/19/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 253	MW-31558	0.64 TN	\$46.10	\$46.10



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DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
05/19/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 234	MW-31568	0.14 TN	\$46.10	\$46.10
05/19/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 236	MW-31571	0.17 TN	\$46.10	\$46.10
05/19/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: trk 232	MW-31582	0.11 TN	\$46.10	\$46.10
05/19/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: WHITE DUMP NO LOGO	MW-31593	0.41 TN	\$46.10	\$46.10
05/20/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: A1	MW-31613	0.89 TN	\$46.10	\$46.10
05/20/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: A1	MW-31616	0.39 TN	\$46.10	\$46.10
05/22/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 239	MW-31647	0.10 TN	\$46.10	\$46.10
05/22/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: trk 239	MW-31657	0.45 TN	\$46.10	\$46.10
05/22/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: trk 235	MW-31658	0.08 TN	\$46.10	\$46.10
05/22/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste	MW-31663	0.24 TN	\$46.10	\$46.10



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DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
05/22/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31670	0.46 TN	\$46.10	\$46.10
05/22/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31672	0.08 TN	\$46.10	\$46.10
05/22/23	WA	Reference: TRK 231 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31710	0.18 TN	\$46.10	\$46.10
05/22/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31712	0.04 TN	\$46.10	\$46.10
05/22/23	WA	Reference: TRK 236 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31714	0.12 TN	\$46.10	\$46.10
05/22/23	WA	Reference: TRK 232 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31717	0.34 TN	\$46.10	\$46.10
05/23/23	WA	Reference: TRK 253 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31745	0.03 TN	\$46.10	\$46.10
05/23/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31754	0.38 TN	\$46.10	\$46.10
05/23/23	WA	Reference: trk 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31757	0.26 TN	\$46.10	\$46.10
05/23/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste				



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DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
05/23/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-31758	0.32 TN	\$46.10	\$46.10
05/23/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-31764	0.18 TN	\$46.10	\$46.10
05/23/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-31775	0.60 TN	\$46.10	\$46.10
05/23/23	WA	Waste Reference: WHITE DUMP Vehicle: VILLAGE OF MAYWOOD	MW-31778	8.44 TN	\$46.10	\$389.08
05/23/23	WA	Waste Reference: TRK 253 Vehicle: VILLAGE OF MAYWOOD	MW-31781	3.64 TN	\$46.10	\$167.80
05/23/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-31783	0.28 TN	\$46.10	\$46.10
05/23/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-31790	0.50 TN	\$46.10	\$46.10
05/23/23	WA	Waste Reference: GREY PU W TRL Vehicle: VILLAGE OF MAYWOOD	MW-31795	1.04 TN	\$46.10	\$47.94
05/23/23	AE	PPE-Personal Protective Equipment	58185	1.00	\$15.00	\$15.00
05/23/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-31809	1.68 TN	\$46.10	\$77.45
05/23/23	WA	Waste	MW-31813	8.65 TN	\$46.10	\$398.77





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DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
05/23/23	WA	Reference: WHITE DUMP Vehicle: VILLAGE OF MAYWOOD Waste	MW-31816	0.79 TN	\$46.10	\$46.10
05/23/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31818	0.12 TN	\$46.10	\$46.10
05/23/23	WA	Reference: TRK 232 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31823	0.21 TN	\$46.10	\$46.10
05/23/23	WA	Reference: TRK 235 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31834	5.85 TN	\$46.10	\$269.69
05/24/23	WA	Reference: WHITE DUMP Vehicle: VILLAGE OF MAYWOOD Waste	MW-31845	0.03 TN	\$46.10	\$46.10
05/24/23	WA	Reference: TRK 235 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31854	1.60 TN	\$46.10	\$73.76
05/24/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31863	1.95 TN	\$46.10	\$89.90
05/24/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31890	1.07 TN	\$46.10	\$49.33
05/24/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-31902	2.67 TN	\$46.10	\$123.09





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 JOHN WEST-PUBLIC WORKS DIR
 MAYWOOD, IL 60153

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
05/24/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-31915	1.89 TN	\$46.10	\$87.13
05/25/23	WA	Waste Reference: trk 232 Vehicle: VILLAGE OF MAYWOOD	MW-31980	0.23 TN	\$46.10	\$46.10
05/26/23	WA	Waste Reference: TRK 253 Vehicle: VILLAGE OF MAYWOOD	MW-32036	0.49 TN	\$46.10	\$46.10
05/26/23	WA	Waste Reference: TRK 235 Vehicle: VILLAGE OF MAYWOOD	MW-32037	0.10 TN	\$46.10	\$46.10
05/26/23	WA	Waste Reference: TRK 231 Vehicle: VILLAGE OF MAYWOOD	MW-32065	0.04 TN	\$46.10	\$46.10
05/26/23	WA	Waste Reference: TRK 253 Vehicle: VILLAGE OF MAYWOOD	MW-32069	0.27 TN	\$46.10	\$46.10
05/26/23	WA	Waste Reference: TRK 231 Vehicle: VILLAGE OF MAYWOOD	MW-32070	0.16 TN	\$46.10	\$46.10
05/26/23	WA	Waste Reference: TRK 231 Vehicle: VILLAGE OF MAYWOOD	MW-32078	0.11 TN	\$46.10	\$46.10
05/26/23	WA	Waste Reference: TRK 253 Vehicle: VILLAGE OF MAYWOOD	MW-32079	0.54 TN	\$46.10	\$46.10
05/26/23	WA	Waste Reference: TRK 232 Vehicle: VILLAGE OF MAYWOOD	MW-32080	0.14 TN	\$46.10	\$46.10





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

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
05/26/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 236	MW-32099	0.07 TN	\$46.10	\$46.10
05/26/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 235	MW-32107	0.06 TN	\$46.10	\$46.10
05/27/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 234	MW-32119	0.11 TN	\$46.10	\$46.10
05/30/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: 235	MW-32128	0.17 TN	\$46.10	\$46.10
05/30/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 239	MW-32146	0.57 TN	\$46.10	\$46.10
05/30/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 235	MW-32169	0.10 TN	\$46.10	\$46.10
05/30/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 239	MW-32175	0.31 TN	\$46.10	\$46.10
05/30/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 239	MW-32178	0.28 TN	\$46.10	\$46.10
05/30/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 232	MW-32207	0.16 TN	\$46.10	\$46.10
05/31/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste	MW-32263	0.67 TN	\$46.10	\$46.10





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

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
05/31/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32281	0.05 TN	\$46.10	\$46.10
05/31/23	WA	Reference: TRK 235 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32284	0.17 TN	\$46.10	\$46.10
05/31/23	WA	Reference: TRK 232 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32291	1.10 TN	\$46.10	\$50.71
05/31/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32295	0.07 TN	\$46.10	\$46.10
05/31/23	WA	Reference: TRK 232 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32305	0.33 TN	\$46.10	\$46.10
		Reference: GREY PU W TRL Vehicle: VILLAGE OF MAYWOOD				

RECOMMENDED TO BE PAID @ 6,020.92
 DATE: 6/22/23
 DEPT HEAD: *Qmrb*
 EXPENSE ACCT: 01650-52400
 PO#

0 - 30 Days	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	INVOICE TOTAL
\$ 12,170.20	\$ 27,216.13	\$ 66,220.24	\$ 0.00	\$ 6,020.92

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

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
06/01/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-32350	0.77 TN	\$46.10	\$46.10
06/01/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-32357	1.15 TN	\$46.10	\$53.02
06/01/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-32364	0.28 TN	\$46.10	\$46.10
06/01/23	WA	Waste Reference: TRK #239 Vehicle: VILLAGE OF MAYWOOD	MW-32379	0.86 TN	\$46.10	\$46.10
06/01/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-32386	1.17 TN	\$46.10	\$53.94
06/02/23	WA	Waste Reference: TRK 231 Vehicle: VILLAGE OF MAYWOOD	MW-32420	0.18 TN	\$46.10	\$46.10
06/02/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-32445	1.36 TN	\$46.10	\$62.70
06/02/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-32453	1.43 TN	\$46.10	\$65.92
06/03/23	WA	Waste Reference: TRK 232 Vehicle: VILLAGE OF MAYWOOD	MW-32517	0.24 TN	\$46.10	\$46.10
06/03/23	WA	Waste Reference: TRK #239 Vehicle: VILLAGE OF MAYWOOD	MW-32520	0.37 TN	\$46.10	\$46.10





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 40 MADISON ST
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 MAYWOOD, IL 60153

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
06/03/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: trk 232	MW-32528	0.11 TN	\$46.10	\$46.10
06/05/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 235	MW-32565	0.05 TN	\$46.10	\$46.10
06/05/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 239	MW-32567	0.65 TN	\$46.10	\$46.10
06/05/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 239	MW-32571	0.34 TN	\$46.10	\$46.10
06/05/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 231	MW-32575	0.49 TN	\$46.10	\$46.10
06/05/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 239	MW-32578	0.19 TN	\$46.10	\$46.10
06/05/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 239	MW-32586	0.33 TN	\$46.10	\$46.10
06/05/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 231	MW-32589	0.13 TN	\$46.10	\$46.10
06/05/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 249	MW-32594	0.34 TN	\$46.10	\$46.10
06/05/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste	MW-32600	0.35 TN	\$46.10	\$46.10





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DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
06/05/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32617	0.63 TN	\$46.10	\$46.10
06/05/23	WA	Reference: trk 249 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32620	1.10 TN	\$46.10	\$50.71
06/05/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32624	0.09 TN	\$46.10	\$46.10
06/05/23	WA	Reference: TRK 232 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32629	0.17 TN	\$46.10	\$46.10
06/05/23	WA	Reference: TRK 231 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32637	0.08 TN	\$46.10	\$46.10
06/05/23	WA	Reference: TRK 232 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32656	0.14 TN	\$46.10	\$46.10
06/05/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste	MW-32661	0.17 TN	\$46.10	\$46.10
06/05/23	WA	Reference: TRK232 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32670	0.43 TN	\$46.10	\$46.10
06/05/23	WA	Reference: 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32692	0.20 TN	\$46.10	\$46.10
06/06/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32801	0.13 TN	\$46.10	\$46.10



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VILLAGE OF MAYWOOD
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DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
06/06/23	WA	Reference: TRK 231 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32802	0.17 TN	\$46.10	\$46.10
06/06/23	WA	Reference: trk 236 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32840	0.16 TN	\$46.10	\$46.10
06/06/23	WA	Reference: TRK 231 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32892	0.50 TN	\$46.10	\$46.10
06/06/23	WA	Reference: TRK 249 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32903	1.25 TN	\$46.10	\$57.63
06/06/23	WA	Reference: trk 249 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32907	0.95 TN	\$46.10	\$46.10
06/06/23	WA	Reference: TRK 249 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32915	1.31 TN	\$46.10	\$60.39
06/06/23	WA	Reference: TRK 249 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32922	1.06 TN	\$46.10	\$48.87
06/06/23	WA	Reference: TRK 232 Vehicle: VILLAGE OF MAYWOOD Waste	MW-32924	0.06 TN	\$46.10	\$46.10
06/06/23	WA	Reference: TRK 231 3tv e-waste Vehicle: VILLAGE OF MAYWOOD Waste	MW-32925	0.08 TN	\$46.10	\$46.10



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DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
06/07/23	WA	Waste Vehicle: VILLAGE OF MAYWOOD	MW-32943	0.07 TN	\$46.10	\$46.10
06/07/23	WA	Waste Reference: TRK 236 Vehicle: VILLAGE OF MAYWOOD	MW-32949	0.14 TN	\$46.10	\$46.10
06/07/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-32951	0.25 TN	\$46.10	\$46.10
06/07/23	WA	Waste Vehicle: VILLAGE OF MAYWOOD	MW-32953	0.13 TN	\$46.10	\$46.10
06/07/23	WA	Waste Reference: WHITE PU W TRL Vehicle: VILLAGE OF MAYWOOD	MW-32970	1.11 TN	\$46.10	\$51.17
06/07/23	WA	Waste Reference: TRK 231 Vehicle: VILLAGE OF MAYWOOD	MW-32985	0.17 TN	\$46.10	\$46.10
06/07/23	WA	Waste Reference: TRK 253 Vehicle: VILLAGE OF MAYWOOD	MW-33000	0.32 TN	\$46.10	\$46.10
06/07/23	WA	Waste Reference: TRK 235 Vehicle: VILLAGE OF MAYWOOD	MW-33007	0.06 TN	\$46.10	\$46.10
06/07/23	WA	Waste Reference: TRK 253 Vehicle: VILLAGE OF MAYWOOD	MW-33009	0.18 TN	\$46.10	\$46.10
06/07/23	WA	Waste Reference: trk 232 Vehicle: VILLAGE OF MAYWOOD	MW-33017	0.09 TN	\$46.10	\$46.10
06/08/23	WA	Waste	MW-33036	0.23 TN	\$46.10	\$46.10



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

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
06/08/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: trk 231	MW-33039	0.03 TN	\$46.10	\$46.10
06/08/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 232	MW-33063	0.06 TN	\$46.10	\$46.10
06/09/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 239	MW-33155	1.93 TN	\$46.10	\$88.97
06/09/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 239	MW-33177	1.16 TN	\$46.10	\$53.48
06/09/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 239	MW-33184	1.36 TN	\$46.10	\$62.70
06/09/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 239	MW-33189	0.72 TN	\$46.10	\$46.10
06/09/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 232	MW-33190	0.22 TN	\$46.10	\$46.10
06/09/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 253	MW-33193	0.33 TN	\$46.10	\$46.10
06/12/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: trk 239	MW-33262	0.67 TN	\$46.10	\$46.10
06/12/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste	MW-33267	0.60 TN	\$46.10	\$46.10



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DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
06/12/23	WA	Reference: TRK 253 Vehicle: VILLAGE OF MAYWOOD Waste	MW-33268	0.07 TN	\$46.10	\$46.10
06/12/23	WA	Reference: trk 235 Vehicle: VILLAGE OF MAYWOOD Waste	MW-33270	0.86 TN	\$46.10	\$46.10
06/12/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-33274	0.73 TN	\$46.10	\$46.10
06/12/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-33283	0.16 TN	\$46.10	\$46.10
06/12/23	WA	Reference: trk 253 Vehicle: VILLAGE OF MAYWOOD Waste	MW-33309	0.67 TN	\$46.10	\$46.10
06/12/23	WA	Reference: TRK 232 Vehicle: VILLAGE OF MAYWOOD Waste	MW-33317	0.17 TN	\$46.10	\$46.10
06/12/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-33319	0.79 TN	\$46.10	\$46.10
06/12/23	WA	Reference: TRK 253 Vehicle: VILLAGE OF MAYWOOD Waste	MW-33320	0.40 TN	\$46.10	\$46.10
06/13/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste	MW-33356	0.36 TN	\$46.10	\$46.10



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

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
06/13/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-33359	0.21 TN	\$46.10	\$46.10
06/13/23	WA	Waste Reference: TRK 253 Vehicle: VILLAGE OF MAYWOOD	MW-33370	0.81 TN	\$46.10	\$46.10
06/13/23	WA	Waste Reference: TRK 253 Vehicle: VILLAGE OF MAYWOOD	MW-33390	0.45 TN	\$46.10	\$46.10
06/13/23	WA	Waste Reference: TRK 249 Vehicle: VILLAGE OF MAYWOOD	MW-33404	0.54 TN	\$46.10	\$46.10
06/13/23	WA	Waste Reference: TRK 232 Vehicle: VILLAGE OF MAYWOOD	MW-33408	0.05 TN	\$46.10	\$46.10
06/13/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-33414	0.22 TN	\$46.10	\$46.10
06/14/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-33459	1.03 TN	\$46.10	\$47.48
06/14/23	WA	Waste Reference: LOGO DUMP Vehicle: VILLAGE OF MAYWOOD	MW-33465	8.94 TN	\$46.10	\$412.13
06/14/23	WA	Waste Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD	MW-33474	0.84 TN	\$46.10	\$46.10
06/14/23	WA	Waste Reference: LOGO DUMP Vehicle: VILLAGE OF MAYWOOD	MW-33488	8.41 TN	\$46.10	\$387.70





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 40 MADISON ST
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 MAYWOOD, IL 60153

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
06/14/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: trk 253	MW-33497	0.27 TN	\$46.10	\$46.10
06/14/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 239	MW-33501	0.14 TN	\$46.10	\$46.10
06/14/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 235	MW-33503	0.06 TN	\$46.10	\$46.10
06/14/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: LOGO DUMP	MW-33513	2.17 TN	\$46.10	\$100.04
06/14/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 232	MW-33515	0.07 TN	\$46.10	\$46.10
06/15/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: trk 231	MW-33526	0.08 TN	\$46.10	\$46.10
06/15/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 232	MW-33543	0.08 TN	\$46.10	\$46.10
06/15/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 236	MW-33554	0.15 TN	\$46.10	\$46.10
06/15/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 233	MW-33556	0.08 TN	\$46.10	\$46.10
06/15/23	WA	Vehicle: VILLAGE OF MAYWOOD Waste	MW-33563	0.50 TN	\$46.10	\$46.10





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VILLAGE OF MAYWOOD
 40 MADISON ST
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 MAYWOOD, IL 60153

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
06/15/23	WA	Reference: TRK 239 Vehicle: VILLAGE OF MAYWOOD Waste Reference: TRK 235 Vehicle: VILLAGE OF MAYWOOD	MW-33564	0.16 TN	\$46.10	\$46.10

~~\$~~ 5,068.25
RECOMMENDED TO BE PAID
 DATE: 6/29/23
 DEPT HEAD: Jwb
 EXPENSE ACCT: 101-50-52400
 PO# _____

0 - 30 Days	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	INVOICE TOTAL
\$ 11,089.17	\$ 15,805.39	\$ 77,497.72	\$ 6,282.54	\$ 5,068.25

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VILLAGE OF MAYWOOD
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5500 PEARL ST #300
ROSEMONT, IL 60018-5303
Phone: (847) 779-7500
www.LRSrecycles.com

CUSTOMER NO	159458
INVOICE DATE	4/29/2023
INVOICE NO	0003661730
CUSTOMER PO	
DUE DATE	5/29/2023
BALANCE FWD	\$268,915.69
PAYMENTS	\$0.00
CREDITS	\$0.00
CHARGES	\$136,668.41
BALANCE DUE	\$405,584.10

**VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153-2323**

DATE	QUANTITY	FREQUENCY	DESCRIPTION	AMOUNT
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New Charges

Site 159458-0001 - VILLAGE OF MAYWOOD - 40 MADISON ST, MAYWOOD

4/1/2023 - 4/30/2023	6,500.00	Weekly	ORGANICS TAKE ALL	\$16,480.00
4/1/2023 - 4/30/2023	6,500.00	Weekly	95 GALLON SERVICE RESIDENTIAL TRASH	\$72,512.00
4/1/2023 - 4/30/2023	6,500.00	Weekly	65 GALLON SERVICE RESIDENTIAL RECYCLE	\$26,368.00
4/28/2023	439.53		DISPOSAL COST (RESIDENTIAL)	\$21,308.41

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	BALANCE DUE
\$272,760.27	\$0.00	\$132,823.83	\$0.00	\$0.00	\$405,584.10

Recommended To Be Paid \$ 136,668.41

Dept. Head: JK

Expense Acct: 41557400

Date: 8/1/2023 PO # _____

LRS

PO BOX 4700
CAROL STREAM, IL 60197-4700
Phone: (847) 779-7500

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

CUSTOMER NO	INVOICE DATE	INVOICE NO	BALANCE DUE
159458	4/29/2023	0003661730	\$405,584.10
YOUR REFERENCE NO		AMOUNT PAID	
		\$	

Visit us on-line to make your payment



5500 PEARL ST #300
 ROSEMONT, IL 60018-5303
 Phone: (847) 779-7500
 www.LRSrecycles.com

CUSTOMER NO	159458
INVOICE DATE	5/30/2023
INVOICE NO	0003729357
CUSTOMER PO	
DUE DATE	6/29/2023
BALANCE FWD	\$405,584.10
PAYMENTS	\$-268,915.69
CREDITS	\$0.00
CHARGES	\$148,241.29
BALANCE DUE	\$284,909.70

**VILLAGE OF MAYWOOD
 40 MADISON ST
 MAYWOOD, IL 60153-2323**

DATE	QUANTITY	FREQUENCY	DESCRIPTION	AMOUNT
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New Charges

Site 159458-0001 - VILLAGE OF MAYWOOD - 40 MADISON ST, MAYWOOD

5/1/2023 - 5/31/2023	6,500.00	Weekly	ORGANICS TAKE ALL	\$16,480.00
5/1/2023 - 5/31/2023	6,500.00	Weekly	95 GALLON SERVICE RESIDENTIAL TRASH	\$72,512.00
5/1/2023 - 5/31/2023	6,500.00	Weekly	65 GALLON SERVICE RESIDENTIAL RECYCLE	\$26,368.00
5/29/2023	713.26		DISPOSAL COST (RESIDENTIAL)	\$32,881.29

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	BALANCE DUE
\$148,241.29	\$136,668.41	\$0.00	\$0.00	\$0.00	\$284,909.70

Recommended To Be Paid \$ 148,241.29

Dept. Head: JK

Expense Acct: 41 SS-57400

Date: 6/1/2023 PO # _____

LRS

PO BOX 4700
 CAROL STREAM, IL 60197-4700
 Phone: (847) 779-7500

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

CUSTOMER NO	INVOICE DATE	INVOICE NO	BALANCE DUE
159458	5/30/2023	0003729357	\$284,909.70
YOUR REFERENCE NO		AMOUNT PAID	
		\$	

Visit us on-line to make your payment



5500 PEARL ST #300
ROSEMONT, IL 60018-5303
Phone: (847) 779-7500
www.LRSrecycles.com

CUSTOMER NO	159458
INVOICE DATE	6/30/2023
INVOICE NO	0003778698
CUSTOMER PO	
DUE DATE	7/30/2023
BALANCE FWD	\$284,909.70
PAYMENTS	\$0.00
CREDITS	\$0.00
CHARGES	\$135,162.26
BALANCE DUE	\$420,071.96

**VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153-2323**

DATE	QUANTITY	FREQUENCY	DESCRIPTION	AMOUNT
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New Charges

Site 159458-0001 - VILLAGE OF MAYWOOD - 40 MADISON ST, MAYWOOD

6/1/2023 - 6/30/2023	6,500.00	Weekly	ORGANICS TAKE ALL	\$16,480.00
6/1/2023 - 6/30/2023	6,500.00	Weekly	95 GALLON SERVICE RESIDENTIAL TRASH	\$72,512.00
6/1/2023 - 6/30/2023	6,500.00	Weekly	65 GALLON SERVICE RESIDENTIAL RECYCLE	\$26,368.00
6/29/2023	429.55		DISPOSAL COST (RESIDENTIAL)	\$19,802.26

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	BALANCE DUE
\$135,162.26	\$148,241.29	\$136,668.41	\$0.00	\$0.00	\$420,071.96

Recommended To Be Paid \$ 135,162.26
 Dept. Head: JK
 Expense Acct: 41-55-5740
 Date: 8/1/2023 PO # _____

LRS


PO BOX 4700
CAROL STREAM, IL 60197-4700
Phone: (847) 779-7500

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

CUSTOMER NO	INVOICE DATE	INVOICE NO	BALANCE DUE
159458	6/30/2023	0003778698	\$420,071.96
YOUR REFERENCE NO		AMOUNT PAID	
		\$	

Visit us on-line to make your payment

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, M&J Asphalt Paving Company

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #24361 dated 06/16/2023 for the 2023 Pavement Patching Program for the Village of Maywood Public Works Department.

RECOMMENDATION: It is recommendation that the total payments of \$95,549.03 be approved for payment. The expense account to be charged: 01-50-52400.

- INVOICE -



Asphalt Paving & Patching • Concrete Installation & Repair • Sealcoating • Striping • Excavating • Decorative Paving • Snow & Ice Control

M & J ASPHALT PAVING COMPANY, INC.

3124 S. 60th COURT
 CICERO, ILLINOIS 60804
 Suburbs 708/222-1200 · Chicago: 773/582-3555 · FAX 708/222-1213
 www.mjasphaltpaving.com

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NUMBER
June 16, 2023		24361
P.O. NUMBER	WORK ORDER NO.	SHIP DATE
2023-0825		

TO: Village of Maywood
 40 Madison Street
 Maywood, IL 60153
 Attention: John West - Director of Public Works

JOB SITE: 2023 Pavement Patching Program
 Various Locations
 Maywood, IL 60153


ESTIMATE No. 1

SALES PERSON		TERMS	SHIP VIA		F.O.B.
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Pavement Removal, 8"	501.4	S.Y.	\$ 63.85	\$ 32,014.39
2	6", PP-1	56.40	S.Y.	\$ 178.05	\$ 10,042.02
3	Deformed Tie Bars	0.00	Each	\$ 12.25	\$ -
4	IL-19.0, N50 Binder Course, 6"	396.70	S.Y.	\$ 91.10	\$ 36,139.37
5	IL-9.5m, Mix "D", N50 Surface Course, 2"	445.00	S.Y.	\$ 30.40	\$ 13,528.00
6	Furnish, Place & Removal Steel Plating	1.00	Each	\$ 3,825.25	\$ 3,825.25
Estimate No. 1 TOTAL Less <u>0%</u> Retention Subtotal Amount Received					\$ 95,549.03 \$ - \$ 95,549.03 \$ -
196 Estimate No. 1 Amount Due					\$ 95,549.03

\$ 95,549.03

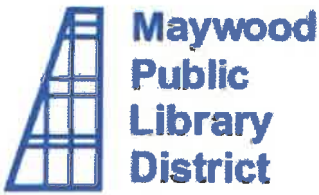
RECOMMENDED TO BE PAID
 DATE: 7/7/23
 DEPT HEAD: Job
 EXPENSE ACCT: 01-50-52400
 PO# _____

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, Maywood Public Library

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice dated 07/11/2023 for Personal Property Tax Replacement for July 2023.

RECOMMENDATION: It is recommendation that the total payments of \$28,741.33 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

July 11, 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 July 2023.

Month	Village Payment	Percentage	MPLD Share
July 2023	\$ 364,876.58	0.07877	\$ 28,741.33

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,

A handwritten signature in black ink, appearing to read "Leighton Shell", written in a cursive style.

**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. Erica Sanchez, Maywood Public Library District Board Treasurer

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, Nafisco, Inc

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #00015854 dated 4/28/2023 for the purchase of street signs for The Village of Maywood Public Works Department.

RECOMMENDATION: It is recommendation that the total payments of \$10,525.90 be approved for payment. The expense account to be charged: 01-50-60600.

NAFISCO, Inc.

808 Forestwood Drive
 Romeoville, IL 60446
 815-372-3300
 Fax 815-372-3315

SALES INVOICE

Invoice Date	Invoice No.
4/28/2023	00015854

Terms: Net 30 Days

Village of Maywood
 Finance Department
 40 Madison Street
 Maywood, IL 60153

Job ID: 006033
 General Sales 2023

Customer	Customer Job No.	Customer P.O. No.	Period Covered	Foreman Name / Phone#		
MAYWOOD		Verbal John West	4/28/2023 - 4/28/2023			
Date	Description		Qty	Price	Total	
04/28/23	12x18 HIP Caution Children At Play		20	\$26.19	\$523.80	
04/28/23	18x24 HIP B/W One Way Left		30	\$41.58	\$1,247.40	
04/28/23	18x24 HIP B/W One Way Right		30	\$41.58	\$1,247.40	
04/28/23	18x24 HIP R/W No Truck Parking		10	\$41.58	\$415.80	
04/28/23	24x24 HIP B/Y Deaf Child		10	\$49.68	\$496.80	
04/28/23	24x24 HIP B/R/W No U Turn		10	\$58.13	\$581.30	
04/28/23	24x24 HIP R3-1 No Right Turn		10	\$58.13	\$581.30	
04/28/23	24x24 HIP R3-2 No Left Turn		10	\$58.13	\$581.30	
04/28/23	30x30 FYG S1-1 School Crossing		10	\$103.68	\$1,036.80	
04/28/23	24x24 HIP Stop sign		40	\$35.00	\$1,400.00	
04/28/23	30x30 HIP Do Not Enter		30	\$58.30	\$1,749.00	
04/28/23	AB-10 Strapping Kit		25	\$23.60	\$590.00	
04/28/23	Delivery Charge - Nafisco Truck		1	\$75.00	\$75.00	

Note: The * indicates taxable items.

EQUIPMENT RENTAL TOTAL	\$0.00
SALES/ONE-TIME CHARGES	\$10,450.90
LABOR TOTAL	\$75.00
SALES TAX (8.5%)	\$0.00
TOTAL CHARGES	\$10,525.90
PLEASE PAY THIS AMOUNT	\$10,525.90

\$ 10,525.90


Recommended To Be Paid

Account Head: Job

Expense Acct: 01-50-60600

Date: 6/29/23 PO # _____

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, Schroeder Asphalt Services, Inc

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #2023-273 dated 07/19/2023 for construction on the referenced project that begins June 15, 2023. The project involves roadway improvements to 19th Avenue from VanBuren Street to Winfield Scott Park, Huron Street from 5th Avenue to 4th Avenue, and 6th Avenue from Hugh Muir Lane to Walton Street. The work along all of the above mentioned roadways will include pavement milling, patching as needed with 8" Portland Cement Concrete Base Course, intermittent removal and replacement of the concrete curb and gutter and driveways, intermittent sidewalk replacement, replacement of ADA compliant roadway crossings, drainage structure repairs as observed through field inspection, combined sewer repairs as observed through television inspection, installation of 1" hot-mix asphalt level binder course and 2" of hot-mix asphalt surface course, thermoplastic pavement markings, landscaping restoration, and other ancillary items.

The work represented on this pay estimate includes work performed between June 15, 2023, and July 14th, 2023. Generally, the work performed within this period includes sewer repairs, installation of drainage structures and storm sewer laterals, as well as removal and replacement of curb, gutter, and flatwork. We have reviewed the work performed and have found the work represented by the quantities on the estimate satisfactorily completed to date. We have reviewed the current project quantities with representatives of Schroeder Asphalt Services, Inc and have found them to be accurate.

RECOMMENDATION: It is recommendation that the total payment of \$77,851.13 be approved for payment. The expense account to be charged: CDBG.

July 19, 2023

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

Re: 2023 CDBG Roadway Improvements Project
Pay Estimate No. 1

Dear Mr. Krischke:

Schroeder Asphalt Services, Inc., of Huntley, Illinois began construction on the referenced project on June 15, 2023.

The project involves roadway improvements to 19th Avenue from VanBuren Street to Winfield Scott Park, Huron Street from 5th Avenue to 4th Avenue, and 6th Avenue from Hugh Muir Lane to Walton Street. The work along all of the above mentioned roadways will include pavement milling, patching as needed with 8" Portland Cement Concrete Base Course, intermittent removal and replacement of the concrete curb and gutter and driveways, intermittent sidewalk replacement, replacement of ADA compliant roadway crossings, drainage structure repairs as observed through field inspection, combined sewer repairs as observed through television inspection, installation of 1" hot-mix asphalt level binder course and 2" of hot-mix asphalt surface course, thermoplastic pavement markings, landscaping restoration, and other ancillary items.

The work represented on this pay estimate includes work performed between June 15, 2023 and July 14, 2023. Generally, the work performed within this period includes sewer repairs, installation of drainage structures and storm sewer laterals, as well as removal and replacement of concrete curb and gutter and flatwork. 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 Schroeder Asphalt Services, Inc., and have found them to be accurate.

We therefore recommend that the Village of Maywood approve the payment of the Contractor's Invoice No. 2023-273 in the amount of \$77,851.13. We have attached the Contractor's Affidavit and Waivers of Lien for this Pay Estimate No. 1. The construction of the project will be primarily funded by Cook County CDBG in the amount of \$200,000, with the remainder of the project to be funded through the General Fund.

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

July 19, 2023

Page 2 of 2

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.

A handwritten signature in cursive script, appearing to read "William O. Peterhansen", is written above a solid horizontal line.

William Peterhansen, P.E., CFM

cc: Mr. John West, Director of Public Works
Mr. Lenard Lynn, Schroeder Asphalt Services, Inc.

2023 CDBG Roadway Improvements Project
 Owner: Village of Maywood
 Contractor: Schroeder Asphalt Services, Inc.
 Engineer: Hancock Engineering Co.
 Engineer's Pay Estimate No. 1
 Date: 07/19/2023

No.	Item	Unit	AWARDED		QUANTITY			Amount	
			Quantity	Value	Overage	Remaining	Completed		Unit Price
1	Combination Curb and Gutter Removal	Foot	260	2,860.00		62	198	11.00	\$ 2,178.00
2	Sidewalk Removal	SqFt	3,250	5,687.50		163	3,087	1.75	5,402.25
3	Hot-Mix Asphalt Surface Removal, Variable Depth	SqYd	5,200	20,800.00		5,200	-	4.00	-
4	8" Diameter, PVC Combined Sewer Pipe Replacement	Foot	8	8,800.00		-	8	1,100.00	8,800.00
5	Additional 8" Dia., PVC Comb Sewer Pipe Replacement	Foot	4	4.40		4	-	1.10	-
6	6" Diameter, PVC Sanitary Sewer Service Pipe	Foot	4	4.40		4	0	1.10	-
7	8"x6" PVC Sewer Service Connections	Each	1	825.00		-	1	825.00	825.00
8	Trench Backfill	CuYd	20	22.00		10	10	1.10	11.00
9	Frames and Lids to be Adjusted	Each	10	6,250.00		10	-	625.00	-
10	Pavement Removal	SqYd	700	15,400.00		700	-	22.00	-
11	Structure to be Reconstructed	Each	1	3,000.00		-	3	3,000.00	9,000.00
12	Frames and Lids	Each	4	1,540.00		4	-	385.00	-
13	Combination Curb and Gutter, Type B-6.12 (Modified)	Foot	260	11,960.00		62	198	46.00	9,108.00
14	Portland Cement Concrete Sidewalk, 5"	SqFt	3,250	35,750.00		163	3,087	11.00	33,957.00
15	Detectable Warnings	SqFt	220	12,100.00		10	210	55.00	11,550.00
16	Portland Cement Concrete Base Course, 8"	SqYd	700	49,700.00		680	20	71.00	1,420.00
17	Deformed Tie Bars	Each	450	4,950.00		450	-	11.00	-
18	Bituminous Materials (Tack Coat) SS-1	Gallon	550	1,925.00		550	-	3.50	-
19	Hot-Mix Asphalt - Longitudinal Joint Sealant	Foot	1,725	9,487.50		1,725	-	5.50	-
20	Leveling Binder (Machine Method), N50	Ton	430	47,300.00		430	-	110.00	-
21	Hot-Mix Asphalt Surface Course, Mix D, N50	Ton	550	57,750.00		550	-	105.00	-
22	Mixture for Cracks, Joints, and Flangeways	Ton	4	1,000.00		4	-	250.00	-
23	Temporary Pavement Markings (Special)	Foot	250	1,625.00		250	-	6.50	-
24	Topsoil Placement, 3"	SqYd	500	5,500.00		500	-	11.00	-
25	Sodding	SqYd	500	5,500.00		500	-	11.00	-
26	Supplemental Watering	Unit	20	1,100.00		20	-	55.00	-
27	Inlet Filters	Each	29	4,785.00		29	-	165.00	-
28	Traffic Control and Protection	LS	1	8,500.00		0.50	0.50	8,500.00	4,250.00

Total \$324,125.80
 Retainer (10%) \$ 86,501.25
 Less Previous Pay Estimates \$ 8,650.13

Total Amount Due, Estimate No. 1 \$ 77,851.13

SCHROEDER

ASPHALT SERVICES, INC.

PO BOX 831
HUNTLEY, IL 60142

PHONE: 815-923-4380
FAX: 815-923-4389

Bill To
VILLAGE OF MAYWOOD c/o HANCOCK ENGINEERING 9933 ROOSEVELT RD. WESTCHESTER, IL. 60154

Invoice

Date	Invoice #
7/19/2023	2023-273

Project
2023 CDBG ROADWAY IMP - 23053

Description	Unit	Quantity	Unit Price	Amount
Pay Estimate #1		1	86,501.25	86,501.25
Less 10% Retention		1	-8,650.12	-8,650.12
Total				\$77,851.13
Payments/Credits				\$0.00
Balance Due				\$77,851.13

Invoice #2023-273

Invoice Date: 7/19/2023

Dates Billed: to 7/19/2023

PO #

Job Name: 2023 CDBG Roadway Improvements Project

Job #23053

Owner

Village of Maywood
40 Madison Street
Maywood, IL 60153

Contractor

Schroeder Asphalt Services, Inc.
P.O. Box 831
Huntley, IL 60142

Line	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities Billed	Current Quantities	Quantities Billed to Date	Current Amount	Amount to Date
1	CC&G Removal	260	ft	\$ 11.00	\$ 2,860.00	0	198	198	\$ 2,178.00	\$ 2,178.00
2	Sidewalk Removal	3,250	sf	\$ 1.75	\$ 5,687.50	0	3087	3087	\$ 5,402.25	\$ 5,402.25
3	HMA Surface Removal, Variable Depth	5,200	sy	\$ 4.00	\$ 20,800.00	0	0	0	\$ -	\$ -
4	8" Dia, PVC Combined Sewer Pipe Replacement	8	ft	\$ 1,100.00	\$ 8,800.00	0	8	8	\$ 8,800.00	\$ 8,800.00
5	Add 8" Dia, PVC Combined Sewer Pipe Replacemer	4	ft	\$ 1.10	\$ 4.40	0	0	0	\$ -	\$ -
6	6" Dia, PVC Sanitary sewer Service Pipe	4	ft	\$ 1.10	\$ 4.40	0	0	0	\$ -	\$ -
7	8" x 6" PVC Sewer Service Connections	1	ea	\$ 825.00	\$ 825.00	0	1	1	\$ 825.00	\$ 825.00
8	Trench Backfill	20	cy	\$ 1.10	\$ 22.00	0	10	10	\$ 11.00	\$ 11.00
9	Frames & Lids to be adjusted	10	ea	\$ 625.00	\$ 6,250.00	0	0	0	\$ -	\$ -
10	Pavement Removal	700	sy	\$ 22.00	\$ 15,400.00	0	0	0	\$ -	\$ -
11	Structure to be Reconstructed	1	ea	\$ 3,000.00	\$ 3,000.00	0	3	3	\$ 9,000.00	\$ 9,000.00
12	Frames & Lids to be adjusted	4	ea	\$ 385.00	\$ 1,540.00	0	0	0	\$ -	\$ -
13	NCC&G Type B-6.12 (Modified)	260	ft	\$ 46.00	\$ 11,960.00	0	198	198	\$ 9,108.00	\$ 9,108.00
14	OPCC Sidewalk 5"	3,250	sf	\$ 11.00	\$ 35,750.00	0	3087	3087	\$ 33,957.00	\$ 33,957.00
15	Detectable Warnings	220	sf	\$ 55.00	\$ 12,100.00	0	210	210	\$ 11,550.00	\$ 11,550.00
16	PCC Base Course 8"	700	sy	\$ 71.00	\$ 49,700.00	0	20	20	\$ 1,420.00	\$ 1,420.00
17	Deformed Tie Bars	450	ea	\$ 11.00	\$ 4,950.00	0	0	0	\$ -	\$ -
18	Bituminous Materials (Tack Coat) SS-1	550	gal	\$ 3.50	\$ 1,925.00	0	0	0	\$ -	\$ -
19	HMA Longitudinal Joint Sealant	1,725	ft	\$ 5.50	\$ 9,487.50	0	0	0	\$ -	\$ -
20	Leveling Binder (Machine Method, N50	430	ton	\$ 110.00	\$ 47,300.00	0	0	0	\$ -	\$ -
21	HMA Surface Course, Mix D, N50	550	ton	\$ 105.00	\$ 57,750.00	0	0	0	\$ -	\$ -
22	Mixture for Cracks, Joints Nd Flangeways	4	ton	\$ 250.00	\$ 1,000.00	0	0	0	\$ -	\$ -
23	Temporary Pavement Marking (Special)	250	ft	\$ 6.50	\$ 1,625.00	0	0	0	\$ -	\$ -
24	Topsoil Placement 3"	500	sy	\$ 11.00	\$ 5,500.00	0	0	0	\$ -	\$ -
25	Sodding	500	sy	\$ 11.00	\$ 5,500.00	0	0	0	\$ -	\$ -
26	Supplemental Watering	20	unit	\$ 55.00	\$ 1,100.00	0	0	0	\$ -	\$ -
27	Inlet Filters	29	ea	\$ 165.00	\$ 4,785.00	0	0	0	\$ -	\$ -
28	Traffic Control & Protection	1	ls	\$ 8,500.00	\$ 8,500.00	0	0.5	0.5	\$ 4,250.00	\$ 4,250.00
29					\$ -	0	0	0	\$ -	\$ -

Original Contract Amount \$ 324,125.80
Change Order Amount \$ -
Total Contract \$ 324,125.80

Work Completed to Date	\$	86,501.25
	\$	-
Total Complete/Stored/Pendin	\$	86,501.25
Less Retainage	\$	8,680.13
Total (Less Retainage)	\$	77,851.13
Adjustments	\$	-
Less Previously Requested	\$	-
Amount Due This Request	\$	77,851.13

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS }
COUNTY OF McHENRY } SS

Gty #
Loan #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Maywood
to furnish Asphalt Paving
for the premises known as 2023 CDBG Roadway Improvements Project
of which Village of Maywood is the owner.

The undersigned, for and in consideration of Seventy Seven Thousand Eight Hundred Fifty One Dollars 13/100
\$77,851.13 Dollars, and other good and valuable considerations, 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 thereon, and on the material, fixtures, apparatus or machinery
furnished, and on moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, materials,
fixtures, apparatus or machinery, furnished, to this date, by the undersigned for the above-described premises, INCLUDING
EXTRAS.*

DATE 07/19/23 COMPANY NAME Schroeder Asphalt Services, Inc.
ADDRESS PO Box 831, Huntley, IL 60142

SIGNATURE AND TITLE [Signature], Corporate Secretary

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

STATE OF ILLINOIS }
COUNTY OF McHENRY } SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Jennifer Griebel BEING DULLY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) Corporate Secretary OF
(COMPANY NAME) Schroeder Asphalt Services, Inc. WHO IS THE
CONTRACTOR FURNISHING Asphalt Paving WORK ON THE BUILDING
LOCATED AT Various Locations
OWNED BY Village of Maywood

That the total amount of the contract including extras is \$324,125.80 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 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:

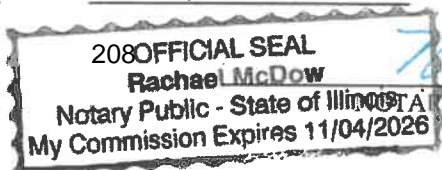
Table with 6 columns: NAMES, WHAT FOR, CONTRACT PRICE, AMOUNT PAID, THIS PAYMENT, BALANCE DUE. Rows include Schroeder Asphalt Services, Inc., DiNatale Construction, and Suburban General Construction, Inc.

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 stated above.


DATE: 07/19/23 SIGNATURE: [Signature], Corporate Secretary

SUBSCRIBED AND SWORN TO ME BEFORE THIS 19th DAY OF July, 2023

*EXTRAS INCLUDE 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 
DATE: August 2, 2023
SUBJECT: Payment Approval, Schroeder Asphalt Services, Inc

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #2023-272 dated 07/19/2023 for construction on the referenced project June 22, 2023. The project involves roadway improvements along 4th Avenue from Washington Boulevard to Oak Street. The scope of work includes complete removal and replacement of concrete curb and gutter, concrete driveway aprons, intermittent replacement of deteriorated sidewalk, placement of ADA compliant roadway crossings, repair/replacement of utility structures as needed, repairs to the combined sewer, replacement of drainage structures and sewer laterals at intersections, full depth pavement patching with concrete base course, pavement milling to the existing brick or concrete base course, resurfacing with 1” of hot-mix asphalt leveling binder and 2” of hot-mix asphalt surface course, landscape restoration, pavement markings and other related improvements.

The work represented on this pay estimate includes work performed between June 22, 2023, and July 14th, 2023. Generally, the work performed within this period includes sewer repairs, installation of drainage structures and storm sewer laterals, as well as removal and replacement of curb, gutter, and flatwork. We have reviewed the work performed and have found the work represented by the quantities on the estimate satisfactorily completed to date. We have reviewed the current project quantities with representatives of Schroeder Asphalt Services, Inc and have found them to be accurate.

RECOMMENDATION: It is recommendation that the total payment of \$268,807.72 be approved for payment. The expense account to be charged: To be determined.

July 19, 2023

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

Re: 2022 Roadway Improvements Project – “Contract B”
Pay Estimate No. 1

Dear Mr. Krischke:

Schroeder Asphalt Services, Inc., of Huntley, Illinois began construction on the referenced project on June 22, 2023.

The project involves roadway improvements along 4th Avenue from Washington Boulevard to Oak Street. The scope of work includes complete removal and replacement of concrete curb and gutter, concrete driveway aprons, intermittent replacement of deteriorated sidewalk, placement of ADA compliant roadway crossings, repair/replacement of utility structures as needed, repairs to the combined sewer, replacement of drainage structures and sewer laterals at intersections, full depth pavement patching with concrete base course, pavement milling to the existing brick or concrete base course, resurfacing with 1” of hot-mix asphalt leveling binder and 2” of hot-mix asphalt surface course, landscaping restoration, pavement markings and other related improvements.

The work represented on this pay estimate includes work performed between June 22, 2023 and July 14, 2023. Generally, the work performed within this period includes sewer repairs, installation of drainage structures and storm sewer laterals, as well as removal and replacement of concrete curb and gutter and flatwork. 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 Schroeder Asphalt Services, Inc., and have found them to be accurate.

We therefore recommend that the Village of Maywood approve the payment of the Contractor’s Invoice No. 2023-272 in the amount of \$268,807.72. We have attached the Contractor’s Affidavit and Waivers of Lien for this Pay Estimate No. 1. The construction of the project is eligible to be funded 100% through the Madison Street TIF.

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



William Peterhansen, P.E., CFM

July 19, 2023

Page 2 of 2

cc: Mr. John West, Director of Public Works
Mr. Lenard Lynn, Schroeder Asphalt Services, Inc.

2022 Roadway Improvements Project "Contract B"
 Owner: Village of Maywood
 Contractor: Schroeder Asphalt Services, Inc.
 Engineer: Hancock Engineering Co.
 Engineer's Pay Estimate No. 1
 Date: 07/19/2023

No.	Item	Unit	AWARDED		QUANTITY			Unit Price	Amount
			Quantity	Value	Overage	Remaining	Completed		
1	Combination Curb and Gutter Removal	Foot	3,080	16,940.00		1,622	1,458	5.50	8,019.00
2	Sidewalk Removal	SqFt	8,000	10,560.00		4,348	3,652	1.32	4,820.64
3	Driveway Pavement Removal	SqYd	580	9,570.00		251	329	16.50	5,428.50
4	Pavement Removal	SqYd	1,800	27,900.00		1,800	-	15.50	-
5	Incidental Hot-Mix Asphalt Surface Removal	SqYd	250	3,000.00		250	-	12.00	-
6	Hot-Mix Asphalt Surface Removal, Variable Depth	SqYd	5,500	22,000.00		5,500	0	4.00	-
7	6" Inset Valve	Each	1	14,850.00		-	1	14,850.00	14,850.00
8	Valve Vault, Type A, 4' Diameter, Type 1 Frame, CL	Each	1	3,575.00		-	1	3,575.00	3,575.00
9	8" Diameter, PVC Combined Sewer Pipe Replacement	Foot	117	56,745.00		-	117	485.00	56,745.00
10	Additional 8" Dia., PVC Comb Sewer Pipe Replacement	Foot	62	93.00		62	-	1.50	-
11	6" Diameter, PVC Sanitary Sewer Service Pipe	Foot	55	82.50		30	25	1.50	37.50
12	8"x6" PVC Sewer Service Connection	Each	11	6,237.00		5	6	567.00	3,402.00
13	10" Diameter, PVC Storm Sewer Pipe	Foot	325	26,812.50		21	304	82.50	25,080.00
14	Trench Backfill	CuYd	200	220.00		50	150	1.10	165.00
15	Inlet, Type A, Type 1 Frame, Open Lid	Each	3	8,250.00		-	4	2,750.00	11,000.00
16	Restricted Depth CB, 4' Dia., Type 1 Frame, OL	Each	7	26,180.00		1	6	3,740.00	22,440.00
17	Restricted Depth Manhole, 4' Dia., Type 1 Frame, CL	Each	1	8,250.00		-	1	8,250.00	8,250.00
18	Connection to Existing Structure	Each	4	440.00		-	4	110.00	440.00
19	Frames and Lids to be Adjusted	Each	12	6,816.00		12	-	568.00	-
20	Structure to be Reconstructed	Each	3	9,150.00		-	4	3,050.00	12,200.00
21	Frames and Lids	Each	7	3,535.00		7	-	505.00	-
22	Structure to be Removed	Each	11	1,815.00		-	11	165.00	1,815.00
23	Water Service Boxes and Valve Boxes to be Adjusted	Each	5	605.00		2	3	121.00	363.00
24	Combination Curb and Gutter, Type B-6.12 (Modified)	Foot	2,800	84,000.00		1,700	1,100	30.00	33,000.00
25	Concrete Curb, Type B	Foot	280	9,240.00		22	258	33.00	8,514.00
26	Portland Cement Concrete Sidewalk, 5"	SqFt	6,750	57,037.50		3,472	3,278	8.45	27,699.10
27	Detectable Warnings	SqFt	280	9,240.00		180	100	33.00	3,300.00
28	Portland Cement Concrete Driveway Pavement, 7"	SqYd	580	54,230.00		251	329	93.50	30,761.50
29	Portland Cement Concrete Base Course, 8"	SqYd	1,800	135,000.00		1,679	121	75.00	9,075.00
30	Deformed Tie Bars	Each	250	2,750.00		250	-	11.00	-
31	Aggregate for Temporary Access	Ton	15	330.00		5	10	22.00	220.00
32	Incidental Hot-Mix Asphalt Surfacing	Ton	40	4,000.00		40	-	100.00	-
33	Bituminous Materials (Tack Coat) SS-1	Gallon	1,100	3,300.00		1,100	-	3.00	-
34	Hot-Mix Asphalt - Longitudinal Joint Sealant	Foot	1,350	8,775.00		1,350	-	6.50	-
35	Leveling Binder (Machine Method), NSO	Ton	400	44,000.00		400	-	110.00	-
36	Hot-Mix Asphalt Surface Course, Mix D, NSO	Ton	675	69,525.00		675	-	103.00	-
37	Topsoil Placement, 3"	SqYd	2,000	17,600.00		2,000	-	8.80	-
38	Sodding	SqYd	2,000	22,000.00		2,000	-	11.00	-
39	Supplemental Watering	Unit	1	275.00		1	-	275.00	-
40	Inlet Filters	Each	17	2,805.00		2	15	165.00	2,475.00
41	Thermoplastic Pavement Marking - Line 6"	Foot	650	1,625.00		650	-	2.50	-
42	Thermoplastic Pavement Marking - Line 12"	Foot	375	1,500.00		375	-	4.00	-
43	Thermoplastic Pavement Marking - Line 24"	Foot	250	2,000.00		250	-	8.00	-
44	Polyurea Pavement Marking - Letters and Symbols	Sqft	275	2,200.00		275	-	8.00	-
45	Traffic Control and Protection	LS	1	10,000.00		0.50	0.50	10,000.00	5,000.00

Total \$ 805,058.50
 Retainer (10%) \$ 298,675.24
 Less Previous Pay Estimates \$ 29,867.52

Total Amount Due, Estimate No. 1

\$ 268,807.72

SCHROEDER

ASPHALT SERVICES, INC.

PO BOX 831
HUNTLEY, IL 60142

PHONE: 815-923-4380
FAX: 815-923-4389

Bill To

VILLAGE OF MAYWOOD
c/o HANCOCK ENGINEERING
9933 ROOSEVELT RD.
WESTCHESTER, IL. 60154

Invoice

Date	Invoice #
7/19/2023	2023-272

Project
2022 ROADWAY IMP CONTRACT B - 23052

Description	Unit	Quantity	Unit Price	Amount
Pay Estimate #1		1	298,675.24	298,675.24
Less 10% Retention		1	-29,867.52	-29,867.52
Total				\$268,807.72
Payments/Credits				\$0.00
Balance Due				\$268,807.72

Invoice #2023-272

Invoice Date: 7/19/2023

Dates Billed: to 7/19/2023

PO #

Job Name: 2022 Roadway Improvements Project "Contract B"

Job #: 23052

Owner

Village of Maywood

40 Madison Street

Maywood, IL 60153

Contractor

Schroeder Asphalt Services, Inc.

P.O. Box 831

Huntley, IL 60142

	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities Billed	Current Quantities	Quantities Billed to Date	Current Amount	Amount to Date
1	CC&G Removal	3,080	ft	\$ 5.50	\$ 16,940.00	0	1458	1,458	\$ 8,019.00	\$ 8,019.00
2	Sidewalk Removal	8,000	sf	\$ 1.32	\$ 10,560.00	0	3652	3652	\$ 4,820.64	\$ 4,820.64
3	Driveway Pavement Removal	580	sy	\$ 16.50	\$ 9,570.00	0	329	329	\$ 5,428.50	\$ 5,428.50
4	Pavement Removal	1,800	sy	\$ 15.50	\$ 27,900.00	0	0	0	\$ -	\$ -
5	Incidental HMA Surface Removal	250	sy	\$ 12.00	\$ 3,000.00	0	0	0	\$ -	\$ -
6	HMA Surface Removal Variable Depth	5,500	sy	\$ 4.00	\$ 22,000.00	0	0	0	\$ -	\$ -
7	6" Inserta Valve	1	ea	\$ 14,850.00	\$ 14,850.00	0	1	1	\$ 14,850.00	\$ 14,850.00
8	Valve Vault, Type A 4' Dia, Type 1 Frame, closed lid	1	ea	\$ 3,575.00	\$ 3,575.00	0	1	1	\$ 3,575.00	\$ 3,575.00
9	8" Dia, PVC Combined Sewer Pipe Replacement	117	ft	\$ 485.00	\$ 56,745.00	0	117	117	\$ 56,745.00	\$ 56,745.00
10	Add 8" Dia PVC Combined Sewer Pipe Replacement	62	ft	\$ 1.50	\$ 93.00	0	0	0	\$ -	\$ -
11	6" Dia PVC Sanitary Sewer Service Pipe	55	ft	\$ 1.50	\$ 82.50	0	25	25	\$ 37.50	\$ 37.50
12	8" x 6" PVC Sewer Service Connection	11	ea	\$ 567.00	\$ 6,237.00	0	6	6	\$ 3,402.00	\$ 3,402.00
13	210" Dia PVC Storm Sewer Pipe	325	ft	\$ 82.50	\$ 26,812.50	0	304	304	\$ 25,080.00	\$ 25,080.00
14	5' Trench Backfill	200	cy	\$ 1.10	\$ 220.00	0	150	150	\$ 165.00	\$ 165.00
15	Inlet, Type A, Type 1, Frame, Open Lid	3	ea	\$ 2,750.00	\$ 8,250.00	0	4	4	\$ 11,000.00	\$ 11,000.00
16	Restricted Depth Catch Basin 4' Dia, Type 1 Frame, '1	7	ea	\$ 3,740.00	\$ 26,180.00	0	6	6	\$ 22,440.00	\$ 22,440.00
17	Restricted Depth Manhole 4' Dia, Type 1 Frame, Clo	1	ea	\$ 8,250.00	\$ 8,250.00	0	1	1	\$ 8,250.00	\$ 8,250.00
18	Connection to Existing Structure	4	ea	\$ 110.00	\$ 440.00	0	4	4	\$ 440.00	\$ 440.00
19	Frames & Lids to be adjusted	12	ea	\$ 568.00	\$ 6,816.00	0	0	0	\$ -	\$ -
20	Structure to be Reconstructed	3	ea	\$ 3,050.00	\$ 9,150.00	0	4	4	\$ 12,200.00	\$ 12,200.00
21	frames & Lids	7	ea	\$ 505.00	\$ 3,535.00	0	0	0	\$ -	\$ -
22	Structure to be Removed	11	ea	\$ 165.00	\$ 1,815.00	0	11	11	\$ 1,815.00	\$ 1,815.00
23	Water Service Boxes and Valve Boxes to be Adjuste	5	ea	\$ 121.00	\$ 605.00	0	3	3	\$ 363.00	\$ 363.00
24	CC&G, Type B-6.12 (Modified)	2,800	ft	\$ 30.00	\$ 84,000.00	0	1100	1100	\$ 33,000.00	\$ 33,000.00
25	Concrete Curb, Type B	280	ft	\$ 33.00	\$ 9,240.00	0	258	258	\$ 8,514.00	\$ 8,514.00
26	PCC Sidewalk 5"	6,750	sf	\$ 8.45	\$ 57,037.50	0	3278	3278	\$ 27,699.10	\$ 27,699.10
27	Detectable Warnings	280	sf	\$ 33.00	\$ 9,240.00	0	100	100	\$ 3,300.00	\$ 3,300.00
28	PCC Driveway Pavement 7"	580	sy	\$ 93.50	\$ 54,230.00	0	329	329	\$ 30,761.50	\$ 30,761.50
29	PCC Base Course 8"	1,800	sy	\$ 75.00	\$ 135,000.00	0	121	121	\$ 9,075.00	\$ 9,075.00
30	Deformed Tie Bars	250	ea	\$ 11.00	\$ 2,750.00	0	0	0	\$ -	\$ -
31	Aggregate for Temporary Access	15	ton	\$ 22.00	\$ 330.00	0	10	10	\$ 220.00	\$ 220.00
32	Incidental HMA Surfacing	40	ton	\$ 100.00	\$ 4,000.00	0	0	0	\$ -	\$ -
33	Bituminous Materials (Tack Coat) SS-1	1,100	gal	\$ 3.00	\$ 3,300.00	0	0	0	\$ -	\$ -

34	HMA Longitudinal Joint Sealant	1,350	ft	\$	6.50	\$	8,775.00	0	0	0	\$	-	0	\$	-
35	Leveling Binder (Machine Method), N50	400	ton	\$	110.00	\$	44,000.00	0	0	0	\$	-	0	\$	-
36	HMA Surface Course, Mix D, N50	675	ton	\$	103.00	\$	69,525.00	0	0	0	\$	-	0	\$	-
37	Topsoil Placement 3"	2,000	sy	\$	8.80	\$	17,600.00	0	0	0	\$	-	0	\$	-
38	Sodding	2,000	sy	\$	11.00	\$	22,000.00	0	0	0	\$	-	0	\$	-
39	Supplemental Watering	1	unit	\$	275.00	\$	275.00	0	0	0	\$	-	0	\$	-
40	Inlet Filters	17	ea	\$	165.00	\$	2,805.00	0	15	15	\$	2,475.00	0	\$	2,475.00
41	TPM Line 6"	650	ft	\$	2.50	\$	1,625.00	0	0	0	\$	-	0	\$	-
42	TPM Line 12"	375	ft	\$	4.00	\$	1,500.00	0	0	0	\$	-	0	\$	-
43	TPM Line 24"	250	ft	\$	8.00	\$	2,000.00	0	0	0	\$	-	0	\$	-
44	Polyurea Pavement Marking - Letters & Symbols	275	sf	\$	8.00	\$	2,200.00	0	0	0	\$	-	0	\$	-
45	Traffic Control & Protection	1	ls	\$	10,000.00	\$	10,000.00	0	0.5	0.5	\$	5,000.00	0	\$	5,000.00
46				\$		\$		0	0	0	\$	-	0	\$	-

Original Contract Amount \$ 805,058.50
Change Order Amount \$ -
Total Contract \$ 805,058.50

Work Completed to Date \$ 298,675.24

Total Complete/Stored/Pending \$ 298,675.24
Less Retainage \$ 29,867.52
Total (Less Retainage) \$ 268,807.72
Adjustments \$ -
Less Previously Requested \$ -
Amount Due This Request \$ 268,807.72

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS }
COUNTY OF McHENRY } SS

City # _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Maywood
to furnish Asphalt Paving
for the premises known as 2022 Roadway Improvements Project Contract "B"
of which Village of Maywood is the owner.

The undersigned, for and in consideration of Two Hundred Sixty Eight Thousand Eight Hundred Seven Dollars 72/100
\$268,807.72 Dollars, and other good and valuable considerations, 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 thereon, and on the material, fixtures, apparatus or machinery
furnished, and on moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, materials,
fixtures, apparatus or machinery, furnished, to this date, by the undersigned for the above-described premises, INCLUDING
EXTRAS.*

DATE 07/19/23 COMPANY NAME Schroeder Asphalt Services, Inc.
ADDRESS PO Box 831, Huntley, IL 60142

SIGNATURE AND TITLE [Signature], Corporate Secretary

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

STATE OF ILLINOIS }
COUNTY OF McHENRY } SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Jennifer Griebel BEING DULLY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) Corporate Secretary OF
(COMPANY NAME) Schroeder Asphalt Services, Inc. WHO IS THE
CONTRACTOR FURNISHING Asphalt Paving WORK ON THE BUILDING
LOCATED AT Various Locations
OWNED BY Village of Maywood

That the total amount of the contract including extras is \$805,058.50 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 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:

Table with 6 columns: NAMES, WHAT FOR, CONTRACT PRICE, AMOUNT PAID, THIS PAYMENT, BALANCE DUE. Rows include Schroeder Asphalt Services, Inc., DiNatale Construction, and Suburban General Construction, Inc.

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 stated above.


DATE: 07/19/23 SIGNATURE: [Signature], Corporate Secretary

SUBSCRIBED AND SWORN TO ME BEFORE THIS 19th DAY OF July, 2023

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

217 OFFICIAL SEAL Rachael McDow NOTARY PUBLIC
Notary Public - State of Illinois
My Commission Expires 11/04/2026

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, Utility Service Co.,

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #584936 dated 07/01/2023 for the 500,000 Pedisphere St Charles Road Tank-Quarterly.

RECOMMENDATION: It is recommendation that the total payments of \$8,561.70 be approved for payment. The expense account to be charged: 41-52-87000.
April 12, 2023

INVOICE

Correspondence Only:

UTILITY SERVICE CO., INC.
P. O. Box 1350
Perry, Georgia 31069
(478) 987-0303

Mail Payments to:

UTILITY SERVICE CO., INC.
P. O. Box 207362
DALLAS, TX 75320-7362
(478) 987-0303

BILL TO

VILLAGE OF MAYWOOD, IL
40 MADISON STREET
MAYWOOD, IL 60153

PLEASE INCLUDE THE INVOICE NUMBER ON PAYMENT

Customer Number: 37594


DUE UPON RECEIPT

<u>INV. #</u>	<u>INV DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TAX</u>	<u>TOTAL</u>
584936	01-JUL-23	500,000 PEDISPHERE ST CHARLES ROAD TANK- Quarterly	\$8,561.70	\$0.00	\$8,561.70
TOTAL DUE TO UTILITY SERVICE CO., INC.					\$8,561.70

Thank You For ²¹⁹Your Business

A 1.5% PER MONTH FINANCE CHARGE MAY BE CHARGED FOR ALL PAST DUE INVOICES.

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 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	05/20/2023-06/19/2023	\$25,631.55
422001-001	05/20/2023-06/19/2023	\$26,118.19

RECOMMENDATION: It is recommendation that the total payments of \$51,749.74 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



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



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 NUMBER	SERVICE DATES
422000-001	5/20/2023
USE OF MAIN E	6/19/2023

RETAIN THIS STUB FOR YOUR RECORDS	
CURRENT READ	CONSUMPTION
501,670	46350
Previous Balance	16,130.07
Penalties	0.00
Adjustments	0.00
Payments Received	(16,130.07)
Balance at Billing	0.00
WATER	25,631.55
Total Due	25,631.55

PLEASE RETURN THIS STUB WITH PAYMENT	
ACCOUNT #	AMOUNT DUE
422000-001	25,631.55
AFTER DUE DATE	
7/31/2023	25,887.87
REGISTER ACCOUNT WWW.MELROSE PARK.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



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



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

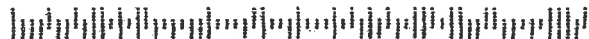
ACCOUNT NUMBER	SERVICE DATES
422001-001	5/20/2023
USE OF MAIN W	6/19/2023

RETAIN THIS STUB FOR YOUR RECORDS	
CURRENT READ	CONSUMPTION
638,800	47230
Previous Balance	36,923.24
Penalties	0.00
Adjustments	0.00
Payments Received	(36,923.24)
Balance at Billing	0.00
WATER	26,118.19
Total Due	26,118.19

PLEASE RETURN THIS STUB WITH PAYMENT	
ACCOUNT #	AMOUNT DUE
422001-001	26,118.19
AFTER DUE DATE	
7/31/2023	26,379.37
REGISTER ACCOUNT WWW.MELROSE PARK.ORG	




VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153



Pay water bills online at www.melrosepark.org

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 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.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
90814766	07/31/2023	\$21,618.60

RECOMMENDATION: It is recommendation that the total payments of \$21,618.60 be approved for payment. The expense account to be charged: Various Departments.



Invoice Statement

INVOICE NUMBER: 90814766
 ACCOUNT NAME: VILLAGE OF MAYWOOD (04)

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0496-00-653291-5	54800.00	31	JUL-31-2023	AUG-22-2023	21618.60

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
JUL-31-2023	Payment - Thank You		22382.38
JUL-31-2023	Fuel Purchases	21346.51	
JUL-31-2023	Other Purchases	62.09	
JUL-31-2023	Other Adjustments this Period	210.00	

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.

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
22382.38	22382.38	21618.60	0.00	21618.60

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	90814766
BILL CLOSING DATE	JUL-31-2023
AMOUNT DUE	21618.60
AMOUNT ENCLOSED	
PAYMENT DUE DATE	AUG-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

223


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

04960065329150000002161860 230822

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: August 2, 2023
SUBJECT: Payment Approval, Winkler Tree Service

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for various tree removals for the Village of Maywood Public Works Department.

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
16106	09/26/2022	\$18,399.36

RECOMMENDATION: It is recommendation that the total payments of \$18,399.36 be approved for payment. The expense account to be charged: 01-50-52400.



Winkler Tree & Lawn Care
 PO Box 1154
 La Grange Park, IL 60526
 708-544-1219

Municipal Tree Care Invoice #16106
 Date: 09/26/2022
 From: Pat Leatherman

Invoice For

Village of Maywood
 40 Madison St
 Maywood, IL 60153

main: (708) 491-8842
 mobile: (708) 450-4427
 obrown@maywood-il.org

Location

40 Madison St
 Maywood, IL 60153

Terms

Pay within 15 days of service

ITEM DESCRIPTION	AMOUNT
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Residential Removal - Tree and Stump	\$ 10,159.68
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Removal of Hazard Trees and Stumps from Monday, September 26th through Friday, September 30th. 105.83 labor hours @ \$96/hr

- 1930 S. 18th Avenue - Dead Silver Maple 48" - 34.5 labor hours - \$3,312.00
- 1607 S. 5th Avenue - Dead Ash 17" - 7.25 labor hours - \$696.00
- 202 S. 2nd Avenue - Dead Silver Maple 23" - 8.5 labor hours - \$816.00
- 411 S. 3rd Avenue - Storm Damaged Silver Maple 26" - 17.25 labor hours - \$1,656.00
- 1836 S. 5th Avenue - Dead Silver Maple 12" - 5.5 labor hours - \$528.00
- 1934 S. 6th Avenue - Dead Norway Maple 19" - 6.75 labor hours - \$648.00
- 1933 S. 18th Avenue - Dead Norway Maple 20" - 8 labor hours - \$768.00
- 1438 S. 21st Avenue - Storm Damaged Silver Maple 30" - 18.08 labor hours - \$1,735.68

The production crew will remove designated tree(s) and grind stump to a depth of 6-8" if possible. All tree material shall be removed from the project location unless specified by the client. The area ground will be left 2-3" above grade to allow for possible settling around where the stump had been.

Winkler will call in a public utility J.U.L.I.E. locate request once the work is accepted. A J.U.L.I.E. technician will then visit your property to mark and flag public utility locations. Only public utilities such as Common Wealth Edison, Nicor, People's Gas, Comcast, and AT&T are located by J.U.L.I.E.

It is the responsibility of the client to notify Winkler in writing of the location of any private utilities that could be damaged by the stump grinding. Private utility examples include invisible fencing, low voltage lighting, or private electric, gas, or cable lines. Winkler is not responsible for any damages caused to unmarked utilities.

Residential Pruning - Maintenance	\$ 8,239.68
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Hazard Limb Removal and Large Deadwood with Storm Damage Limb Removal for 57 trees to the immediate south of Maywood Park (85.83 labor hours @ \$96/hr)

- Oak St between 1st Ave & 5th Ave - 9 trees
- 2nd Ave between Oak St & Randolph St - 14 trees
- 3rd Ave between Oak St & Randolph St - 20 trees
- 4th Ave between Oak St & Randolph St - 14 trees

The production crew will prune trees to the ANSI A300 standard which includes removal of deadwood, clearance pruning, and selective interior thinning as required of the species being pruned. Deadwood removal will be done regardless of branch size and will leave the tree as balanced as possible for future growth. Crown raising will be done as specified to the tree being



Winkler Tree & Lawn Care
 PO Box 1154
 La Grange Park, IL 60526
 708-544-1219

Municipal Tree Care Invoice #16106

Date: 09/26/2022
 From: Pat Leatherman

pruned. Clearance pruning shall be done to clear any right-of-way such as roads, driveways, sidewalks, and trails. Clearance pruning shall include removing and tipping back limbs which encroach on or touch structures such as buildings, sheds, or detached garages. Interior trimming shall be done to allow greater future growth of the tree while reducing the risk for possible storm damage. All storm damaged limbs will be removed if already present in tree.

We are currently upgrading our systems to serve you better. If you have questions about services, payment, or this invoice, please do not hesitate to contact us.

INVOICE TOTAL \$ 18,399.36

DUE DATE 10/11/2022

\$ 18,399.36

RECOMMENDED TO BE PAID	
DATE:	<i>7/19/23</i>
DEPT HEAD:	<i>Job</i>
EXPENSE ACCT:	<i>101-50-52400</i>
PO#	

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 2115 S. 5TH AVE	CODE ENFORCEMENT	95.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1101 ROOSEVELT RD.	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1518 S. 8TH AVE	CODE ENFORCEMENT	150.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1835 S. 6TH AVE	CODE ENFORCEMENT	120.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 5TH & WASHINGTON	TIF ADMINISTRATION	4,350.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1600 S. 3RD AVE	CODE ENFORCEMENT	650.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 623 S. 16TH AVE	CODE ENFORCEMENT	450.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1835 S. 6TH AVE	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1201 S. 15TH AVE	CODE ENFORCEMENT	160.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1716 S. 8TH AVE	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1600 S. 13TH AVE	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -311 S. 11TH AVE.	CODE ENFORCEMENT	150.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -1508 S. 7TH AVE	CODE ENFORCEMENT	300.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -305 S. 11TH AVE.	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1411 S. 18TH AVE	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 5TH & LEXINGTON	CODE ENFORCEMENT	50.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 302 N. 1ST AVE.	CODE ENFORCEMENT	350.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 110 S. 12TH AVE	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 2030 S. 4TH AVE	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 149 S. 18TH AVE	CODE ENFORCEMENT	200.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1205 S. 5TH AVE	CODE ENFORCEMENT	50.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1627 S. 21ST AVE	CODE ENFORCEMENT	200.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1205 S. 8TH AVE	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 417 S. 7TH AVE	CODE ENFORCEMENT	350.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -1214 ST. CHARLES RD	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -1222 ST. CHARLES RD	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 2007 ST. CHARLES RD.	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -1110 S. 9TH AVE	CODE ENFORCEMENT	200.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -1401 ST. CHARLES RD	CODE ENFORCEMENT	200.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -600 S. 12TH AVE	CODE ENFORCEMENT	200.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -1320 S. 21ST	CODE ENFORCEMENT	200.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -1518 S. 8TH	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -227 S. 19TH AVE	CODE ENFORCEMENT	200.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1239 S. 19TH AVE	CODE ENFORCEMENT	100.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1513 ST. CHARLES RD	CODE ENFORCEMENT	100.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 1413 S. 8TH AVE	CODE ENFORCEMENT	200.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -1200 ORCHARD AVE	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -1400 ORCHARD AVE	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -1204 S. 4TH	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 623 S. 16TH AVE.	CODE ENFORCEMENT	100.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 304 S. 5TH AVE.	CODE ENFORCEMENT	150.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -303 S. 2ND AVE.	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING -315 S. 11TH AVE	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 130 S. 9TH AVE	CODE ENFORCEMENT	250.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 303 S. 10TH AVE	CODE ENFORCEMENT	200.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 125 S. 5TH AVE	LAND & BUILDINGS	150.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING/CUTTING TREES - 1032 S. 7	CODE ENFORCEMENT	575.00
109874	A-1 Cutting Edge Landscaping	LANDSCAPING - 31 N. 8TH AVE.	CODE ENFORCEMENT	175.00
Total 109874:				15,125.00
109875	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	429.50
109875	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	409.97
Total 109875:				839.47
109876	AT&T	FIN-708R0600499513 2/17-3/16/2023	CENTRAL SERVICES	7,099.07

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109876:				7,099.07
109877	AT&T	FIR-708Z5305408001	CENTRAL SERVICES	3,188.05
Total 109877:				3,188.05
109878	BLUE CROSS BLUE SHIELD	HEALTH INS COVERAGE *JULY 2023	CENTRAL SERVICES	383,264.16
Total 109878:				383,264.16
109879	CAMIC JOHNSON LTD	ADMINISTRATIVE HEARINGS (6/2/2023 & 6/	CODE ENFORCEMENT	450.00
Total 109879:				450.00
109880	CITY OF CHICAGO-	ACCT #432533-432533 1/20-2/17/2023	WATER COLLECTIONS	142,866.27
Total 109880:				142,866.27
109881	D & K SERVICE	FIR-500, 501 AND 508 SAFETY INSPECTION	FIRE	120.00
Total 109881:				120.00
109882	Domonique Watson	COORDINATOR PAY 6/19-7/1/2023		1,260.00
109882	Domonique Watson	REIMB. REFRESHMENTS *CARIBBEAN FES	PRESIDENT & TRUSTEES	104.00
Total 109882:				1,364.00
109883	DUSTIN MAULDIN	REFUND BILLING ERROR	WATER COLLECTIONS	569.00
Total 109883:				569.00
109884	Elroy Miller	LANDSCAPING FOR VARIOUS VACANT PR	CODE ENFORCEMENT	2,250.00
Total 109884:				2,250.00
109885	FIRST INSURANCE FUNDING	GENERAL LIAB INS PMT *JULY 2023	CENTRAL SERVICES	53,789.26
Total 109885:				53,789.26
109886	FLEET SERVICES	FUEL *POLICE	POLICE	8,801.95
109886	FLEET SERVICES	FUEL *POLICE	POLICE	8,750.44
Total 109886:				17,552.39
109887	Franciso Alvarez	INSTALL NEW OUTLETS/INSTALL OF LIGHT	PARKS & RECREATION	3,300.00
Total 109887:				3,300.00
109888	Globe Life Liberty National Division	PAYROLL DEDUCTIONS JUNE 2023		7,227.23
Total 109888:				7,227.23
109889	ILLINOIS FIRE & POLICE	COMMISSIONER BADGES	POLICE & FIRE COMMISSION	225.00
Total 109889:				225.00
109890	IMANI HARDY	MUSIC PERFORMANCE *CARIBBEAN FEST	SPECIAL EVENT REVENUE	100.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109890:				100.00
109891	Kendall Silas	HOMELAND SECURITY *PAYROLL 06.24.23	POLICE	576.80
Total 109891:				576.80
109892	MCKESSON MEDICAL-SURGICAL INC	FIR-SUCTION CATHEDERS	FIRE	14.70
Total 109892:				14.70
109893	PROCHAMPS	REPLACEMENT CHECK #S 108133/109542	CORPORATE	15,668.00
Total 109893:				15,668.00
109894	RAMROD DISTRIBUTORS, INC	MAINTENANCE SUPPLIES FOR THE VILLA	LAND & BUILDINGS	2,667.60
Total 109894:				2,667.60
109895	READY REFRESH BY NESTLE	FIN-EQUIPMENT RENTAL	FINANCE	16.05
Total 109895:				16.05
109896	Sheron Stingley	COORDINATOR PAY 6/19-7/1/2023		1,380.00
Total 109896:				1,380.00
109897	South West Industries, Inc.	ELEVATOR MAINTENANCE - 200 S. 5TH AV	CODE ENFORCEMENT	165.00
Total 109897:				165.00
109898	WIGIT'S TRUCK SERVICE	FIR-TRUCK 502 REAPLACED THE VEHICLE	FIRE	1,334.21
Total 109898:				1,334.21
109899	ACCUTRON	COMPUTER CNLSTING SVCS *JULY 2023	MANAGEMENT INFORMATION SYSTE	7,916.66
Total 109899:				7,916.66
109900	ACQUA CONTRACTORS CORP	I-290 CORRIDOR STORM SEWER SEPARAT	CDBG	717,436.94
Total 109900:				717,436.94
109901	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 6/24-7/09/2023	POLICE & FIRE COMMISSION	800.00
Total 109901:				800.00
109902	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	420.89
Total 109902:				420.89
109903	AUTOZONE	FIR-AUTOMOBILE BULBS AND WIPER BLA	FIRE	46.07
Total 109903:				46.07
109904	CHICAGO CLEANING CONCIERGE	CONTRACTOR/CLEANING SERVICE FOR VI	LAND & BUILDINGS	7,500.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109904:				7,500.00
109905	MARK DWYER	PAYROLL - PLUMBER (6/26/2023-7/7/2023)	CODE ENFORCEMENT	1,500.00
Total 109905:				1,500.00
109906	QUICKET SOLUTIONS, INC.	ANNUAL HARDWARE LEASE	POLICE	26,401.81
Total 109906:				26,401.81
109907	Alana Trine Murray	CPR TRAINING 6/13/2023		60.00
Total 109907:				60.00
109908	Ariel M Byrd	CPR TRAINING 6/13/2023		90.00
Total 109908:				90.00
109909	Benjamin Historic Certifications, LLC	HISTORIC DISTRICT	TIF ADMINISTRATION	7,000.00
Total 109909:				7,000.00
109910	CIVIC SYSTEMS, LLC	SEMI ANNUAL SOFTWARE SUPPORT JUL-	FINANCE	10,288.00
Total 109910:				10,288.00
109911	D&A CANDY CORNER AND MORE	DAILY MEALS *SUMMER YOUTH PROGRA		899.90
Total 109911:				899.90
109912	Dionte Robinson	HOMELAND SECURITY ADMIN 6/19-7/8/202		2,020.00
Total 109912:				2,020.00
109913	FIRE SERVICE INCORPORATED	FIR-507 CERTIFICATION PREPARATION AN	FIRE	5,504.77
Total 109913:				5,504.77
109914	Flex	FLEX ONLINE	CENTRAL SERVICES	350.00
Total 109914:				350.00
109915	Franzen Plumbing	FIR-URINAL REPAIR AT FIRE STATION NO 2	FIRE	250.00
Total 109915:				250.00
109916	Ian Canovi	CONSULTING SERVICES WK END 7/7/2023	COMMUNITY DEVELOPMENT	1,165.00
Total 109916:				1,165.00
109917	ILLINOIS CITY/COUNTY MGMT ASSC	JOB POSTING ADS	HUMAN RESOURCES	250.00
Total 109917:				250.00
109918	INFO MAPLE CONSULTING LLC	PAYMENT FOR SERVICES *EQUITABLY CAF	VILLAGE MANAGER	4,000.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109918:				4,000.00
109919	Isaac Blount	HOMELAND SECURITY ADMIN 6/19-7/8/23		1,100.00
Total 109919:				1,100.00
109920	Jimmy Kifarkis	PAYROLL - ELECTRICIAN (6/27/2023-7/6/2023)	CODE ENFORCEMENT	1,200.00
Total 109920:				1,200.00
109921	JOHN WEST	REIMB.PRUNING SUPPLIES	PUBLIC WORKS	389.90
Total 109921:				389.90
109922	LINDA GANT	LABOR LAW ARBITRATION SESSION	HUMAN RESOURCES	450.00
Total 109922:				450.00
109923	Linda Johnson	CPR TRAINING 6/13/2023		60.00
Total 109923:				60.00
109924	LRS Holdings, LLC	WASTE DISPOSAL	PUBLIC WORKS	6,149.28
Total 109924:				6,149.28
109925	MAYWOOD PARK DISTRICT	ELECTRICAL WORK *200 S 5TH	RECREATION SERVICES	4,900.00
109925	MAYWOOD PARK DISTRICT	SOFTWARE SYSTEMS*AFTERSCHOOL PR	RECREATION SERVICES	1,272.00
Total 109925:				6,172.00
109926	NORCOMM	FIR-EMERGENCY RADIO COMMUNICATION	FIRE	6,048.00
Total 109926:				6,048.00
109927	ODP BUSINESS SOLUTIONS LLC	FIN-OFFICE SUPPLIES	FINANCE	384.82
Total 109927:				384.82
109928	Paycor , Inc.	FACIAL RECOGNITION	HUMAN RESOURCES	350.00
Total 109928:				350.00
109929	Phyliss A Brown	CPR TRAINING 6/13/2023		60.00
Total 109929:				60.00
109930	Shaneata Y Trotter	COORDINATOR PAY 6/19-7/8/2023		1,780.00
Total 109930:				1,780.00
109931	Stephanie Johnson	PROGRAM DIRECTOR 6/19-7/1/2023		640.00
Total 109931:				640.00
109932	Vincent Jones	CPR TRAINING 6/13/2023		60.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109932:				60.00
109933	W.S. DARLEY & CO	FIR-WINDOW PUNCH FOR RESCUE SQUA	FIRE	27.14
Total 109933:				27.14
109934	Woodlake Occupational Health	EMPLOYEE SERVICES	HUMAN RESOURCES	2,052.00
Total 109934:				2,052.00
109935	Xavier Doyle	CPR TRAINING 6/13/2023		60.00
Total 109935:				60.00
109936	CDW GOVERNMENT INC	ADO GOV DD ALL APP	POLICE	1,050.36
Total 109936:				1,050.36
109937	MAXINFLABLES	CHAIRS/TABLES *HONORARY STREET SIG	PRESIDENT & TRUSTEES	323.00
Total 109937:				323.00
109938	VILLAGE OF BELLWOOD	LE TORCH RUN EVENT 6/3/2023	CORPORATE	100.00
Total 109938:				100.00
109939	CARLOS PATTERSON	PAYROLL 7/14/2023	POLICE	3,459.62
Total 109939:				3,459.62
109940	CHRISTOPHER WARE	PAYROLL 07/14/2023	LAND & BUILDINGS	1,823.81
Total 109940:				1,823.81
109941	MARCOS GABLE	PAYROLL 7/14/2023	MOTOR FUEL TAX	1,640.82
Total 109941:				1,640.82
109942	MAYWOOD PUBLIC LIBRARY	PERSONAL PROPERTY TAX*APR 2023	FINANCE	21,911.41
Total 109942:				21,911.41
109943	University of Illinois	FIR-INSTRUCTOR I CLASS *D.CERULLO	FIRE	350.00
Total 109943:				350.00
109944	ACCOUNTEMPS	SERVICE WEEK 7/14 *KIMBERLY WOLF	WATER COLLECTIONS	1,523.25
Total 109944:				1,523.25
109945	AIR ONE EQUIPMENT	FIR-PERSONAL PROTECTIVE EQUIPMENT	FIRE	718.90
Total 109945:				718.90
109946	BOBBY ANTHONY	PAYROLL 7/14/2023	LAND & BUILDINGS	687.53

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109946:				687.53
109947	Broadview Hardware	FIR--BUILDING HARDWARE	FIRE	92.32
Total 109947:				92.32
109948	Camiros, LTD	ZONING UPDATES RE: MORATORIUM	COMMUNITY DEVELOPMENT	2,070.00
Total 109948:				2,070.00
109949	COMED #0511089044	CONTROLLER 1600 MADISON 3/15/23-4/12/	MOTOR FUEL TAX	260.37
Total 109949:				260.37
109950	COOK COUNTY CLERK	RECORDING OF DEEDS	COMMUNITY DEVELOPMENT	264.00
Total 109950:				264.00
109951	Domonique Watson	COORDINATOR PAY 7/3-7/15/2023		1,220.00
109951	Domonique Watson	REIMB. STEAM PACKS/PANS	PRESIDENT & TRUSTEES	42.03
Total 109951:				1,262.03
109952	ESRI, INC.	GIS SUBSCRIPTION	COMMUNITY DEVELOPMENT	3,704.00
Total 109952:				3,704.00
109953	Fullmer Locksmith Service	KEY SERVICE	PARKS & RECREATION	178.00
109953	Fullmer Locksmith Service	KEY SERVICE	PARKS & RECREATION	60.00
Total 109953:				238.00
109954	GENE WASHINGTON	P&F-MEETING *07/13/2023	POLICE & FIRE COMMISSION	150.00
Total 109954:				150.00
109955	GLORIA A. CLAY	P&F-MEETING *07/13/2023	POLICE & FIRE COMMISSION	200.00
Total 109955:				200.00
109956	JAMES T BREWER	P&F-MEETING *07/13/2023	POLICE & FIRE COMMISSION	150.00
Total 109956:				150.00
109957	MARCELLUS CASSIUS WELLS	P&F-MEETING *07/13/2023	POLICE & FIRE COMMISSION	150.00
Total 109957:				150.00
109958	MIDWEST AIR PRO, INC.	FIR-EXHAUST SYSTEM REPAIR AT FIRE ST	FIRE	797.00
Total 109958:				797.00
109959	Nathaniel George Booker	PAYROLL 7/14/2023	PRESIDENT & TRUSTEES	799.17
Total 109959:				799.17
109960	NICOR GAS 02-24-58-0000 4	GAS SERVICE-9TH WILCOX 2/14/23-3/15/23	PUMP STATION OPERATIONS	500.64

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109960:				500.64
109961	READITH ESTER	P&F-MEETING *07/13/2023	POLICE & FIRE COMMISSION	150.00
Total 109961:				150.00
109962	RONALD POWELL DBA	LETTERING/SIGNAGE SERVICE	VILLAGE MANAGER	875.00
Total 109962:				875.00
109963	Sheron Stingley	COORDINATOR PAY 7/3-7/15/2023		1,100.00
Total 109963:				1,100.00
109964	SiteOne Landscaping, LLC	FIR-LANDSCAPING FOR BOTH STAIONS	FIRE	251.59
Total 109964:				251.59
109965	VCG UNIFORM/CARLSON MURRAY	FIR-UNIFORMS J. HERNANDEZ	FIRE	297.55
109965	VCG UNIFORM/CARLSON MURRAY	FIR-UNIFORMS H. QUIJADA	FIRE	305.60
Total 109965:				603.15
109966	WIGIT'S TRUCK SERVICE	FIR-ENGINE 505 ACCELERATOR PEDAL RE	FIRE	1,378.63
Total 109966:				1,378.63
109967	Al Piemonte Ford	M217318 REPAIRS	POLICE	408.66
Total 109967:				408.66
109968	AMERICAN RECYCLING & DISPOSAL	SEWER WASTE DISPOSAL	WATER & SEWER MAINTENANCE	563.20
Total 109968:				563.20
109969	ASSOCIATED TECHNICAL SERVICE	LEAK DETECTION SERVICES 626 S 11TH,3	WATER & SEWER MAINTENANCE	852.00
109969	ASSOCIATED TECHNICAL SERVICE	LEAK DETECTION SERVICES @ 1717 S 6T	WATER & SEWER MAINTENANCE	844.00
Total 109969:				1,696.00
109970	ASSURANCE a MARSH & MCLEAN AG	2023 FREIGHTLINER POLICY #IM258308-0	HUMAN RESOURCES	2,626.00
Total 109970:				2,626.00
109971	CDS OFFICE TECHNOLOGIES	IT ARBITRAROR 7/7-8/6/23	POLICE	190.00
Total 109971:				190.00
109972	CHICAGO TITLE INSURANCE CO	TITLE INSURANCE/RECORDING FEES - 1/2	LAW	850.00
109972	CHICAGO TITLE INSURANCE CO	TITLE INSURANCE/RECORDING FEES - 1/2	LAW	850.00
Total 109972:				1,700.00
109973	CINTAS CORPORATION #344	WATER-UNIFORM SERVICE	WATER & SEWER MAINTENANCE	138.75
109973	CINTAS CORPORATION #344	WATER-UNIFORM SERVICE	WATER & SEWER MAINTENANCE	138.75
109973	CINTAS CORPORATION #344	WATER-UNIFORM SERVICE	WATER & SEWER MAINTENANCE	138.75
109973	CINTAS CORPORATION #344	WATER-UNIFORM SERVICE	WATER & SEWER MAINTENANCE	138.75

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
109973	CINTAS CORPORATION #344	WATER-UNIFORM SERVICE	WATER & SEWER MAINTENANCE	138.75
109973	CINTAS CORPORATION #344	WATER-UNIFORM SERVICE	WATER & SEWER MAINTENANCE	138.75
109973	CINTAS CORPORATION #344	WATER-UNIFORM SERVICE	WATER & SEWER MAINTENANCE	138.75
Total 109973:				971.25
109974	COMCAST	410 MAIN METRA-PHONE/INT SVC 5/13/23-	CENTRAL SERVICES	126.85
109974	COMCAST	410 MAIN METRA-PHONE/INT SVC 6/13/23-	CENTRAL SERVICES	126.85
Total 109974:				253.70
109975	COMCAST	V/H-PHONE/INTERNET 5/29-6/28	CENTRAL SERVICES	491.19
Total 109975:				491.19
109976	COMCAST	PUMP STATION PHONE/INTERNET 5/7/23-6/	CENTRAL SERVICES	236.20
109976	COMCAST	1210 S 9TH BLDG-PHONE SVC 6/7/23-7/6/2	CENTRAL SERVICES	236.20
Total 109976:				472.40
109977	COMCAST	300 OAK STREET PHONE/INTERNET 5/11/2	CENTRAL SERVICES	351.86
109977	COMCAST	300 OAK STREET PHONE/INTERNET 6/11/2	CENTRAL SERVICES	434.00
Total 109977:				785.86
109978	COMCAST #8771 20 001 0416648	PHONE/INTERNET SVC 200 S. 5TH 6/4/23-7	CENTRAL SERVICES	353.87
Total 109978:				353.87
109979	COMED	LIGHT CONTROLLER 911 S. 7TH 3/15/23-4/1	MOTOR FUEL TAX	120.08
109979	COMED	LIGHT CONTROLLER 911 S. 7TH 4/13/23-5/1	MOTOR FUEL TAX	94.24
Total 109979:				214.32
109980	COMED	ELECTRIC SERVICE 104 S. 1ST CON 3/15/2	MOTOR FUEL TAX	771.76
Total 109980:				771.76
109981	COMED	CONTROLLER 200 S 5TH 3/15/23-4/14/23	MOTOR FUEL TAX	2,762.14
109981	COMED	ELECTRIC CONTROLLER 200 S. 5TH 4/14/2	MOTOR FUEL TAX	141.57
Total 109981:				2,903.71
109982	COMED # 0023058102	STREET LIGHTS PUMP STATION 3/15/23 - 4/	MOTOR FUEL TAX	904.07
109982	COMED # 0023058102	9TH & WILCOX 4/13/23 - 5/12/23	MOTOR FUEL TAX	814.70
Total 109982:				1,718.77
109983	COMED #0031163443	ELECTRIC SERVICE 410 MAIN 4/11/23-5/10/	PUBLIC WORKS	9.10
109983	COMED #0031163443	ELECTRIC SERVICE 410 MAIN 5/10/23-6/9/2	MOTOR FUEL TAX	176.78
Total 109983:				185.88
109984	COMED #0277784031	ELECTRIC SERVICE 615 S 5TH 5/9/23 - 6/8/	MOTOR FUEL TAX	942.74
Total 109984:				942.74
109985	COMED #0511089044	CONTROLLER 1600 MADISON 4/12/23-5/11/	MOTOR FUEL TAX	248.43

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 109985:				248.43
109986	COMED #0536720000	ELECTRIC SVC VILLAGE HALL 3/16/23-4/13/	PUBLIC WORKS	1,420.35
109986	COMED #0536720000	ELECTRIC SVC VILLAGE HALL 12/13/22-1/1	PUBLIC WORKS	1,555.54
Total 109986:				2,975.89
109987	COMED #2208042159	MTRD STREET LIGHTS RT/25 3/27/23 - 4/2	MOTOR FUEL TAX	3,500.25
Total 109987:				3,500.25
109988	COMED #3351006000	MULTI MTRD STREET LIGHTS 3/27/23-4/25/	MOTOR FUEL TAX	4,750.46
Total 109988:				4,750.46
109989	COMED #4791088147	MTRD STREETLIGHTS 13TH MADISON 3/15	MOTOR FUEL TAX	4,905.76
109989	COMED #4791088147	MTRD STREETLIGHTS 13TH MADISON 4/13	MOTOR FUEL TAX	135.29
Total 109989:				5,041.05
109990	COMED #5490211003	ELECTRIC SERVICE 1019 ST. CHARLES 4/1	MOTOR FUEL TAX	103.67
Total 109990:				103.67
109991	COMED #5653018024	ELECTRIC SERVICE 224 N 1ST 4/10/23-5/9/	MOTOR FUEL TAX	20.06
109991	COMED #5653018024	STREETLIGHTS 224 N 1ST 5/9/23-6/8/23/23	MOTOR FUEL TAX	24.06
Total 109991:				44.12
109992	COMED #6080392012	ELECTRIC SERVICE 100 S. 1ST 3/15/23-4/1	MOTOR FUEL TAX	7,578.84
109992	COMED #6080392012	ELECTRIC SERVICE 100 S. 1ST 4/13/23-5/12	MOTOR FUEL TAX	91.67
Total 109992:				7,670.51
109993	COMED #6164044004	ELECTRIC SERVICE 701 S 6TH 3/19/23-4/17	MOTOR FUEL TAX	52.86
109993	COMED #6164044004	ELECTRIC SERVICE 701 S 6TH 4/17/23-5/16	MOTOR FUEL TAX	54.06
Total 109993:				106.92
109994	COMED #6584583019	200 BLDG ELECTRIC SERVICE 3/15/23-4/13/	PUBLIC WORKS	2,971.27
109994	COMED #6584583019	200 BLDG ELECTRIC SERVICE 4/13/23-5/12/	PARKS & RECREATION	739.74
Total 109994:				3,711.01
109995	COPS TESTING SERVICE	P&F-PRE-EMPLOYMENT SERVICES	POLICE & FIRE COMMISSION	175.00
Total 109995:				175.00
109996	CORE & MAIN LP	OMNI 2" METER & FLANGES	WATER & SEWER MAINTENANCE	1,583.00
109996	CORE & MAIN LP	OMNI 3" METER & FITTINGS	WATER & SEWER MAINTENANCE	5,850.00
109996	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	926.72
109996	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	800.00
109996	CORE & MAIN LP	BREAKABLE KIT	WATER & SEWER MAINTENANCE	1,732.00
109996	CORE & MAIN LP	BREAKABLE KIT	WATER & SEWER MAINTENANCE	433.00
109996	CORE & MAIN LP	BREAKABLE KIT	WATER & SEWER MAINTENANCE	1,299.00
109996	CORE & MAIN LP	B-BOX SUPPLIES	WATER & SEWER MAINTENANCE	1,965.80
109996	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	1,953.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
109996	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	1,759.00
109996	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	1,192.00
109996	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	1,050.46
109996	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	500.29
109996	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	444.97
109996	CORE & MAIN LP	OMNI 1.5 " METERS	WATER & SEWER MAINTENANCE	2,618.14
109996	CORE & MAIN LP	1.5 METER FLANGE KIT	WATER & SEWER MAINTENANCE	185.47
109996	CORE & MAIN LP	IPERL 5/8" METERS	WATER & SEWER MAINTENANCE	1,120.00
109996	CORE & MAIN LP	IPERL 5/8" METERS	WATER & SEWER MAINTENANCE	1,120.00
109996	CORE & MAIN LP	3/4 I PERL METERS	WATER & SEWER MAINTENANCE	1,200.00
109996	CORE & MAIN LP	510M S/POINT M2 WIRED MXU'S	WATER & SEWER MAINTENANCE	3,780.00
109996	CORE & MAIN LP	1-1/2" BRASS OVAL METER FLANGE SET	WATER & SEWER MAINTENANCE	176.52
109996	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	2,522.60
109996	CORE & MAIN LP	3/4 I PERL METERS	WATER & SEWER MAINTENANCE	1,200.00-
109996	CORE & MAIN LP	3/4 I PERL METERS	WATER & SEWER MAINTENANCE	1,200.00
109996	CORE & MAIN LP	OMNI 2" METER & FLANGES	WATER & SEWER MAINTENANCE	1,583.00
109996	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	763.83
Total 109996:				24,858.80
109997	CORI HOBBS	COORDINATOR PAY 7/3-7/15/2023		630.00
Total 109997:				630.00
109998	Counsel Press, Inc.	PREPARATION OF BRIEF	LAW	728.00
Total 109998:				728.00
109999	CYNTHIA A PAVESICH & ASSOCIATES,	SHORTHAND	LAW	636.00
109999	CYNTHIA A PAVESICH & ASSOCIATES,	APPEARANCE FEE	LAW	620.50
Total 109999:				1,256.50
110000	EDWIN HANCOCK ENGINEERING CO	2023 GRANT APPLICATIONS	PUBLIC WORKS	228.00
110000	EDWIN HANCOCK ENGINEERING CO	2023 CDBG ROADWAY IMPROVEMENTS	WATER & SEWER MAINTENANCE	930.00
110000	EDWIN HANCOCK ENGINEERING CO	2023 CDBG ROADWAY IMPROVEMENTS	TIF ADMINISTRATION	1,417.00
110000	EDWIN HANCOCK ENGINEERING CO	2023 CDBG ROADWAY IMPROVEMENTS	CDBG	1,672.00
Total 110000:				4,247.00
110001	Eric Dent	REIMBURSEMENT PURCHASE SODA FOR	POLICE	8.08
110001	Eric Dent	REIMBURSEMENT REFLECTOR VESTS CL	POLICE	30.00
Total 110001:				38.08
110002	Franzen Plumbing	RODDED TOILET (PD)	PUBLIC WORKS	175.00
110002	Franzen Plumbing	PLUMBING SERVICES ASSISTANCE @ 2114	WATER & SEWER MAINTENANCE	688.00
Total 110002:				863.00
110003	GovTEMPS USA, LLC	INTERIM SVCS *WEEK END *6/4/2023	VILLAGE MANAGER	4,522.00
110003	GovTEMPS USA, LLC	INTERIM SVCS *WEEK END *6/11/2023	VILLAGE MANAGER	4,522.00
110003	GovTEMPS USA, LLC	INTERIM SVCS *WEEK END *6/18/2023	VILLAGE MANAGER	4,522.00
110003	GovTEMPS USA, LLC	INTERIM SVCS *WEEK END *6/25/23	VILLAGE MANAGER	4,522.00
Total 110003:				18,088.00
110004	Guardian Alliance Technologies, Inc.	GUARDIAN SOFTWARE PLATFORM PSA M	POLICE	318.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 110004:				318.00
110005	H&H ELECTRIC COMPANY	STREET LIGHT & TRAFFIC SIGNAL MAINTENANCE	PUBLIC WORKS	420.49
Total 110005:				420.49
110006	HARMONY JAMES	MAP PROGRAM 6/26-7/15/2023		400.00
Total 110006:				400.00
110007	HERSCHMAN LEVISON HOBFOLL PLL	LEGAL SVCS REND 4/01-6/30	LAW	1,350.00
Total 110007:				1,350.00
110008	IL Law Enforcement Admin Prof L3C	IL LEAP CONFERENCE	POLICE	369.00
Total 110008:				369.00
110009	ILLINOIS CITY/COUNTY MGMT ASSC	JOB POSTING ADS	HUMAN RESOURCES	50.00
Total 110009:				50.00
110010	Kendall Silas	REIMB RADIO CHARGER	POLICE	109.99
Total 110010:				109.99
110011	LEDONNE TRUE VALUE HARDWARE	MAINTENANCE SUPPLIES	PUBLIC WORKS	578.29
110011	LEDONNE TRUE VALUE HARDWARE	MARKING PAINT	WATER & SEWER MAINTENANCE	35.96
110011	LEDONNE TRUE VALUE HARDWARE	MAINTENANCE SUPPLIES	PUBLIC WORKS	153.93
110011	LEDONNE TRUE VALUE HARDWARE	MAINTENANCE SUPPLIES	PUBLIC WORKS	94.94
110011	LEDONNE TRUE VALUE HARDWARE	MAINTENANCE SUPPLIES	PUBLIC WORKS	67.92
110011	LEDONNE TRUE VALUE HARDWARE	MAINTENANCE SUPPLIES	WATER & SEWER MAINTENANCE	49.20
Total 110011:				980.24
110012	LRS Holdings, LLC	4TH & ST. CHARLES DUMPSTER	PUBLIC WORKS	4,990.94
110012	LRS Holdings, LLC	FINANCE CHARGE	PUBLIC WORKS	6.85
Total 110012:				4,997.79
110013	MAKEBA SCOTT	REFUND PAID TWICE *2025 S 8TH	CORPORATE	90.00
Total 110013:				90.00
110014	Mel's Car Care Center	REPAIR A/C FOR VEHICLE #182	POLICE	504.12
Total 110014:				504.12
110015	MUNIWEB	WEBSITE HOSTING/UPDATE/MAINT	MANAGEMENT INFORMATION SYSTEMS	454.00
110015	MUNIWEB	WEBSITE HOSTING/UPDATE/MAINT	MANAGEMENT INFORMATION SYSTEMS	502.00
110015	MUNIWEB	WEBSITE HOSTING/UPDATE/MAINT	MANAGEMENT INFORMATION SYSTEMS	472.00
Total 110015:				1,428.00
110016	NAFISCO INC	10' GREEN U CHANNEL POST	PUBLIC WORKS	1,925.00
110016	NAFISCO INC	HONORARY STREET SIGNS MOORE & STO	PUBLIC WORKS	154.56
110016	NAFISCO INC	BARRICADE & SIGN RENTAL	WATER & SEWER MAINTENANCE	267.30

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110016	NAFISCO INC	BARRICADE RENTAL 5/22/23 - 5/30/23	WATER & SEWER MAINTENANCE	304.80
Total 110016:				2,651.66
110017	NICOR GAS	GAS SERVICE 300 OAK ST 3/17/23-4/18/23	PARKS & RECREATION	162.11
110017	NICOR GAS	GAS SERVICE 300 OAK ST 4/18/23-5/16/23	PARKS & RECREATION	163.91
Total 110017:				326.02
110018	NICOR GAS 02-24-58-0000 4	GAS SERVICE-9TH WILCOX 3/16/23-4/16/23	PUMP STATION OPERATIONS	171.75
Total 110018:				171.75
110019	NICOR GAS #6708165415 3	410 MAIN GAS SERVICE 3/17/23-4/18/23	PUBLIC WORKS	143.41
110019	NICOR GAS #6708165415 3	410 MAIN GAS SERVICE 4/18/23-5/17/23	PUBLIC WORKS	82.57
Total 110019:				225.98
110020	NORTH AMERICAN SAFETY INC.	RANGER HATS WITH VILLAGE LOGO	PUBLIC WORKS	267.00
Total 110020:				267.00
110021	NORTH EAST MULTI-REGIONAL	ADAPTIVE LEADER- HAWKINS	POLICE	200.00
110021	NORTH EAST MULTI-REGIONAL	32 HR IPMBA FUQUA & OCHOA	POLICE	175.00
110021	NORTH EAST MULTI-REGIONAL	ADAPTIVE LEADER - YANCY	POLICE	375.00
Total 110021:				750.00
110022	NU LIFE TIRE SERVICE	235 TIRE REPAIRS	PUBLIC WORKS	145.00
110022	NU LIFE TIRE SERVICE	235 TIRE REPAIRS	PUBLIC WORKS	252.50
110022	NU LIFE TIRE SERVICE	BOBCAT 4 NEW TIRES	PUBLIC WORKS	940.00
110022	NU LIFE TIRE SERVICE	231 TIRE REPAIRS	PUBLIC WORKS	20.00
110022	NU LIFE TIRE SERVICE	232 TIRE REPAIRS	PUBLIC WORKS	252.50
110022	NU LIFE TIRE SERVICE	236 TIRE REPAIRS	PUBLIC WORKS	110.00
110022	NU LIFE TIRE SERVICE	245 TIRE REPAIRS	WATER & SEWER MAINTENANCE	395.00
110022	NU LIFE TIRE SERVICE	231 TIRE REPAIRS	PUBLIC WORKS	90.00
110022	NU LIFE TIRE SERVICE	232 TIRE REPAIRS	PUBLIC WORKS	110.00
110022	NU LIFE TIRE SERVICE	231 TIRE REPAIRS	PUBLIC WORKS	145.00
110022	NU LIFE TIRE SERVICE	BOBCAT TIRE REPAIRS	PUBLIC WORKS	272.50
110022	NU LIFE TIRE SERVICE	BOBCAT S300 TIRE REPAIRS	PUBLIC WORKS	272.50
Total 110022:				3,005.00
110023	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	PUBLIC WORKS	113.26
110023	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	VILLAGE MANAGER	34.98
110023	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	VILLAGE MANAGER	14.99
Total 110023:				163.23
110024	PAULA SMITH	TREE REMOVAL PROGRAM	CODE ENFORCEMENT	450.00
Total 110024:				450.00
110025	ROYAL PIPE & SUPPLY CO	TOILET REPAIRS VILLAGE HALL	WATER & SEWER MAINTENANCE	498.88
110025	ROYAL PIPE & SUPPLY CO	TOILET REPAIRS VILLAGE HALL	WATER & SEWER MAINTENANCE	579.87
Total 110025:				1,078.75

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110026	STANDARD EQUIPMENT CO.	ELGIN PELICAN COOLANT LEAK	PUBLIC WORKS	2,065.57
Total 110026:				2,065.57
110027	STAPLES ADVANTAGE	POL-OFFICE SUPPLIES	POLICE	123.96
Total 110027:				123.96
110028	WIGIT'S TRUCK SERVICE	239 REPAIR DUMP DOOR, & REPAIR LOOM	PUBLIC WORKS	876.58
110028	WIGIT'S TRUCK SERVICE	HOT BOX REPAIRS	PUBLIC WORKS	4,423.26
110028	WIGIT'S TRUCK SERVICE	249 NO START INSTALL NEW BATTERY ET	PUBLIC WORKS	771.09
110028	WIGIT'S TRUCK SERVICE	GRADER REPAIRS	PUBLIC WORKS	3,227.96
110028	WIGIT'S TRUCK SERVICE	250 BATTERY	WATER & SEWER MAINTENANCE	155.96
Total 110028:				9,454.85
110029	A-1 Cutting Edge Landscaping	LANDSCAPING/TREE CUTTING/CLEANING	CODE ENFORCEMENT	1,450.00
110029	A-1 Cutting Edge Landscaping	LANDSCAPING/TREE CUTTING/CLEANING	CODE ENFORCEMENT	2,750.00
110029	A-1 Cutting Edge Landscaping	LANDSCAPING/CLEANING - 1711 S. 3RD AV	CODE ENFORCEMENT	1,400.00
110029	A-1 Cutting Edge Landscaping	LANDSCAPING/CLEANING - 809 -813 S. 10T	CODE ENFORCEMENT	375.00
110029	A-1 Cutting Edge Landscaping	LANDSCAPING/CLEANING - 1825 S. 22ND A	CODE ENFORCEMENT	325.00
110029	A-1 Cutting Edge Landscaping	LANDSCAPING/CLEANING - 125 S. 5TH AVE	CODE ENFORCEMENT	200.00
110029	A-1 Cutting Edge Landscaping	LANDSCAPING/CLEANING - 2115 S. 5TH AV	CODE ENFORCEMENT	225.00
110029	A-1 Cutting Edge Landscaping	LANDSCAPING/CLEANING - 1205 S. 5TH AV	CODE ENFORCEMENT	200.00
Total 110029:				6,925.00
110030	AnnMarie Kurylowicz	GAS REIMBURSEMENT FOR TRAINING 6/1	POLICE & FIRE COMMISSION	63.48
110030	AnnMarie Kurylowicz	GAS REIMBURSEMENT FOR POSTAGE FO	POLICE	17.10
Total 110030:				80.58
110031	Art Crafts Printers, Inc.	OFFICE SUPPLIES/NOTES/APPLICATION -	CODE ENFORCEMENT	920.00
Total 110031:				920.00
110032	ARTISTIC ENGRAVING	BADGE AND HELMET SHIELD FOR PROBAT	FIRE	227.00
Total 110032:				227.00
110033	AUTOZONE	FIR-DEF FLUID	FIRE	87.96
110033	AUTOZONE	FIR-GARAGE STYLE AIRLINE INFLATOR GA	FIRE	23.99
Total 110033:				111.95
110034	BRANDON BARKER	DJ NNO 8/1/2023	POLICE	175.00
Total 110034:				175.00
110035	BROADVIEW ANIMAL HOSPITAL	ANIMAL IMPOUNDMENT - 12/2022	CODE ENFORCEMENT	1,618.00
110035	BROADVIEW ANIMAL HOSPITAL	ANIMAL IMPOUNDMENT - 6/2023	CODE ENFORCEMENT	2,090.00
Total 110035:				3,708.00
110036	Broadview Hardware	FIR-NON-CONTACT VOLT TESTER	FIRE	16.99
Total 110036:				16.99

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110037	BROADVIEW TRUE VALUE HARDWAR	FIR-VEHICLE AND GREAS SCRUB BRUSHE	FIRE	58.95
Total 110037:				58.95
110038	CHICAGO GAME AND GO GAMING TH	GAME TRUCK RENTAL *NNO 8/1/2023 2	POLICE	570.00
Total 110038:				570.00
110039	CINTAS FIRE PROTECTION	ANNUAL FIRE EXTINGUISHERS FIRE STATI	FIRE	866.05
Total 110039:				866.05
110040	CITYWIDE TITLE	OVRPMT TRANSFER STAMP*1301 S 11TH	CORPORATE	90.00
Total 110040:				90.00
110041	COMED	PUMP STATION ELCTRIC SERVICE	PUMP STATION OPERATIONS	4,392.43
Total 110041:				4,392.43
110042	COMED	5TH AVE 2ND POLE N MAIN 3/28/23-4/26/23	MOTOR FUEL TAX	4,212.75
Total 110042:				4,212.75
110043	COMED #0277784031	ELECTRIC SERVICE 615 S 5TH 4/10/23-5/9/	MOTOR FUEL TAX	26,315.57
Total 110043:				26,315.57
110044	DARYL FAIRLY	REIMBURSEMENT FOR 2 LOCKS AND ZIP T	POLICE	80.81
110044	DARYL FAIRLY	REIMBURSEMENT FOR CREACKED WINDS	POLICE	240.00
Total 110044:				320.81
110045	DEARBORN NATIONAL	GROUP LIFE INS AUGUST 2023	CENTRAL SERVICES	5,081.68
Total 110045:				5,081.68
110046	DEPT.OF CENTRAL MANAGEMENT SV	POL-COMMUNICATION CHARGES	POLICE	978.94
Total 110046:				978.94
110047	DRONE EVENTS LLC	DRONE VIDEOGRAPHY NNO 8/1/2023	POLICE	600.00
Total 110047:				600.00
110048	Elroy Miller	LANDSCAPING MULTIPLE VACANT VILLAG	CODE ENFORCEMENT	475.00
Total 110048:				475.00
110049	FOREST SECURITY, INC.	QRTLTY EQUIPMENT & MAINTENANCE	POLICE	1,336.59
Total 110049:				1,336.59
110050	Gino's Heating & Plumbing, Inc.	POLICE EXPENSE - FOR SERVICE REPAIR	POLICE	2,924.00
Total 110050:				2,924.00
110051	HILDEBRAND SPORTING GOODS	(3) NAME PLATES	VILLAGE CLERK	105.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 110051:				105.00
110052	Jimmy Kifarkis	CONTRACTOR/ELECTRICAL (7/11/23-7/20/2	CODE ENFORCEMENT	1,200.00
Total 110052:				1,200.00
110053	JTJ General	TREE REMOVAL - 125 S. 5TH AVE.	CODE ENFORCEMENT	2,100.00
110053	JTJ General	LANDSCAPING MULTIPLE VACANT VILLAG	CODE ENFORCEMENT	1,635.00
110053	JTJ General	LANDSCAPING MULTIPLE VACANT VILLAG	CODE ENFORCEMENT	1,960.00
Total 110053:				5,695.00
110054	Kendall Silas	HOMELAND SECURITY *PAYROLL 07.22.20	POLICE	576.80
Total 110054:				576.80
110055	Maria L. Martinez	DANCE PERFORMANCE *NNO 8/1/2023	POLICE	300.00
Total 110055:				300.00
110056	MARK DWYER	CONTRACTOR/PLUMBING (7/11/23-7/20/23)	CODE ENFORCEMENT	1,500.00
Total 110056:				1,500.00
110057	MAXINFLABLES	TENTS/CHAIRS/TABLES *NNO 8/1/2023	POLICE	1,154.00
Total 110057:				1,154.00
110058	MAYWOOD EXPRESS	PRISONER MEAL FOR JUNE 2023	POLICE	269.50
Total 110058:				269.50
110059	NORTH EAST MULTI-REGIONAL	EVIDENCE-BASED INTERVIEWS SMITH & R	POLICE	750.00
Total 110059:				750.00
110060	OTIS ELEVATOR COMPANY	ELEVATOR SERVICES - 40 MADISON VILLA	LAND & BUILDINGS	918.63
Total 110060:				918.63
110061	Pen-Link, LTD	GEOTIME FORMATS SUBSCRIPTION	POLICE	999.00
Total 110061:				999.00
110062	PEP BOYS	M217596 BRAKE INSPECTION	POLICE	98.99
110062	PEP BOYS	MP18690 BRAKE INSPECTION	POLICE	63.00
Total 110062:				161.99
110063	PORTER LEE CORPORATION	POL-MOTOROLA BATTERY REPLCMNT	POLICE	79.84
Total 110063:				79.84
110064	Presto Promos LLC	EMPLOYEE ENGAGEMENT LUNCH BAGS	HUMAN RESOURCES	1,172.25
Total 110064:				1,172.25

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110065	RAY O'HERRON CO INC	HOMELAND SECURITY UNIFORM PURCHA	POLICE	526.50
Total 110065:				526.50
110066	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	CENTRAL SERVICES	224.93
Total 110066:				224.93
110067	Soundbytes Auto Spa	MPD CAR WASH	POLICE	28.00
110067	Soundbytes Auto Spa	HAND CAR WASH FOR CODE ENFORCEME	CODE ENFORCEMENT	40.00
Total 110067:				68.00
110068	STAPLES ADVANTAGE	POL-OFFICE SUPPLIES	POLICE	132.83
Total 110068:				132.83
110069	T.P.I.	CONTRACTOR - BUILDING/PLUMBING - JU	CODE ENFORCEMENT	1,330.00
Total 110069:				1,330.00
110070	TRI COUNTY BOARD UP	BOARD-UP - 1922 S. 23RD AVE	CODE ENFORCEMENT	75.00
110070	TRI COUNTY BOARD UP	BOARD-UP - 823 S. 14TH AVE.	CODE ENFORCEMENT	1,160.00
110070	TRI COUNTY BOARD UP	BOARD-UP - 1711 S. 3RD AVE	CODE ENFORCEMENT	390.00
110070	TRI COUNTY BOARD UP	BOARD-UP - 804 S. 9TH AVE.	CODE ENFORCEMENT	75.00
110070	TRI COUNTY BOARD UP	BOARD-UP - 823 S. 14TH AVE.	CODE ENFORCEMENT	75.00
Total 110070:				1,775.00
110071	Ultra Bright Lightz, LLC	ADDT'L LIGHTS FOR #180	POLICE	1,086.89
Total 110071:				1,086.89
110072	VELAN SOLUTIONS	45 POLICE PEER SUPPORT NETWORK SY	POLICE	1,392.00
Total 110072:				1,392.00
110073	W.S. DARLEY & CO	FIR-SAFETY BELT FOR TURNOUT GEAR F	FIRE	271.80
Total 110073:				271.80
110074	WIGIT'S TRUCK SERVICE	FIR-ANBULANCE 500 COOLANT LEAK REP	FIRE	2,394.93
Total 110074:				2,394.93
110075	Windy City Ice Cream LCC	ICECREAM FOR NNO *8/1/2023	POLICE	750.00
Total 110075:				750.00
110076	Alana Trine Murray	COORDINATOR PAY 7/10-7/22/23-		1,210.00
Total 110076:				1,210.00
110077	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 7/10-7/21/2023	POLICE & FIRE COMMISSION	800.00
Total 110077:				800.00
110078	ALSHAWNTUS BELL	COORDINATORS PAY 6/19-7/8/2023		390.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 110078:				390.00
110079	ANDRE WILLIAMS	CHICAGO LIVE PERFORMANCE *INSPIRE F	SPECIAL EVENT REVENUE	600.00
Total 110079:				600.00
110080	A-STAR MEDIA SERVICES LLC	PERFORMANCE CELEBRATION *INSPIRE F	SPECIAL EVENT REVENUE	250.00
Total 110080:				250.00
110081	BRANDON BARKER	DJ *EMPLOYEE PICNIC	HUMAN RESOURCES	250.00
Total 110081:				250.00
110082	CARL WILLIS	SOUND STAGE/LIGHTS *INSPIRE FEST	SPECIAL EVENT REVENUE	4,000.00
Total 110082:				4,000.00
110083	CONSTANCE THOMPkins	REIMB. OFFICE SUPPLIES	VILLAGE CLERK	19.79
Total 110083:				19.79
110084	Dionte Robinson	HOMELAND SECURITY ADMIN 7/10-7/22/20		1,360.00
Total 110084:				1,360.00
110085	ELLIOT HENDERSON	HOST *INSPIRE FEST CELEBRATION	SPECIAL EVENT REVENUE	200.00
Total 110085:				200.00
110086	ERIC CRAWFORD	COORDINATOR PAY 7/10-7/22/2023		1,080.00
Total 110086:				1,080.00
110087	HOLE IN ONE HOLDINGS INC	FOOD TRUCK *NNO 8/1/2023	POLICE	2,100.00
Total 110087:				2,100.00
110088	HOUSE OF WATTZ LLC	PERFORMANCE *INSPIRE FEST	SPECIAL EVENT REVENUE	100.00
Total 110088:				100.00
110089	Ian Canovi	CONSULTING SERVICES WK END 7/21/202	TIF ADMINISTRATION	1,295.00
Total 110089:				1,295.00
110090	IMANI HARDY	COORDINATOR PAY 6/19-7/1/2023		640.00
Total 110090:				640.00
110091	Isaac Blount	HOMELAND SECURITY ADMIN 7/10-7/2023		920.00
Total 110091:				920.00
110092	JEREMIAH BROWNLEE	CATERED LUNCHES *EXPLORING TEAM P		1,200.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 110092:				1,200.00
110093	JOSHUA HILL	PERFORMANCE *INSPIRE FEST	SPECIAL EVENT REVENUE	150.00
Total 110093:				150.00
110094	LASONDRA BANKS	REIMB. REFRESHMENTS/SUPPLIES *MAY	PRESIDENT & TRUSTEES	125.40
Total 110094:				125.40
110095	Linda Johnson	COORDINATOR PAY 7/10-7/20/2023		1,520.00
Total 110095:				1,520.00
110096	LINTEL DAUGHTRY	PERFORMANCE *INSPIRE FEST	SPECIAL EVENT REVENUE	100.00
Total 110096:				100.00
110097	MARIA NEVAREZ	PHOTOGRAPHY SVCS *INSPIRE FEST	SPECIAL EVENT REVENUE	450.00
Total 110097:				450.00
110098	MAXINFLABLES	RENTAL OF TABLES/CHAIRS* INSPIRE FES	SPECIAL EVENT REVENUE	1,188.00
Total 110098:				1,188.00
110099	NEAS LUNCH TRUCK LLC	LUNCH MEALS LIFE & READINESS PROGR		300.00
Total 110099:				300.00
110100	Phyliss A Brown	COORDINATOR PAY 7/10-7/22/2023 *MAPS		850.00
Total 110100:				850.00
110101	REVIZE LLC	DNS ANNUAL MAINT SVC FEE 2023	MANAGEMENT INFORMATION SYSTE	425.00
Total 110101:				425.00
110102	ROBERT HUTCHINS	MINISTRY OF MOVEMENT *INSPIRE FEST	SPECIAL EVENT REVENUE	50.00
Total 110102:				50.00
110103	ROCK OF AGES	REFUND CITATION #16355	CORPORATE	1,000.00
Total 110103:				1,000.00
110104	RODERICKA L RILEY	PERFORMANCE *INSPIRE FEST	SPECIAL EVENT REVENUE	250.00
Total 110104:				250.00
110105	Ryan Davis	BACKLINE PACKAGE *INSPIRE FEST	SPECIAL EVENT REVENUE	900.00
Total 110105:				900.00
110106	SERENITY WELLNESS	BODY SCRUB MAKING DEMOS *INSPIRE F	SPECIAL EVENT REVENUE	175.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 110106:				175.00
110107	Shaneata Y Trotter	COORDINATOR PAY 7/10/7/22/2023		1,200.00
Total 110107:				1,200.00
110108	Vincent Jones	COORDINATOR PAY 7/10-7/22/2023		1,040.00
Total 110108:				1,040.00
110109	WALTER DUNCAN	REIMB. REPLACEMENT KEYS 2007 FORD	CODE ENFORCEMENT	160.00
Total 110109:				160.00
110110	Xavier Doyle	HOMELAND SECURITY ADMIN 7/10-7/22/20		1,580.00
Total 110110:				1,580.00
110111	BEN MARTINEZ	PAYROLL 7/28/2023	POLICE	3,845.17
Total 110111:				3,845.17
110112	MAYWOOD FIREMEN'S PENSION FUN	PAYROLL LIABILITY EXPENSE 7/14 & 7/28		26,356.76
Total 110112:				26,356.76
110113	MAYWOOD POLICE PENSION FUND	PAYROLL LIABILITY EXPENSE 7/14 & 7/28		37,504.56
Total 110113:				37,504.56
110114	VOYA INSTITUTIONAL TRUST CO.	VOYA DEDUCTION 7/14 & 7/28		7,965.00
Total 110114:				7,965.00
110115	TYIEESHA DAVIS	COORDINATOR PAY 6/26-7/8 & 7/10-7/22		1,180.00
Total 110115:				1,180.00
110116	AUSTIN BROOKS	PAYROLL 7/28/2023	FIRE	2,410.82
Total 110116:				2,410.82
110117	Atlantis Global LLC	E-CITATION PAPER	POLICE	463.00
Total 110117:				463.00
110118	Broadview Hardware	FIR-BATTERIES FOR EQUIPMENT	FIRE	12.99
110118	Broadview Hardware	FIR-EQUIPMENT	FIRE	13.98
Total 110118:				26.97
110119	Nathaniel George Booker	PAYROLL 7/28/2023	PRESIDENT & TRUSTEES	799.17
Total 110119:				799.17
110120	NORTH EAST MULTI-REGIONAL	BUILDING ENTRY + CONTROL TACTICS A.	POLICE	175.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 110120:				175.00
Grand Totals:				1,852,483.26

VILLAGE OF MAYOOD

Warrant List #200540 through August 2, 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



Invoice

1955 Cornell Ave. Melrose Park, IL 60160
 Phone 708-865-1717 Fax 708-865-1728
 Clorenzo@signcochicago.com - Lisa@Signcochicago.com

DATE	INVOICE #
8/4/2023	74422

BILL TO

Village of Maywood
 40 E. Madison Street
 Maywood, IL 60153

SHIP TO

SIGNCOCHICAGO.COM

P.O. NUMBER	REP	TERMS
	AJM	Upon Rec.

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Manufacture one fence display "Fred Hampton Steps of Time" 6' x 800' 13oz Banner material with reinforced Hems to be hung on customer's existing fence	10,800.00	10,800.00
1	Art and Design Labor - Photo, text, patterns, collage	1,500.00	1,500.00
1	Labor to install on fence at ground level with Heavy duty zipties	3,600.00	3,600.00
1	NOTE: We require half down and the remaining balance is due upon completion.		0.00

Payments/Credits	\$0.00
Total	\$15,900.00
Balance Due	\$15,900.00

PROPOSAL

DATE	PROPOSAL #
8/4/2023	3923



1955 CORNELL AVE.. MELROSE PARK, ILLINOIS 60160
 PH 708-865-1717 FAX 708-865-1728
 SIGNCOCHICAGO.COM

PROPOSAL SUBMITTED TO

Village of Maywood
 40 E. Madison Street
 Maywood, IL 60153

DESCRIPTION	QTY	COST	TOTAL
Manufacture one fence display "Fred Hampton Steps of Time" 6' x 800' 13oz Banner material with reinforced Hems to be hung on customer's existing fence	1	10,800.00	10,800.00
Art and Design Labor - Photo, text, patterns, collage	1	1,500.00	1,500.00
Labor to install on fence at ground level with Heavy duty zipties	1	3,600.00	3,600.00
NOTE: We require half down and the remaining balance is due upon completion.			

This proposal is based on standard wall, ground, or roof conditions. Any objects buried or unforeseen or non-typical construction which will change work conditions of this proposal are subject to additional charges at Time and Material Rates. Also, by accepting this proposal the "customer" gives signco, inc permission to enter the premissis and remove or alter the sign / equipment for non-payment of subsequent invoices. The customer is also responsible for all fees associated with collections of this scheduled or final payment.

TOTAL	\$15,900.00
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All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, toronado, and other necessary insurance.

Authorized Signature _____

This proposal may be withdrawn by us if not accepted within _____ days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____
 Date _____ 249
 Signature _____ Signature _____

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael A. Marrs
DATE: August 2, 2023
RE: Ordinance Amending Chapter 117 (Alcoholic Beverages), Title XI (Business Regulations) of the Maywood Village Code Regarding Liquor License Transfers

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

AN ORDINANCE AMENDING CHAPTER 117 (ALCOHOLIC BEVERAGES), TITLE XI (BUSINESS REGULATIONS), SECTION 117.21 (APPLICATIONS FOR LICENSE) AND SECTION 117.27 (TRANSFER OF LICENSE) OF THE MAYWOOD VILLAGE CODE REGARDING LIQUOR LICENSE TRANSFERS

In 2008, the Village Board of Trustees made revisions to the Village's Liquor Code to require Class B Package Store liquor licensees operating as a liquor store to have a minimum of 10,000 square feet of retail floor space (the "2008 Liquor Code Change"). Those existing Class B Package Liquor licensees at the time of the 2008 Liquor Code Change who did not meet the new requirements were allowed to continue in business, assuming all Code requirements other than the minimum square footage continued to be complied with.

Section 117.27(C) of the Maywood Village Code provides that, subject to certain exceptions, when the licensee is a partnership or a corporation whose stock is not publicly traded on a recognized stock exchange, the license shall terminate whenever 50% or more of the ownership interest therein changes from that shown on the original license application (the "50% Rule"). Since 2008, at the request of various liquor store owners, the Board of Trustees has added certain generally applicable exceptions to the 50% Rule (the "50% Rule Exceptions"). The 50% Rule Exceptions have been used a number of times, and have proved to be difficult to administer, with the result that, fifteen (15) years after the 2008 Liquor Code Change, several liquor stores of less than 10,000 square feet remain in operation despite a number of ownership changes having occurred.

The enclosed Ordinance deletes the various 50% Rule Exceptions that had been added to the Village Code since 2008. Going forward, the elimination of the Exceptions should result in the eventual closing of any liquor stores of less than 10,000 square feet within the Village.

The Ordinance was reviewed by the Maywood Local Liquor Control Commission at its meeting of July 24, 2023, and was unanimously recommended for approval.

If there are any questions, please contact me.

Michael

Enclosure

- cc. Tori-Love Garron, Village Clerk (w/ encl.)
- James Krischke, Acting Village Manager (w/ encl.)
- Lanya Satchell, Finance Director (w/ encl.)
- Connie Thompkins, Deputy Village Clerk (w/ encl.)
- Michael A. Marrs, Village Attorney (w/ encl.)

(additions to existing text marked with **underlining**;
deletions to existing text marked using **strikethrough**)

ORDINANCE NO. CO-2023-

**AN ORDINANCE AMENDING CHAPTER 117 (ALCOHOLIC BEVERAGES),
TITLE XI (BUSINESS REGULATIONS), SECTION 117.21 (APPLICATIONS FOR LICENSE)
AND SECTION 117.27 (TRANSFER OF LICENSE) OF THE MAYWOOD VILLAGE CODE
REGARDING LIQUOR LICENSE TRANSFERS**

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, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Liquor Control Act of 1934 (235 ILCS 5/1-1) (the "Act") grants to the Village the power, by general ordinance or resolution, to determine, among other things, the number, kind and classification of licenses for sale at retail of alcoholic liquor not inconsistent with the Act, and to establish such further regulations and restrictions upon the issuance of and operations under local licenses not inconsistent with law as the public good and convenience may require, including regulations relative to transfers of liquor licenses; and

WHEREAS, in 2008, the Village Board of Trustees made revisions to the Village's Liquor Code to require Class B Package Store liquor licensees operating as a liquor store to have a minimum of 10,000 square feet of retail floor space (the "2008 Liquor Code Change"); and

WHEREAS, those existing Class B Package Liquor licensees at the time of the 2008 Liquor Code Change who did not meet the new requirements were allowed to continue in business assuming all Code requirements other than the minimum square footage continued to be complied with; and

WHEREAS, Section 117.27(C) of the Maywood Village Code provides that, subject to certain exceptions, when the licensee is a partnership or a corporation whose stock is not publicly traded on a recognized stock exchange, the license shall terminate whenever 50% or more of the ownership interest therein changes from that shown on the original license application (the "50% Rule"); and

WHEREAS, since 2008, the Board of Trustees has added certain generally applicable exceptions to the 50% Rule (the "50% Rule Exceptions"); and

WHEREAS, the 50% Rule Exceptions have been used a number of times, and have proved to be difficult to administer, with the result that fifteen (15) years after the 2008 Liquor Code Change, several liquor stores of less than 10,000 square feet remain in operation despite a number of ownership changes having occurred; and

WHEREAS, the Village Board of Trustees finds it to be in the best interests of the Village at this time to eliminate the 50% Rule Exceptions through the Code amendments set forth below.

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 117.21 (Applications For License), Chapter 117 (Alcoholic Beverages), Title XI (Business Regulations) of the Maywood Village Code, as amended, shall be further amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

“§117.21 APPLICATIONS FOR LICENSE.

(A) (1) Applications for such licenses shall be made to the Local Liquor Control Commissioner of the Village, in writing, and under oath on forms provided by the Village Clerk.

(2) The following persons are required to file a completed Liquor License Application with the Village Clerk: any applicant seeking issuance of a new license, any applicant seeking to renew an existing liquor license, or any person seeking to acquire ownership in an entity currently possessing a valid liquor license.

(B) Except for temporary liquor license applications (Class C and E licenses), the Village Clerk shall schedule a public hearing before the Liquor Control Commission on each completed application for liquor license that seeks the issuance of a license for premises for which no liquor license of the same class has been issued within the preceding 1 year or for each completed application by a prospective new licensee for premises which already has a current liquor license. ~~A public hearing is also required for a transfer pursuant to § 117.27(J).~~

(1) The applicant for a liquor license that is subject to a public hearing by the Local Liquor Control Commission must give written notice to all occupants of properties within 350 feet of the lot line of the premises for which the license is sought, of the date, time, place and purpose of the hearing. The notice shall also state the name of the applicant, the address of the premises for which the applicant is seeking to have a liquor license issued, the type of liquor license applied for and the hours during which it is proposed that liquor will be sold on the premises if a license is issued. At least five (5) days prior to the meeting date, the notices shall be mailed or personally delivered by the applicant in envelopes to the "current owner/occupant" at each common property address, as assigned by the United State Postal Service, located within 350 feet of the lot line of the premises for which the license is sought. At the hearing, the applicant shall be required to provide an affidavit of delivery as evidence that he or she complied with the above notice provisions.

(2) The Liquor Commissioner may, in his or her discretion, waive Local Liquor Control Commission review of applications for a temporary liquor license (Class C and E licenses). If such review is not waived, the temporary license shall be considered at a meeting of the Local Liquor Commission. For Class C and Class E temporary license applications where review is not waived, notice of the meeting at which the application shall be considered by the Local Liquor Control Commission shall be provided as set forth in § 117.23.

(C) The applicant for a license hereunder, and all persons he or she proposes to use or uses as managers and bartenders, shall be fingerprinted, and a complete set of fingerprints maintained on file with the Police Department.

(D) As part of the application process, the applicant shall be required to execute a sufficient number of "personal inquiry waiver" forms so as to allow the Liquor Commissioner to obtain information about the applicant, and information about businesses located outside the Village in which the applicant has an interest, from other jurisdictions and law enforcement agencies.

(E) The Village Clerk shall maintain a Liquor License Application Checklist to aid in processing of application. Upon receipt of a liquor license application, the Village Clerk shall complete the Clerk's portion of the Liquor License Application Approval Checklist and then circulate the Checklist to the Finance Director, Police Chief, Building/Zoning Officer, and the Fire Chief or Fire Inspector, who shall verify whether or not the Applicant and the premises are in compliance with the Village's liquor license regulations found at Chapter 117 (Alcoholic Beverages) and the business license regulations found at Chapter 110 (Business Licenses). The Police Chief will perform a background check on the applicant and the Department Directors will perform compliance reviews. After completion, the Checklist will be returned to the Local Liquor Control Commissioner and the Local Liquor Control Commission for further action on the application."

SECTION 3: Code Amendments. Section 117.27 (Transfer of License), Chapter 117 (Alcoholic Beverages), Title XI (Business Regulations) of the Maywood Village Code, as amended, shall be further amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

"§ 117.27 TRANSFER OF LICENSE.

(A) A license shall be purely a personal privilege, good for not to exceed 1 year after issuance unless sooner revoked as provided in this chapter, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. Except as provided in division (B) of this section, such license shall not descend by the laws of testate or intestate devolution, but shall cease upon the death of the licensee; provided, however, that executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee, when such estate consists in part of alcoholic liquor under order of the appropriate court, may exercise the privileges of the deceased or insolvent or bankrupt's license after the death of such decedent, or such insolvency or bankruptcy until the expiration of such license but not longer than six (6) months after the death, bankruptcy or insolvency of such licensee.

(B) (1) A license may, upon the licensee's death, descend only to the licensee's spouse or children and in the event such licensee is not survived by a spouse or child then to the licensee's mother or father; provided, however, any such survivor must possess the same qualifications required by the deceased licensee. The passage of a license pursuant to the terms of this subsection shall not require the payment of any fees.

(2) Nothing contained in this subsection shall create any vested or property right in any liquor license in any person whatsoever, nor shall it limit or restrict the right of the Village to at any time amend or repeal this subsection.

(C) Except as otherwise provided herein and in division (J), when the licensee is a partnership or a corporation whose stock is not publicly traded ~~on~~^{at} a recognized stock exchange, the license shall

terminate whenever 50% or more of the ownership interest therein changes from that shown on the original license application. Prior to a transfer of 50% or more of the ownership, the partnership or corporation, through its officers/partners, shall submit a complete application and the required fees for the issuance of a new license, as provided herein, and said application is subject to approval by the Board of the Trustees and the Local Liquor Control Commissioner, in their sole discretion, and such approval is necessary for the new corporate ownership to sell and/or serve alcoholic beverages; ~~however, the provisions of this subsection shall not apply where the transfer of an ownership interest is made to an owner shown on the original license application who owned 25% or more of the ownership interest of such partnership or corporation at the time the original license application was approved by the Village and the owner is still eligible to hold a liquor license. Eligibility for a transfer of ownership interest pursuant to this exception shall be determined by submission of a completed liquor license application to the Local Liquor Control Commission for review as to the owners continuing eligibility to hold a liquor license. The Commission shall make a recommendation to the Local Liquor Control Commissioner regarding such eligibility. After receiving such recommendation, the Commissioner shall determine whether the owner continues to be eligible under provisions of § 117.22 of this chapter and so advise the licensee in writing. In the event that the transfer of ownership requires the issuance of a new liquor license and the transfer of ownership occurs prior to the approval of the application, the new corporate ownership shall be prohibited from selling and/or serving alcoholic beverages at the applied for location until the application is approved by the Board of Trustees and the Local Liquor Control Commissioner and all required fees for the liquor license have been paid to the Village.~~

(D) When the licensee is a corporation whose stock is publicly traded on a recognized stock exchange, the license shall terminate whenever 50% or more of the membership of the Board of Directors of the corporation changes from that shown on the original license application, or whenever 1 person who was not shown as an owner of 50% or more of the ownership interest in the publicly-traded corporation at the time of the original liquor license application, becomes an owner of a 50% or more ownership interest in the publicly-traded corporation. In such event, the corporation, through its officers/Board of Directors, must make application for the issuance of a new license as provided in this chapter.

(E) When the licensee is a partnership or corporation, no change in ownership from that shown on the original application involving the addition of a new partner(s) of such partnership or a new shareholder(s) who will own in the aggregate more than 5% of the stock of such corporation, shall be effective until such proposed change in ownership has first been reported in writing to the Local Liquor Control Commissioner along with a completed liquor license application. Such application shall be submitted to the Liquor Control Commission for review as to the new partner or shareholder's eligibility to hold a liquor license. The Commission shall make a recommendation to the Local Liquor Control Commissioner regarding such eligibility. After receiving such recommendation, the Commissioner shall determine whether the proposed new partner(s) or shareholder(s) is/are eligible under the provisions of § [117.22](#) of this chapter and shall so advise the licensee of his or her determination in writing. Any change in ownership without complying with the terms hereof shall constitute grounds for a fine and/or the suspension or revocation of the liquor license issued to such partnership or corporation.

(F) When the licensee is a corporation whose stock is publicly traded on a recognized stock exchange, no change in the membership of the Board of Directors of the corporation from that shown on the original application involving the addition of a new Director of such corporation shall be effective until

such proposed change in Directors has first been reported in writing to the Local Liquor Control Commissioner and the Commissioner finds that the proposed new Director is not ineligible under the provisions of § 117.22 of this chapter and so advises the licensee in writing. Any change in the membership of the Board of Directors without complying with the terms hereof shall constitute grounds for a fine and/or suspension or revocation of the liquor license issued to such corporation.

(G) When the licensee is a partnership or corporation whose stock is not publicly traded on a recognized stock exchange, no change in ownership from that shown on the original application involving the withdrawal of any partner or shareholder shall be made without reporting such change in ownership in writing to the Local Liquor Control Commissioner within ten (10) days of any such change in ownership. Any such change in ownership made without complying with the terms hereof shall constitute grounds for a fine and/or the suspension or revocation of the liquor license issued to such partnership or corporation.

(H) When the licensee is a corporation whose stock is publicly traded on a recognized stock exchange, no change in the membership of the Board of Directors from that shown on the original application involving the withdrawal, removal or elimination of any Director shall be made without reporting such change in the membership of the Board of Directors in writing to the Local Liquor Control Commissioner within ten (10) days of any such change. Any such change in the membership of the Board of Directors made without complying with the terms hereof shall constitute grounds for a fine and/or the suspension or revocation of the liquor license issued to such corporation.

(I) (1) In the event that a liquor license is granted to a corporation which issues franchises relative to its business locations, the liquor license issued to the corporation may be transferred to an authorized franchisee, notwithstanding any other provision of the Code, provided the following conditions are met:

(a) The appropriate application fee, as set forth in § 117.22 of this chapter, is paid, and submitted with an original liquor license application, by the franchisee.

(b) The franchisee qualifies for a liquor license in accordance with the provisions of this chapter.

(c) The corporation and franchisee submit written documentation to the Village evidencing the issuance of a franchise to the franchisee at the licensed location.

(d) The transfer request occurs within 180 days of the approval of the issuance of the liquor license to the corporation. Upon petition of the corporation, the Board of Trustees may grant an extension of the 180 days limitation upon a showing of good cause as to why the transfer could not occur within the initial 180-day period.

(2) Provided all the foregoing conditions are met, the liquor license may be transferred to the franchisee upon payment of transfer fee which shall be calculated based on the following formula:

$$\begin{array}{l} \text{Renewal Fee for the} \\ \text{Particular Class of License} \\ \text{Transfer Fee} \\ \text{as per § 117.22} \end{array} \times \begin{array}{l} \text{Number of days left} \\ \text{in the license year} \end{array} = \underline{\text{Total Fee}}$$

(3) If at any time after the transfer of the liquor license to the franchisee there is a change in the franchisee, it shall be the obligation of the corporation and the original franchisee to report the change, within ten (10) days after it occurs, to the Local Liquor Control Commissioner, and the new franchisee shall be required to apply for a new liquor license.

~~—(1) (1) Notwithstanding division (C) above, an existing Class B license may be transferred without the issuance of a new license in the event of a change in ownership interest of 50% or more from that shown on an original or the most recent Class B (package store) liquor license application or renewal application, so long as all of the following conditions are met:~~

~~—(a) The licensee is a partnership or a corporation whose stock is not publicly traded on a recognized stock exchange;~~

~~—(b) The individual or individuals who will acquire an interest of 50% or more (the “acquiring owner(s)”) has or have had an ownership interest, either individually or collectively, in the licensee of greater than 25% but less than 50% for at least 12 months prior to the transfer and is otherwise still eligible to hold a liquor license under this Code;~~

~~—(c) There have been no documented sales to minors or underage tobacco sales at the licensed premises in the past 12 months;~~

~~—(d) There have been no property maintenance citations issued against the licensed premises in the past 12 months;~~

~~—(e) Enhanced security measures in the form of documented improvements to existing security systems or new security installations at the licensed premises have been made in the past 12 months;~~

~~—(f) There have been exterior and/or interior improvements (e.g., new siding, facade, windows and doors, etc.) to the licensed premises and/or related property (e.g., rehabilitation or installation of new parking lot surface, on-site landscaping, etc.) in the past 12 months;~~

~~—(g) Law enforcement confirms that during the previous 12 months, there have been no significant problems at the licensed premises or, at a minimum, a significant decrease in the number of law enforcement response calls to the licensed premises. Such decrease may be based on police reports and calls, as well as on the Police Department’s experiences relative to the licensed premises. Increases in calls made by the licensee and employees themselves shall not be counted against the licensee, so long as the increases are indicative of increased cooperation with the Police Department by licensee and employees to reduce loitering and other criminal activity at or near the licensed premises; and~~

~~—(h) The transferee is in compliance with all other applicable Village Code provisions, including Chapter 110 (Business Licenses) and the Village Manager, Chief of Police and Building Director all confirm in writing to the Board of Trustees that they each have no objection to the license transfer.~~

~~—(2) Transfers pursuant to this subsection are subject to the following review and approval process. The licensee shall submit a completed liquor license application seeking a transfer pursuant to this subsection, which shall then be forwarded to the Local Liquor Control Commission for a public hearing with notice pursuant to § 117.21 regarding the eligibility of the transferee and a recommendation to the Local Liquor Control Commissioner as to whether the various requirements in this subsection have been~~

~~met. Should the Local Liquor Control Commissioner, upon receipt of such recommendation, then find that the requirements of this subsection have been met, a transfer pursuant to this subsection may be approved by the Board of Trustees by ordinance upon the favorable recommendation of the Local Liquor Control Commissioner."~~

SECTION 4: 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 5: 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 8: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

ADOPTED this ___ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by the Village President and attested to by the Village Clerk on the same day, on the ___ day of _____, 2023.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

Published by me in pamphlet form this _____ day of _____, 2023.

Tori-Love Garron, Village Clerk

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love Garron, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, 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. CO-2023-_____

**AN ORDINANCE AMENDING CHAPTER 117 (ALCOHOLIC BEVERAGES),
TITLE XI (BUSINESS REGULATIONS), SECTION 117.21 (APPLICATIONS FOR LICENSE)
AND SECTION 117.27 (TRANSFER OF LICENSE) OF THE MAYWOOD VILLAGE CODE
REGARDING LIQUOR LICENSE TRANSFERS**

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Board Meeting 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.

By: _____
Tori-Love Garron, Village Clerk

SEAL

THIS APPLICATION MUST BE COMPLETED WITH EITHER TYPEWRITTEN OR HANDWRITTEN LEGIBLE TEXT. APPLICATIONS THAT ARE NOT LEGIBLE WILL BE NOT ACCEPTED.

PROVIDING INACCURATE INFORMATION SHALL BE CAUSE FOR LICENSE DENIAL AND/OR REVOCATION.

VILLAGE OF MAYWOOD - RETAIL LIQUOR LICENSE APPLICATION

NEW / RENEWAL: New

DATE: 07/26/2023

(\$750.00 Non-Refundable Application Fee for issuance of new Liquor License; one-time only fee)

Nathaniel George Booker, Honorable Presiding Village President
and Local Liquor Control Commissioner
Village of Maywood, Illinois

Reference in this Application to an owner shall mean any person who is an owner of more than five percent (5%) of the corporation, a partner in a partnership or a member of a limited liability company, which is applying for the license. All questions must be answered completely. QUESTIONS ARE TO BE ANSWERED ACCURATELY. IF QUESTIONS ARE NOT ANSWERED ACCURATELY, THE LICENSE WILL BE SUBJECT TO REVOCATION. IT WILL NOT BE A DEFENSE THAT ANSWERS WERE GIVEN TO THE BEST OF THE ANSWERER'S KNOWLEDGE. IT IS YOUR RESPONSIBILITY TO ASCERTAIN THE ACCURACY OF YOUR RESPONSE.

IF MORE SPACE IS NEEDED TO FULLY RESPOND, ATTACH A SEPARATE PAGE(S).

The undersigned (an owner), Suheir Barakat (name),
Managing Member (title) of AWSB Holdings I, LLC d/b/a
S2 City Grill and Daquiri Bar (business name and assumed name) makes application for a Class _____
liquor license, at the address of 1001 W. Roosevelt Road for the period
ending December 31, 2023, and tenders the sum of \$ 750.00, the prescribed fee as set forth in
the following:

SCHEDULE OF ANNUAL FEES FOR THE VARIOUS CLASSES OF RETAIL LIQUOR LICENSES (SECTIONS 117.23 and 117.26 OF THE MAYWOOD VILLAGE CODE (MVC)):

	<u>Application Fee</u>	<u>Annual Fee</u> (Regular/**Extended Hours)
CLASS A: Full Service Restaurant	\$750.00	\$ 2,100.00 / \$ 2,400.00**
SUB-CLASS A-1: Full Service Restaurant with Video Gaming	\$750.00	\$ 3,100.00 / \$ 3,400.00
CLASS B: Package Store	\$750.00	\$ 5,000.00* / \$10,000.00*
CLASS C: Temporary License - Special Events (Non-Village Property; Two-Day Maximum)	\$ 75.00	\$ 75.00
CLASS D: Club	\$750.00	\$ 1,250.00
CLASS E: Temporary License (Per Day) Municipal Property Only	\$ 75.00	\$ 125.00
CLASS F: Banquet Hall License	\$750.00	\$ 1,000.00 / \$1,300.00**
SUB-CLASS F-1: Banquet Facilities / Restaurant	\$750.00	\$ 1,250.00 / \$2,000.00**
SUB-CLASS F-2: Banquet Facilities / Outdoor Liquor Café	\$750.00	\$ 300.00
CLASS G: Restaurant Beer and Wine Only	\$750.00	\$ 1,600.00 / \$1,900.00**
CLASS H: Limited Service Restaurant; Beer and Wine Only	\$750.00	\$ 1,250.00 / \$1,550.00**
CLASS I: Package Store – Beer and Wine Only	\$750.00	\$ 2,500.00
CLASS J: Outdoor Café License	\$750.00	\$ 300.00
CLASS K: Caterer License	\$750.00	\$ 750.00 / \$1,000.00**
CLASS L: Limited Restaurant – Recreational Facility	\$750.00	\$ 1,550.00 / \$1,850.00**
CLASS M: Video Gaming Café/Bistro – Beer and Wine Only	\$750.00	\$ 1,250.00 / \$2,000.00**
CLASS N: Bar and Grill License	\$750.00	\$ 1,250.00 / \$2,000.00**

*See Section 117.23(B)(2,3) for eligibility and annual fees for a Class B (Package Store) liquor license.

262657_5

AN OWNER MUST COMPLETE THIS APPLICATION. IF A MANAGER IS TO BE EMPLOYED BY THE OWNER, THE MANAGER WILL ALSO HAVE TO COMPLETE AND SUBMIT AN APPLICATION, WHICH WILL BE MARKED AS A "SUPPLEMENTAL APPLICATION." NO FEE WILL BE CHARGED TO PROCESS THE SUPPLEMENTAL APPLICATION. EACH LICENSE TERMINATES ON THE 31ST DAY OF DECEMBER.

THIS INFORMATION MUST BE PROVIDED FOR EACH INDIVIDUAL, WHO WILL AT ANY PARTICULAR TIME, BE THE PERSON ON THE PREMISES, AND HAVE SUPERVISORY OR MANAGEMENT RESPONSIBILITY OVER OTHER EMPLOYEES. IF NEEDED, PLEASE PROVIDE REQUIRED INFORMATION ON A SEPARATE SHEET OF PAPER. ALL MANAGEMENT PERSONNEL MUST BE FINGERPRINTED BY THE MAYWOOD POLICE DEPARTMENT, AND MUST MAKE AN APPOINTMENT FOR FINGERPRINTING 72 HOURS IN ADVANCE. NO FINGERPRINTING WILL BE DONE WITHOUT AN APPOINTMENT.

SPECIAL EVENT LICENSE APPLICANTS MUST COMPLETE THE ATTACHED "SPECIAL EVENT RIDER."

INFORMATION ON APPLICANT AND PERSON COMPLETING THIS APPLICATION.
Pursuant to Title XI, Chapter 117, Section 117.21 of the Maywood Village Code, please provide the following information.

- A. Name: Suheir Barakat
Male: _____ Female: X
- B. Mailing Address: _____
- C. Address of Residence: _____
- D. Home Phone No.: _____ Cell: _____
- E. Work Phone No.: 312-972-9227 E-mail: _____
- F. Are You A Citizen of the U.S.? Yes (X) No ()
- G. If naturalized citizen, time and place of naturalization: _____
- H. Place of Birth: USA
- I. Driver's License Number: _____
- J. Height: 5' 3"
- K. Weight: 145
- L. Color of eyes: Brown
- M. Color of hair: Brown
- N. Social Security number: _____
- O. Vehicles owned with registration numbers: _____
No vehicles owned by the business

- P. Businesses owned or operated within the last 5 years that required a liquor license, stating: (a) Name of business; (b) State and municipal liquor license numbers; (c) Address; and (d) Phone number.
- AWS Hospitality Group, Inc., d/b/a S2 Express Grill
 Business Name
- 7120 159th Street Orland Park, IL. 60462 708-840-4171
 Address Phone Number
- Dates owned: From 01/01/2022 To Current
- Describe any liquor license incident requiring police intervention:
None
- State liquor license #1A-1149783 Date of license 01/06/2022
 Municipal liquor license #29058 Date of license 01/04/2022
- Name, address and telephone number of municipality issuing liquor license:
Orland Park, 14700 Ravinia Avenue Orland Park, IL. 60462 708-403-6100
- Q. Has any of the Applicant's liquor licenses ever been suspended or revoked?
 Yes () No (X) Please Explain: _____
- R. State your relationship to the business for which the license is sought. _____
I am the Owner
- S. If this is a new license application, what kind of business was previously conducted in the space where you intend to operate your business? _____
A Restaurant
- T. Name and date of corporation to which license is to be issued. _____
AWSB Holdings I, LLC 04/20/2023
- U. Name, address, and phone number, under which the licensed business will be operated.
- S2 City Grill and Daquiri Bar 312-972-9227
 Business Name Phone Number
- 1001 W. Roosevelt Road Maywood, IL. 60153
 Address City/State/Zip Code
- V. Does the Applicant own the building or the space in which the business is located?
 Yes () No (X) [Attach proof of ownership (e.g., a deed) to this Application].
- W. Does the applicant lease the building or the space in which the business is located?
 Yes (X) No () [Attach a certified copy of Lease to this Application]

X. Is the nearest part of any church building used for worship services or educational programs within 100 feet of the nearest part of the proposed licensed premises?
 Yes () No (X)

Y. Is any school (other than an institution of higher learning), hospital, home for the aged, indigent persons or for veterans, their spouses and/or children within 100 feet of the proposed licensed premises? Yes () No (X)

Z. Do you have or intend to have a manager or a management contract with another entity or person, who is not a bona fide employee, to manage the licensed business for you?
 Yes () No (X)

AA. If the answer to Question Number 8 is "Yes," state the name, age, address and telephone number of the manager, or for a management company state the same information, as applicable, for the company and for any assigned representative of the company who will serve as the on-site manager.

N/A

(The manager or management company must complete and submit an Application, which will be marked as a "Supplemental Application.".)

BB. Has the Applicant made application for similar or other liquor license on premises other than described in this application? Yes (X) No ()
 (If yes, provide disposition of such application on the Addendum)

CC. Date of incorporation or organization of your company: 04/20/2023
 (As applicable, attach a copy of the Articles of Incorporation; Articles of Organization, Shareholders Agreement, Operating Agreement and Partnership Agreement).

DD. If the Applicant is a corporation or a limited liability company, has it ever been dissolved, either voluntarily or involuntarily? Yes () No (X) If yes, list the date of reinstatement:

EE. If the Applicant is incorporated or organized in a state other than the State of Illinois, you must attach the document pursuant to which the company is qualified under Illinois law to transact business in Illinois.

1. List the names, addresses, dates of birth, telephone numbers and social security numbers of all Officers and Directors. N/A

Name	Address	Office Held
Date of Birth	Social Security No.	Phone No.
Name	Address	Office Held
Date of Birth	Social Security No.	Phone No.
Name	Address	Office Held
Date of Birth	Social Security No.	Phone No.

2. List the names, addresses, dates of birth and social security numbers of all partners (if a partnership), members (if a limited liability company), or shareholders who own in the aggregate more than 5% of the stock of the corporation.

Suheir Barakat 3 100% Member

Name Address % of Stock

Date of Birth Social Security No. Phone No.

Name Address % of Stock

Date of Birth Social Security No. Phone No.

3. Is the Applicant a subsidiary of a parent corporation? No. If so, state the name, address and telephone number of the parent corporation. (The Local Liquor Control Commission has the right to require that the parent company complete and submit this Application).

4. Is the Applicant obligated to pay a percentage of profits to any person or entity not listed in Question Numbers 1 and 2? Yes () No (X) If yes, explain and identify the name, address and telephone number of such persons or entities:

5. Has the Applicant or any person listed in Question Numbers 1 or 2 or any of your managers ever held another liquor license in the United States? Yes (X) No () If yes, state the dates, city and state of each license:

License Holder: AWS Hospitality Group, Inc., d/b/a S2 Express Grill Date: 01/04/2022
City and State: Orland Park, IL.

License Holder: The New Some Place Else, Inc. Date: 10/29/2021
City and State: Chicago, IL.

Also: AWSB Holdings, LLC 12/14/2021 Chicago, IL

6. Has the Applicant or any person listed in Question Numbers 1 or 2 or any of your managers ever been denied a liquor license from any jurisdiction? Yes () No (X) If yes, state the particulars:

7. Has the Applicant or any person listed in questions 1 or 2, or any of your managers/personnel ever had a previous liquor license (whether wholesale or retail) revoked by the Federal Government or by any state, county or local government? Yes () No (X) If yes, explain:

8. Other than when making an initial application for a license, has the Applicant or any predecessor to or subsidiary or corporate parent entity of the Applicant ever been subject to charges, hearing or investigation by any jurisdiction with respect to a liquor license? No If yes, please state: (a) the previous licenser; (b) the licensee(s) by names and addresses; (c) the address of the licensed premises; and (d) the names of the licensed establishment and the date or dates of such revocation or suspension:

9. If the answer to Question Numbers 6 or 7 is "Yes," describe every charge on a separate sheet: (a) the date of the charge; (b) the final disposition of the charge; and (c) name, address and telephone number of the municipality or other jurisdiction bringing the charge.

If no charges were involved, state the reason for the investigation or hearing:

N/A

10. Has the Applicant, persons listed in Question Numbers 1 and 2, or any Staff members, your managers, ever been found guilty of a felony, a misdemeanor, including but not limited to any gambling offense, the sale or use of illegal drugs or any alcohol related traffic offense? No. If so, explain the charge, the date, the city and state where the charge was brought, and the disposition. This must include all findings of guilty, whether subsequently vacated or not and shall specifically include any orders of court supervision, whether satisfactorily completed or not.

Name of Person: _____ Charge: _____
Date: _____ City and State: _____
Disposition: _____

Name of Person: _____ Charge: _____
Date: _____ City and State: _____
Disposition: _____

11. Please attach a verified financial statement showing the assets and liabilities of the Applicant dated no later than thirty (30) days prior to date of the Application. Additionally, a verified financial statement must be submitted for all persons who will share in the profits or losses of a limited liability company or a partnership, which seeks a liquor license, as well as for shareholders owning more than five percent (5%) of a corporation which applies for a license.

12. The Applicant's Retailer Occupational Tax Registration (ROT) Number: 4486-6445 and
the Applicant's Federal Employer Identification Number (FEIN): 92-3892115

13. Is the Applicant delinquent in the payment of the Retailer's Occupational Tax (sales tax)?
No. If the answer is "Yes," explain: _____

14. Is any person listed in Question Numbers 1 and 2 or any of your managers an elected public official? Yes () No (X) If yes, state the office and unit of government: _____

15. Is any other person directly or indirectly connected with the operation, ownership or management of the Applicant's place of business or the premises to be licensed an elected public official? Yes () No (X). If yes, state the particulars: _____

16. Does any person listed in Question Numbers 1 or 2 or any of your managers hold any law enforcement office? Yes () No (X). If yes, name the title and agency:

Person: _____

Title: _____

Agency: _____

(When answering Question Numbers 17 through 26, the term "person" shall include any partnership in which the person was a partner, any limited liability company in which the person was a member, or any corporation in which the person was or is more than a 5% shareholder).

17. In the past two years, has any person listed in Question Numbers 1 or 2 or have any of your managers made any political contributions to any member of the Maywood Board of Trustees or to any member of the Illinois State Liquor Commission? No

18. If the answer to question number 17 is "Yes," identify each contribution and the amount:
N/A

19. Does any person listed in Question Numbers 1 and 2 or any of your managers possess a current Federal Wagering or Gambling Device Stamp? No. If so, state the reasons: _____

20. State the value of goods, wares and merchandise to be used in the business that are purchased and on hand at this time: Nothing at this time

21. If this is a renewal application, has the ownership or management changed in any manner since the prior application? _____. If yes, please explain the nature of the change(s): N/A

22. Does the business that is proposed to be licensed currently carry Dram Shop Insurance coverage for the premises or have a binder for Dram Shop Insurance coverage to be issued upon approval of the liquor license? Yes. If so, attach a copy of the insurance certificate or binder. The Applicant should provide the Village Manager with at least a binder during the application review process in order to expedite the consideration of the application. A certificate of insurance meeting the requirements of the Maywood Village Code must be provided to the Village Manager following license approval in order for a liquor license to be issued.

23. If the premises are leased, does the owner of the premises carry Dram Shop or Liability Insurance coverage? Yes. If so, attach a copy of the insurance certificate.

(If the answer to either Question Number 24, 25 or 26 is "No," no license shall be issued pursuant to Title XI, Chapter 117, Section 117.22 of the Maywood Village Code.)

24. Pursuant to Title XI, Chapter 117, Section 117.22 of the Maywood Village Code, no license shall be issued if any of the below statements cannot be answered in the affirmative by the Applicant. By signing this Application, the Applicant affirmatively states that the Applicant is:

- A. A person who is a resident of the Village (unless Subsections J, K or L apply).
- B. A person of good character and reputation in the community in which he or she resides.
- C. A person who is a citizen of the United States.
- D. A person who has not been convicted of a felony under any federal or state law, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.
- E. A person who has not been convicted of being the keeper of or is not keeping a house of ill fame.
- F. A person who has not been convicted of pandering, sexual molestation or other crime or misdemeanor opposed to decency and morality.
- G. A person whose license to sell alcoholic liquor has not been revoked for cause.
- H. A person who at the time of application for renewal of license issued hereunder would be eligible for such license upon a first application.
- I. A co-partnership, where all members of such co-partnership are qualified to obtain a license.
- J. A corporation where:
 - (i) No officer, manager, or director, stockholder or stockholders thereof owning in the aggregate more than five percent (5%) of the stock of such corporation, is ineligible to receive a license hereunder for any reason other than citizenship and residency.
 - (ii) It is incorporated in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois, it is in good standing under the state of incorporation.

- K. A person whose place of business is conducted and physically controlled and operated by a manager or agent and such manager or agent possesses the same qualifications required of an individual licensee hereunder.
 - L. A person who has not been convicted of a violation of any federal or state law concerning the sale or use of illegal drugs, or the manufacture, possession or sale of alcoholic liquor, or has not forfeited his bond to appear in court to answer charges of any such violation, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.
 - M. A person who either owns the premises (or the beneficial interest in a land trust owning the premises) for which a license is sought, or has a lease thereon for the full period for which the license is to be issued.
 - N. A person who is a beneficial owner of the business to be operated by the licensee.
 - O. A person who is not any full-time employee or officer of the Village, including members of the local liquor control commission, the Village President, members of the Board of Trustees, any members of either the Plan Commission, the Zoning Board of Appeals and the Board of Fire and Police Commissioners, and no such employee, member or official shall be interested in any way, either directly or indirectly, in the manufacture, sale, or distribution of alcoholic liquors.
 - P. A person or entity to whom a federal wagering stamp has not been issued by the federal government for the current tax period.
 - Q. A person who has not been convicted of a gambling offense as proscribed by any of subsections (a) (3) through (a) (11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.
 - R. A person who is twenty-one (21) years of age or older.
 - S. A person who has obtained a state liquor license
25. Pursuant to Title XI, Chapter 117, Section 117.22 of the Maywood Village Code, by signing this Application, the Applicant affirmatively states that:
- A. The Applicant has not been convicted of a felony or any other offenses prohibited under Title XI of the Maywood Village Code.
 - B. The Applicant will not violate any of the laws of the Village, the State or of the United States in the conduct or operation of the place of business to be licensed.

26. The Applicant shall complete and submit with this Application an Authorization for Release of Information Relative to Application for Retail Liquor License on a form approved by the Village and the attached Rider regarding the Village Code's prohibition on loitering.

IF A NEW MANAGER HAS BEEN OR IS ADDED TO THE BUSINESS, THAT PERSON MUST CONTACT THE MAYWOOD POLICE DEPARTMENT, (708) 450-4470, TO SCHEDULE AN APPOINTMENT TO BE FINGERPRINTED, AND MUST SUBMIT A SUPPLEMENTAL APPLICATION. THE APPOINTMENT SHOULD BE MADE MONDAY THROUGH FRIDAY FROM 9:00 A.M. TO 5:00 P.M.

A LIQUOR LICENSE IS NOT TRANSFERABLE. IF YOU ANTICIPATE A SALE OF THE BUSINESS, OR A CHANGE IN OWNERSHIP OR MANAGEMENT, IT IS YOUR SOLE RESPONSIBILITY TO ASSURE THAT THE REQUIRED NOTIFICATION AND/OR REAPPLICATION PROCESS IS STARTED AT LEAST 120 DAYS PRIOR TO THE CHANGE. ALL INVESTIGATIONS BY THE LOCAL AUTHORITIES MUST BE COMPLETED BEFORE THE LOCAL LIQUOR CONTROL COMMISSIONER AND LOCAL LIQUOR CONTROL COMMISSION WILL CONSIDER THE APPLICATION.

Corporate Seal
(If applicant is corporation)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, Suheir Barakat, first being duly sworn, under oath deposes and says that he/they is/are the Applicant(s) for the license requested in the foregoing Application; that he/they is/are of good repute, character and standing and that answers to the questions asked in the foregoing Application are true and correct in every detail. I further state that I have read and understand the Code provisions of the Maywood Village Code that govern the sale and delivery of alcoholic beverages. I further agree not to violate any of the laws of the State of Illinois, the United States of America or any of the ordinances of the Village of Maywood in the conduct of my place of business.

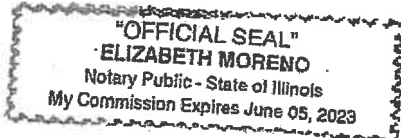
I ALSO UNDERSTAND THAT AN UNTRUE, INCORRECT OR MISLEADING ANSWER GIVEN IN THIS APPLICATION IS SUFFICIENT CAUSE FOR THE REFUSAL TO GRANT OR THE REVOCATION OF ANY LICENSE GRANTED PURSUANT TO THIS APPLICATION.

I further give my permission to the Village of Maywood or any agency of the Village of Maywood to check with any agency or individual named or referred to in this Application to verify or clarify any answer that I have given.


APPLICANT

Subscribed and Sworn to before me
this 18th day of May, 20 23.


NOTARY PUBLIC



APPLICATION APPROVED:

Local Liquor Control Commissioner

Date: 7-26-2023

Revised 7-7-2020

262657_4

RIDER TO MAYWOOD LIQUOR LICENSE APPLICATION

Chapter 117 (Alcoholic Beverages), Subsection 117.59 (Liquor in public places: vehicles; No loitering) of the Maywood Village Code states as follows:

"(c) It shall be a violation of the Village's Liquor Ordinance for any holder of a liquor license to allow any person or persons to loiter on the licensed premises. The term loiter means: stand, sit or lie in or upon any private parking lot, private sidewalk, private walkway area, or private property utilized for public use, so as to hinder or obstruct unreasonably the free passage of pedestrians thereon or so as to prevent the free access into or out of the entrance(s) of any licensed premises, which is open to the public. A holder of a liquor license who violates this subsection shall be subject to citation and to all penalties provided in Section 117.99, including but not limited to monetary fines and suspension or revocation of his or her liquor license. Upon presentation to the Local Liquor Control Commissioner of evidence that a holder of a liquor license has been found guilty or entered a plea of guilty in a court of law for violation of this subsection, the Commissioner shall immediately suspend the liquor license held by that person for a period of seven (7) days, during which a public hearing shall be held. At the public hearing, a holder of a liquor license who has been found guilty in a court of law or who enters a plea of guilty relative to such a violation shall be subject to all penalties provided in Section 117.99, including but not limited to monetary fines and suspension or revocation of his or her liquor license."

I, THE UNDERSIGNED LIQUOR LICENSE APPLICANT, HAVE READ CHAPTER 117 (LIQUOR) OF THE MAYWOOD VILLAGE CODE, INCLUDING SUBSECTION 117.59 ABOVE, AND UNDERSTAND THE LIQUOR LICENSE REGULATIONS THAT ARE SET FORTH IN CHAPTER 117 AND MY OBLIGATION TO COMPLY WITH THE LIQUOR LICENSE REGULATIONS SET FORTH IN CHAPTER 117. IN THE EVENT THAT I AM ISSUED A LIQUOR LICENSE, I UNDERSTAND AND AGREE THAT ANY VIOLATION OF THE LIQUOR LICENSE REGULATIONS SET FORTH IN CHAPTER 117 SHALL RESULT IN ME BEING SUBJECT TO ALL PENALTIES PROVIDED IN SECTION 117.99, INCLUDING BUT NOT LIMITED TO MONETARY FINES AND SUSPENSION OR REVOCATION OF THE LIQUOR LICENSE.

LIQUOR LICENSE APPLICANT

By: [Signature]
Applicant

Date: 05-18-23

By: [Signature]
Notary Public

Date: 05/18/2023



Maywood Liquor License Application Attachment List

- 1. Copy of Lease**
- 2. Articles of Organization**
- 3. Operating Agreement**
- 4. Verified Financial Statements**
- 5. Applicant Certificate of Dramshop Insurance**
- 6. Landlord Certificate of Dramshop Insurance**

Maywood Liquor License Application Attachment List

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Maywood Plaza

STORE LEASE

TENANT: AWSB Holdings LLC,- 1 Maywood

DATE: April 20, 2023

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ARTICLE I. BASIC LEASE PROVISIONS AND DEFINITIONS

Section 1.1 Basic Lease Provisions and Definitions. The following terms whenever used in this Lease shall have the meaning set forth in this Article unless otherwise limited or expanded elsewhere in this Lease.

- 1.1.1 DATE: April 20, 2023
- 1.1.2 LANDLORD: TF Portfolio II, LLC, an Illinois limited liability company.
- 1.1.3 LANDLORD'S AGENT AND ADDRESS: TF Portfolio II, LLC.
301 W Grand Avenue #366
Chicago, IL 60654
Attention: Nicholas M. Tadros

with a copy to: James V. Inendino
McDonald Hopkins
300 N. LaSalle Street, Suite 1400
Chicago, IL 60654
- 1.1.4 TENANT: AWSB Holdings LLC,- 1 Maywood
- 1.1.5 ADDRESS OF TENANT:
- 1.1.6 TENANT'S TRADE NAME: S2 City Grill & Daiquiri Bar
- 1.1.7 SHOPPING CENTER: Maywood Plaza
- 1.1.8 PREMISES: 1001 W. Roosevelt Rd, Maywood Illinois 60608
- 1.1.9 FLOOR AREA: Approximately 3,750 square feet.
- 1.1.10 ESTIMATED DATE FOR DELIVERY OF THE PREMISES TO TENANT: June 1, 2023
- 1.1.11 COMMENCEMENT DATE: August 1, 2023
- 1.1.12 TERM: 10 years
- 1.1.13 OPTION TO EXTEND TERM: So long as Tenant is not in default under the Lease, beyond any applicable grace or notice periods, Tenant shall have the right to renew the Lease for one (1) additional ten (10) year term ("Renewal Terms"), provided Tenant gives Landlord written notice of its intent to so renew at least six (6) months prior to the expiration of the previous Lease Term. Such renewal shall be under the same terms and conditions as the initial Lease Terms at rentals as shown in Section 1.1.14 hereof.
- 1.1.14 SECURITY DEPOSIT: N/A

1.1.15 ANNUAL BASE RENT:

Base Term	SF	PSF	Annual	Monthly
6/1/2023-5/31/2028	3,750	\$ 20.00	\$75,000.00	\$6,250.00
6/1/2028-5/31/2033	3,750	\$ 22.00	\$82,500.00	\$6,875.00
Option Period 1	SF	PSF	Annual	Monthly
6/1/2033-5/31/2038	3,750	\$ 24.20	\$90,750.00	\$7,562.50
6/1/2038-5/31/2043	3,750	\$ 26.62	\$99,825.00	\$8,318.75

1.1.16 USE: For the operation of a food and beverage restaurant with licensed video poker AND FOR NO OTHER PURPOSE.

1.1.17 TERMINATION DATE: The last day of the calendar month immediately preceding the 5th Anniversary of the commencement of the first Operating Year, or the last day of the calendar month immediately preceding the 5th Anniversary of either of the Renewal Terms.

1.1.18 TENANT'S PRO RATA PERCENTAGE: 100 % The ratio of (i) the Floor Area of the Premises to (ii) the leasable area of the Shopping Center, as the same may be configured from time to time less the leased area of any tenant space, if any, which pays separately for the applicable charge or charges. In the event of a change in the Floor Area of the Premises and/or the leasable area of the Shopping Center, Tenant's Pro Rata Percentage shall be adjusted accordingly by Landlord.

1.1.19 ORIGINAL ESTIMATE OF TENANT'S PRO RATA SHARE OF OPERATING COSTS: Tenant will maintain ground maintenance on the premises at their own cost.

1.1.20 ORIGINAL ESTIMATE OF TENANT'S PRO RATA SHARE OF REAL ESTATE TAXES: \$12.50/S.F.

1.1.21 Pass Thru Expenses Breakdown over Base Year:

Base Year	SF	RET	CAM	Total	Monthly
S2 City Grill	3,750	\$ 12.50	\$ -	\$ 12.50	\$3,906.25

Section 1.2 Significance of Basic Lease Provisions and Definitions. Each reference in this Lease to any of the Basic Lease Provisions and Definitions contained in Section 1.1 shall be deemed and construed to incorporate all of the terms provided under each Basic Lease Provision and Definition.

Section 1.3 Enumeration of Exhibits. The exhibits enumerated in this Section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as part of this Lease.

- Exhibit A. Site Plan of the Shopping Center.
- Exhibit B. Plan of the Premises.
- Exhibit C. Sign Criteria.

ARTICLE II. PREMISES AND TERM

Section 2.1 Shopping Center. Landlord is the owner of the shopping center depicted on Exhibit A and known as the Shopping Center set forth in Subsection 1.1.7.

Section 2.2 Premises. Landlord hereby leases to Tenant, and Tenant hereby accepts from

Landlord, subject to and with the benefit of the terms, covenants and conditions of this Lease, the Premises located substantially as shown on Exhibit A.

Section 2.3 Term. The term of this Lease shall be for the period commencing on the

Commencement Date (as set forth in Subsection 1.1.11), and ending on the Termination Date, unless sooner terminated, by lapse of time or otherwise pursuant to the terms of this Lease (the "Term").

Section 2.4 Reservation of Rights by Landlord. Landlord reserves the right to change the name of the Shopping Center, the size of the Shopping Center, the number, configuration, size and location of buildings therein, the dimensions of such buildings, the number of floors in any of such buildings, the dimensions of stores in such buildings and the identity and type of other stores and tenancies in the Shopping Center. Landlord reserves to itself the exclusive right to use the exterior walls, the roof, the air space above the roof, the space below the floor and the exclusive right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through, to or from the Premises and serving other parts of the Shopping Center in locations which will not materially interfere with Tenant's Use. Landlord further reserves the right to make available, alter, add to or delete from common areas in the Shopping Center, provided only that the Premises shall be located substantially as depicted on Exhibit A. Notwithstanding anything to the contrary, no representation or warranty, express or implied, is made as to the accuracy of the information, scale, design, configuration or locations on Exhibit A and Exhibit B and the same is subject to error, omissions, changes, alterations, additions and withdrawals without notice.

ARTICLE III. DELIVERY OF THE PREMISES AND THE PERFORMANCE OF TENANT'S WORK

Section 3.1 Plans and Specifications for Tenant's Work. If not attached as part of Exhibit C at the execution of this Lease, within thirty (30) days before the Delivery Date, Tenant shall submit to Landlord at Tenant's sole cost and expense, for Landlord's approval, Tenant's plans and specifications of Tenant's Work, as hereinafter defined (the "Plans and Specifications"), and any requested changes to the work to be performed by Landlord as set forth on Exhibit D ("Landlord's Work"), to accommodate such Plans and Specifications (however, it is expressly agreed that Landlord shall be under no obligation to accommodate such requested changes). "Tenant's Work" is hereby defined to mean any and all work, other than Landlord's Work, to be performed by Tenant necessary to render the Premises suitable for Tenant's Use including, but not limited to, Tenant's Work as described on Exhibit C attached hereto.

Section 3.2 Delivery of the Premises. Landlord has or will substantially complete the construction of the Shopping Center as well as Landlord's Work, in a good and workmanlike manner and in accordance with applicable building codes and zoning ordinances and shall deliver to Tenant possession of the Premises on the Date for Delivery of the Premises to Tenant. Landlord shall cooperate with Tenant in pursuing all construction guarantees relating to the construction of the Premises to Tenant. Landlord shall cooperate with Tenant in pursuing all construction guarantees relating to the construction of the Premises and Landlord shall assign to Tenant those construction guarantees relating to the items which Tenant is required to repair and maintain pursuant to the Lease. Landlord's delivery of the Premises to Tenant and Tenant taking possession thereof shall constitute an acknowledgement by Tenant that all of Landlord's Work, as delineated in Exhibit D hereof, is complete unless Tenant otherwise advises Landlord to the contrary in writing within thirty (30) days of Delivery of the Premises to Tenant. Upon receipt of Tenant's punchlist, Landlord shall promptly complete such incomplete items and remedy such defective items. Landlord shall also be responsible for latent defects in Landlord's work of which it is notified in writing within one (1) year after delivery of the Premises to Tenant. Tenant shall diligently pursue and complete Tenant's Work on or before the Tentative Commencement Date. All of Tenant's Work shall be in accordance with the Plans and Specifications submitted to and approved by Landlord and in compliance with all applicable statutes, ordinances, regulations and codes. Tenant's Work shall not be commenced until after the receipt by Tenant of the Permit, Landlord's written approval of the Plans and Specifications and Landlord's receipt of an insurance certificate required under Section 3.4.

Section 3.3 Failure to Deliver Possession. If Landlord is unable to deliver the Premises to Tenant on or before the Date for Delivery of the Premises to Tenant as stated in Section 1.1.10 hereof for any reason Landlord

shall not be subject to any liability as a result thereof, and such failure shall not affect the validity of this Lease or the obligations of Tenant hereunder. Landlord shall provide Tenant with no less than thirty (30) days prior written notice confirming said Delivery Date.

Section 3.4 Obligations of Tenant Before the Term Begins. Tenant shall observe and perform all of its obligations under this Lease (except its obligation to operate and to pay rent and those operational charges not applicable to the construction period prior to the Commencement Date) including, but not limited to, payment of all charges for utilities furnished to or used in connection with the Premises, from the date upon which the Premises are delivered to Tenant until the Commencement Date in the same manner as though the Term began when the Premises were delivered to Tenant. Landlord shall have no liability whatsoever for loss or damage to Tenant's Work or to fixtures, equipment or other property of Tenant or Tenant's contractors except to the extent any damage is caused by Landlord, or Landlord's agents. Tenant shall be solely responsible for the payment for and the performance and quality of Tenant's Work and Landlord shall have no responsibility therefor. Tenant's Work shall be performed and completed in accordance with the Plans and Specification approved by Landlord and shall be performed in a first class and workmanlike manner in accordance with all laws, rules, regulations and court orders. Tenant shall not commence Tenant's Work until Landlord has been provided with insurance certificates evidencing that the contractors and subcontractors performing Tenant's Work have in full force and effect adequate worker's compensation insurance as required by the laws of the state in which the Premises are located, public liability and builders risk insurance in such amounts and according to terms reasonably satisfactory to Landlord.

ARTICLE IV. RENT

Section 4.1 Rent. Tenant agrees to pay rent, in lawful money of the United States, in advance and without any demand, deduction or setoff, to Landlord's Agent at Landlord's Agent's Address or to such other person or at such other address as Landlord, or Landlord's Agent, may direct by notice in writing to Tenant from time to time, at the following rates and times:

(a) On the Commencement Date and on the first day of each calendar month thereafter during the Term, an amount equal to 1/12th of the Annual Base Rent for such Operating Year, as hereinafter defined (the "Monthly Base Rent"), except that the first installment of Monthly Base Rent shall be paid concurrently with the execution of this Lease by Tenant. If the Commencement Date is on a day prior to the first day of the first Operating Year, then the Monthly Base Rent for the period prior to the First Operating Year will be at the rate of the Monthly Base Rent due during the First Operating Year and prorated for such period; and

(b) Tenant's Pro Rata Share of Operating Costs and Real Estate Taxes calculated and paid as provided in Articles V and VI, respectively.

Tenant's obligation to pay rent and all other amounts due under this Lease shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.

Section 4.2 Operating Year. The term "Operating Year" means a period of twelve (12) consecutive calendar months with the first Operating Year commencing on the Commencement Date, unless the Commencement Date does not fall on the first day of a calendar month, in which event the first Operating Year shall commence on the first day of the first calendar month immediately following the Commencement Date and each succeeding Operating Year shall commence upon the anniversary date of the first day of the first Operating Year.

ARTICLE V. COMMON AREAS AND OPERATING COSTS

Section 5.1 Common Areas and Facilities. Landlord, at Landlord's option, may make available from time to time such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate, including the parking lot, sidewalks, roof and landscaped areas, which shall,

at all times, be subject to the exclusive control and management of Landlord (the "Common Areas"). Landlord shall operate, manage, equip, light, insure, repair and maintain the Common Areas and facilities in such manner as Landlord shall, in its sole discretion, determine. Landlord may from time to time change the size, location and nature of any Common Areas and facilities, may make installations therein and move and remove such installations. Notwithstanding anything contained to the contrary in any other provision of this Lease including, but not limited to, Exhibit A, Landlord reserves the right to increase, decrease and change the size or location of the Common Areas and/or to change Common Areas into rentable areas.

Section 5.2 Use of Common Areas. Tenant and its permitted concessionaires, licensees, sublessees, officers, employees, agents, customers and invitees shall have the non-exclusive right under a revocable license, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the Common Areas as designated from time to time by Landlord, subject to such regulations as Landlord, in its sole discretion, may from time to time establish including, but not limited to, the designation by Landlord of specific areas in which vehicles owned by Tenant, its permitted concessionaires, licensees, sublessees, officers, employees and agents must be parked or may not be parked. Tenant agrees to abide by such regulations and to cause its permitted concessionaires, licensees, sublessees, officers, employees and agents, and use its best efforts to cause its customers and invitees to conform thereto. In addition to its other rights hereunder, Landlord may at any time temporarily close any part of the Common Areas to make repairs or changes, to prevent the acquisition of public rights in such areas, to discourage non-customer parking or for other reasonable purposes, and may do such other acts in and to the Common Areas as in its sole discretion Landlord may deem desirable.

Section 5.3 Operating Costs. Tenant shall pay to Landlord, as additional rent hereunder, Tenant's Pro Rata Share of any and all costs and expenses of every kind and nature paid or incurred by Landlord (including appropriate reserves) in operating, managing, equipping, policing and protecting (if and to the extent provided by Landlord), insuring, servicing, lighting, repairing, replacing, cleaning and maintaining the Shopping Center (other than those facilities which Landlord is obligated to maintain at its expense pursuant to Section 8.1) less the contributions, if any, for items constituting Operating Costs by any tenant which pays separately for such item plus administrative costs attributable to the Shopping Center which are hereby stipulated and agreed to be fifteen percent (15%) of all other costs and expenses included in Operating Costs and such other costs as Landlord may reasonably determine are required for the proper operation and maintenance of the Shopping Center (the "Operating Costs").

Section 5.4 Tenant's Pro Rata Share. Tenant's Pro Rata Share of Operating Costs shall be calculated by multiplying (i) the Operating Costs for each calendar year or partial calendar year (based upon the number of days of such partial calendar year) during the Term by (ii) Tenant's Pro Rata Percentage of Operating Costs during such calendar year or partial calendar year.

Section 5.5 Payment of Operating Costs. Tenant shall pay to Landlord as additional rent on account of Tenant's Pro Rata Share of Operating Costs equal monthly installments on the first day of each calendar month in advance, without demand or setoff, in an amount estimated, from time to time, by Landlord to be Tenant's Pro Rata Share of Operating Costs. Tenant's Pro Rata Share of Operating Costs is initially estimated to be the Original Estimate of Tenant's Pro Rata Share of Operating Costs. After the end of each fiscal year Landlord uses for such purpose, Landlord shall furnish Tenant with a statement of the actual Operating Costs paid or incurred by Landlord during such period, and any over or under payment of Tenant's Pro Rata Share of Operating Costs shall be adjusted and paid (or, if Landlord elects, credited against future monthly payments of Operating Costs) by Landlord (so long as Tenant is not in default hereunder) or paid by Tenant, as applicable, within ten (10) days after delivery of such statement so that Landlord shall receive from Tenant the precise amount of Tenant's Pro Rata Share of Operating Costs for such period. If the Term has expired, Tenant was not in default and Tenant is no longer in possession of the Premises, then Landlord shall refund any overpayment of Operating Costs by Tenant. The covenants of this Section shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.

ARTICLE VI. REAL ESTATE TAXES

Section 6.1 Real Estate Taxes. Tenant shall pay to Landlord, as additional rent hereunder,

Tenant's Pro Rata Share of any and all real estate taxes, public, governmental and/or quasi-governmental regular and special charges, assessments, transportation or environmental protection taxes or levies or similar tax or levy of every kind and nature attributable to the Shopping Center during the Term, both general and special, extraordinary as well as ordinary, whether foreseen or unforeseen, less the contributions, if any, for items constituting Real Estate Taxes by any tenant which pays separately for such item (the "Real Estate Taxes"). Real Estate Taxes shall also include, but not be limited to, all expenses, including reasonable attorneys' fees, administrative hearing and court costs incurred in contesting or negotiating the amount or rate of any such Real Estate Tax. Landlord, Landlord's Agent or such other agent of Landlord as Landlord may appoint, shall have the exclusive right, but not the obligation, to contest or appeal any assessment of Real Estate Taxes levied on the Shopping Center. Should the state, or any political subdivision thereof or any governmental authority having jurisdiction thereover, impose an income or franchise tax or any other tax, fee, assessment, or other charge in substitution for, in lieu of, or in addition to any Real Estate Taxes, such taxes, fees, assessments and other charges shall also be deemed to constitute Real Estate Taxes.

Section 6.2 Tenant's Pro Rata Share. Tenant's Pro Rata Share of Real Estate Taxes shall be calculated by multiplying (i) the Real Estate Tax for each calendar year or partial calendar year (based upon the number of days of such partial calendar year) during the Term by (ii) Tenant's Pro Rata Percentage of Real Estate Taxes as of the assessment date for the particular Real Estate Tax. Tenant's Pro Rata Percentage of Real Estate Taxes shall be based upon the ratio of (i) the Floor Area of the Premises to (ii) the rentable area of the Shopping Center or the rentable area of the portion of the Shopping Center occupying the tax parcel of which the Premises are a part if such tax parcel is less than the entire tax parcel for the Shopping Center.

Section 6.3 Payment of Real Estate Taxes. Tenant shall pay to Landlord as additional rent on account of Tenant's Pro Rata Share of Real Estate Taxes equal monthly installments on the first day of each calendar month in advance, without demand or setoff in an amount estimated, from time to time, by Landlord to be Tenant's Pro Rata Share of Real Estate Taxes. Tenant's Pro Rata Share of Real Estate Taxes is initially estimated to be the Original Estimate of Tenant's Pro Rata Share of Real Estate Taxes. When the actual figures for such Real Estate Taxes are known, Landlord shall furnish Tenant with a statement of Tenant's actual Pro Rata Share of Real Estate Taxes and any over or under payment of Tenant's Pro Rata Share of Real Estate Taxes shall be adjusted and paid, (or, if Landlord elects, credited against future monthly payments of Real Estate Taxes), by Landlord (so long as Tenant is not in default hereunder) or paid by Tenant, as applicable, within ten (10) days after delivery of such statement so that Landlord shall receive from Tenant the precise amount of Tenant's Pro Rata Share of Real Estate Taxes for such period. The covenants of this Article shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.

Section 6.4 Lease Taxes. If any governmental entity or authority imposes a tax, fee, assessment or other charge upon or measured by reference to any of the rent or other charges payable by Tenant to Landlord under this Lease (whether such tax, fee, assessment or other charge (i) takes the form of a tax on rents, a sales tax or some other form, or (ii) is imposed upon Landlord or Tenant), Tenant shall be responsible for and shall pay in a timely manner all such taxes, fees, assessments and other charges (the "Lease Taxes"). Unless Landlord and Tenant otherwise agree in writing with respect to the payment thereof, Tenant shall pay to Landlord the amount of all Lease Taxes attributable to each payment of rent or other charges payable under this Lease together with the payment of such rent or other charges.

ARTICLE VII. UTILITY SERVICES

Section 7.1 Utilities. Tenant, at Tenant's sole cost and expense, shall be solely responsible for and shall promptly pay all charges for use or consumption of heat, air conditioning, sewer, water, gas, electricity or any other utility services to the Premises. Interruption or impairment of any such utility or related service, caused or necessitated by repairs, improvements, or other causes beyond Landlord's direct control, shall not give rise to any right or cause of action by Tenant against Landlord in damages or otherwise. Landlord shall not be liable for, and Tenant shall not be entitled to, an abatement of rent in the event of any interruption in the supply of any utility or related service, and the same shall not be construed as an actual or constructive eviction of Tenant. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's sole cost and expense in accordance with all laws, regulations and ordinances and in accordance with plans and specifications to be approved in writing in

advance by Landlord.

Section 7.2 Heating and Air Conditioning. Heating and air conditioning shall be thermostatically controlled in the Premises, and Tenant agrees to maintain, keep in good repair and replace when necessary during the Term at Tenant's sole cost and expense all heating, ventilating and air conditioning equipment and systems located in or serving the Premises. Landlord hereby assigns to Tenant its rights under any warranties Landlord has received, if any, with respect to such equipment and systems. At all times during the Term, Tenant shall, at Tenant's sole cost and expense, have and keep in force a maintenance contract (in a form and with a contractor satisfactory to Landlord) providing for inspection, maintenance and necessary repairs (including replacement) of the heating, ventilating and air conditioning equipment in or serving the Premises at least once each calendar quarter unless Landlord, at Landlord's option and Tenant's expense otherwise provides such maintenance service. The maintenance contract shall provide that it will not be cancelable by either party thereto except after thirty (30) days' prior written notice to Landlord. Tenant shall provide Landlord with a copy of such maintenance contract.

ARTICLE VIII. LANDLORD'S OBLIGATIONS

Section 8.1 Repairs by Landlord. Landlord shall, at its expense, keep the foundations, floor and exterior walls of the Premises (excluding glass, plate glass, store fronts and doors, door closures, door locks and the roof), in good order, repair and condition, unless any such work is required because of damage caused by any act, omission or negligence of Tenant, any employees, agents, invitees, guests, concessionaires, licensees, sublessees or contractors of Tenant or any of their respective employees, agents, invitees, guests, concessionaires, licensees, sublessees or contractors, or any person or entity claiming by, through or under Tenant in which event Tenant shall be responsible, at Tenant's sole cost and expense (or, at Landlord's option, Landlord shall make such repair and be reimbursed by Tenant), for such repair. Except as otherwise provided in this Section, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Premises, or any equipment, facilities or fixtures contained therein or serving the Premises, which shall be the sole responsibility of Tenant as provided in this Lease.

Section 8.2 Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant has committed no default under this Lease, Tenant's peaceful and quiet possession of the Premises during the Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord, subject to the terms and conditions of this Lease.

ARTICLE IX. TENANT'S ADDITIONAL COVENANTS

Section 9.1 Affirmative Covenants. Tenant covenants and agrees at its sole cost and expense at all times during the Term, such further time as Tenant occupies the Premises or any part thereof and such further time as indicated below:

9.1.1 To promptly perform all of the obligations of Tenant set forth in this Lease including, but not limited to, paying when due all Monthly Base Rent, Tenant's Pro Rata Share of Operating Costs and Real Estate Taxes and any and all other charges, rates and other sums which, by the terms of this Lease, are to be paid by Tenant (Tenant's Pro Rata Share of Operating Costs and Real Estate Taxes and any and all other charges, rates and other sums which, by the terms of this Lease, are to be paid by Tenant are sometimes collectively referred to as "other charges"), without any setoffs or counterclaims whatsoever. The foregoing covenant shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.

9.1.2 To open, occupy and continuously use the Premises only for Tenant's Use and for no other purpose; to operate its business in the Premises under Tenant's Trade Name only; and to conduct its business at all times in a first class and reputable manner.

9.1.3 Except when and to the extent that the Premises are untenable by reason of damage by fire or other casualty, to use and continuously operate only for Tenant's Use, all of the Premises other than such minor portions thereof as are reasonably required for storage and office purposes; to use such storage and office space only in connection with the business conducted by Tenant in the Premises; to furnish and install all trade fixtures which shall,

at all times, be suitable and proper for carrying on Tenant's business.

9.1.4 To conform to all rules and regulations which Landlord may make in the management and operation of the Shopping Center and require such conformance by Tenant's employees, agents, contractors, guests, invitees, permitted sublessees, concessionaires and licensees or any person or entity claiming by, through or under Tenant; to receive and deliver goods and merchandise only in the manner and at such times and in such areas as may be designated by Landlord; to keep all drains inside the Premises clean; and to store all trash and garbage in adequate containers, which Tenant shall maintain in a neat and clean condition so as not to be visible to members of the public shopping in the Shopping Center, and so as not to create any health or fire hazard, and to maintain a refrigerated area within the Premises for storage of wet garbage prior to pickup. Tenant shall not burn any trash or garbage at any time in or about the Shopping Center and Tenant shall, at Tenant's expense, attend to the daily disposal thereof in the manner designated by Landlord.

9.1.5 Except for repairs required in Section 8.1 to be performed by Landlord, to keep the Premises including, but not limited to, all entrances, vestibules, partitions, windows and window frames, moldings, doors, plumbing, electrical and lighting equipment and wiring, HVAC equipment, fixtures and equipment, the fire protection system, any security screen, wall and/or store front (the installation of which shall be subject to Landlord's approval) and fixtures and displays (including show windows and signs) clean, neat and safe and in good order, repair and condition (including all necessary replacement, painting and decorating), and to keep all glass, including that in windows, doors, store fronts, fixtures and skylights, clean, neat and safe and in good order, repair and condition, and to replace promptly glass which may be damaged or broken with glass of the same quality, damage by fire or other casualty covered by Landlord's insurance excepted. If, in an emergency, it shall become necessary to promptly make any repairs or replacements required to be made by Tenant, Landlord may enter the Premises and proceed to make such repairs or replacements and pay the cost thereof. Tenant shall reimburse Landlord for the cost thereof within thirty (30) days after Landlord renders a bill to Tenant.

9.1.6 To make all repairs, alterations, additions or replacements to the Premises and all mechanical, electrical and plumbing systems located within the Premises, whether interior or exterior, structural or nonstructural, required by any law or ordinance or any order or regulation of any public authority, or fire underwriters or underwriters' fire prevention engineers and to keep the Premises equipped with all safety appliances required because of Tenant's Use; to procure any licenses and permits required for Tenant's Use; and to comply with the laws, orders and regulations of all governmental authorities and the reasonable recommendations and requirements of Landlord's insurance carriers and their underwriters.

9.1.7 To promptly pay when due the entire cost of any work in the Premises undertaken by Tenant so that the Premises shall at all times be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all work in a first class, good and workmanlike manner employing new materials of good quality; to comply with all governmental requirements; and to defend, indemnify and hold Landlord, Landlord's beneficiaries and their respective partners, officers, directors, shareholders, employees and agents harmless from all claims, liability, injury, loss, cost, damage and expense (including, but not limited to, reasonable attorneys' fees and expenses) in respect to injury to, or death of, any person, or damage to, or loss or destruction of, any property occasioned by or growing out of such work.

9.1.8 To defend, indemnify and hold Landlord, Landlord's partners, beneficiaries and their respective agents, harmless from all claims, liability, injury, loss, cost, damage and expense (including, but not limited to, reasonable attorneys' fees and expenses) with respect to any injury to, or death of, any person, or damage, theft or destruction of any property, whether or not occurring on the Premises or any other part of the Shopping Center, occasioned by any act or omission of Tenant, Tenant's agents, employees, contractors, sublessees, concessionaires, licensees, invitees or guests or any other person or entity claiming by, through or under Tenant. The foregoing covenants shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.

9.1.9 To maintain in responsible companies, approved by Landlord, public liability insurance on the Premises during the Term of this Lease, insuring Tenant, as well as Landlord and Landlord's Mortgagees (as defined

in Section 12.5) as additional insureds thereunder, Landlord's beneficiaries and all of their respective agents, beneficiaries, partners, officers, servants and employees, from and against any and all claims, demands or actions for injury to or death of any one person in an amount of not less than \$1,000,000, for injury or death of more than one person in any one occurrence in an amount of not less than \$1,000,000 and for damage to property with a deductible of no more than \$1,000 and in an amount not less than \$500,000 made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises and the businesses of all of Tenant's sublessees, concessionaires and licensees and, in addition, and in like amounts, covering Tenant's contractual liability under the hold harmless provisions contained in this Lease; to carry like coverage against loss or damage by boiler or compressor or internal explosion of boilers or compressors, if there is a boiler or compressor in or serving the Premises; to maintain plate glass insurance covering all plate glass in the Premises; to maintain all-risk insurance including, but not limited to, fire, vandalism and malicious mischief and sprinkler leakage, extended coverage, covering all of Tenant's equipment stock-in-trade, trade and other fixtures, furniture, furnishings, floor coverings and all items of personal property of Tenant located on or within the Premises to the extent of 100% of their replacement cost naming Landlord as an additional named insured; and in the event liquor is sold from the Premises, to maintain liquor legal liability insurance. Tenant shall procure and maintain, at its expense, business interruption or extra expense insurance with coverage limits not less than those carried by a reasonably prudent tenant subject to Landlord's approval, but in no event less than the applicable Annual Base Rent. All insurance shall be in a form, and carried with responsible companies of recognized standing authorized to do business in the state in which the Premises are located, each satisfactory to Landlord and Landlord's Mortgagees and shall (a) provide that any release from liability or waiver of claim for recovery entered into in writing by the insured or any additional insured prior to any loss or damage shall not affect the validity of such policy or the right of any insured or additional insured to recover thereunder, (b) contain a waiver of subrogation clause in a form and content satisfactory to Landlord, and (c) provide that it will not be subject to cancellation, non-renewal, reduction or other change, except after at least thirty (30) days' prior written notice to Landlord. The policies or duly executed certificates for the same (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord on or before the Date for Delivery of the Premises to Tenant and, upon renewals or replacements of such policies, not less than thirty (30) days prior to expiration of the term of such coverage. If Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord, as additional rent due hereunder, the premium cost thereof upon demand.

9.1.10 That Landlord and Landlord's beneficiaries and their respective partners, officers, directors, shareholders, agents and employees shall not be liable for, and Tenant shall not be entitled to, an abatement in rent in respect of, and, to the extent permissible by state law, Tenant waives all claims for, damage to person or property sustained by Tenant or any person or entity claiming by, through or under Tenant resulting from, any accident or occurrence in or upon the Premises or the building of which they shall be a part, or any other part of the Shopping Center including, but not limited to: (a) any equipment or appurtenances becoming out of repair; (b) Landlord's failure to keep such building or the Premises in repair; (c) injury done or occasioned by wind, water or other natural element; (d) any defect in or failure of plumbing, heating, ventilating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, railings, elevators, escalators or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the discharge from any automatic sprinkler system; (h) the bursting, leaking or running of any tank, tub, washstand, sprinkler system, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises or the building of which the Premises are a part; (i) the escape of steam or hot water; (j) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near such building or the Premises or otherwise; (k) the falling of any fixture, plaster or stucco; and (l) any act, omission or negligence of Landlord, its beneficiaries or any of their authorized agents or employees, other tenants in the Shopping Center or of other persons or occupants of such buildings or of adjoining or contiguous buildings or of owners of adjacent or contiguous property.

9.1.11 To permit Landlord, its beneficiaries, mortgagees or their respective employees, agents and contractors, to enter the Premises at reasonable times (except, in case of an emergency, at any time) for the purpose of inspecting the Premises, or making repairs, additions or alterations thereto or to the building in which the Premises is located, and of showing the Premises to prospective purchasers, lenders and tenants, and other persons having a legitimate interest in inspecting the Premises.

9.1.12 To remove, at Tenant's sole cost and expense, at the expiration or termination of this Lease, due to the lapse of time or otherwise, all of Tenant's goods and effects which are not permanently affixed to the Premises, Tenant's store sign, all carpet, and all of the alterations and additions made by Tenant, as Landlord may request; to repair any damage caused by such removals; to deliver all keys for and all combinations on all locks, safes and vaults in the Premises to Landlord; and to peaceably yield up the Premises and all alterations, additions, floor covering and carpeting thereto (except such as Landlord has requested Tenant to remove) and all decorations, fixtures, furnishings, partitions, heating, ventilating and cooling equipment and other equipment, which are permanently affixed to the Premises, which (if not then the property of Landlord) shall thereupon become the property of Landlord without any payment to Tenant, in clean and good order, repair and condition, damage by fire or other casualty and reasonable wear and tear excepted. Any personal property of Tenant not removed within five (5) days following such expiration or termination shall, at Landlord's option, become the property of Landlord without payment to Tenant. Tenant waives all rights to notice and all common law and statutory claims and causes of action against Landlord subsequent to such five (5) day period. The foregoing covenants shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.

9.1.13 To remain fully obligated under this Lease notwithstanding any assignment or sublease or any indulgence granted by Landlord to Tenant, Tenant's assignee, sublessee or guarantor of Tenant's obligations hereunder.

9.1.14 To give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Premises or the Common Areas of which Tenant has knowledge.

9.1.15 To keep the Premises sufficiently heated at all times to prevent water pipes from freezing and any other damage occurring due to low temperatures in the Premises.

9.1.16 To install, maintain and keep in good repair, at Tenant's sole cost and expense, signs bearing Tenant's Trade Name on the Premises, visible from outside of the Premises, in accordance with the Sign Criteria (a copy of which is attached as Exhibit C) as amended by Landlord from time to time.

Section 9.2 Negative Covenants. Tenant covenants and agrees at all times during the Term and such further time as Tenant occupies the Premises or any part thereof:

9.2.1 Not to injure, overload, deface or otherwise harm the Premises or the Shopping Center; nor commit any nuisance; or unreasonably annoy owners or occupants of neighboring property; nor use the Premises for any hazardous purpose or in any manner that will suspend, void, make inoperative or increase the cost of any policy of Shopping Center Insurance; nor burn any trash or refuse within the Shopping Center; nor sell, display, distribute or give away any alcoholic liquor or beverages; nor permit or cause odors to emanate or be dispelled from the Premises; nor solicit business in the Common Areas nor distribute advertising material to, in or upon any Common Areas; nor sell, distribute or give any product or service which tends to create a nuisance in the Common Areas; nor make any use of the Premises which is improper, offensive or contrary to any law or ordinance or any regulation of any applicable governmental authority.

9.2.2 Not to make any alterations or additions to the Premises, nor permit the making of any holes in the walls, partitions, ceilings or floors; nor place a load on any floor in the Shopping Center or Premises which exceeds the floor load per square foot which such floor was designed to carry; nor permit any roof penetrations; nor install any electrical equipment which overloads the electrical panel to the Premises; nor permit the painting or placing of any exterior signs, placards or other advertising media, awnings, aerials, antennas, or the like, without on each occasion obtaining the prior written consent of Landlord, which consent shall depend in part upon Landlord's review and approval by Landlord of plans and specifications which are deemed necessary or appropriate by Landlord, and on each occasion complying with all applicable statutes, ordinances, regulations, codes and Landlord's sign and design criteria. If Landlord consents to any roof penetration, Tenant shall cause such penetration to be made under and pursuant to the supervision of Landlord's roofing contractor, at Tenant's sole cost and expense.

9.2.3 Not to assign, sell, mortgage, pledge, hypothecate or in any manner transfer or encumber this Lease or any interest therein, whether by operation of law or otherwise, and not to assign this Lease or sublease the Premises or any part thereof, or permit occupancy by anyone with, through or under it without the prior written consent of Landlord, in Landlord's sole discretion. Consent by Landlord to any assignment or subletting shall not waive the necessity for consent to any subsequent assignment or subletting. Tenant shall pay to Landlord all of Landlord's costs which are incurred in reviewing Tenant's request for such consent including, but not limited to, Landlord's attorneys' fees and expenses.

9.2.4 Not to operate or use, or permit or suffer to be operated or used, all or any part of the Premises for any use or purpose other than Tenant's Use, nor any other use or purpose which is inconsistent with the image and standard of quality of the Shopping Center, it being mutually acknowledged that the Shopping Center is to be operated as a first class shopping center; and not to violate any exclusive rights granted to other tenants of the Shopping Center of which Tenant has been given, or in the future is given, written notice by Landlord, provided Tenant may continue to use the Premises in accordance with the terms of this Lease.

9.2.5 Not to suffer any mechanics', laborers' or materialmen's liens to be filed against the Premises or the Shopping Center or any interest therein by reason of any work, labor, services performed at, or materials furnished to, or claimed to have been performed at, or furnished to, the Premises, by, or at the direction or sufferance of, Tenant, or anyone holding the Premises or any portion thereof, through or under the Tenant; provided, however, that if any such liens shall, at any time, be filed or claimed, Tenant shall have the right to contest, in good faith and with reasonable diligence, any and all such liens, provided security reasonably satisfactory to Landlord is deposited with Landlord to insure payment thereof, together with all interest and other costs associated therewith and to prevent any sale, foreclosure or forfeiture of the Premises or the Shopping Center by reason of nonpayment thereof. On final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released of record and any judgment satisfied.

9.2.6 Not to locate any fixtures, equipment, inventory, signs, placards or any other kind of advertising material in the Common Areas nor outside of the store front or store windows in the areas, if any, of the Premises between such front or windows and the border line between the Premises and the Common Areas.

9.2.7 Other than customary window displays installed in compliance with Landlord's sign criteria and consistent with the character and standards of the Shopping Center, not to affix, maintain or locate (1) upon the glass panes or supports of any window (or within less than twenty-four (24) inches of any window or glass door), (2) upon doors or any exterior walls, including the rear of the Premises, or (3) within twenty-four (24) inches of the lease line where the Premises shall have an open or glass front, any merchandise, inventory, fixtures, equipment, signs, advertising placards, names, insignias, trademarks, descriptive material or any other such like item or items; except all such items as shall have first been approved in writing by Landlord as to size, type, color, location, copy, nature and display qualities.

9.2.8 Not to bring, place, hold, dispose of or permit to remain in, on, under, about or into the atmosphere of the Premises or the Shopping Center, any asbestos, in any form or condition, petroleum or petroleum products, including, but not limited to, crude oil or any fraction thereof, explosives, toxic materials, or substances defined as hazardous wastes, hazardous materials, or hazardous substances under any federal, state, or local law or regulation (the "Hazardous Materials"), except ordinary office products used on the Premises or the Shopping Center and stored in the usual manner and quantities. Tenant's violation of the foregoing prohibition shall constitute a material breach and default hereunder and Tenant shall indemnify, hold harmless and defend Landlord from and against any claims, damages, penalties, liabilities and costs (including reasonable attorneys' fees and court costs) caused by or arising out of (i) a violation of the foregoing prohibition, or (ii) the presence or any release of any Hazardous Materials in, on, under, about or into the atmosphere of the Premises or the Shopping Center during the term of this Lease. Tenant shall clean up, remove, and repair any soil or ground waste contamination and damage caused by the presence and any release of any Hazardous Materials in, on, under, about or into the atmosphere of the Premises or the Shopping Center prior to, during, or after the term of this Lease in conformance with the requirements of applicable law or any existing or future lender. Tenant shall immediately give Landlord written notice of any suspected breach of this paragraph upon learning

of the presence or any release of any Hazardous Materials, and upon receiving any notices from governmental agencies pertaining to Hazardous Materials which may affect the Premises or the Shopping Center. The obligations of Tenant hereunder shall survive the expiration or earlier termination, for any reason, of this Lease.

To the best of Landlord's actual knowledge, Landlord hereby warrants and represents that: (a) the Premises has never been used by the current owners or occupants to generate, transport, treat, store, manufacture, emit, dispose of, refine or handle any dangerous toxic or hazardous pollutants, chemicals, wastes or substances, (b) the Premises does not contain any underground storage tanks or any asbestos, polychlorinated biphenyls (PCBs) or other toxic materials, pollutants, hazardous substances or hazardous wastes, or (c) Landlord has not received a summons, citation, directive, letter or other communication, written or oral, from any state agency or the U. S. Government concerning the Premises of any intentional or unintentional action or omission on Landlord's part as a result of the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of toxic or hazardous pollutants, chemicals, wastes or substances into waters or onto land of the state in which the Premises is located, or into water outside the jurisdiction of the state in which the Premises is located, and the Premises is not subject to any "superfund" type liens or claims by governmental regulatory agencies or other third parties arising from the release or threatened release of toxic or hazardous pollutants, chemicals, wastes or substances in, on or about the Premises.

Landlord shall indemnify, defend and hold Tenant harmless from and against any and all loss, cost, liability, damage or expense (including without limitation attorneys' fees, investigation and court costs) which Tenant may incur, sustain or suffer or which may be asserted against Tenant by reason of any violation of any representation or warranty made by Landlord herein; and liability Tenant may incur for cleanup or response costs, fines or penalties resulting from a release or a threatened release of any materials defined above.

ARTICLE X. DAMAGE OR TAKING AND RESTORATION

Section 10.1 Fire, Explosion or Other Casualty.

10.1.1 If a fire, explosion or other casualty damages either the Premises by fifty percent (50%) or less of its replacement cost, or the Shopping Center by twenty-five percent (25%) or less of its replacement cost, then Landlord shall repair the damage to the Premises, if any, caused by such casualty within ninety (90) days after insurance proceeds are available therefor; provided, said ninety (90) day period shall be extended so long as Landlord is diligently prosecuting such repair work. If a fire, explosion or other casualty damages either the Premises by more than fifty percent (50%) of its replacement cost, or the Shopping Center by more than twenty-five percent (25%) of its replacement cost, then Landlord may elect to terminate this Lease by giving Tenant notice thereof within ninety (90) days after the casualty, in which case this Lease shall terminate as of the thirtieth (30th) day after the date such notice is sent by Landlord.

10.1.2 If a casualty renders the Premises untenable, in whole or in part, and the damages shall not have been due, in whole or in part, to the default or neglect of Tenant, a proportionate abatement of Monthly Base Rent and Tenant's Pro Rata Share of Operating Costs and Real Estate Taxes shall be allowed from the date when the damage occurred until the date Landlord completes its work in the Premises pursuant to this Section, such proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the Floor Area of the Premises. If a casualty occurs damaging the Premises and this Lease is not terminated, Tenant shall repair or replace Tenant's Work and Tenant's stock-in-trade, fixtures, furniture, furnishings, floor coverings and equipment and, if Tenant has closed, Tenant shall reopen for business as soon after Landlord's completion of its repair of the Premises as reasonably possible.

10.1.3 If the Premises are damaged by a casualty, such casualty was not due, in whole or in part, to the default or neglect of Tenant, and Landlord fails to substantially complete its repairs of the Premises (punch list items excepted) within the period provided for such repairs in Subsection 10.1.1, then Tenant may elect to terminate this Lease by giving Landlord written notice thereof after such period, but prior to Landlord's substantial completion of its repairs of the Premises, in which case this Lease shall terminate as of the date Landlord receives such notice. Except as

provided in this Subsection, Tenant waives any right to cancel this Lease as a result of damage to the Premises because of any casualty pursuant to any presently existing statute, any statute that may be enacted in the future, or any other law.

Section 10.2 Eminent Domain.

10.2.1 If all or any portion of the Premises is taken by any public authority by the exercise, or under the threat of the exercise, of the power of eminent domain (collectively, a "Condemnation"), this Lease shall terminate as of the day the right to possession is taken.

10.2.2 If more than twenty-five percent (25%) of the total area of the Shopping Center is taken by Condemnation, Landlord may elect to terminate this Lease by giving Tenant notice thereof, said termination to be effective on the day the right to possession of such portion of the Shopping Center is taken.

10.2.3 All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises or otherwise and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation; provided, Tenant may seek a separate award in a separate action for Tenant's personal property, moving expenses and lost business, and Landlord will cooperate with Tenant with regard thereto, so long as no such award is based upon a diminution of Tenant's leasehold interest hereunder and no such award will reduce the amount of any award which would otherwise be receivable by Landlord. Tenant agrees to execute such instruments of assignment as may be required by Landlord, to join with Landlord in any petition for the recovery of damages, if requested by Landlord, and to turn over to Landlord any such damages that may be recovered in any such proceeding.

ARTICLE XI. TENANT'S DEFAULT AND REMEDIES

Section 11.1 Defaults by Tenant. Without further notice, Landlord may, at its option, exercise any of the remedies for breach of this Lease provided herein or provided at law, in equity or by statute, if any of the following events ("Event of Default") occurs:

- (a) Tenant fails to pay any and all Monthly Base Rent, Tenant's Pro Rata Share of Operating Costs or Real Estate Taxes or other charges or payments provided to be made under this Lease within five (5) days after the same shall be due;
- (b) Tenant fails to open for business as provided in Subsection 9.1.2 or ceases operation in all or a material portion of the Premises prior to the Termination Date or abandons or vacates the Premises;
- (c) Tenant fails to immediately cure any hazardous or environmental condition which Tenant has created after Tenant receives notice thereof or, if earlier, after Tenant has actual knowledge thereof;
- (d) Tenant does not pay within ten (10) days after written demand any other liability to Landlord arising out of, or in connection with, any obligation of Tenant to Landlord relating to the Shopping Center;
- (e) Tenant fails to perform in a complete manner any other term, covenant or condition of Tenant in this Lease and, unless it is expressly provided in this Lease that a specified act or omission by Tenant constitutes a default hereunder without notice from Landlord, such failure continues for thirty (30) days after notice thereof;

- (f) A receiver or similar officer becomes entitled to this leasehold;
- (g) Tenant's interest in this Lease is taken by execution or other process of law in any action against Tenant;
- (h) The Premises are levied upon by any revenue officer or similar officer;
- (i) Tenant does, or permits to be done, any act which creates a mechanic's lien or claim against the Premises or the land or building of which the Premises are a part and Tenant does not promptly comply with the provisions hereunder with respect thereto;
- (j) Tenant shall repeatedly be late in the payment of any rent or other charges to be paid hereunder or shall repeatedly default in the keeping, observing or performing of any other term, covenant or condition to be kept, observed or performed by Tenant (provided notice of such late payment or other defaults shall have been given to Tenant, but whether or not Tenant shall have timely cured any such late payment or other defaults of which notice was given). For purposes of this Section only, the term "repeatedly" shall mean three or more occurrences within any period of twelve consecutive calendar months; or
- (k) Tenant has submitted any fraudulent report required to be furnished hereunder or breaches any representation or warranty made hereunder.

Section 11.2 Termination Upon Default. Upon the occurrence of any Event of Default, Landlord may, in addition to all other rights and remedies it may have, terminate this Lease by giving written notice to Tenant. Either before or after such termination of this Lease, Landlord may re-enter the Premises, with process of law, to remove all persons, fixtures and chattels therefrom and, at Landlord's option, to store the same at Tenant's expense. Tenant shall pay to Landlord on demand, as damages and not as a penalty, the sum of (1) any and all rents and other charges due and payable by Tenant as of the date of termination, plus (2) the unamortized cost to Landlord, computed in accordance with generally accepted accounting principles, of improvements to the Premises, if any, provided by Landlord at its expense or otherwise paid for by Landlord, plus (3) a sum of money equal to the then present value using an annual discount rate equal to the Corporate Rate (as hereinafter defined) as of the date the Lease is terminated less 2% of (i) the Annual Base Rent for the remainder of the Term, Tenant's Pro Rata Share of Operating Costs, Real Estate Taxes and all other charges provided herein to be paid by Tenant to Landlord for the remainder of the Term, less (ii) the fair rental value of the Premises for said period (not of the cost of reletting the Premises), plus (4) the cost of performing any other covenants to be performed by Tenant for the remainder of the Term, plus (5) any other damages sustained by Landlord due to any Event of Default including, but not limited to, reasonable attorneys' fees and court costs. Nothing contained herein shall limit or prejudice the right of Landlord to prove for and obtain as damages, by reason of such Event of Default, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount referred to above.

Section 11.3 Repossession Upon Default. Upon the occurrence of any Event of Default, Landlord may repossess the Premises by forcible entry detainer suit or otherwise, without demand or notice of any kind to Tenant (except as otherwise expressly provided for) and without terminating this Lease, in which event Landlord shall use commercially reasonable efforts to relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Landlord (which may include reletting the Premises for a term greater or lesser than that remaining under the Term, reletting the Premises as a part of a larger area, and changing the character or use made of the Premises); provided, if other space in the Shopping Center is then available or is expected to become available, Landlord may endeavor to lease such other space to prospective tenants rather than the Premises. For the purpose of such reletting, Landlord may decorate and make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient. Whether or not the Premises or any part are relet, Tenant shall pay to Landlord on demand any and all rents and other charges payable by Tenant as of the date Landlord repossesses the Premises. Tenant shall be liable for and shall pay from time to time upon demand from Landlord the difference between (1) the Annual Base Rent

or any portion thereof, Tenant's Pro Rata Share of Operating Costs, Real Estate Taxes and all other charges provided herein to be paid by Tenant for the remainder of the Term, and (2) the net avails of any reletting, if any, during the Term and Tenant agrees that Landlord need not wait until the termination of this Lease to recover any sums falling due under the terms of this Section. If the Premises are relet, Tenant shall pay to Landlord, upon demand, any cost or expense incurred by Landlord in such reletting including, but not limited to, any and all expenses for decorations, repairs, changes, alterations, additions, brokers' commissions and reasonable attorneys' fees. In no event, however, shall Landlord be under any obligation to relet the Premises for any purpose, nor shall Landlord be liable for any failure to relet, failure to collect rent or giving rental or other concessions to any new tenant. No such re-entry or reletting by Landlord shall constitute an election to terminate this Lease unless and until Landlord gives Tenant written notice of Landlord's election to terminate, nor shall it relieve Tenant of its obligations under this Lease, all of which shall survive such repossession, reletting or both.

Section 11.4 Bankruptcy Default. If Tenant or any Guarantor of this Lease shall become bankrupt or insolvent or unable to pay its debts as such become due, or shall file any debtor proceedings, or if Tenant or any Guarantor shall take or shall have taken against either party, in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such Guarantor's property, which petition is not dismissed within thirty (30) days, or if Tenant or any such Guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, then the occurrence of any one of such events shall constitute an Event of Default and Landlord may exercise any of the remedies for an Event of Default provided herein or provided at law, in equity or by statute.

Section 11.5 Additional Remedies. In the event of any breach or threatened breach by Tenant of any of the terms, covenants or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as through re-entry, summary proceedings, and other remedies not provided for in this Lease.

Section 11.6 Interest and Late Charge on Late Payment. Any rent or other charges to be paid hereunder by Tenant which shall not be paid when due shall bear interest at the rate of eighteen percent (18%) per annum, from the date when the same is due and payable under the terms of this Lease until the same shall be paid (the "Default Rate"). In addition, if Tenant fails to pay rent or any other charge when due, then Tenant shall pay Landlord a late payment service charge covering administrative and overhead expenses equal to One Hundred Dollars (\$100.00). Tenant shall pay a Twenty-Five Dollar (\$25.00) charge for any checks written to Landlord and returned for insufficient funds.

Section 11.7 Holdover by Tenant. Any holding over by Tenant of the Premises after the expiration of the Term of termination of this Lease shall operate and be construed to be a tenancy from month-to-month only, at a rental rate equal to twice the latest applicable Monthly Base Rent. Nothing in this Section shall be construed to give Tenant the right to hold over after the expiration or termination of this Lease, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises.

Section 11.8 Landlord's Right to Cure Defaults. Landlord may, but shall not be obligated to, at any time, without notice, cure any default by Tenant under this Lease, and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default including, without limitation, reasonable attorneys' fees and expenses, shall be deemed additional rent immediately due and payable upon demand together with interest (except in the case of attorneys' fees) at the Default Rate.

Section 11.9 Effect of Waivers of Default. No consent or waiver, expressed or implied, by Landlord to or of any breach of any term, covenant or condition of this Lease shall be construed as a consent or waiver to or of any other breach of the same or any other term, covenant or condition. No payment by Tenant nor receipt from Landlord of a lesser amount than the rent or other charges due hereunder shall be deemed to be other than on account of the earliest unpaid rent or other charges due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or other charge or pursue any other

remedy available to Landlord.

Section 11.10 Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient by Landlord.

Section 11.11 Costs of Collection. Tenant or Landlord, as the case may be (the "Indemnitor"), shall on demand pay or reimburse the other party (the "Indemnitee") for expenses of the Indemnitee including, but not limited to, reasonable attorneys' fees, expenses and administrative hearing and court costs, in both the trial and any and all appellate proceedings, incurred either directly or indirectly, (i) in successfully enforcing any obligation of the Indemnitor under this Lease, and (ii) in defending or otherwise participating in any legal proceedings initiated by or on behalf of the Indemnitor where the Indemnitee is not adjudicated to be in default under this Lease.

Section 11.12 Security Deposit. To secure the prompt and faithful performance by Tenant of each and every term, covenant and condition to be performed or observed by Tenant hereunder including, without limitation, such terms, covenants and conditions in this Lease which become applicable upon the termination of this Lease or Tenant's right to possession of the Premises, Tenant has deposited the sum set forth in Subsection 1.1.16 with Landlord or Landlord's Agent as a security deposit (the "Security Deposit"). The Security Deposit shall be subject to the following terms and conditions:

- (a) From time to time, all or a portion of the Security Deposit may be applied to the curing of any Event of Default that may then exist, without prejudice to any other remedy which the Landlord may have on account thereof, and upon such application, Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount;
- (b) Neither Landlord's Agent, or its partners, if any, nor Landlord in its individual capacity, shall have any responsibilities with respect to the Security Deposit and Tenant shall look exclusively to Landlord as trustee, or its successors hereof, for return of the Security Deposit upon the expiration of this Lease;
- (c) Landlord or its successors shall not be obligated to hold the Security Deposit in a separate fund, and may commingle the same with its other funds; and
- (d) If Tenant faithfully performs and observes all of Tenant's obligations, covenants, conditions and agreements hereunder, the Security Deposit, or the portion thereof not previously applied, shall be returned by Landlord to Tenant without interest no later than thirty (30) days after the later of (i) the expiration of the Term, or any renewal or extension thereof, or (ii) the final adjustment of Tenant's Pro Rata Share of Operating Costs, Real Estate Taxes and all other charges which Tenant is obligated to pay pursuant to the terms of this Lease, provided Tenant has vacated the Premises and surrendered possession thereof to the Landlord at the expiration of the Term or any extension or renewal thereof as provided herein and no Potential Event of Default is then continuing.

The Security Deposit may not be used as rent, except at the option of Landlord, as stated in this Section.

ARTICLE XII. MISCELLANEOUS PROVISIONS

Section 12.1 Mutual Waiver of Claims and Subrogation. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this

Lease or anyone claiming by, through or under them in connection with the Premises, and (b) such party is then either covered in whole or in part by insurance with respect to such loss, cost, damage or expense, or required under this Lease to be so insured, then the party so insured (or so required) hereby releases the other party from any liability the other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect). If the party released from liability hereunder is the Landlord, the term "Landlord", for the purpose of this Section only, shall include the trustee, shareholders, partners, officers, directors and employees.

Section 12.2 Notices. Any notice or demand from Landlord to Tenant or from Tenant to Landlord shall be in writing and shall be mailed by registered or certified mail, sent by a nationally recognized air courier (including, but not limited to, Federal Express or Purolator Courier) or licensed messenger, addressed, if to Tenant, to the Premises (except prior to the Commencement Date, to the Address of Tenant) or such other address as Tenant shall have last designated by notice in writing to Landlord, and, if to Landlord, to the place then established for the payment of rent, or such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be conclusive evidence of such service. Notices shall be effective on the date of mailing. Tenant may not rely on any notice, consent or approval on behalf of Landlord, given by Landlord's Agent, unless otherwise notified in writing by Landlord.

Section 12.3 Brokerage. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

Section 12.4 Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent, of partnership, of joint venture, or any other relationship between the parties hereto, other than the relationship of Landlord and Tenant.

Section 12.5 Subordination. If any mortgagee or trustee (a "Mortgagee") named in any mortgage, trust deed or any other lien resulting from any financing or refinancing currently or hereafter placed upon the Shopping Center or any part thereof, or upon any portion or all of the Shopping Center and other property (a "Mortgage") shall elect, by written notice to Tenant, to subject and subordinate the rights and interests of Tenant under this Lease (in whole or in part) to the lien of its Mortgage, the rights and interests of Tenant under this Lease shall be subject and subordinate to such Mortgage, provided that the Mortgagee shall agree in such notice to recognize the rights of Tenant hereunder in the event of foreclosure and not to disturb Tenant's continued possession of the Premises during the Term (as extended, if applicable), so long as Tenant is not in default hereunder. The election of such Mortgagee shall be binding upon Tenant whether this Lease is dated prior to or subsequent to the date of such Mortgage. Tenant shall execute and deliver whatever instruments may be required for such purposes and, in the event Tenant fails to do so within ten (10) days after demand in writing, Tenant does hereby appoint Landlord to do so.

Section 12.6 Attornment. Upon written request of any Mortgagee, Tenant will agree in writing that: (i) no action to foreclose a Mortgage shall terminate this Lease or invalidate or constitute a breach of any of the terms or conditions hereof, (ii) Tenant will attorn to the purchaser at any foreclosure sale or the grantee in any conveyance in lieu of foreclosure as landlord of the Premises, and (iii) Tenant will, upon written request of such purchaser or grantee, execute such instruments as may be necessary or appropriate to evidence such attornment; provided that the Mortgagee agrees with Tenant in writing, that so long as Tenant is not in default hereunder, Tenant's right to possession and enjoyment of the Premises shall be and remain undisturbed and unaffected by the Mortgagee or by any foreclosure proceedings under its mortgage. Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, that may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event of the prosecution or completion of any such foreclosure proceeding.

Neither the Mortgagee nor any purchaser at a foreclosure sale or any grantee in a deed in lieu of foreclosure shall be liable for any amounts paid by Tenant to Landlord prior to the time such amounts become due hereunder, or any act or omission of Landlord which occurred prior to such sale or conveyance, nor shall Tenant be entitled to any offset against or deduction from rent due hereunder after such date by reason of any such prepayment by Tenant or any such act or omission of Landlord prior to such date.

Section 12.7 Estoppel Certificates. At any time, and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing in form reasonably satisfactory to Landlord, certifying to Landlord, any Mortgagee or any potential purchaser of the Shopping Center, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Monthly Base Rent and any and all other charges have been paid, the absence of any default or any claim or offset by Tenant against Landlord (or specifying any such default, claim or offset) and making such other accurate certifications as Landlord, such Mortgagee or such potential purchaser may reasonably require. If Tenant fails to deliver such statement within ten (10) days after request therefor, Tenant does hereby appoint Landlord in its name, place and stead to do so.

Section 12.8 Applicable Law and Construction. The laws of the state in which the Premises are located shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease (other than those provisions relating to the payment of rent or other charges) shall not affect or impair the validity or enforceability of any other provision of this Lease. The headings of the articles, sections or subsections contained herein are for convenience only and do not define, limit or construe the contents of such articles, section or subsections. Whenever a singular term is used herein, the same shall include the plural. Whenever the masculine gender is used herein, the same shall include the feminine and neuter genders.

Section 12.9 Time of the Essence. Time is of the essence in this Lease.

Section 12.10 Execution of Lease by Landlord. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and by Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or other agent of Landlord, Landlord's Agent or Leasing Brokers shall alter, change or modify any of the provisions hereof. This Lease constitutes the entire agreement between Landlord and Tenant and there are no representations, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord or Tenant other than those set forth herein. Any subsequent change, addition or alteration to this Lease shall not be binding upon Landlord or Tenant unless in writing and signed by both parties.

Section 12.11 Binding Effect of Lease. The terms, covenants, agreements, obligations and conditions contained herein, except as otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns subject to the rights of Landlord under Subsection 9.2.3 above. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the terms, covenants and conditions to be performed by Landlord herein arising on or after the date of such assignment, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder with respect to terms, covenants, agreements, obligations and conditions to be performed by Landlord.

Section 12.12 Agency or Independent Contractor. Any service which Landlord is required or elects to furnish under this Lease may be furnished by any agent employed by Landlord or by an independent contractor, and the cost thereof shall be included in any cost otherwise chargeable to Tenant for such services.

Section 12.13 Cancellation. If any Mortgagee shall require a change or changes in this Lease as a condition to its financing and if Tenant refuses to agree thereto within ten (10) days after Landlord's request for such modification (other than to changes which materially adversely affect Tenant), Landlord may terminate this Lease at

any time prior to the time the Premises are made available to Tenant for Tenant's Work and, in such event, neither party shall have any further liability hereunder, except that Landlord shall return to Tenant all sums previously paid by Tenant hereunder. Such change or changes shall not adversely affect any of the provisions of this Lease relating to the amount of Annual Base Rent, restricting the purposes for which the Premises may be used, the size and/or location of the Premises, the Term and/or Commencement Date, or Landlord's Work prior to delivery of possession of the Premises to Tenant.

Section 12.14 Landlord's Lien. Tenant hereby grants to Landlord a lien upon all of Tenant's property now or hereafter located upon the Premises for all rent and other charges due and Tenant's performance of all obligations under this Lease. Tenant agrees, at Landlord's request, to execute a satisfactory security agreement financing statement and, if Tenant fails to immediately execute such financing statement, Tenant does hereby appoint and grant Landlord or Landlord's Agent its irrevocable power of attorney for the purpose of executing such instrument.

Section 12.15 Riders and Exhibits. Any and all Riders, if any, and all Exhibits referred to in or attached hereto are hereby incorporated into and made a part of this Lease.

Section 12.16 Force Majeure. Neither Landlord nor Tenant shall be deemed to be in default with respect to any obligation to perform any of the terms, covenants and conditions of this Lease (other than Tenant's obligation to pay Landlord any and all rent and other charges from and after the Commencement Date when the same are due), if the failure to perform any such obligation is due, in whole or in part, to any strike, lockout, labor dispute (whether legal or illegal and whether such dispute is with Landlord, Tenant or some other person or entity), labor shortage, civil disorder, failure of power, governmental laws and regulations, riots, insurrections, war, freight embargo, contractor or supplier delays, fuel, water, material or supply shortages or the inability to obtain such commodities on reasonable terms, delays in transportation, accidents, casualties, severe weather, acts of God, acts caused directly or indirectly by the other party (or such other party's agents, employees, guests or invitees), acts of other tenants or occupants of the Shopping Center or any other cause beyond the reasonable control of the party which is obligated to perform. In such event, the time for performance by such party shall be extended by an amount of time equal to the period of the delay so caused.

Section 12.17 Recording. This Lease shall not be recorded by Tenant. If Tenant records this Lease, then such action shall be deemed an Event of Default. Upon the execution of this Lease, Landlord and Tenant shall, at Landlord's option, execute a short form of lease provided by Landlord provided that the failure to record such short form of lease shall not affect or impair the validity and effectiveness of this Lease. Tenant hereby makes, constitutes and irrevocably appoints Landlord as its attorney-in-fact coupled with an interest to terminate any such short form of lease, if any, which has been recorded upon the expiration or termination of this Lease due to the lapse of time or otherwise.

Section 12.18 Limitation of Liability. Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that the liability of Landlord hereunder shall be limited to the interest of Landlord in the Shopping Center in the event of a breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord. If Landlord or any successors in interest shall be an individual, joint venture, tenancy in common, firm or partnership (general or limited), there shall be no personal liability on such individual or on such joint venture, tenancy in common, firm or partnership or on any member of such joint venture, tenancy in common, firm or partnership (including any partner thereof), and Tenant hereby agrees that any judgment it may obtain against Landlord shall be enforceable solely against Landlord's ownership interest in the Shopping Center and that no property or assets of Landlord, other than the interest of Landlord in the Shopping Center, shall be subject to levy, execution or other procedure, for satisfaction of Tenant's remedies.

Section 12.19 Personal Property Taxes. Tenant shall pay, before delinquency, any personal property taxes attributable to the furniture, fixtures, merchandise, equipment or other personal property situated in or on the Premises. If any such personal property taxes are levied against Landlord or Landlord's property and, if Landlord pays the same (which Landlord shall have the right, but not the obligation, to do), or if the assessed value of Landlord's property is increased by the inclusion of a value placed on Tenant's property and, if Landlord pays the taxes based on


such increased assessment (which Landlord shall have the right, but not the obligation, to do), Tenant, upon demand, shall repay to Landlord the taxes levied against Landlord or the proportion of such taxes resulting from any increase in the assessment on Landlord's property.

Section 12.20 Easements. Landlord shall have the right to grant any easements on, over, under and above the Premises for such purposes as Landlord determines, provided that such easements will not materially interfere with Tenant's use.


Section 12.21 Tenant's Authority. If Tenant is a corporation or partnership, Tenant represents and warrants that it has full corporate or partnership power and authority, as the case may be, to enter into this Lease and has taken all corporate or partnership action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms. If Tenant is a corporation, Tenant shall provide Landlord with a corporate resolution in a form acceptable to Landlord, authorizing execution of the Lease at the time of such execution. Tenant hereby covenants, warrants and represents that by executing this Lease and by the operation of the Premises under this Lease, it is not violating, has not violated and will not be violating any restrictive covenant or agreement contained in any other lease or contract affecting the Tenant or any affiliate, associate or any other person or entity with whom or with which Tenant is related or connected financially or otherwise. Tenant hereby covenants and agrees to indemnify and hold harmless Landlord, any future owner of the Shopping Center or any part thereof, and any Mortgagee against and from all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, incurred by them or any of them as a result of any breach of the foregoing covenant, warranty and representation. Tenant's liability under this Section extends to the acts and omissions of any sublessee of Tenant, and any agent, employee or licensee of any sublessee of Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

Attest: _____
Name: _____
Its: _____

LANDLORD
TE Portfolio II, LLC.
By: 
F9753CA5FA2A409...
Name: Nicholas Tadros
Its: Managing Member

Attest: _____
Name: _____
Its: _____

TENANT:
AWSB Holdings LLC, - 1 Maywood
By: 
B13304EC98D44C5...
Name: Suheir Williams
Its: Owner

Attest: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Form LLC-5.5(S)	Illinois Limited Liability Company Act Articles of Organization	FILE # 13156905
Secretary of State Alexi Giannoulias Department of Business Services Limited Liability Division www.ilsos.gov	Filing Fee: \$400 Approved By: <u>MJH</u>	FILED APR 20 2023 Alexi Giannoulias Secretary of State

1. Limited Liability Company Name: AWSB HOLDINGS I, LLC

2. Address of Principal Place of Business where records of the company will be kept:
7120 W. 159TH ST
ORLAND PARK, IL 60462

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

STEVEN M. SHAYKIN, P.C.
5105 TOLLVIEW DR STE 265
ROLLING MEADOWS, IL 60008-3786

5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

BARAKAT, SUHEIR
7120 W. 159TH ST
ORLAND PARK, IL 60462

8. Name and Address of Organizer

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: APRIL 20, 2023

SUHEIR BARAKAT
7120 W. 159TH ST
ORLAND PARK, IL 60462

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF AWSB HOLDINGS I, LLC

FORMED IN THE STATE OF ILLINOIS

This Agreement, entered into on April 20, 2023, is a

SINGLE-MEMBER LLC OPERATING AGREEMENT, entered into by and between AWSB HOLDINGS I, LLC, an Illinois LLC (the "Company") and SUHEIR BARAKAT of 7120 W. 159th Street Orland Park, Illinois 60462, hereinafter known as the "Member."

WHEREAS the Member desires to create a limited liability company under the laws of the State of Illinois and set forth the terms herein of the Company's operation and the relationship between Member.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

1. Name and Principal Place of Business

The name of the Company shall be AWSB HOLDINGS I, LLC. The principal place of business of the Company shall be at 7120 W. 159th Street, City of Orland Park, in the State of Illinois or at such other place of business as the Member shall determine.

2. Formation

The Company was formed on April 20, 2023, when the Member filed the Articles of Organization with the office of the Secretary of State of the State of Illinois pursuant to the statutes governing limited liability companies in the State of Illinois. (the "Statutes")

3. Purpose

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities, or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member in her discretion shall determine.

4. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

5. Member Capital Contributions

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

6. Distributions

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "cash receipts" shall mean all cash receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member; the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "capital transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

7. Books, Records and Tax Returns

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records, and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December.

The Member intends that the Company, as a single member LLC, shall be taxed as a sole proprietorship in accordance with the provisions of the Internal Revenue Code. Any provisions herein that may cause the Company not to be taxed as a sole proprietorship shall be inoperative.

8. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member. Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member from time to time may designate.

9. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member in accordance with this Agreement and the laws of the State of Illinois.

Suheir Barakat, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations, or liabilities of the Company, including under a judgment, decree, or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

10. Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or in the income and profits derived therefrom.

11. Dissolution and Liquidation

The Company shall dissolve, and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

12. Indemnification

- a) The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

13. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Illinois. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors, and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement this 20th day of April, 2023.

AWSB HOLDINGS I, LLC

By: SUHEIR BARAKAT
It's Member



Member Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Nihad Batarseh	
Nihad Agency, Inc.		PHONE (A/C, No, Ext): (708) 825-8000	FAX (A/C, No):
1042 Sterling Ave		E-MAIL ADDRESS: agent@assurancechoices.com	
Unit 217		INSURER(S) AFFORDING COVERAGE	
Flossmoor IL 60422		INSURER A : OHIO SECURITY INS CO	NAIC # 24082
INSURED		INSURER B :	
Tf Portfolio II LLC		INSURER C :	
635 N Dearborn Street Unit 702		INSURER D :	
Chicago IL 60654		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BKS65447899	11/14/2022	11/14/2023	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 15,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	ANY AUTO							\$	
	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$	
	HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				BODILY INJURY (Per person)	\$	
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				BODILY INJURY (Per accident)	\$	
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				PROPERTY DAMAGE (Per accident)	\$	
	DED		RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y/N	N/A			E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 1001 W. Roosevelt Road, Maywood, IL 60153

CERTIFICATE HOLDER	CANCELLATION
Village of Maywood	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
40 Madison Street	AUTHORIZED REPRESENTATIVE
Maywood IL 60153	304 <i>Eli Estrada</i>

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MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: August 2, 2023
RE: Ordinance Authorizing a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License for AWSB Holdings LLC d/b/a S2 Express Grill & Daquiri Bar to Operate a Full Service Restaurant With Video Gaming at the 1001 West Roosevelt Road Property

Per the request of Mayor / Local Liquor Control Commissioner Nathaniel George Booker, I have enclosed the following documents for review, consideration and action at the August 8, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

ORDINANCE AUTHORIZING THE CREATION AND ISSUANCE OF A CLASS "A-1" (FULL SERVICE RESTAURANT WITH VIDEO GAMING) LIQUOR LICENSE TO AWSB HOLDINGS LLC D/B/A S2 EXPRESS GRILL & DAQUIRI BAR AT 1001 WEST ROOSEVELT ROAD

AWSB Holdings LLC d/b/a S2 Express Grill & Daquiri Bar (the "Applicant") filed an Application for a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License with the Village Clerk's Office to conduct retail sales and service of alcoholic liquor and to allow for the consumption of alcoholic liquor as part of the operation of a full service restaurant located at the 1001 West Roosevelt Road property (the "Licensed Premises"). On July 25, 2023, pursuant to Section 117.21 (Applications for License) of the Maywood Village Code ("MVC" or "Liquor Control Ordinance"), the Maywood Local Liquor Control Commission ("Commission") conducted the required public hearing and then issued a recommendation finding that the Applicant is eligible to receive a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License under the applicable provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance. In addition, the Commission determined that the On-Site Manager is eligible to serve as an on-site liquor manager at the Licensed Premises. Maywood Local Liquor Control Commissioner Nathaniel George Booker participated in the July 24, 2023 public hearing and concurred with the findings and recommendations of the Commission.

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

Mike

Enclosure

cc: Tori-Love Garron, Village Clerk (w/ encl.)
James Krischke, Acting Village Manager (w/ encl.)
Layna Satchell, Finance Director (w/ encl.)
Acting Police Chief Theodore Yancy (w/ encl.)
Angela Smith, Director of Community Development (w/ encl.)
Michele Kitch, Business Attraction and Retention Coordinator / CD Department (w/ encl.)
Michael A. Marrs, KTJ (w/ encl.)

ORDINANCE NO. CO-2023- _____

**AN ORDINANCE AUTHORIZING THE CREATION AND ISSUANCE OF
A CLASS "A-1" (FULL SERVICE RESTAURANT WITH VIDEO GAMING) LIQUOR LICENSE
TO AWSB HOLDINGS LLC D/B/A S2 EXPRESS GRILL & DAQUIRI BAR
AT 1001 WEST ROOSEVELT ROAD**

WHEREAS, AWSB Holdings LLC d/b/a S2 Express Grill & Daquiri Bar (the "Applicant") filed an Application for a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License with the Village Clerk's Office to conduct retail sales and service of alcoholic liquor and to allow for the consumption of alcoholic liquor as part of the operation of a full service restaurant with video gaming located at the 1001 West Roosevelt Road property (the "Licensed Premises"); and

WHEREAS, on July 24, 2023, pursuant to Section 117.21 (Applications for License) of the Maywood Village Code ("MVC" or "Liquor Control Ordinance"), the Maywood Local Liquor Control Commission ("Commission") conducted the required public hearing in accordance with a public hearing notice sent by or on behalf of the Applicant to all occupants of properties within 350 feet of the lot line of the premises for which the license is sought and then issued a recommendation finding that the Applicant is eligible to receive a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License under the applicable provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance. In addition, the Commission determined that the On-Site Manager is eligible to serve as an on-site liquor manager at the Licensed Premises; and

WHEREAS, Nathaniel George Booker, Maywood Local Liquor Control Commissioner ("Commissioner"), has reviewed the Application and attended the July 10, 2023 public hearing before the Commission and likewise finds that the Applicant is eligible to receive a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License under the applicable provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance for its stated, intended purpose of conducting retail sales and service of alcoholic liquor and allowing on-site consumption of alcoholic liquor as part of the operation of a full service restaurant with video gaming located at the Licensed Premises. The Commissioner also finds that the Applicant's On-Site Manager is eligible to serve as an on-site liquor manager at the Licensed Premises.

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 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 Creation of Liquor License for Applicant. Pursuant to Chapter 117, Section 117.23(A) of the Maywood Village Code, the President and Board of Trustees of the Village of Maywood authorize the creation of a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License for the purpose of allowing the Local Liquor Control Commissioner, in his/her discretion, to issue a Class "A-1" Liquor License to the Applicant, AWSB Holdings LLC d/b/a S2 Express Grill & Daquiri Bar, to permit the Applicant to conduct retail sales and service and consumption of alcoholic liquors, as part of the operation of a full service restaurant with video gaming located at the Licensed Premises. The

President and Board of Trustees of the Village of Maywood authorize the creation of a Class “A-1” Liquor License for its issuance by the Local Liquor Control Commissioner, in his/her discretion, to the Applicant for the limited purposes stated in this Ordinance, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 3.

SECTION 3: Authorization of Issuance of Liquor License to Applicant; Conditions. The issuance of a Class “A-1” Liquor License to the Applicant for the Licensed Premises is subject to the discretion of the Local Liquor Control Commissioner and compliance with the following conditions:

- A. **Retail Sales, Service, Possession, Consumption of Alcohol; Hours of Operation.** Retail sales and service and possession and consumption of alcoholic beverages shall be allowed only on the Licensed Premises in accordance with the applicable provisions of Chapter 117 (Alcoholic Beverages) of the MVC, including each of the subsections of Section 117.23(A-1) of the MVC, and shall be **permitted only during the authorized times as set forth in Section 117.41(A) (Hours of Operation – Class “A” Liquor License) of the MVC: Regular Closing Hours (Mondays through Sundays, commencing at 11:00 a.m. until 11:00 p.m., with extended hours from 11:00 p.m. on New Year's Eve Day to 2:00 a.m. on New Year's Day).** It shall be illegal to sell, serve, possess or consume alcoholic beverages in violation of the provisions set forth in this Ordinance. At no time, unless expressly authorized by a separately approved and issued Class J (Outdoor Liquor Café) Liquor License, shall any alcoholic liquor be sold or served to, or consumed by, any patron located in or on any outdoor sidewalk cafe or outdoor sitting area operated by the Applicant in conjunction with the operation of its restaurant located at the Licensed Premises.
- B. **On-Site Manager.** There shall be an on-site manager, who has applied to the Village and is qualified to serve in such capacity under the Village’s Liquor Control Ordinance, physically present within the Licensed Premises at all times that alcoholic liquor is being sold or served or consumed. Each proposed on-site manager shall file with the Village a completed Supplemental Liquor Application, signed by the proposed on-site manager, that satisfies the liquor license eligibility and application requirements of Chapter 117 (Alcoholic Beverages) of the MVC. The proposed on-site manager(s) must satisfactorily pass the required criminal background check and the required Village staff investigations. Copies of the Supplemental Liquor Application, criminal background check report and Village staff investigation reports shall be submitted to the Commissioner and the Village Attorney for review.
- C. **State and Village Licenses; Payment of Fees.** Prior to commencing retail sales and service of alcoholic liquor or allowing any consumption of alcoholic liquor at the restaurant, the Applicant shall provide to the Local Liquor Control Commissioner evidence of issuance of all required State and Village licenses and payment of all required license fees, including a State liquor license or similar approval and each of the required Village business licenses. To be eligible for a renewal of the Class “A-1” (Full Service Restaurant With Video Gaming) Liquor License, the Applicant shall pay all required license renewal fees, shall not owe the Village any debts, and shall be in full compliance with the applicable provisions of the MVC and other applicable laws and regulations.
- D. **BASSET / TIPS Training.** The Applicant shall comply with the beverage, alcohol sellers and servers education and training (BASSET) requirements of Section 117.28 of the MVC.

- E. Insurance and Indemnification. The Applicant shall comply with the insurance and indemnification requirements of Section 117.57 of the MVC.
- F. Meetings with the Commissioner. The Applicant shall meet periodically with the Local Liquor Control Commissioner, at his/her request, to discuss the retail sale, service and consumption of alcoholic liquor in conjunction with the restaurant operation at the Licensed Premises and shall provide the Commissioner with information relative to its operations upon request.
- G. Compliance with the Maywood Liquor Control Ordinance, the MVC and the Illinois Liquor Control Act of 1934. The Applicant and its on-site manager(s) shall comply with all of the applicable provisions of (a) the MVC, including, without limitation, (b) the Liquor Control Ordinance as well as the regulations for a Class "A-1" Liquor License, (c) the Illinois Liquor Control Act of 1934 (235 ILCS 5/1-1), as amended, (d) the Video Gaming Act (230 ILCS 40/), as amended, and (e) all other applicable State laws and regulations including the State laws governing the retail sale, service and consumption of alcoholic liquor, the conditions set forth in this Ordinance and any other conditions or regulations imposed from time to time by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.
- H. Compliance with Other Laws. The Applicant and its representatives shall comply with the applicable provisions of County and State law and the MVC, including but not limited to the Fire Prevention Code, the Plumbing Code, the Building Code, the Property Maintenance Code, the Illinois Accessibility Code and the Zoning Code.
- I. Suspension; Revocation; Termination. The Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License issued to the Applicant may be suspended or revoked or terminated by action of the Village Board or by the Local Liquor Control Commissioner in the event of a violation of the Liquor Control Ordinance or any of the provisions of the Ordinance or as otherwise provided for in the MVC.
- J. Issuance of Village Occupancy Permit. The Applicant shall obtain a certificate of occupancy from the Village for the Licensed Premises, *which is currently being remodeled*. The occupancy permit shall only be issued in the event that the Licensed Premises is constructed in accordance with the applicable provisions of the MVC and in substantial conformance with the Applicant's Village-approved construction plans, which are on file with the Village's Building & Code Department and are incorporated into this Ordinance by reference.
- K. Issuance of Liquor License; Extension of Time; Termination of Liquor License. If, within ninety (90) days of the approval date of this Ordinance, the Local Liquor Control Commissioner has not issued the Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License to the Applicant or advised in writing of his/her intention to issue the Class "A-1" Liquor License upon satisfaction of one or more conditions (e.g., issuance of an occupancy permit), then this Ordinance shall automatically become null and void without any further action or notice by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.
- L. Additional Regulations. The President and Board of Trustees or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions in the

interest of public safety relative to its retail sale, service and consumption of alcoholic liquor any time during the initial license year or any time thereafter when a renewal license is in effect.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by law.

ADOPTED this 8th day of August, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me as Village President this 8th day of August, 2023, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

Published by me in pamphlet form this ____ day of August, 2023.

Tori-Love Garron Village Clerk

**ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT
AWSB HOLDINGS LLC D/B/A S2 EXPRESS GRILL & DAQUIRI BAR
FOR A CLASS "A-1" (FULL SERVICE RESTAURANT WITH VIDEO GAMING) LIQUOR LICENSE
FOR THE RETAIL SALE, SERVICE AND ON-PREMISES CONSUMPTION OF ALCOHOLIC LIQUOR
AT THE 1001 WEST ROOSEVELT ROAD PROPERTY**

I, the undersigned Liquor License Applicant, agree to comply with and fulfill each and every term, condition and obligation set forth above in the Ordinance granting a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License for the following Licensed Premises: 1001 WEST ROOSEVELT ROAD PROPERTY.

Liquor License Applicant

By: _____

Name: _____

Title: Applicant – Member

Date: _____, 2023

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love Garron, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. CO-2023- _____

**AN ORDINANCE AUTHORIZING THE CREATION AND ISSUANCE OF
A CLASS "A-1" (FULL SERVICE RESTAURANT WITH VIDEO GAMING) LIQUOR LICENSE
TO AWSB HOLDINGS LLC D/B/A S2 EXPRESS GRILL & DAQUIRI BAR
AT 1001 WEST ROOSEVELT ROAD**

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 8th day of August, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 8th day of August, 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 August, 2023.

Tori-Love Garron Village Clerk

[SEAL]

VILLAGE MANAGERS REPORT

AUGUST 8, 2023

IT SERVICES, COMCAST PHONE, AND INTERNET - UPDATE

Network migration – equipment installation has been implemented in the Police Department and Fire Department. The Village Hall migration will take place the week of August 7th.

Comcast is working with Impact on the implementation of the new phone system and the related internet upgrade. The phone system is scheduled for implementation for the week of August 14th. The new phone system will be implemented in phases to minimize the impact on village operations.

Impact has started the implementation of the new “.gov” email domain. The Police Department was the first to transition to the new email tenant. When the implementation is complete all village email addresses will end in “@maywood-il.gov”. The old email addresses (.org) will continue to work, and all emails will be forwarded to the new email address.

In addition to the new email addresses, we are implementing a Multi Factor Authentication (MFA) system for added security. The MFA implementation will occur at the same time as transitioning to the new email tenant. All staff, and elected officials, will be required to have MFA. The remaining facilities/departments will start to transition to the new email tenant/domain within the next few weeks.

AT&T TELEPHONE MATTERS – EMERGENCY LINES - UPDATE

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 emergency dispatch lines to the new Comcast PRI was successfully completed. However, there are some non-emergency numbers that are still being worked on.

Once the transfer of emergency and non-emergency numbers is transferred, we will have to work with AT&T on their excessive charges to the village. I have initiated the discussion with AT&T regarding these excessive charges, but it appears that this will become a legal matter. This matter isn't isolated to just Maywood, other villages have experienced similar issues. As more information becomes available, I will let you know.

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. Additionally, there have been many issues that have taken longer than expected to resolve. More recently, the union has raised other issues. Negotiations are continuing but an arbitrator has become involved in an effort to resolve the matters in a more timely fashion.

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. It is my understanding that four (4) houses have been demolished to date. Work continues on the final demolition as well as work is beginning on implementing another round of demolitions this fall.

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 mayor's office along with the finance department and PD are working on the required grant reporting. Village staff continues to work with the DOJ on all funding matters and resolution is expected.

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. Director Satchell will be scheduling the audit meeting with the finance committee in preparation of having this on the September Village Board meeting agenda.

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. Progress is being made and the program continues to move forward. Elevate and Cook County are working with the Village on marketing campaigns. Community Engagement Director Banks and the Mayor are working with them on the marketing campaign.

MUNICIPAL CAMPUS PLANNING - UPDATE

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. In addition to a review of the RFP's staff, along with the Mayors office and various other entities are working on funding/grant matters as it relates to the overall project. More information to follow.



Village of MAYWOOD

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



26 July 2023

Jim Krischke
Maywood Village Manager
40 Madison Street
Maywood, Illinois 60153

Re: Purchase of Three (3) Police Interceptors

The Maywood Police Department is seeking permission to purchase three 2023 Ford Police Interceptor Utility AWD vehicles. In July of 2023 at the Police Department informed the Community Policing and Public Safety Committee of the aforementioned request. The Police department has received an invoice in the amount of \$126,927 from Piemonte Fleet located in Melrose Park for the purchase of three police interceptors. The funding for this purchase would be drawn from the Police Department budgetary line item identified as Capital Overlay – 01-04-87000.

Respectfully,

A handwritten signature in blue ink, which appears to read 'Theodore Yancy', with the number '359' written next to it.

Theodore Yancy
Acting Chief of Police
Maywood Police Department



INVOICE
Invoice # 302123
Date: 06/26/2023
Account # 7017

708-450-4024
 VILLAGE OF MAYWOOD
 40 MADISON ST
 MAYWOOD, IL 60153

Theodore Yancy
 IL

PO #	FO #	Stock #	Year	Make	Model	Body
	5030		2023	Ford	POLICE UTILITY	INTERCEPTOR 4WD
Color		Key #	VIN			
AGATE BLACK METALLIC			1FM5K8AB9PGA81124			

INVOICE

Invoice Total	47,080.00
Less Fleet Incentive	-5,000.00
License & Title	229.00
Total Due:	42,309.00



DELIVERY NOTICE

Date: 06/26/2023

Account # 7017

Fleet Dept/Jim P
 Al Piemonte Ford Sales, Inc.
 2500 W. North Avenue
 Melrose Park, IL 60160
 PH# 708-345-0104

DO NOT PAY SALES TAX
 TAX EXEMPT #E99981548

PO #	FO #	Stock #	Year	Make	Model	Body
	5030		2023	Ford	POLICE UTILITY	INTERCEPTOR 4WD
Color		Key #	VIN			
AGATE BLACK METALLIC			1FM5K8AB9PGA81124			

Dear Sir/Madam:
 You have received the above vehicle drop shipped to you
 for a courtesy delivery to Theodore Yancy, Ph#708-450-4024

Register to
 Village of Maywood
 40 Madison St
 Maywood, IL 60153

Title to
 Village of Maywood
 40 Madison St
 Maywood, IL 60153

Customer FEIN:

PLEASE NOTE
 PLEASE EMAIL A COPY OF THE TITLE AND/OR REGISTRATION APPLICATION, DRAFT,
 DELIVERY RECEIPT, AND ALL OTHER PAPERWORK, once the delivery has been executed, to
 dmarcus@piemontefleet.com or FAX ALL PAPERWORK TO (708) 345-9312. PLEASE INCLUDE A
 COPY OF THE DRIVERS LICENSE BELONGING TO THE PERSON PICKING UP THE VEHICLE.



BILL OF SALE

Date: ____/____/____
Account # 7017

Village of Maywood
40 Madison St
Maywood, IL 60153

PO #	FO #	Stock #	Year	Make	Model	Body
	5030		2023	Ford	POLICE UTILITY	INTERCEPTOR 4WD
Color		Key #	VIN			
AGATE BLACK METALLIC			1FM5K8AB9PGA81124			

BILL OF SALE - ODOMETER STATEMENT

Taxable Total: \$42,080.00

Rosalind Brantley Cook County, State of Illinois - Notary Public

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines or imprisonment.

I, Al Piemonte National Fleet Sales, state that the odometer now reads _____ miles (no tenths) and to the best of my knowledge that it reflects the actual mileage of the vehicle described above UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED.

- I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage IN EXCESS of its mechanical limits (i.e., the odometer has started at zero again).
- I hereby certify that the odometer reading IS NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Mark Gregory
Transferor's (Seller's) Signature
Mark Gregory
Printed name

Transferee's (Buyer's) Signature

Printed name

Date: _____



INVOICE
Invoice # 302124
Date: 06/26/2023
Account # 7017

708-450-4024
 VILLAGE OF MAYWOOD
 40 MADISON ST
 MAYWOOD, IL 60153

Theodore Yancy
 IL

PO #	FO #	Stock #	Year	Make	Model	Body
	5031		2023	Ford	POLICE UTILITY	INTERCEPTOR 4WD
Color		Key #	VIN			
AGATE BLACK METALLIC			1FM5K8AB4PGA81158			

INVOICE

Invoice Total	47,080.00
Less Fleet Incentive	-5,000.00
License & Title	229.00
Total Due:	42,309.00



DELIVERY NOTICE

Date: 06/26/2023
Account # 7017

Fleet Dept/Jim P
Al Piemonte Ford Sales, Inc.
2500 W. North Avenue
Melrose Park, IL 60160
PH# 708-345-0104

DO NOT PAY SALES TAX
TAX EXEMPT #E99981548

PO #	FO #	Stock #	Year	Make	Model	Body
	5031		2023	Ford	POLICE UTILITY	INTERCEPTOR 4WD
Color		Key #	VIN			
AGATE BLACK METALLIC			1FM5K8AB4PGA81158			

Dear Sir/Madam:

You have received the above vehicle drop shipped to you
for a courtesy delivery to Theodore Yancy, Ph#708-450-4024

Register to _____
Village of Maywood
40 Madison St
Maywood, IL 60153

Title to _____
Village of Maywood
40 Madison St
Maywood, IL 60153

Customer FEIN:

PLEASE NOTE _____
PLEASE EMAIL A COPY OF THE TITLE AND/OR REGISTRATION APPLICATION, DRAFT,
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dmarcus@piemontefleet.com or FAX ALL PAPERWORK TO (708) 345-9312. PLEASE INCLUDE A
COPY OF THE DRIVERS LICENSE BELONGING TO THE PERSON PICKING UP THE VEHICLE.



BILL OF SALE

Date: ____/____/____
 Account # 7017

Village of Maywood
 40 Madison St
 Maywood, IL 60153

PO #	FO #	Stock #	Year	Make	Model	Body
	5031		2023	Ford	POLICE UTILITY	INTERCEPTOR 4WD
Color		Key #	VIN			
AGATE BLACK METALLIC			1FM5K8AB4PGA81158			

BILL OF SALE - ODOMETER STATEMENT

Taxable Total: \$42,080.00

Rosalind Brantley Cook County, State of Illinois - Notary Public

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines or imprisonment.

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- I hereby certify that the odometer reading IS NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Mark Gregory
 Transferor's (Seller's) Signature
 Mark Gregory
 Printed name
 Date: _____

 Transferee's (Buyer's) Signature

 Printed name



INVOICE
Invoice # 302130
Date: 06/26/2023
Account # 7017

708-450-4024
 VILLAGE OF MAYWOOD
 40 MADISON ST
 MAYWOOD, IL 60153

Theodore Yancy
 IL

PO #	FO #	Stock #	Year	Make	Model	Body
	5027		2023	Ford	POLICE UTILITY	INTERCEPTOR 4WD
Color		Key #	VIN			
AGATE BLACK METALLIC			1FM5K8ABXPGA80113			

INVOICE

Invoice Total	47,080.00
Less Fleet Incentive	-5,000.00
License & Title	229.00
Total Due:	42,309.00



DELIVERY NOTICE

Date: 06/26/2023

Account # 7017

Fleet Dept/Jim P
 Al Piemonte Ford Sales, Inc.
 2500 W. North Avenue
 Melrose Park, IL 60160
 PH# 708-345-0104

DO NOT PAY SALES TAX
 TAX EXEMPT #E99981548

PO #	FO #	Stock #	Year	Make	Model	Body
	5027		2023	Ford	POLICE UTILITY	INTERCEPTOR 4WD
Color		Key #	VIN			
AGATE BLACK METALLIC			1FM5K8ABXPGA80113			

Dear Sir/Madam:
 You have received the above vehicle drop shipped to you
 for a courtesy delivery to Theodore Yancy, Ph#708-450-4024

Register to
 Village of Maywood
 40 Madison St
 Maywood, IL 60153

Title to
 Village of Maywood
 40 Madison St
 Maywood, IL 60153

Customer FEIN:

PLEASE NOTE
 PLEASE EMAIL A COPY OF THE TITLE AND/OR REGISTRATION APPLICATION, DRAFT,
 DELIVERY RECEIPT, AND ALL OTHER PAPERWORK, once the delivery has been executed, to
 dmarcus@piemontefleet.com or FAX ALL PAPERWORK TO (708) 345-9312. PLEASE INCLUDE A
 COPY OF THE DRIVERS LICENSE BELONGING TO THE PERSON PICKING UP THE VEHICLE.



BILL OF SALE

Date: ____/____/____
Account # 7017

Village of Maywood
40 Madison St
Maywood, IL 60153

PO #	FO #	Stock #	Year	Make	Model	Body
	5027		2023	Ford	POLICE UTILITY	INTERCEPTOR 4WD
Color		Key #	VIN			
AGATE BLACK METALLIC			1FM5K8ABXPGA80113			

BILL OF SALE - ODOMETER STATEMENT

Taxable Total: \$42,080.00

Rosalind Brantley Cook County, State of Illinois - Notary Public

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines or imprisonment.

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- _____ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage IN EXCESS of its mechanical limits (i.e., the odometer has started at zero again).
- _____ I hereby certify that the odometer reading IS NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Mark Gregory
Transferor's (Seller's) Signature
Mark Gregory
Printed name

Transferee's (Buyer's) Signature

Printed name

Date: _____



Village of MAYWOOD

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



26 July 2023

Jim Krischke
Maywood Village Manager
40 Madison Street
Maywood, Illinois 60153

Re: Purchase Police Interceptor Equipment

The Maywood Police Department is seeking permission to purchase equipment to outfit the two police interceptors recently purchased by the village. In July of 2023 the Police Department informed the Community Policing and Public Safety Committee of the aforementioned request. The electronic computer equipment will be purchased from CDS office Technologies in the amount of \$30,142 and the vehicle lights and internal safety equipment will be purchased from Public Safety Direct in the amount of \$26,840. The aforementioned quotes will also encompass the installation of said equipment for two police interceptors. The funding for this purchase would be drawn from the Police Department budgetary line item identified as Capital Overlay – 01-04-87000.

Respectfully,

Theodore Yancy
Acting Chief of Police
Maywood Police Department



INVOICE

Invoice No: INV499844

Date: 7/24/23

Account No: 22906

Bill To: Maywood Police Department
125 S 5th Avenue
Maywood, IL 60153
USA

Ship To: Maywood Police Department
125 S 5th Ave.
Maywood, IL 60153
USA

Sales Person	Ordered By	P.O. Number	Ship Method	Payment Terms	Date Required			
MARK GOTTLIEB		12345	Bestway	Net 30				
Remarks								
Thank you for your Business!								
Item No	Description	Serial No	Order	Canceled	UM	Price	Disc	Amount
C-VS-1012-INUT	Havis 2020 Ford Interceptor Utility Specific Angled Console		2.00	0.00	EA	\$425.00	0.00%	\$850.00
C-USB-3	Havis - USB-C & USB Type A Dual Port Charger		2.00	0.00	EA	\$70.00	0.00%	\$140.00
CUP2-1001	Havis - Self-Adjusting Double Cup Holder Cup Holder		2.00	0.00	EA	\$48.00	0.00%	\$96.00
C-ARM-103	Havis - Armrest for top mount, console, large pad		2.00	0.00	EA	\$129.00	0.00%	\$258.00
C-MD-119	Havis - 11" Slide Out Locking Swing Arm with Low Profile Motion Adapter 360 degrees of smooth rotation for ideal computing device viewing angles from both the driver and front passenger seats		2.00	0.00	EA	\$238.00	0.00%	\$476.00
CF-33RZ-0BKM	Panasonic Toughbook CF-33 Public Sector Specific (4G, GPS) Win10 Pro (Win11 DG), Intel Core i5-10310U 1.7GHz (4.4GHz), vPro, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (C		2.00	0.00	EA	\$3990.00	0.00%	\$7,980.00
CF-SVCPSY5	Panasonic - Public Safety Service/Warranty Bundle Extension 4th and 5th years Public Safety Service Bundle Extension (Years 4 & 5 only); Includes Premier, Protection Plus, Customer Portal, Disk Image Management, HDD No Return		2.00	0.00	EA	\$586.00	0.00%	\$1,172.00
CF-VEK333LMP	Premium Keyboard for CF-33 Mk1 & Mk2 3x Brighter Emissive Red Backlit - Handle Kickstand - Display can be opened to any angle - Compatible with Tablet, CF-33 Laptop Vehicle Dock & CF-33 Desktop Dock - Ethernet, SDXC (full-size), HDMI, VGA, USB 2.0, USB 3.		2.00	0.00	EA	\$575.00	0.00%	\$1,150.00
CF-SVCADDSY	Absolute Data & Device Security (DDS) Professional Subscription license (3 years) - academic, local, state - Win		2.00	0.00	EA	\$55.00	0.00%	\$110.00
AP-MMF-CG-Q-S11-BL	Antenna Plus MultiMax FV Cell/GPS Antenna Black - TNC Connectors - Threaded Bolt Mount		2.00	0.00	EA	\$170.00	0.00%	\$340.00
HA-33LVDLT2	Toughbook Certified Laptop Vehicle Dock for the Toughbook CF-33 - lite port replication Dual Antenna Pass Through Connections - USB 2.0(4), USB 3.0(2), Serial, Ethernet (2) - two front USB ports - Requires Premium Keyboard		2.00	0.00	EA	\$760.00	0.00%	\$1,520.00
LPS-103	Havis CF-52 dock power supply		2.00	0.00	EA	\$150.00	0.00%	\$300.00
DS-DA-420	Havis TB 33 Screen Support For Vehicle Docking Station		2.00	0.00	EA	\$57.00	0.00%	\$114.00
CG-X	Havis Chargeguard Select Control Module		2.00	0.00	EA	\$67.00	0.00%	\$134.00

Remit to: PO Box 3566 Springfield, IL 62708 (800-367-1508)



INVOICE

Invoice No: INV499844

Date: 7/24/23

Account No: 22906

Bill To: Maywood Police Department
 125 S 5th Avenue
 Maywood, IL 60153
 USA

Ship To: Maywood Police Department
 125 S 5th Ave.
 Maywood, IL 60153
 USA

Item No	Description	Serial No	Order	Canceled	UM	Price	Disc	Amount
WJ-VPU4000	Panasonic i-PRO VPU4000 Recording Unit Only Includes WLAN 1 & 2, BT, Common Trigger		2.00	0.00	EA	\$3250.00	0.00%	\$6,500.00
WV-VC35	Panasonic In-Car As-1 Compatible Camera		2.00	0.00	EA	\$955.00	0.00%	\$1,910.00
IPS-ICV4-WTY-5Y	Panasonic i-PRO Extended Warranty (years 4-5) for VPU4000, Front Camera, Back Seat Camera Does not include accessories (eg Wireless mic, cables, antennas, distribution box, batteries)		2.00	0.00	EA	\$465.00	0.00%	\$930.00
IPS-ICV4-ANT-BL	Panorama Shark Fin antenna for ICV4000 - Black - Threaded bolt mount 4 WLAN, 1 Bluetooth, 1 GPS , 6.77" x 2.4"		2.00	0.00	EA	\$350.00	0.00%	\$700.00
IPS-ICV4-ACC	Panasonic i-PRO Accessory Kit for VPU4000 Includes 256GB SSD w/ AES Encryption, Power Distribution Box, Battery Backup, 3 x 25' Ethernet cables		2.00	0.00	EA	\$720.00	0.00%	\$1,440.00
WV-VC31	Panasonic BACK SEAT CAMERA VC31 W/ IR		2.00	0.00	EA	\$455.00	0.00%	\$910.00
ARB-M24	Panasonic 2.4 GHZ Wireless Microphone		2.00	0.00	EA	\$690.00	0.00%	\$1,380.00
CBLMS-F00200	Lind Electronics - PANASONIC ARBITRATOR DETECTOR CABLE		2.00	0.00	EA	\$41.00	0.00%	\$82.00
IPS-ICV-UDE-OP3	i-PRO ICV UDE On-premise Device License For 3 Years Incl. Device Management, Live Streaming, and Redaction. Service Entitlements: 24x7 Help Desk, Software Maintenance And Support		2.00	0.00	EA	\$365.00	0.00%	\$730.00
ZBLOCKNET	CDS IT Services - PBOT		1.00	0.00	EA	\$900.00	0.00%	\$900.00

Terms: Thank you for your business! Please make all checks payable to CDS Office Technologies. Invoice is due 30 days from invoice date. A 1.5% per month finance charge may apply to any past due balances.

Subtotal	\$30,122.00
Discount	\$0.00
Freight	\$20.00
Sales Tax	\$0.00
Invoice Total	\$30,142.00

326
 Remit to: PO Box 3566 Springfield, IL 62708 (800-367-1508)



Public Safety Direct, Inc.
 4614 W 137th Street
 Crestwood, IL 60418 US
 (708)389-1896
 Sales@PublicSafetyDirect.com

Invoice 101920

BILL TO

Maywood Police Department
 40 Madison Street
 Maywood, IL 60153

DATE
07/18/2023

PLEASE PAY
\$13,420.00

DUE DATE
08/17/2023

P.O. NUMBER

New 114

SALES REP

TJ

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Maywood Police Department - 2022/2023 Ford Police Interceptor Utility. Labor For Upfitting of Emergency Vehicle - Includes installation of all lighting and equipment.	1	3,195.00	3,195.00
	Vehicle Power Center - Includes all wire, loom, heat shrink, butt connectors, fuses, fuse holders, zip ties and all other shop supplies. *Package*	1	350.00	350.00T
	-Whelen 54" Legacy Duo WeCanX Lights. Red/Blue with full flood take down and amber traffic advisor. -Hook Kit for a 2020-2022 Police Interceptor Utility -Whelen CenCom Core with Rotary Knob for siren and 3 position slide switch -100watt Speaker and bracket -OBD Intergration Cable for 2020+ Ford PIU	1	3,999.00	3,999.00T
	Package - Plastic Seat/Rear Partition, Front Partition, Window Bars	1	3,521.00	3,521.00
	Pro-Gard - 2020 Ford Interceptor Utility Prisoner Transport Partition, Recessed Center Panel, Lower Extension Panels, Center Sliding Poly Window	1	1,098.00	
	Pro-Gard Plastic Seat Replacement and Rear Cargo Barrier with 1/4" Polly Window. Includes Outboard Officer Safety Belts.	1	2,113.00	
	Pro-Gard Steel Window Bars for prisoner compartment for 2020 Interceptor Utility (for use with OEM door panels only)	1	310.00	
	Federal Signal MPSC Grille light bundle. 1RW 1BW - Mounted in factory cutout location (A1)	1	278.00	278.00
	Federal Signal MicroPulse C Series, Dual Color - Blue/White	1	139.00	
	Federal Signal MicroPulse C Series, Dual Color - Red/White	1	139.00	
	Anti-Theft Module - Ignition Override System	1	199.00	199.00T
	Santa Cruz Model SC-915-5-A / Partition Wall Set Up, Vertical single rifle rack Partition wall	1	299.00	299.00T
	2020-2022 Ford Interceptor SUV, Subframe/ Electronics panel	1	425.00	425.00T

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Maywood Police Dept. Standard Graphics	1	900.00	900.00T
	Customer Supplied - Arbitrator Camera System	1	0.00	0.00T
	APX Radio			
	Havis Center Console and computer mount			
	Antenna Mast and 17' Antenna Cable with Mini UHF Connector Bundle	2	127.00	254.00

Late fees will be automatically applied to past due invoices 15 days after the invoice due date.

SUBTOTAL	13,420.00
TAX	0.00
TOTAL	13,420.00

A flat fee of \$45.00 + a 1.5 % of the past due balance will be charged, (Monthly).

TOTAL DUE	\$13,420.00
-----------	--------------------

Fee Recurrence: If the past due balance remains unpaid, a recurring fee of \$45.00+ 1.5 % of the past due balance will continue to be charged every 30 days until the past due balance is paid in full.

THANK YOU.

Automatically generated late fee invoices will be due in Net 30 days.

Buyer of services or product shall pay all attorney and collection costs.



Public Safety Direct, Inc.
 4614 W 137th Street
 Crestwood, IL 60418 US
 (708)389-1896
 Sales@PublicSafetyDirect.com

Invoice 101954

BILL TO

Maywood Police Department
 40 Madison Street
 Maywood, IL 60153

DATE
07/21/2023

PLEASE PAY
\$13,420.00

DUE DATE
08/20/2023

P.O. NUMBER

New 116

SALES REP

TJ

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Maywood Police Department - 2022/2023 Ford Police Interceptor Utility. Labor For Upfitting of Emergency Vehicle - Includes installation of all lighting and equipment.	1	3,195.00	3,195.00
	Vehicle Power Center - Includes all wire, loom, heat shrink, butt connectors, fuses, fuse holders, zip ties and all other shop supplies.	1	350.00	350.00T
	Package -Whelen 54" Legacy Duo WeCanX Lights. Red/Blue with full flood take down and amber traffic advisor. -Hook Kit for a 2020-2022 Police Interceptor Utility -Whelen CenCom Core with Rotary Knob for siren and 3 position slide switch -100watt Speaker and bracket -OBD Intergration Cable for 2020+ Ford PIU	1	3,999.00	3,999.00T
	Package - Plastic Seat/Rear Partition, Front Partition, Window Bars	1	3,521.00	3,521.00
	Pro-Gard - 2020 Ford Interceptor Utility Prisoner Transport Partition, Recessed Center Panel, Lower Extension Panels, Center Sliding Poly Window	1	1,098.00	
	Pro-Gard Plastic Seat Replacement and Rear Cargo Barrier with 1/4" Polly Window. Includes Outboard Officer Safety Belts.	1	2,113.00	
	Pro-Gard Steel Window Bars for prisoner compartment for 2020 Interceptor Utility (for use with OEM door panels only)	1	310.00	
	Federal Signal MPSC Grille light bundle. 1RW 1BW - Mounted in factory cutout location (A1)	1	278.00	278.00
	Federal Signal MicroPulse C Series, Dual Color - Blue/White	1	139.00	
	Federal Signal MicroPulse C Series, Dual Color - Red/White	1	139.00	
	Anti-Theft Module - Ignition Override System	1	199.00	199.00T
	Santa Cruz Model SC-915-5-A / Partition Wall Set Up, Vertical single rifle rack Partition wall	1	299.00	299.00T
	2020-2022 Ford Interceptor SUV, Subframe/ Electronics panel	1	425.00	425.00T

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Maywood Police Dept. Standard Graphics	1	900.00	900.00T
	Customer Supplied - Arbitrator Camera System	1	0.00	0.00T
	APX Radio			
	Havis Center Console and computer mount			
	Antenna Mast and 17' Antenna Cable with Mini UHF Connector Bundle	2	127.00	254.00

Late fees will be automatically applied to past due invoices 15 days after the invoice due date.

SUBTOTAL	13,420.00
TAX	0.00
TOTAL	13,420.00

A flat fee of \$45.00 + a 1.5 % of the past due balance will be charged, (Monthly).

TOTAL DUE	\$13,420.00
------------------	--------------------

Fee Recurrence: If the past due balance remains unpaid, a recurring fee of \$45.00+ 1.5 % of the past due balance will continue to be charged every 30 days until the past due balance is paid in full.

THANK YOU.

Automatically generated late fee invoices will be due in Net 30 days.

Buyer of services or product shall pay all attorney and collection costs.



Village of MAYWOOD

POLICE DEPARTMENT



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

26 July 2023

Jim Krischke
Maywood Village Manager
40 Madison Street
Maywood, Illinois 60153

Re: Purchase Ammunition

The Maywood Police Department is seeking permission to purchase ammunition for department use. In July of 2023 the Police Department informed the Community Policing and Public Safety Committee of the aforementioned request. The ammunition purchase would be utilized for the annual firearms qualification as mandated by the state and for mandatory and practical training purposes. The ammunition will be purchased for Ray O'herron located in Danville, IL which provided a quote in the amount of \$12,052 which includes the delivery of the ammunition. The funding for this purchase would be drawn from the Police Department budgetary line item identified as Training – 01-04-56300.

Respectfully,

Theodore Yancy
Acting Chief of Police
Maywood Police Department



3549 N Vermilion St
 Danville, IL 61832
 www.oherron.com
 rayoherron@oherron.com
 1-800-223-2097

S/O Invoice

S/O Invoice # 3164900
 Customer No: 00-60153PD
 Date:7/21/2023
 Customer PO #: Mike Babicz

BILL TO:

MAYWOOD POLICE DEPARTMENT
 125 S FIFTH AVE
 Maywood, IL 60153

SHIP TO:

MAYWOOD POLICE DEPARTMENT
 125 S FIFTH AVE
 Maywood, IL 60153

BADGE NO:	PAYMENT TERMS:	ORDERED BY:	ORDER COMMENT:		
	NET 30 DAYS	Mike Babicz	State bid Ammo Quote		
ITEM NO	DESCRIPTION	QUANTITY	PRICE	EXT PRICE	
	DGY				
RA556B	5.56mm 64GR BSB BOX/20 2k rnds.	100.00	17.78	1,778.00	
RA40T	40 S&W 180 GR JHP NOX/50 2k rnds	40.00	16.85	674.00	
Q4238	40 S&W 180 GR FMJ BOX/50 18k rnds.	360.00	13.40	4,824.00	
Q3131	5.56mm 55GR FMJ BOX/20 12k rnds.	600.00	7.96	4,776.00	

*****BID PRICING--NO FREIGHT*****

Net Invoice: 12,052.00
 Less Discount:
 Freight: 0.00
 Sales Tax: 0.00
Invoice Total: 12,052.00
 Less Deposit: 0.00
Invoice Balance: 12,052.00



MEMORANDUM

TO: Village President Nathaniel Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik and Carlos S. Arévalo
DATE: August 2, 2023
RE: Secondary Employer Indemnity and Conditions Agreement

Pursuant to the request by the Chief of Police and Acting Chief of Police, we have prepared a Secondary Employer Indemnity and Conditions Agreement (“Agreement”). The purpose of this Agreement is to protect the Village of Maywood (“Village”) in a number of ways. While the Agreement comprehensively addresses such protections, the following are highlighted:

1. The Agreement ensures that Village police officers who desire to pursue secondary employment are having their employer agree to indemnify the Village for any claims that may be made against the Village.
2. The secondary employer is obligated to report any injuries sustained by the Village police officer. This will prevent liability exposure related to injuries not sustained within the scope of the police officer’s employment with the Village. This will protect the Village from workers’ compensation and Public Employee Disability Act (“PEDA”) claims as well as any potential line-of-duty disability and Public Safety Employee Benefits Act (“PSEBA”) claims.
3. The Agreement provides that the secondary employer may not have Village police officers engage in the performance of any services that would put the Village in a bad light or impact its reputation.
4. The Agreement ensures that insurance coverage is in place and the Village and police officer are named as “additional insureds.”

Along with this Memorandum, we are submitting a proposed Resolution for action by the President and Board of Trustees of the Village that authorizes the Village Manager and Chief of Police to execute a Secondary Employer Indemnity and Conditions Agreement whenever it is deemed appropriate and in the best interests of the Village. The Resolution attaches a template of the Agreement that can be used on a case-by-case basis.

If there are any questions, please let us know.

Mike and Carlos

Enclosures

- cc. Jim Kruschke, Acting Village Manager (w/ encls.)
Chief of Police Elijah Willis (w/ encls.)
Acting Chief of Police Theodore Yancy (w/ encls.)
Village Clerk Tori-Love Garron (w/ encls.)

RESOLUTION NO. R-2023-_____

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND CHIEF OF POLICE
TO ENTER INTO SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENTS
ON A CASE-BY-CASE BASIS AND APPROVING THE USE OF
A TEMPLATE SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENT**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the “Village Board” or the “Village”), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII, Sections 6 and 6(a) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to authorize the Village Manager and Chief of Police to enter into secondary employer agreements on a case-by-case basis whenever doing so is appropriate and in the best interests of the Village; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have reviewed a template of a SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENT (the “Agreement”), a copy of which is attached hereto as Exhibit “A” and made part hereof, and have determined that said template is acceptable for use and execution by the Village Manager and Chief of Police for the purposes outlined therein; and

WHEREAS, the purpose of the Agreement is to protect the interests of the Village whenever a Village of Maywood police officer wishes to pursue secondary employment pursuant to Police Department policies and general orders; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and authorize the use and execution of the attached Agreement (Exhibit “A”) by the Village Manager and Chief of Police on a case-by-case basis.

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: Approval of Agreement. The President and Board of Trustees of the Village of Maywood authorize the use of the template SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENT, a copy of which is attached hereto as Exhibit “A” and made a part hereof, whenever the Village Manager and the Chief of Police determine that entering into such an Agreement is appropriate and in the best interests of the Village.

SECTION 3: Execution of Agreement. The President and Board of Trustees authorize and direct the Village Manager and the Chief of Police to execute a final version of any such Agreement, which may contain non-substantive modifications, whenever it is deemed appropriate and in the best interests of the Village, provided that any modifications are approved by the Village Attorney.

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

ADOPTED this 8th day of August, 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 8th day of August, 2023.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

Exhibit "A"

**SECONDARY EMPLOYER
INDEMNITY AND CONDITIONS AGREEMENT**

(attached)

SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENT

This Secondary Employer Indemnity and Conditions Agreement (“Agreement”) is made this _____ day of _____, 20___, by and between the Village of Maywood (hereinafter referred to as the “Municipality”) and _____ (hereinafter referred to as the “Employer”). The Municipality and the Employer are at times referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Employer desires to employ off-duty Village of Maywood police officers who are full-time employees of the Municipality; and

WHEREAS, the Municipality and Employer each acknowledge that, if an off-duty uniformed police officer is involved in a situation while working for the Employer that results in civil litigation, the Municipality would likely be included as a defendant; and

WHEREAS, it is the specific intention of this Agreement that, as between the Municipality on one hand and the Employer on the other hand, under no circumstances shall the Municipality and the Municipal Affiliate (as defined below) be liable for any liabilities or losses arising from the employment of the police officer by the Employer and all such liabilities and losses, as between these Parties, shall be borne exclusively by the Employer.

Now, Therefore, in consideration of the Municipality allowing certain police officers of the Municipality to work secondary employment as employees of the Employer, the Employer agrees as follows:

1. Employer, on behalf of itself, its successors and assigns, does hereby covenant and agree, at its sole cost and expense, to indemnify, defend and hold the Municipality and the Municipality's former, current and future officials, trustees, officers, employees, successors and assigns (collectively "Municipal Affiliates"), both in their capacities as Municipal representatives and as individuals, harmless from and against any loss, actions, responsibilities, obligations, liability, damage (whether direct or consequential), expenses, claims (whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future), penalties, fines, injunctions, suits (including but not limited to suits alleging or related to personal injury and/or death, or which may arise under the Civil Rights Act or the Workers' Compensation Act), proceedings, disbursements or expenses (including, without limitation, attorneys' and experts' fees and disbursements and court costs) (collectively, the "Liabilities"), arising under or relating to any law, or any other Liabilities which may be incurred by or asserted against any of the Municipal Affiliates directly or indirectly resulting or arising from, alleged to arise from, or caused by, in whole or in part, the secondary employment of a police officer of the Municipality by the Employer.

Employer shall assume the expense of defending all claims, suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under

this Agreement. In the event that the Municipality or any of the Municipal Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this Agreement, the Municipality and/or any of the Municipal Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the reasonable costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by Employer pursuant to the indemnification provisions herein. Employer shall promptly, after obtaining knowledge thereof, advise the Chief of Police of the Municipality, in writing, of any and all claims made or threatened by any third party relating to and/or referring to the police officer employed by Employer when it relates to the police officer's secondary employment.

2. Employer knowingly waives and releases the Municipality and/or Municipal Affiliates from any and all claims, debts, dues and obligations of every kind and nature under the Illinois and United States Constitutions as well as under any federal or State statutes or laws, including but not limited to civil rights laws and workers' compensation laws as to any secondary employment. Employer further waives all remedies (including those which may be available under the Civil Rights Act) which are available to it for the violations of any of the terms of this Agreement, including but not limited to the equitable remedy of specific performance, and agrees not to seek injunctive relief of any sort. Employer covenants not to sue the Municipality and/or Municipal Affiliates for a violation of any provision or term of this Agreement.
3. The Employer agrees that the police officers of the Municipality, while working at a secondary employment, are employees of the Employer, and Employer is a separate and independent employer who has the right to control and direct the employee only to perform certain police and security related services, not only as to the result to be accomplished by the work, but also as to the details and means by which the result is to be accomplished. Employer agrees to be solely responsible for the payment of the police officer's wages. During the hours of the secondary employment, police officers are deemed to be exclusively employed by the Employer and are not employees, agents or officers of the Municipality. The Employer, however, agrees that no police officer engaged in secondary employment will be required to perform services that may be unlawful, demeaning to the police officer, potentially embarrassing to the Municipality or otherwise unrelated to police and security related services. No employment activity may be conducted which could adversely affect the confidence of the public in the police officer's reputation or his/her ability to act with integrity and impartiality in their employment as police officers. The Employer is paying for the services of the police officer but shall not dictate to the police officer concerning enforcement of laws. Employer hereby authorizes the Municipality's Chief of Police or his designee inspection of the business premises during business hours or when the police officer is working at the work site, including but not limited to inspection of the premises of the business and the work site of the off-duty police officer.
4. The Employer agrees that the Chief of Police of the Municipality may restrict any police officer from working secondary employment, and the Employer agrees that no police officer of the Municipality will be employed unless permitted by the Municipality's Chief

of Police. Employer agrees to immediately report to the Municipality's Chief of Police any accidents or injuries suffered by the police officer in the course of secondary employment. The Employer agrees to submit a schedule of hours worked, or to be worked, to the Municipality's Chief of Police upon his written request. The Employer may be required to verify the hours worked and hourly pay rate of each police officer employed. Only monetary payment will be accepted for secondary employment. There shall be no exchange of goods or services. If requested by the Municipality's Chief of Police, Employer shall immediately deliver to the Municipality any and all records, documents or reports of any kind which relate or refer or are associated directly or indirectly with the police officer's employment with the Employer.

5. The Employer agrees that insurance shall be procured and maintained to protect the police officers of the Municipality and the Municipality in the performance of secondary employment, and that such insurance policies shall have contractual liability coverage pertaining to the provisions of this Agreement. The insurance coverage shall cover civil and constitutional rights, assault and battery, false arrest, false imprisonment, malicious prosecution, libel and slander, among other things. The Municipality and the police officer shall be named as additional insureds on said policy and copies of the declarations, the policy, the endorsements, including the additional insured endorsement naming the Municipality and the police officer, and a certificate of insurance shall be provided within thirty (30) calendar days following the execution of this Agreement. In the event that copies of the foregoing insurance documents are not provided within thirty (30) calendar days of the execution of this Agreement, all secondary employment for the Employer shall cease until the foregoing insurance documents evidencing coverage of the Municipality and the police officer are provided to the Municipality.
6. This Agreement has been made and delivered in Illinois and shall be construed according to and governed by the internal laws of the State of Illinois without regard to its conflict of law rules. If any provision hereof shall be held invalid, prohibited or unenforceable under any applicable laws of any applicable jurisdiction, such invalidity, prohibition or unenforceability shall be limited to such provision and shall not affect or invalidate the other provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction, and, to that extent, the provisions hereof are severable. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.
7. Failure of the Municipality to require performance of any provision of this Agreement shall not affect the Municipality's right to require full performance thereof at any time thereafter, and the waiver by the Municipality of a breach of any provision of this Agreement shall not constitute or be deemed a waiver of a similar breach in the future, or any other breach, or nullify the effectiveness of such provisions of this Agreement. The rights and remedies of the Municipality of this Agreement are cumulative. The exercise or use of any one or more thereof shall not bar the Municipality from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise or use of any right or remedy by the Municipality waive any other right or remedy.

8. Employer will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the Municipality in enforcing the covenants and agreements of this Agreement if the Municipality is successful.
9. This Agreement may not be amended except by an addendum signed by both Parties, nor shall observance of any term of this Agreement be waived except with the written consent of the Municipality.
10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.
11. All provisions contained in this Agreement are severable, and the invalidity or unenforceability of any provisions shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.
12. Both the Municipality and the Employer retain the right to cancel this Agreement without cause upon ten (10) calendar days' written notice. Either Party may cancel this Agreement for cause upon three (3) calendar days' written notice. Provided, however, the duration of the indemnification hereunder shall be indefinite with respect to the existence of any liabilities incurred by the Municipality and/or Municipal Affiliates which arise or are alleged to arise during the course of the police officer's employment by the Employer.
13. The signatories for the Employer represent and certify that this Agreement has been authorized as an official act of the Employer and that no further action is necessary by the Employer to validate this Agreement and legally bind that Party to it.

IN WITNESS WHEREOF, this Agreement shall be in full force and effect as of the date the last of the Parties executes this Agreement, which date shall be set forth in the first paragraph of this Agreement.

VILLAGE OF MAYWOOD

_____ **(Employer Name)**

Name: _____
 Village Manager

Name: _____
 Title: _____

_____ Date

_____ Date

Name: _____
 Chief of Police

_____ Date

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love 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 AUTHORIZING THE VILLAGE MANAGER AND CHIEF OF POLICE
TO ENTER INTO SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENTS
ON A CASE-BY-CASE BASIS AND APPROVING THE USE OF
A TEMPLATE SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENT**

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 8th day of August, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 8th day of August, 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 August, 2023.

Tori-Love Garron, Village Clerk

[SEAL]

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: August 2, 2023
RE: Memorandum of Understanding With Participating Regional Fire Departments And Fire Protection Districts Relative to the Joint Regional Grant Application for the 2023 Assistance to Firefighters Grant Program

Per the recommendation of Fire Chief Craig Bronaugh, I have enclosed the following documents for your review, consideration and action at an upcoming Committee of the Whole Meeting and Special Village Board Meeting:

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH PARTICIPATING REGIONAL FIRE DEPARTMENTS AND FIRE PROTECTION DISTRICTS RELATIVE TO THE MULTIPLE FIRE DEPARTMENT JOINT APPLICATION FOR PURCHASE OF NEW PORTABLE RADIOS, with the Memorandum of Understanding ("MOU") attached to the Resolution as Exhibit "A"

The enclosed draft Resolution authorizes the approval and execution of the MOU between the Maywood Fire Department ("MFD") and certain participating regional fire departments and fire protection districts (Fire Departments of the Villages of Broadview, Elmwood Park, Maywood, Norwood, River Grove, Rosemont, Schiller Park, Westchester and the Leyden Township Fire Protection District) (collectively "Participating Agencies") for the submittal of a regional grant application to the Regional 2023 Assistance to Firefighters Grant Program for the procurement, administration and dispersal of any award for portable radios and related equipment in the event of approval, and provision of required cash matches, all of which shall be done through the Participating Agencies' designated host agency, the Village of Broadview Fire Department ("BFD").

Key Terms of the Memorandum of Understanding ("MOU"):

- Purpose. The MOU establishes the relationship between the participating agencies and governs the submittal of a joint application by the Participating Agencies to the Regional 2023 Assistance to Firefighters Grant Program ("Joint Application") and the procurement, administration and dispersal of any award received upon approval of the Joint Application.
- Procedure. The MOU designates the BFD as the host agency for the Participating Agencies relative to the Joint Application. As host agency, the BFD is responsible for the submission of the joint application, procurement and administration of any items approved under the Joint Application, providing reporting requirement deliverables, and coordinating any cooperative equipment trainings as appropriate. The Participating Agencies agree to provide any information the BFD requires to meet its obligations, to accept any award approved and their respective items under such award, to provide the required cash match cost of their requested items as outlined in the

grant application and required by the grant program guidelines, to participate in cooperative trainings on all equipment procured through the grant program as appropriate, to maintain/repair all items awarded to them and to replace equipment which becomes inoperable for a period of three years after official closeout of the grant agreement, and to promptly return any equipment/deliverables received in error.

- Grant Award. Includes a chart which outlines the grant award to each Participating Agency, indicating the amount of each type of radio each Participating Agency will receive and the amount of certain accessories that each Participating Agency will receive.
- Term and Termination. Establishes that the MOU shall be effective as of the date of last signature for a period of five years after official closeout of the grant agreement.
- Guidelines. Establishes that each Participating Agency agrees to adhere to the 2023 Assistance to Firefighters Grant Program guidance and Federal OMB Circular A-133 as applicable.
- Insurance or Self-Insurance. Establishes that each Participating Agency is responsible at its own cost for carrying insurance or self-insuring its activities in connection with the MOU.
- Indemnification. Establishes that each Participating Agency is responsible and separately liable for the actions of their officers, agents and employees in the performance of their obligations under the MOU, and that the Participating Agencies shall indemnify the BFD for issues arising out of their own actions, and vice-versa.

If there are any questions, please contact me.

Mike

Enclosures

cc. Tori-Love Garron, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Craig Bronaugh, Fire Chief (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Michael A. Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2023-___

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A MEMORANDUM OF UNDERSTANDING (MOU) WITH
PARTICIPATING REGIONAL FIRE DEPARTMENTS AND FIRE PROTECTION DISTRICTS
RELATIVE TO THE MULTIPLE FIRE DEPARTMENT JOINT APPLICATION
FOR PURCHASE OF NEW PORTABLE RADIOS**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the “Village Board”), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, based on the recommendation of Fire Chief Craig Bronaugh, the Village Board desires to enter into a Memorandum of Understanding (“MOU”) with certain participating regional fire departments and fire protection districts (Fire Departments of the Villages of Broadview, Elmwood Park, Maywood, Norwood, River Grove, Rosemont, Schiller Park, Westchester and Leyden Township Fire Protection District) (collectively “Participating Agencies”) for the submittal of a regional grant application to the Regional 2023 Assistance to Firefighters Grant Program for the procurement, administration and dispersal of any award for portable radios and related equipment in the event of approval, and provision of required cash matches, all of which shall be done through the Participating Agencies’ designated host agency, the Village of Broadview Fire Department. A copy of the MOU, which contains all of the terms, conditions and obligations that the parties will be responsible for as part of their participation in the MOU, is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached MOU, and find that entering into the MOU is in the best interests of the Village of Maywood, its residents, property owners, business owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, 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: Approval of MOU and Other Related Documents. The President and Board of Trustees of the Village of Maywood authorize and approve the attached MOU (Exhibit “A”) and such other related documents that are necessary for the Village of Maywood to fulfill its obligations under the MOU.

SECTION 3: Execution of the MOU and Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village of Maywood authorize and direct the Village President and Village Clerk, or their designees, to execute the final version of the attached MOU

(**Exhibit "A"**), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver the signed MOU and all other instruments and documents and pay all costs that are necessary to fulfill the Village of Maywood's obligations under the MOU.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village of Maywood direct the Village Clerk's Office, or its designee, to forward a certified copy of this Resolution and a fully executed copy of the MOU to each of the Participating Agencies for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

ADOPTED this 8th day of August, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 8th day of August, 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-Love Garron, Village Clerk

[SEAL]

Exhibit "A"

**2023 ASSISTANCE TO FIRE FIGHTERS GRANT PROGRAM
REGIONAL GRANT APPLICATION
MEMORANDUM OF UNDERSTANDING (MOU)**

(attached)

**2023 ASSISTANCE TO FIRE FIGHTERS GRANT PROGRAM
REGIONAL GRANT APPLICATION
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereafter "participating agencies"):

Village of Broadview Fire Department EIN: 36-6005806
Village of Schiller Park Fire Department EIN: 36-6006096
Village of Elmwood Park Fire Department EIN: 36-6005867
Village of River Grove Fire Department EIN: 36-6006071
Village of Rosemont Fire Department EIN: 36-6009134
Leyden Township Fire Protection EIN: 36-2658076
Village of Westchester Fire Department EIN: 36-6006142
Village of Norwood Park Fire Department EIN: 36-6009291
Village of Maywood Fire Department EIN: 36-6005990

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the Assistance to Firefighters Grant Program (AFG); and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG grant program; and

WHEREAS, the Village of Broadview Fire Department has been selected through this MOU to be the host agency to file a regional AFG grant application (the "Application") on behalf of the participating agencies, and

WHEREAS, the Village of Broadview Fire Department has been selected through this MOU to administer the regional AFG grant program award and agrees to be the host agency responsible for administration of the grant including asset accountability and reporting requirements for those assets acquired under the AFG regional application in the event of approval; and

WHEREAS, the Village of Broadview Fire Department agrees to serve as host agent for the procurement and disbursement of all equipment received under AFG grant program award in the event of approval; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

PURPOSE

This MOU establishes the relationship between the participating agencies for participation in a Regional 2023 Assistance to Firefighters Grant Program (AFG) grant award in the event of approval of the Application.

PROCEDURES

1. The Village of Broadview Fire department will serve as the host agency to submit a regional AFG grant program application and serve as grant administrator for the participating agencies in the event of approval.
2. Pursuant to the AFG program guidelines, all items approved under the Application will be procured and administered through Broadview Fire Department in the event of approval of the Application.
3. Broadview Fire Department agrees, as host agency, to provide accountability for the assets acquired under the regional AFG grant award and provide reporting requirement deliverables. As such, participating agencies agree to provide Broadview Fire Department with this information on a timely basis to remain in compliance with the requirements of the grant.
4. The participating agencies agree to accept the 2023 regional AFG grant program award and accept their respective items as listed in the AFG grant application in the event of approval.
5. The participating agencies agree to provide the required cash match cost of their requested items as detailed in the grant application as required under the regional AFG Grant Program guidelines. The required match shall be paid by the participating agencies upon receipt of an invoice from Broadview Fire Department, in advance of equipment procurement.
6. In the event of a reduced award, the participating agencies agree to accept this reduced amount and provide any required cash match on the total reduced award amount of their approved items.
7. Any expenditure beyond the grant award for an agency's approved item(s) remain the sole responsibility of that agency.
8. The participating agencies agree to allow Broadview Fire Department to procure and distribute their respective assets if awarded under the regional AFG grant program.
9. The participating agencies agree to participate in cooperative training on all equipment procured under this grant award as appropriate. As host agency, training will be coordinated through Broadview Fire Department.
10. The participating agencies agree to maintain/repair all items awarded to them under the Application in accordance with the manufacturer's warranty, and to replace the equipment if it becomes inoperable for a period of three years after official closeout of the grant agreement.
11. The participating agencies agree to promptly provide any additional documentation to Broadview Fire Department as requested, that may be necessary in connection with the grant.

12. Participating agencies agree to promptly return any equipment or deliverables that are received in error to Broadview Fire Department.

13. The grant award to each agency is as follows:

Radios:

Department	APXNEXT XE (Green)	APX8000XE (Green)	APX8500 Dash mount E5	APX8500 Remote Mount E5	APX8500 Dual Head E5
Broadview		28	10		4
Leyden		20	6		
Rosemont	50			16	
Schiller Park		30	4		
Maywood		36	4		
Westchester		21	7		
Elmwood		26	5		
River Grove		6	2		1
Norwood Park		23	18		

Accessories:

Department	XVE500 (ch knob)	XVE500 (no ch knob)	APX8000XE Single unit charger	APX 8000 Multi unit charger	APX 8000 Vehicle charger	APX 8000 Spare battery	APX NEXT Single unit charger	APX NEXT Multi unit charger	APX NEXT Vehicle charger	APX NEXT spare battery
Broadview	10	26		4	12	36				
Leyden	20			3		20				
Rosemont	50						50	12		50
Schiller Park	30		1	1		30				
Maywood		36		3	36	18				
Westchester	7	14		4						
Elmwood	9	17								
River Grove	6			1		6				
Norwood Park		23		3		14				

TERM AND TERMINATION

This MOU shall be effective on the date of last signature of the participating agencies herein and shall continue in full force and effect for a period of five years after official closeout of the grant agreement.

GUIDELINES

In performing its duties, responsibilities and obligations pursuant to this Agreement, each participating agency agrees to adhere to the requirement standards set forth in the AFG grant program guidance and Federal OMB Circular A-133 as applicable.

RECORDS

1. Each participating agency understands that any and all records created as a result of participating in this federal grant program may be subject to the public disclosure pursuant to the Freedom of Information Act (5ILCS 140/) and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.
2. Each participating agency shall maintain its own respective records and documents associated with this MOU sufficient to demonstrate compliance with the terms of this agreement for a period of five years from the close-out date of the agreement, and shall allow Village of Broadview Fire Department and the Department of Homeland Security access to such records upon request.

EXECUTION

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

INSURANCE OR SELF-INSURANCE

Each participating agency, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each participating agency agrees to provide the other forty-five (45) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

INDEPENDENT CONTRACTOR

This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each participating agency is an independent contractor, and each participating agency shall assume responsibility for all personnel costs for its respective employees, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

INDEMNIFICATION

Each participating agency shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under the MOU.

To the extent permitted by law, each participating agency shall indemnify, defend, and hold Village of Broadview Fire Department, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments,

executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of the participating agency or its employees, and the participating agency shall indemnify VILLAGE OF BROADVIEW FIRE DEPARTMENT, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which VILLAGE OF BROADVIEW FIRE DEPARTMENT, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the participating agency or its employees. For purposes of this provision, the participating agency's employees shall not be deemed agents or servants of VILLAGE OF BROADVIEW FIRE DEPARTMENT and VILLAGE OF BROADVIEW FIRE DEPARTMENT's employees shall not be deemed agents or servants of the participating agency.

To the extent permitted by law, VILLAGE OF BROADVIEW FIRE DEPARTMENT shall indemnify, defend, and hold participating agency, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of VILLAGE OF BROADVIEW FIRE DEPARTMENT or its employees and VILLAGE OF BROADVIEW FIRE DEPARTMENT shall indemnify participating agency, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which participating agency, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the VILLAGE OF BROADVIEW FIRE DEPARTMENT or its employees. For purposes of this provision, VILLAGE OF BROADVIEW FIRE DEPARTMENT's employees shall not be deemed agents or servants of participating agency and participating agency's employees shall not be deemed agents or servants of VILLAGE OF BROADVIEW FIRE DEPARTMENT.

GOVERNMENTAL IMMUNITY

Each participating agency is a municipal corporation existing under the laws of the state of Illinois. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a political subdivision of the state of Illinois to be sued by third parties in any matter arising out of this Agreement or any other contract.

NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class, and certified return receipt requested, addressed as follows:

TO: Village of Broadview Fire Department
Fire Chief
2400 S 25th Ave, Broadview, IL 60155

TO: Village of Schiller park Fire Department
Fire Chief
9526 Irving Park Rd, Schiller Park, IL 60176

- TO: Village of Elmwood Park Fire Department
Fire Chief
7 W Conti Pkwy, Elmwood Park, IL 60707
- TO: Village of River Grove Fire Department
Fire Chief
2601 Thatcher Ave, River Grove, IL 60171
- TO: Village of Rosemont Fire Department
Fire Chief
5800 River Rd, Rosemont, IL 60018
- TO: Leyden Township Fire Protection
Fire Chief
2600 Mannheim Rd, Franklin Park, IL 60131
- TO: Village of Westchester Fire Department
Fire Chief
10240 W Roosevelt Rd, Westchester, IL 60154
- TO: Village of Norwood Park Fire Department
Fire Chief
7447 W Lawrence Ave, Harwood Heights, IL 60706
- TO: Village of Maywood Fire Department
Fire Chief
700 Saint Charles Rd, Maywood IL 60153

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered on the date delivered if by personal delivery of overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be if mailed.

MISCELLANEOUS

1. COMPLIANCE WITH LAWS

The participating agencies shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations which may be applicable in performing its duties, responsibilities, and obligations pursuant to this MOU.

2. JOINT PREPARATION

The participating agencies acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3. APPLICABLE LAW AND VENUE

This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Illinois. Venue in any proceeding or action among the parties arising out of this MOU shall be in Cook County, Illinois.

4. INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the participating agencies.

5. ENTIRE AGREEMENT

This MOU contains the entire understanding of the participating agencies relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This MOU may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by the participating agencies. The failure of a participating agency to seek redress for violation of or to insist on strict performance of any of the covenants of this MOU shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and affect.

6. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

7. UNCONTROLLABLE FORCES

Participating agencies shall not be considered to be in default of this MOU if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this MOU and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

8. ASSIGNMENT

Participating agencies shall not assign or transfer its rights, title or interests in the MOU.

9. SIGNATORY AUTHORITY

Each participating agency shall supply VILLAGE OF BROADVIEW FIRE DEPARTMENT with copies of requisite documentation evidencing that the signatory for the participating agency has the authority to enter into this MOU.

10. NO THIRD-PARTY BENEFICIARIES.

The participating agencies expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Illinois to be sued by third parties in any matter arising out of any contract.

11. CAPTIONS

The captions, section designations, section numbers, article numbers, titles and headings appearing in this MOU are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.

12. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.

13. NO GRANT OF AGENCY

Except as the participating agencies may specify in writing, no participating agency shall have authority, expressed or implied, to act on behalf of the other participating agencies in any capacity whatsoever as an agent. No participating agency shall have any authority, express or implied, pursuant to this MOU, to bind the other participating agency to any obligation whatsoever.

IN WITNESS WHEREOF, the participating agencies execute this instrument on the date(s) shown below:

Village of Broadview Fire Department



Authorized Representative

Date: June 12th, 2023

Village of Schiller Park Fire Department

Authorized Representative

Date: June 12th, 2023

Village of Elmwood Park Fire Department

Authorized Representative

Date: June 12th, 2023

Village of River Grove Fire Department

Date: June 12th, 2023

Authorized Representative

Village of Rosemont Fire Department



Authorized Representative

Date: June 12th, 2023

Leyden Township Fire Protection

Authorized Representative

Date: June 12th, 2023

Village of Westchester Fire Department

Authorized Representative

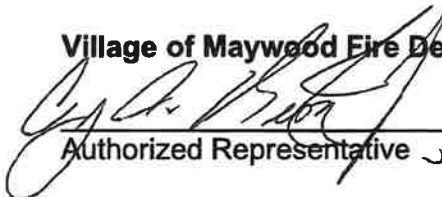
Date: June 12th, 2023

Village of Norwood Park Fire Department

Authorized Representative

Date: June 12th, 2023

Village of Maywood Fire Department



Authorized Representative

Date: June 12th, 2023

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love 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 AUTHORIZING THE APPROVAL AND EXECUTION OF
A MEMORANDUM OF UNDERSTANDING (MOU) WITH
PARTICIPATING REGIONAL FIRE DEPARTMENTS AND FIRE PROTECTION DISTRICTS
RELATIVE TO THE MULTIPLE FIRE DEPARTMENT JOINT APPLICATION
FOR PURCHASE OF NEW PORTABLE RADIOS**

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 8th day of August, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 8th day of August, 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 8th day of August, 2023.

Tori-Love Garron, Village Clerk

[SEAL]



MEMORANDUM

To: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
From: Michael T. Jurusik
Date: August 2, 2023
Re: Cook County Class 6(b) Real Estate Tax Incentive for National Cycle for the Properties at 1190 South Maywood Drive (PIN 15-15-102-035-0000), 900 South 22nd Avenue (PIN 15-15-102-013-0000) and 900 South 21st Avenue (PIN 15-15-102-015-0000)

Per the request of Angela Smith, Director of Community Development Department, I have enclosed the following document for your review, consideration and action at an upcoming Committee of the Whole Meeting and Special Village Board Meeting:

RESOLUTION AUTHORIZING AND CONSENTING TO A COOK COUNTY CLASS 6(b) PROPERTY TAX RATE INCENTIVE DESIGNATION FOR THE PROPERTY COMMONLY KNOWN AS 1190 SOUTH MAYWOOD DRIVE (PIN 15-15-102-035-0000), 900 SOUTH 22ND AVENUE (PIN 15-15-102-013-0000) AND 900 SOUTH 21ST AVENUE (PIN 15-15-102-015-0000) (Applicant: WMRE, LLC d/b/a National Cycle, Inc.)

See also, Community Development Department Memo dated August 8, 2023 with Application and background materials (from Village Staff).

In 2018, the Village and Cook County approved a Cook County Sustainable Emergency Relief (SER) Class 6(b) Property Tax Incentive Designation for 2200 South Maywood Drive, Maywood, Illinois (PIN: 15-15-102-016-0000), at which National Cycle operated its business for industrial purposes and desired to expand its operations (the "Existing SER Class 6(b) Tax Incentive"). Thereafter, National Cycle acquired additional real estate from the Village for purposes of redeveloping the real estate to renovate its existing building and facilities and to construct a new 28,000 square foot building to house and operate the expanded business operations. The newly acquired real estate is referred to as the "Subject Property" and consists of 1190 South Maywood Drive (PIN 15-15-102-035-0000), 900 South 22nd Avenue (PIN 15-15-102-013-0000) and 900 South 21st Avenue (PIN 15-15-102-015-0000). Recently, National Cycle has submitted to the Village a Cook County Class 6(b) Property Tax Incentive Eligibility Application concerning the Subject Property.

Due to the recent increase in Cook County property tax burden that has been shifted to commercial, manufacturing and industrial properties, National Cycle requests that the Village consent to the approval of the Cook County Class 6(b) Eligibility Designation in order to assist with and encourage the continued occupancy and use of the Subject Property as a parts manufacturer for the motorcycle and recreational vehicle industries, and the continued operation of such business (the "Business Activities"). Pursuant to the Cook County Real Property Classification Ordinance, the Class 6(b) Tax Incentive may be approved by Cook County if the Village adopts a Resolution expressing its support and consent for the approval and its determination that the use of the Subject Property is necessary and beneficial to the local economy. If approved, the Subject Property will be assessed at 10% of market value as opposed to 25%

of market value for a ten (10) year period, plus 15% of market value in the 11th year and 20% of market value in the 12th year.

National Cycle has been a long-time employer in the Village. There are a number of conditions of approval that are set forth in Section 3 of the Resolution that National Cycle is required to comply with in order to receive and remain eligible to continue to receive property tax incentive under the Cook County Class 6(b) Eligibility Designation.

If the Board approves the enclosed Resolution in support of the Application for the Cook County Class 6(b) Eligibility Designation, the Resolution will be forwarded to Cook County for consideration and action by the County Board.

If there are any questions, please contact me.

Mike

Enclosure

cc: Tori-Love Garron, Village Clerk (w/ encl.)
Jim Krischke, Acting Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
Angela Smith, Director of Community Development Department (w/ encl.)
Walter Duncan, Director of Building & Code (w/ encl.)
Michele Kitch, Business Attraction & Retention Coordinator, CD Department (w/ encl.)
Bill Peterhansen, Village Engineer (w/ encl.)
Michael A. Marrs, Village Attorney (w/ encl.)



EV Readiness Guidance Document

Zoning Code Language:

Recommended and Optional Model Language to Consider related to EV Readiness Program

Background

The following ideas are offered as possible language to be used in municipal zoning codes related to actions on the EV Readiness (EVR) Checklist Zoning Code Section. Actions on the EVR Checklist fall into two categories:

1. Where clear consensus has been reached on language, **Recommended Model Language** is provided.
2. Where options based on each municipality's preferences apply, **Optional Model Language** is provided.

In additions, municipalities approach some of the zoning language differently. For the Appearance and Advertising sections, some language may be already covered by existing codes, in the Appearance and Advertising sections of their codes and/or elsewhere. Rather than repeating text, and because managing EV charging zoning codes is new, the idea of having a specific zoning code section for EV Charging Systems might be advised or a separate set of EV/EV charging guidelines might be of interest. If existing codes relate to EV charging, such a guideline document could cross-reference relevant existing zoning requirements to facilitate review and approval of permits.

Each section below presents the EV Readiness (EVR) Checklist action item, its EVR Checklist number and ideas for Zoning Codes. For each section, some references are provided at the end of this document.

Accessory Use

EVR (ZP-2A) : "When EV charging is not the primary use of the site, classify the EV charging station as an accessory use."

Recommended Model Language

- Electric vehicle charging stations and electric vehicle charging infrastructure shall be considered as permitted as accessory uses in all zoning districts.



Primary Use

EVR (ZP-2B): “When EV charging is the primary use of the site, establish new classification of retail EV charging facility or articulate suitable existing classification.”

Recommended Model Language

- An **Electric Vehicle Charging Location** that provides electricity to recharge the batteries in electric vehicles through more than one Electric Vehicle Charging Station on a retail basis to the general public is considered as a primary use. Electric Vehicle Charging Locations as primary use may include ancillary services, including but not limited to restrooms, self-service vending, and limited retail amenities primarily for the benefit of customers charging their vehicles.
- **Fleet Charging** provides electricity to electric motor vehicles through one or more Electric Vehicle Charging Stations that are dedicated or reserved for private parties pursuant to contract or other agreement and are not available to the general public.

Additional Considerations:

The use case and location of EV charging stations is an important consideration in determining zoning status. For example, ten DCFCs located on a service station-sized lot on a busy intersection may cause traffic circulation issues warranting designation as a primary use and thus require further review. In contrast, those same charging stations on the side of a large shopping mall surface lot should raise few concerns. In the former case, vehicles are likely coming to the site solely to charge and, like a service station, could generate related traffic as cars turnover relatively quickly. In the latter case, vehicles are coming to the site to park and stay while the driver shops. There is less turnover, and because of the more isolated location, related traffic is less of a concern.

Major DCFC charging hubs, where EV charging is the main activity on a site, could warrant a primary use designation. Municipalities may be concerned about changes in traffic patterns, particularly for charging hubs that are likely to result in vehicle queuing for charging stations. Communities will review such applications with more consideration for health and safety considerations and may require development standards such as restrictions on the size of the stacking lanes. A traffic or circulation study may also be required. Note, however, that many rules governing gasoline stations should not be applied to EV chargers, as EV chargers have lower environmental and health impacts. Subject to the concerns noted above, a primary use charging hub should be an enabled use in most zones and not be required to complete a conditional use permit.

Right of Way

EVR (ZP-3F): “Establish new or articulate existing regulations for whether and under what conditions EV charging stations are allowed in the right of way.”

Recommended Model Language

- Electric charging station equipment may not block the public right-of-way for pedestrians where minimal unobstructed walkable sidewalks exist or be located in a place that obstructs or interferes with a driver’s view of approaching, merging or intersecting traffic in and around the right-of-way.

**Additional Considerations:**

By 2030, 18.7 million passenger EVs will be on U.S. roads — and they will require an estimated 9.6 million charging stations to power up. Right-of-way charging will be vital to meet this demand and U.S. cities have a unique opportunity to lead the charge, according to Forth Mobility in its document [“Right-of-Way Charging: How Cities Can Lead the Way.”](#)

Parking spaces in the right-of-way — the area between neighboring properties, which can include street surfaces, curbs and sidewalks — are valuable and highly visible. These highly visible curbside chargers can provide charging in dense downtown areas where charging options are limited, and for residents without a garage or dedicated off-street parking.

When cities decide to install public charging equipment in these areas, it sends a clear, distinct signal of the city’s desire to cut carbon and reduce emissions while simultaneously alleviating range anxiety for potential electric vehicle adopters. This is important because it will accelerate the adoption of electric transportation and advance equity.

Two Use Cases to Consider

Municipalities need to consider two primary on-street parking use cases. In commercial districts with limited off-street parking, daytime visitors may wish to charge. In residential areas with limited off-street parking, residents may wish to charge on-street overnight.

Commercial Areas

In more developed commercial areas, where demand for on-street charging is likely to be greatest, multiple authorities typically control curb access or construction on public property. These include public works, street departments, water/sewer authorities, utilities, and transit agencies. On-street charging requires close coordination among authorities and within departments because there can be many competing uses for the curb such as for commercial delivery, bike lanes, transit stops, and valet parking. In addition, there may be multiple buried utilities (e.g., water, sewerage, electricity, natural gas, communications cables). Coordination among these many entities can raise costs of trenching and installation, and result in a longer permitting process. These challenges have slowed the installation of curbside charging, particularly in commercial areas of larger cities. Other issues compound the challenge. For instance, cities that want all utility infrastructure to be underground may require costly trenching to provide power for the charging stations.

Residential Areas

Providing on-street charging for residents without a dedicated off-street location to park their vehicles is among the most challenging charging use cases. This is in part because it is often as much a vehicle parking issue as a vehicle charging issue, particularly in the most populous areas of cities, or in older cities laid out before the ubiquity of cars. Residential areas may be densely populated with little access to off-street parking or less dense with both on-street and off-street parking options. Areas with limited parking may require more considerations than areas with plentiful parking.

Many EV owners without off-street parking run an electric extension cord from a home 110V (Level 1) outlet to charge their EV at the curb. This presents an unambiguous hazard to pedestrians and other



sidewalk users, as the cord must cross the sidewalk either on or elevated above ground-level. A few municipalities, including Seattle WA and Portland OR have addressed this hazard by allowing residents to extend a 110V extension cord across the sidewalk only while actively charging using an ADA compliant cord cover. However, there are concerns about compliance and enforcement. Cities may be concerned about liability if cords are not properly configured.

Appearance

EVR (ZP-3G): “Establish new or articulate existing regulations for the appearance of public EVCSs.

Optional Model Language

Safety and EVSEs

- Public EVSEs should require retractable cords to prevent trip hazards and for a cleaner look.
- EVSEs mounted on pedestals shall be designated and located so as not to impede pedestrian travel or create trip hazards on sidewalks.
- EVSE ports and connector devices shall be no less than 36 inches and no higher than 48 inches from the ground or pavement surface where mounted.
- Adequate lighting should be provided if a publicly accessible EVSE is used during nighttime hours.
- EV Charging Stations shall be protected by bollards, structures, or curb if located directly in a publicly accessible parking lot.

Safety and Sites

- Consider traffic patterns in design, allowing for clean, clear and appropriate traffic flow for access to and egress from EVSEs.
- Make sure pedestrian pathways are considered when siting EVSEs by maintaining reasonable distances from EVSEs to pedestrian walkways.
- Provide adequate charging station equipment protection such as concrete-filled steel bollards, wheel stops or curbs.
- Non-mountable curbing may be used in lieu of bollards, if the charging station is setback a minimum of 24 inches from the face of the curb.
- In locations where plants will be susceptible to injury by pedestrian or motor traffic associated with EVSE locations, they shall be protected by appropriate curbs, tree guards or other devices.
- Where applicable, provide clear and clean access from EVSE(s) to building entrance(s), so that the EV charging events do not impede the normal flows into and out of the site host facility.

Risk & Liability Limits

- The municipality is not liable or responsible for the failure of a publicly owned and publicly accessible EVSEs to properly operate or for any damage caused by an EVSE to persons or property.

Quality of Life, Compatibility and Harmony

- For publicly accessible EVSEs, provide attractive spaces around the EVSEs, consistent with the community's aesthetic values.



- For publicly accessible EVSEs, when parking space striping and stenciling are provided, provide content and look that are consistent with the community's aesthetic values.

Site appearance

- EV Charging System (EVCS) structures and components, whether located on private or public property, shall consider design elements that can be integrated into the architectural concept.
- EVCS materials shall be compatible with buildings, their scale shall fit the style of the host site, colors shall be in harmony with buildings and surroundings shall be attractive.
- Consider eliminating or minimizing visible electrical conduits and other appurtenances associated with EVCSs.
- Mechanical equipment or other utility hardware on a roof, ground or elevations shall, whenever possible, be located so as not to be visible from any public ways.
- If siting locations where EVSEs and EV Charging Infrastructure are not easily made non-visible, the facilities shall be screened from public view with materials in harmony with the building or grounds, such as fences, walls, enclosures, or landscaping. Wherever possible, natural landscaping shall be used for such screening.
- Aesthetic requirements that apply to surface parking without EV charging should also apply to surface parking that includes EV charging. EV charging should not trigger additional aesthetic requirements not related to the charging equipment itself.
- Standards and criteria should be considered guidelines and flexibility should be allowed when alternatives can better achieve objectives for provision of this service.

Landscaping

- For EVSE sites, where landscaping is possible, provide attractive landscaping spaces around the EVSEs, consistent with the community's or site architectural aesthetic values.
- Minimum landscaping requirements for surface electric vehicle parking and charging station lots: (a) Where landscaping is possible, all parking shall be terminated with a landscape strip a minimum width of (five) feet and equal to the length of the parking bay and (b) all required landscaped areas shall be planted with groundcover or shrubs with a maximum mature height of (30) inches.

Preservation

- EVCS installations shall consider the local historical character of the site, if applicable.

Protect Value

- Require regular maintenance of EVSE and surrounding areas to maintain clean spaces that support the original aesthetic of the site.
- Provide assurances that all electrical connections and cables are fit for service at all times and do not pose a risk to persons or property.
- Assure addition of EVCS does not adversely affect the commercial value or interests of the surrounding area.



Advertising

EVR (ZP-3E): “Establish new or articulate existing regulations for content and appearance of advertising on EVSEs”

Background

EVSEs with integral illuminated electrically activated or changeable signs using static or dynamic digital media for advertising purposes may emit various levels and patterns of light and sound. Refer to discussions in Sign Section, below for definitions.

Advertising signs on EVSEs can take on the following forms:

1. *Static branding / signage*
2. *Changeable fixed images*
3. *Changeable or animated images (some with audio)*

This discussion does not consider lit or unlit images, static or dynamic, that provide instructions and information (e.g., pricing, usage, total bill) to the user of the EVSE when they are recharging their EV’s battery.

Static branding and signage are managed as part of the general subject of signage.

Illuminated electrically activated or changeable signs include signs that present images that are not changed or are changed infrequently, typically with front and/or back lighting of images that can be changed remotely using digital communications between the advertisement and the sign. Changeable or animated images media signs include signs that have streaming video and/or still images that regularly change can be changed remotely using digital communications between the digital advertisement and the sign or manually at the sign.

Some signs can distract vehicle drivers and create light and noise that may be undesirable for some who might see and hear the signs. Distractions relate to the brightness, readability/legibility, message transitions, and the content of the messages presented. Rules should consider the following ideas related to distraction and safety, to minimize noise and light pollution and be consistent with community values.

Optional Model Language

Sign Brightness

- No sign shall be of such intensity or brilliance as to impair the vision of a motor vehicle driver or to otherwise interfere with the driver’s operation of a motor vehicle.
- Digital signs shall never exceed a brightness level of greater than **xxx** footcandles (e.g. 2 to 3) above ambient light.
- Signage/advertising requirements shall vary based on normal vehicle travel speed, traffic volume, intersection dimensions, and traffic signal placement and any defined setbacks from buildings and roads to the EVSE.
- Define specific brightness limits for signs on EVSEs based upon line-of-sight distances and brightness at and near traffic lights or intersections. For those EVSE signs that are not in the line of sight of roadways, the reduced level of distraction may be considered in the code.
- Limit illuminated digital media signs to **non**-residential (mercantile, commercial, industrial) or highway business zones.



- Digital signs shall utilize automatic dimming technology, as certified by the manufacturer, to either blacken the screen or adjust the brightness of the sign relative to ambient light so that at no time shall a sign exceed a brightness level of 0.2 to 0.3 footcandles above ambient light.
- The electronic display must include a photocell to control brightness and must automatically dim at sunset.
- Any EVSE sign which involves direct or indirect illumination shall have the approval of the AHJ, prior to the issuance of a building permit or the erection of the sign.

Sign Noise

- Limit audio digital media to **non**-residential (mercantile, commercial, industrial) or highway business zones.
- [Noise levels](#) outputted from EVSEs shall not exceed 55 dB(A) at all times.
- Audio advertising shall not be allowed in any zones between the hours of A to B (e.g., 9:00 PM to 8:00AM).

Message Content and Readability

- For digital signs on EVSEs readable while driving, limit signs to minimal graphics and set a maximum number of words per signs.
- Digital signs on EVSEs shall be clear and easy to read without excessive text, colors, graphics or other features that reduce the legibility.
- Messages on EVSEs should fit the character and values of the community and comply with Appearance Codes.
- Static branding on EVSEs related to an EVSE site owner's business is acceptable in any zones where signage is allowed.
- In locations where digital media can be seen from vehicles driving by, require clear and non-distracting transitions between sequential digital or static images on EVSEs.

Message Hold Time

- Require any change of message on EVSEs be completed immediately and all parts of the message shall change simultaneously. Require a minimum time between screen changes (e.g., 8 seconds)

Usage

- Limit the use of illuminated digital advertising on EVSEs during certain hours in certain zones (e.g. prohibit between 10:00 AM to 6:00 AM in allowed zones)

Signs and Advertising

- Advertising messaging on EVSEs not allowed on the property of Single-Family Dwelling occupancy classified buildings (R-3).
- Static branding on EVSEs is allowed in all zones.
- Advertising messaging in Occupancy Classifications R-2, R-3 and R-4 and Conservation, Recreation and Education (CRE) - should be set at a minimum distance from and minimize any line of sight from these occupancy classification (e.g. 300 to 500 feet).
- Advertising messaging on EVSEs in non-residential districts should comply with existing zoning /sign rules for similar signage.
- Limit number of electrically activated changeable EVSE signs based on zone, population, and population density.



- Limit the minimum distance of X feet (e.g. 400 feet) between EVSE Electrically activated. Changeable signs (or groups of such signs, such as multiple EVSEs)
- EV Space signs may be required to include time limits and hours of operation, depending on zoning..
- No more than x % (e.g. 30 to 50%) of the total square footage of any EVSE sign may be devoted to electrically activated changeable signs. Signs may be no more than X feet above grade and cannot take up more than Y square feet of advertising space.
- Limit the number of EVSE Electrically activated. Changeable signs on a given property. Limit the number of digital EVSE signs on an EVSC installation.

Parking Minimums

EVR (ZP-4): “Where minimum parking requirements exist, flex the number of required parking spaces to accommodate Level 2 and DCFC EVCS.”

Recommended Model Language

- Electric vehicle charging stations and make-ready parking spaces may be counted toward satisfying minimum off-street parking space requirements.
- A parking space served by electric vehicle supply equipment, or a parking space designated as a future electric vehicle charging space shall count as at least two (2) standard automobile parking spaces, up to a maximum reduction of X% percent of the total required parking.

Car Sharing

EVR (ZP-4A): “Adapt the number of required parking spaces for parking areas with EV car sharing.”

Recommended Model Language

- Electric carshare spaces may count as (*choose either*: one space, two spaces) for minimum parking requirements up to a fixed percentage (X%) of total parking provided that the electric carshare spaces are EVSE spaces.



Definitions

EVR (ZP-3A): “Define transportation electrification technologies (EVs, EVCSs) to be considered.”

The tables below list a range of definitions, as follows:

Recommended Definitions for Zoning (ZP-3A):

- Table 1: Recommended Definitions of Vehicle Types
- Table 3: Recommended Definitions for EV Charging System Technologies
- Table 2: Recommended Definitions for EV Charging Levels

Useful Definitions for Parking (PK-2B):

- Table 4: Optional Definitions for EV Parking Terms
- Table 5: Useful Parking Sign Definitions for EV Parking and Charging

Optional Definitions:

- Table 6: Optional Definitions for Types of Charging Connections
- Table 7: Optional Definitions for EV Related Terms – for educational purposes
- Table 8: Optional Definitions for EV Terms – for educational purposes
- Table 9: Optional Definitions for EV Ecosystem Terms – for educational purposes

In some tables, a right hand column is included with to add supplemental information, intended for *educational purposes* and not required for the EV Readiness Checklist definitions.

Table 1, Table 2, and Table 3 define the terms for Zoning Action ZP-3A. Table 4 and Table 5 provide some useful terms that will help for Parking and Access section related to signage and enforcement (PK-2B). Table 6 explains the various types of charging connections and is provided as optional, but not required terms.

Terms included in Table 7 to Table 9 represent ideas that may apply in the near future. Some communities may be thinking about deploying some of the newer technologies represented, so these terms are included and defined for reference or use at the discretion of each municipality.

Recommended Definitions for ZP-3A

Abbreviation	Recommended Text	Supplemental Information
TYPES OF VEHICLES		
BEV	Battery Electric Vehicle: vehicle that only uses energy stored in rechargeable battery packs onboard the vehicle to propel the vehicle. BEV’s must be plugged into an external electricity source in order to recharge.	Battery Electric Vehicle: Also known as an “All-electric” vehicle (AEV).
EV	Electric Vehicle (EVs): a vehicle that that stores electric energy to be used for propulsion.	Electric Vehicle (EV): EV technically includes Plug-in Electric Vehicles (PEVs) <u>and Hybrid Electric Vehicles (HEVs)</u> , which all use electric power that is stored on board in batteries that



	An electric vehicle (EV) shall be defined as a "motor vehicle," as defined in the Illinois Vehicle Code; and (i) which displays the State of Illinois EV license tag (??); or (ii) any vehicle defined by the air resources board as "off-vehicle charge capable" meaning having the capability to charge a battery from an off-vehicle electric energy source that cannot be connected or coupled to the vehicle in any manner while the vehicle is being driven.	<i>are used to provide or support propulsion. "EV" is commonly used synonymously with Plug-in Electric Vehicle (PEV), and HEVs are not included in the definition of EVs, except where useful to communicate the differences. EVs include e-motorcycles, e-bikes and Neighborhood EVs.</i>
	Non-Electric Vehicle: vehicle that does not meet the definition of Electric Vehicle.	
<u>NEV</u>	Neighborhood Electric Vehicle: vehicle that uses electric power stored on board the vehicle to propel the vehicle and built to have a top speed of 25 miles per hour, and a maximum loaded weight of 3,000 lb.	<i>Depending on the particular laws of the state, NEVs are legally limited to roads with posted speed limits of 35 miles per hour (56 km/h) or less (in some states 45 mph or less).</i>
PEV	Plug-in Electric Vehicles: vehicles that have a conductive plug (or inductive wireless) connection for recharging the vehicle's battery.	Plug-in Electric Vehicles: vehicles including either BEV or PHEV/EREV.
PHEV	Plug-in Hybrid Electric Vehicles: vehicles with an electric motor and an internal combustion engine (gasoline, diesel, or other fuel). PHEVs can be powered with either the electric motor or the gasoline engine.	Plug-in Hybrid Electric Vehicles: <i>PHEVs contain a battery that is able to be charged with an external electric power source to drive the electric motor which powers the vehicle. PHEVs have an internal combustion engines also connected to the drive train, which can power the vehicle when the battery runs low. PHEVs are technically different to EREVs where the ICE only serves as a generator. In common use, the term "PHEV" is often applied to both PHEVs and EREVs. PHEVs commonly use regenerative braking, like HEVs, to improve fuel economy.</i>
Vehicle	Vehicle: vehicle as defined in 625 ILCS 5/1-100 et seq.	

Table 1: Recommended Definitions of Vehicle Types



EV CHARGING EQUIPMENT TERMS		
Abbreviation	Recommended Text	Supplementary Information
CHARGING LEVELS		
Level 1 EV Charging	Level 1 EV Charging: works with 110 to 120 VAC, with a power range from 880 Watts (0.88 kilowatts, kW) to 1,920 kW (1.92 kW) and provides 3 to 6 range miles per hour connected. Level 1 EV chargers are supplied with Alternating Current (AC) and in turn provide AC power to the EV through a standard connector.	<i>For Level 1 EV Charging, AC current from the facility is converted to DC on board the vehicle to charge the battery. In the US, there is one type of standard Level 1 connector, the SAE J1772 connector.</i>
Level 2 EV Charging	Level 2 EV Charging: works with 208 to 240 VAC, meaning the power range is from 3.3 kW to 19.2 kW, and provides 16 to 80 range miles per hour connected. Level 2 EV chargers are supplied with Alternating Current (AC) and in turn provide AC power to the EV through a standard connector.	Level 2 EV Charging: <i>In the US, there are two standard types of Level 2 connectors, the SAE J1772 and Tesla connectors. Level 2 EV chargers are supplied with Alternating Current (AC) from a host site and in turn provide AC power to the EV through a standard connector. The AC current is converted to DC on board the vehicle to charge the battery.</i>
<u>DCFC (Level 3)</u>	Direct Current Fast Charging (DCFC): Devices that provide DC power to Battery Electric Vehicles (BEV) at various amperage levels and voltage levels, most commonly 480 VAC, with power outputs ranging between 25 and 175 kW of power. DCFCs convert Alternating Current (AC) from facility power and output Direct Current (DC) and Volts Direct Current (VDC), which then delivers DC power to the BEV through a standard connector. DCFCs are sometimes referred to as Level 3 EV Chargers.	<i>In the US, there are three types of DCFC connectors: CCS, CHAdeMO and Tesla. Technically within the range of SAE standards, there is an unused Level 3 standard AC charger that works like a Level 1 and Level 2 charger, at higher voltages. However, the market has adopted the term Level 3 to mean DC Fast Charging and so far has not employed the Level 3 AC standard.</i>

Table 2: Recommended Definitions for EV Charging Levels



Abbreviation	Recommended Text	Supplementary Information
CHARGING HARDWARE		
EVCI	Electric Vehicle Charging Infrastructure: "make ready" electrical equipment including panels with circuit breakers, switchboards, transformers, conduit, wiring, junction boxes, conduit hangers and other interconnections necessary and integral to delivery electrical power from a facility for charging electric vehicles.	
<u>EVEMS</u>	Electric Vehicle Energy Management System: technologies that enable the sharing power between EV chargers or EV charging circuits, including panel sharing and circuit sharing. EVEMS can be integral to the EVSE or can be managed at the panel or the facility level.	
	Charging: When the connector from an electric vehicle supply equipment (or standard outlet) is inserted into the electric vehicle inlet, and electrical power is being transferred for the purpose of recharging the batteries on board the electric vehicle.	
	Electric Vehicle Charging Station: equipment designed to safety supply power from a facility or structure to Plugin EVs. EV Charging Stations include hard-wired EV Charging Stations and EV Charging Stations that plug in to standard wall outlets and may also integrate communication, metering, GPS and other features that assist EV drivers and the host facility.	
EVCS	EV Charging System: Electric power supply and management technology that 1) provides and manages power to the EVSEs, including power transformers, switchboards, panels, circuit breakers and interconnecting conduit and wiring, referred to collectively as the Electric Vehicle Charging Infrastructure (EVCI); 2) plus the EVSE(s) and 3) additional technology as may be required such as communication systems, energy management systems (e.g. power sharing) and signal amplification.	
EVSE	Electric Vehicle Supply Equipment: equipment designed to safety supply power from a facility or structure to Plugin EVs. EVSEs include hard-wired EV Charging Stations, EV Charging Stations that plug in to standard wall outlets and portable EV chargers. EVSEs may also integrate communication, metering, GPS, two-way electricity flow management, and other features that assist EV drivers and the host facility.	Electric Vehicle Supply Equipment: <i>EVSEs communicate with EVs to assure safe connectivity, know when a charging event is complete, provide automatic shutoffs in the case of electrical issues (e.g. short circuits). EVSEs can charge a wide variety of PEVs including BEVs and PHEVs/EREVs.</i>

Table 3: Recommended Definitions for EV Charging System Technologies



Useful Definitions for Parking (PK-2B):

Term	Recommended Text
PARKING USE TERMS	
EVSE Private	Electric vehicle charging station - restricted use: An electric vehicle charging station that is (1) privately owned and restricted access (e.g., single-family home, designated employee parking) or (2) publicly owned and restricted (e.g., fleet parking with no access to the general public).
EVSE Public	Electric vehicle charging station - public use: An electric vehicle charging station that is (1) publicly owned and publicly available (e.g., on-street parking and municipally-owned parking facilities) or (2) privately owned and publicly available (e.g., shopping center parking, non-reserved parking in multi-family parking lots).
EV Must be Charging	Electric Vehicle Must be Connected to the Charging Station and Charging - parking space that identifies the use to be exclusively for the parking of an electric vehicle that must be connected and charging.
Time Limits on Charging and Parking	Time Limits are posted on Electric Vehicle Charging Station Spaces. When posted time limit is exceeded, municipality has right to issue citation. This may include towing policies.
Electric-Vehicle-Only Parking	Electric vehicle parking space that identifies the use to be exclusively for the parking of an electric vehicle.
Low Emission Vehicle Parking Only	Require a PEV or low-emission vehicle parking permit. Some jurisdictions allow for hybrid electric vehicle (HEV) and plug in electric vehicle parking, while others also allow for all alternative fuels.

Table 4: Optional Definitions for EV Parking Terms

Term	Recommended Text
USEFUL EV SIGNAGE TERMS Based on the International Zoning Code Section 1002.1, Definitions	
Wayfinding	Wayfinding signs direct drivers to EV Charging Stations and are placed proximal to EV Charging Station locations to effectively guide the motorists to the electric vehicle parking space and/or charging station.
EV Charging Space Sign	Signage required at the site of each publicly accessible EV charging station. EV charging space signs should clearly indicate the rules for the use of the space such as “EV Parking Only” or “EV Parking Only during certain hours” and the enforcement policy and/or reference municipal code should be listed.
Animated Sign	Animated Sign: a sign employing actual motion or the illusion of motion. Animated signs, which are differentiated from changeable signs, are defined and regulated by this code, including the following types: Electrically Activated. Animated signs producing the illusion of motion by means of electronic, electrical or electromechanical input and/or illumination capable of simulating movement through employment of the characteristics of one or both of the classifications noted in Items 1 and 2, as follows:



<p>Changeable Sign</p>	<p>1. Flashing. Animated signs or animated portions of signs where the illumination is characterized by a repetitive cycle in which the period of illumination is either the same as or less than the period of non-illumination. For the purposes of this ordinance, flashing will not be defined as occurring if the cyclical period between on and off phases of illumination exceeds 4 seconds.</p> <p>2. Patterned illusionary movement. Animated signs or animated portions of signs where the illumination is characterized by simulated movement through alternative or sequential activation of various illuminated elements for the purpose of producing repetitive light patterns designed to appear in some form of constant motion.</p> <p>Environmentally Activated – Animated signs or devices motivated by wind, thermal changes, or other environmental inputs</p> <p>Mechanically Activated – Animated signs characterized by repetitive motion and/or rotation activated by a mechanical system powered by electric motors or other mechanically induced means.</p> <p>Changeable Sign. A sign with the capability of content change by means of manual or remote input including signs which are:</p> <ul style="list-style-type: none"> • Electrically activated. Changeable signs where the message copy or content can be changed by means of remote electrically energized on-off switching combinations of alphabetic or pictographic components arranged on a display surface. Illumination may be integral to the components, such as characterized by lamps or other light emitting devices; or it may be from an external light source designed to reflect off the changeable component display. See also: Electronic message sign or center.” • Manually activated. Changeable sign where the message copy or content can be changed manually.
<p>Illuminated Sign</p>	<p>Illuminated Sign. A sign characterized by the use of artificial light, either projecting through the surface(s) (internally illuminated) or reflecting off its surfaces (s) (externally illuminated)</p>
<p>Electronic Message Sign or Center</p>	<p>Electronic Message Sign or Center - An electrically activated changeable sign where the variable message capability can be electronically programmed.</p>
<p>Outdoor Advertising Sign</p>	<p>Outdoor Advertising Sign- A permanent sign, erected, maintained, or used in the outdoor environments for the purpose of the display of commercial or non-commercial messages not appurtenant to the use of, products sold on, or the sale or lease of, the property on which it is displayed.</p>
<p>Electric Vehicle Charging Station Tow-Away sign</p>	<p>Electric Vehicle Charging Station Tow-Away sign explicitly states the conditions under which a vehicle parked in an EV charging Space may be towed at owner’s expense. This generally applies to any vehicle illegally parked (e.g. non-electric vehicle in EV Only Space) and EVs that have stayed beyond posted hours of parking or charging duration. The sign shall be placed immediately adjacent to, and clearly visible from, the charging station stall or space, or at each entrance to an off-street parking facility to inform motorists that their vehicles will be towed away if parked in designated stalls or spaces without being connected for electric charging purposes. The sign shall include the address where the towed vehicle can be reclaimed and the telephone number of the local traffic law enforcement agency. Refer to xxxxxx (<i>cross reference</i>).</p>



ADA for EV Parking Spaces	<p>EV Spaces for ADA Parking- spaces that have been designated as Americans with Disabilities Act (ADA) parking spaces will be van accessible, standard vehicle accessible or ambulatory electric vehicle charging stations accessible and will include the International Symbol of Accessibility for the Handicapped (D9-6) sign, and where applicable, the VAN ACCESSIBLE sub plaque, placed at electric vehicle charging stations. Each electric vehicle charging station designated for Van Accessible, Standard Accessible and Ambulatory electric vehicle charging stations shall be marked with a white, twelve-inch-high EV CHARGING ONLY pavement marking.</p>
EV Parking for Use Last	<p>EV charging parking areas often have only a few EV chargers, and reserving a charging space <i>only</i> for use by a handicapped person with the International Symbol of Accessibility for the Handicapped sign may result in underutilized and idle EV chargers. The “use last” model would requires a reasonable number of EV charging spaces be designed with accessible mobility features but does <u>not</u> require that the charging spaces be reserved <i>exclusively</i> for people with disability placards. ADA does not currently mandate a specific number of ADA spaces for EV charging, but rather encourages a reasonable number to comply with the mobility and communication access requirements of ADA but also allow other EVs to park and charge, with the intention that these drivers would only use these EV chargers if no others were available.</p>

Table 5: Useful Parking Sign Definitions for EV Parking and Charging

Optional Definitions

Abbreviation	Recommended Text	Supplementary Information
CHARGING CONNECTORS		
<u>CCS</u>	Combined Charging System: Standard used globally for combined AC and DC charging.	<i>In North America, the CCS1 is used and is part SAE standards. CCS1 is the connection standard for DC Fast Charging up to 200 kW and in the US also combines the J1772 connector for Level 1 and Level 2 AC charging up to 19.2 kW.</i>
<u>CHAdEMO</u>	CHAdEMO: Japanese automotive (EV) standard for DC Fast Charging up to 200 kW.	<i>CHAdEMO is managed under the Japanese JEVS G105-1993 standard, used with Japanese EVs. CHAdEMO translates from Japanese to English as "Let's have a cup of tea while charging" or "CHArge de MOve" (French).</i>
<u>SAE J1772</u>	SAE J1772: EV charging connector standard developed by the Society for Automotive Engineering (SAE) for the electrical connections between EVSE and Electric Vehicles when charging.	<i>Two SAE standards exist 1) Level 1 and Level 2 "J1772" connectors and 2) Combined Charging System (CCS) connectors for Level 3/DC Fast Charging.</i>

Table 6: Optional Definitions for Types of Charging Connections



Abbreviation	Other Types of EVs Terms
TYPES OF VEHICLES	
AER	All-Electric Range , the range any EV can reach solely using electricity.
AEV	All Electric Vehicle: vehicle that only uses energy stored in rechargeable battery packs onboard the vehicle to propel the vehicle. AEV’s must be plugged into an external electricity source in order to recharge. Also known as an “Battery Electric Vehicle (BEV).
EREV	Extended-Range Electric Vehicle: a vehicle with both an electric motor and an internal combustion engine (using gasoline, diesel, or other fuel). EREVs use a combustion engine as a generator to recharge the battery, with no connection between the engine and the drivetrain. In common use, the term PHEV is often applied to both PHEVs and EREVs.
E-bicycle	E-Bicycle: Bicycle that is electrically powered from an onboard battery and has a plug-in connection to refill the battery.
E-motorcycle	E-Motorcycle or E-scooter: motorcycle or scooter that is electrically powered from an onboard battery and has a plug-in connection to refill the battery.
<u>FCEV</u>	Fuel Cell Electric Vehicle: vehicle that uses an electrochemical reaction with hydrogen and oxygen in air in an onboard fuel cell, which generates power to propel the vehicle's electric motor and drive train. FCEVs have onboard battery packs that uses regenerative braking to store energy, which increases fuel efficiency. The byproducts from these reactions are energy and water.
HEV	Hybrid Electric Vehicle: vehicle that uses a dual system of electric propulsion and an internal combustion engine, but the primary source of energy is derived from fuel that powers an engine (gasoline, diesel, and other fuels) and the electric portion comes from recovering energy which charges an onboard battery during braking. This stored battery power is used to increase the fuel efficiency of the vehicle, such as assisting in acceleration. HEVs do not plug in.
<u>ICE</u>	Internal Combustion Engine: engine powered by combustible fuels (gasoline, diesel, natural gas, propane, biofuels)
ICEV	Internal Combustion Engine Vehicle: vehicle powered by and engine burning combustible fuels (gasoline, diesel, natural gas, propane, biofuels).
LEV	Low Emissions Vehicle: vehicle that reduces the emissions of criteria pollutants (nitrous oxide (NOx), particulate matter) and greenhouse gas (carbon dioxide (CO ₂)) from its tailpipe pollution from its tailpipe compared to other vehicles.
ZEV	Zero Emissions Vehicle: vehicle that does not emit exhaust gas from the onboard source of power (BEV, FCEV).

Table 7: Optional Definitions for EV Related Terms – for educational purposes



Abbreviation	Recommended Text
USEFUL EV/CHARGING TERMS	
AR (AC)	Acceptance Rate for AC charging: the level of power allowed by an EV's On Board Charger when recharging the battery with AC Power from an EVSE.
AR (DC)	Acceptance Rate for DC charging: the level of power allowed by an EV's on board Battery Management System to power the battery with DC power.
RFID	Radio Frequency Identification Device: refers to a wireless system comprised of two components: tags and readers. The reader is a device that has one or more antennas that emit radio waves and receive signals back from the RFID tag.

Abbreviation	Other Useful EV Terms
SUPPORTING TERMS	
BMS	Battery Management System: technology onboard a Battery Electric Vehicle to manage the rate of Direct Current (DC) energy transferred from the source DC Fast Charger into the EV's battery. Battery Management Systems also include Battery Thermal Management Systems which regulates the temperature of the battery.
BTMS	Battery Thermal Management System: On board technology that regulates the temperature of the battery through cooling and heating systems within the battery pack on the vehicle.
EVB	Electric Vehicle Battery, an on-board battery that is used to power the movement of a PEV.
OBC	On Board Charger: device that converts alternating current (AC) power from an EVSE into direct current (DC) to recharge an onboard battery

Table 8: Optional Definitions for EV Terms – for educational purposes



Abbreviation	Recommended Text
CLEAN TRANSPORTATION ECOSYSTEM TERMS	
BE	Beneficial Electrification , application of technologies and processes employing clean energy and clean transportation to reduce electrical costs to consumers while reducing pollution and greenhouse gas emissions. BE includes the integration of EV charging, renewable energy, stationary energy storage, distributed energy generation, two way electricity exchange with grid and other electricity consumers, and smart controls to manage the integration. In Illinois, under the Climate and Equitable Jobs Act ("CEJA"), there are a number of programs defined regarding Beneficial Electrification programs, goals and incentives.
DER	Distributed Energy Resources : the range of decentralized resources that generate and use electric power, including local renewable power generation integrated with EV Charging, energy storage, grid electricity exchange, and integrated smart management of these technologies and resources.
V1G	Vehicle to Grid (1-way) : means EVSE and software systems that manage the flow of electrical current from the EV to the utility grid (one direction).
V2B	Vehicle to Business : means a system that allows Electric Vehicles to communicate and exchange electricity to and from a business in both directions.
V2G	Vehicle to Grid (2-way) : means EVSE and software systems that manage the current flow from the EV to the utility grid in both directions.
V2H	Vehicle to Home : means a system that allows Electric Vehicles to communicate and exchange electricity to and from a residence.
V2X	Vehicle to "X" : a system that allows Electric Vehicles to communicate and exchange electricity to and from a variety of hosts, such as homes (V2H), businesses (V2B), and the Grid (V2G)
VGI	Vehicle to Grid Integration : means the overall combinations of technologies that allow Electric Vehicles to communicate with the power grid and manage the flow of electricity in either direction.
WIRELESS EV CHARGING	
DWPT	Dynamic Wireless Power Transfer : uses the principal of resonant electromagnetic induction to transfer power from a stationary transmitter to a vehicle-mounted receiver while the vehicle is in motion, which in turn charges the vehicle's onboard battery.
SWPT	Static Wireless Power Transfer : uses the principal of resonant electromagnetic induction to transfer power from a stationary transmitter to a vehicle-mounted receiver while the vehicle is stationary, which in turn charges the vehicle's onboard battery.
WPT	Wireless Power Transfer : uses the principal of resonant electromagnetic induction to transfer power from a stationary transmitter to a vehicle-mounted receiver while the vehicle, which in turn charges the vehicle's onboard battery. This technology is used in cell phone chargers and electric toothbrushes.

Table 9: Optional Definitions for EV Ecosystem Terms – for educational purposes

MEMORANDUM

To: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
From: Michael T. Jurusik
Date: August 2, 2023
Re: Review and Approval of Closed Meeting Minutes Content of the Board of Trustees and Committee of the Whole of the President and Board of Trustees for 2023 Half-Year Review

To comply with the review and approval requirement of closed meeting minutes per the Open Meetings Act (5 ILCS 120/), I have prepared the enclosed draft Resolution for your review, consideration and action:

A RESOLUTION APPROVING THE CONTENT OF AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES OF THE BOARD OF TRUSTEES AND THE COMMITTEE OF THE WHOLE OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD (2023 HALF-YEAR REVIEW)

Draft Closed Meeting Minutes for the first half of 2023 will be provided by Deputy Village Clerk Connie Thompkins. The Closed Meeting Minutes have not yet been reviewed and approved by the Village Board. These Minutes were prepared by the Village Clerk's Office and reviewed by Klein, Thorpe and Jenkins, Ltd.

Due to a 2021 amendment to the Open Meetings Act (5 ILCS 120/) ("OMA"), **now public bodies, as well as their boards, committees and commissions, must conduct meetings to review their closed meeting minutes and approve them for content "... every 6 months, or as soon thereafter as is practicable,** taking into account the nature and meeting schedule of the public body. Committees which are ad hoc in nature shall review closed session minutes at the later of: (1) 6 months from the date of the last review of closed session minutes or (2) at the next scheduled meeting of the ad hoc committee...." (emphasis added). See, Section 2.06(d) (Minutes; right to speak) of the OMA, as amended by Public Act 102-653 (approved by Governor JB Pritzker on August 27, 2021, with an effective date of January 1, 2022). **The OMA also requires that a determination be made regarding whether all or portions of such minutes can either be released for public inspection and copying or whether there is a need to retain the confidentiality of such minutes.** Failure of a public body to strictly comply with the periodic review of closed session written minutes will not cause the written minutes or related verbatim record to become public or available for inspection in any judicial proceeding, other than a proceeding involving an alleged violation of this Act, if the public body, within 60 days of discovering its failure to strictly comply with the periodic review requirement, reviews the closed session minutes and makes the required determinations and thereafter reports those determinations in open session. **The OMA also requires that a determination be made regarding whether the public body shall destroy the recordings after the written minutes are approved and the mandatory eighteen (18) month waiting period has expired.**

The enclosed Resolution makes certain determinations about: (1) the approval of the content and the advisability of the release of the minutes based on my own review of the closed meeting minutes; (2) the destruction of certain verbatim recordings of the closed meetings as permitted by the OMA; and (3) the need to maintain the confidentiality of certain verbatim recordings of the closed meetings until such future time as the corporate authorities decide to either release or destroy the recordings in accordance with the OMA.

The OMA provides public bodies (and their boards, committees and commissions) with the option of recessing to a closed meeting, via the appropriate motion, for purposes of discussing the approval of the content of the minutes and making the determination as to whether the minutes, or portions of the minutes, should be released or not. If discussion in closed meeting is desired, then the motion to recess to closed meeting should cite to Section 2(c)(21) of the OMA (5 ILCS 120/2(c)(21)), which still uses the "semi-annual" reference and provides:

(21) Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

NOTE:

The public body does not have to recess to a closed meeting if there is consensus on the determinations set forth in the draft Resolution. In such case, I will make any necessary changes to the draft Resolution, per your direction.

The public body needs to approve the enclosed Resolution (once finalized) as an action item on an Agenda at an open meeting.

As a general practice, I recommend that the recordings be destroyed promptly after the written minutes are approved and the mandatory eighteen (18) month waiting period has expired, as allowed by the OMA, to avoid any potential liability issues for comments that are made during a closed meeting. Section 5.B. of the enclosed draft Resolution is consistent with that recommendation.

If there are any questions, please contact me.

Mike

Enclosures

cc: Tori-Love Garron, Village Clerk (w/ encls.)
Jim Kruschke, Acting Village Manager (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

RESOLUTION NO. R-2023-_____

**A RESOLUTION APPROVING THE CONTENT OF
AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES
OF THE BOARD OF TRUSTEES AND THE COMMITTEE OF THE WHOLE
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD
(2023 HALF-YEAR REVIEW)**

WHEREAS, the Corporate Authorities of the Village of Maywood, Cook County, Illinois (“Corporate Authorities”) have, on occasion, believed it to be necessary to conduct Closed Meetings (also referred to as “Closed Session”) and have entered and conducted such meetings in accordance with the requirements of the Open Meetings Act (5 ILCS 120/) (“OMA”); and

WHEREAS, the minutes of the Closed Meetings have been duly recorded by the Village Clerk pursuant to the requirements of the OMA. In addition, since 2004, as required by the OMA, the Village Clerk has prepared a verbatim record of all Closed Meetings in the form of audio recordings, which recordings are subject to destruction or release for public inspection, as directed by the Corporate Authorities, once the written minutes of the Closed Meetings are prepared and approved by the Corporate Authorities. The recordings are to be destroyed only after the written minutes are approved and the mandatory eighteen (18) month waiting period has expired; and

WHEREAS, the OMA also requires the Corporate Authorities to meet, at least semi-annually, to review the minutes of Closed Meetings in order to approve their content and to determine whether such minutes, or any portions thereof, can be released for public review or remain closed to public review; and

WHEREAS, the Corporate Authorities have reviewed the minutes of all duly recorded Closed Meetings, as identified below, and have made the following determinations about: (1) the approval of the content and the advisability of the release of the Closed Meeting minutes or the retention of such minutes; (2) the destruction of certain verbatim audio recordings of the Closed Meetings as permitted by the OMA; and (3) the need to maintain the confidentiality of certain verbatim audio recordings of the Closed Meetings until such future time as the Corporate Authorities decide to either release or destroy the audio recordings in accordance with the OMA.

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

SECTION 1: Incorporation. Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: Closed Meeting Minutes To be Released for Public Inspection. The content of the following Closed Meeting minutes are approved and may be released for public inspection, except for those parts of the minutes that still need to remain confidential as noted below in Section 3 (Closed Meeting minutes related to Village Board Meetings are listed unless a Committee of the Whole Meeting is designated below):

January 2023:	None
February 2023:	None
March 2023:	None
April 2023:	None
May 2023:	None
June 2023:	None

Copies of the above-referenced Closed Meeting minutes are on file with the Village Clerk's Office.

SECTION 3: Closed Meeting Minutes Retained As Confidential. The content of the following Closed Meeting minutes are approved, but the need for confidentiality still exists as to all or part of these minutes as noted below (The Closed Meeting minutes relate to Village Board Meetings unless a Committee of the Whole Meeting is designated below):

January 2023:	January 10 (Pending Litigation, Purchase or Lease of Real Property by the Village and Setting of Price for Sale or Lease of Village Owned Property)
February 2023:	February 7 (Probable and Imminent Litigation)
March 2023:	March 14 (Pending Litigation, Probable and Imminent Litigation and Purchase or Lease of Real Property by the Village)
April 2023:	April 18 (Pending Litigation and Probable and Imminent Litigation)
May 2023:	May 16 (Pending Litigation and Purchase or Lease of Real Property by the Village and May 30 (Purchase or Lease of Real Property by the Village)
June 2023:	June 20 (Pending Litigation, Probable and Imminent Litigation, Purchase or Lease of Real Property by the Village and Setting of Price for Sale or Lease of Property Owned By the Village)

Copies of the above-referenced Closed Meeting minutes are on file with the Village Clerk's Office.

SECTION 4: Determination Regarding All Other Closed Meeting Minutes. The Corporate Authorities further make the following determination: All other Closed Meeting minutes from prior years and those that have not been included in this Resolution, and their related audio recordings, which have not already been approved for release for public inspection, shall remain confidential and closed from public inspection until, at least, the next periodic review by the Corporate Authorities, or as directed by the Corporate Authorities in accordance with an approved Resolution that supersedes the determinations of the Corporate Authorities as set forth in this Resolution.

SECTION 5: Determinations and Directive Regarding Verbatim Records; Approval of Destruction of Certain Audio Recordings. Beginning January 1, 2004, the Act requires that a verbatim record of all Closed Meetings be kept in the form of an audio or video recording and that such recordings can be destroyed but only after the Corporate Authorities: (a) approve the written meeting minutes for each completed Closed Meeting; and (b) authorize the destruction of such recordings, provided at least eighteen (18) months have passed since the date of the last such approval or authorization. The Village has elected to maintain a verbatim record of all Closed Meetings in the form of audio recordings. The Corporate Authorities make the following determinations and issue the following directives:

- A. In regard to the Closed Meetings where the written minutes have not been prepared at this time, there is still a need for confidential treatment of the audio recordings of those Closed Meetings until such time as the written minutes are prepared and approved by the Corporate Authorities and a final decision is made by the Corporate Authorities as to the destruction of the audio recordings or the release of such audio recordings for public inspection.
- B. Each of the audio recordings of Closed Meetings, which were completed more than eighteen (18) months ago and for which written minutes have been prepared and approved by the Corporate Authorities more than eighteen (18) months ago, shall be destroyed by the Village Clerk on the next business day following the approval date of this Resolution.

SECTION 6: Execution. The Village President is authorized and directed to sign and the Village Clerk is authorized and directed to attest to this Resolution.

SECTION 7: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 8th day of August, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this 8th day of August, 2023.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love 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 THE CONTENT OF
AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES
OF THE BOARD OF TRUSTEES AND THE COMMITTEE OF THE WHOLE
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD
(2023 HALF-YEAR REVIEW)**

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 8th day of August, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 8th day of August, 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 August, 2023.

Tori-Love Garron, Village Clerk

[SEAL]



MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael A. Marrs
DATE: August 2, 2023
RE: Ordinance Amending Section 92.22 (Abatement of Nuisances) of the Maywood Village Code to Reduce the Ten-Day Notice Requirement to a Five-Day Notice

Per the request of Building and Code Director Walter Duncan, we have enclosed the following draft document for your review, consideration and action at an upcoming Combined Committee of the Whole Meeting / Special Village Board Meeting:

AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 92 (HEALTH AND SANITATION; NUISANCES), SECTION 92.22 (ABATEMENT OF PUBLIC NUISANCES) OF THE MAYWOOD VILLAGE CODE

Section 92.22 (Abatement of Nuisances) of the Village of Maywood Code of Ordinances currently requires that a property owner be given ten (10) days following notice of a nuisance to abate a nuisance before the Village takes action to abate the nuisance. The Illinois Municipal Code authorizes local authorities to define, prevent, and abate nuisances (65 ILCS 5/11-60-2). The enclosed Ordinance proposes to amend the provisions of the existing section in the Village Code chapter on abatement of nuisances to change the notice requirement from ten (10) days to five (5) days.

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.

Michael

Enclosure

cc: Tori Love-Garron, Village Clerk (w/ encl.)
James Kruschke, Acting Village Manager (w/ encl.)
Walter Duncan, Director of Code Enforcement (w/ encl.)
Michael T. Jurusik, Village Attorney (w/ encl.)

(additions to existing text marked with underlined text;
deletions to existing text marked using ~~strikethrough~~)

Draft 8.2.2023

ORDINANCE NO. CO-2023-_____

**AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS),
CHAPTER 92 (HEALTH AND SANITATION; NUISANCES)
SECTION 92.22 (ABATEMENT OF PUBLIC NUISANCES) OF THE MAYWOOD VILLAGE CODE**

WHEREAS, the Village of Maywood is a home rule municipality as defined by Article VII (Local Government), Section 6 (Powers of Home Rule Units) of the Illinois Constitution of 1970; and

WHEREAS, the Illinois Municipal Code authorizes local authorities to define, prevent, and abate nuisances (65 ILCS 5/11-60-2); and

WHEREAS, the Village of Maywood has set out its regulations for the abatement of nuisances in Section 92.22 (Abatement of Public Nuisances) of Chapter 92 (Health and Sanitation; Nuisances) of Title IX (General Regulations) of the Maywood Village Code; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to make certain amendments to Chapter 92 (Health and Sanitation; Nuisances) of Title IX (General Regulations) of the Maywood Village Code relating to the notice requirements for the abatement to nuisances, as set forth below (the "Code Amendments"); and

WHEREAS, pursuant to the home rule powers and statutory authority set forth in applicable provisions of the Illinois Compiled Statutes, including 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 of Maywood 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. Subsection (B)(2) of Section 92.22 (Abatement of Nuisances) of Chapter 92 (Health and Sanitation; Nuisances) in Title IX (General Regulations) is amended to read in its entirety as follows (additions to existing text marked with underlined text; deletions to existing text marked using strikethrough):

"92.22 ABATEMENT OF NUISANCES.

(B) The following shall be the procedure for the abatement of nuisances within the jurisdiction of the Village:

(2) *Contents of Notice.* The notice shall state the location and nature of the nuisance. It shall apprise the owner that if the nuisance is not abated within a specified number of days, the Village shall, at the expense of such owner, have such nuisance abated. ~~Ten~~Five days shall be such specified number indicated in the notice, unless otherwise stated in this Code, or the public health and safety require a shorter abatement period. The obligations of the owner are continuing obligations which are effective for one (1) year from the date of the notice, which date shall be the last date the notice was mailed or the date the notice was posted, whichever comes last.”

SECTION 3: Codifier to Make All Necessary Internal Amendments. To the extent necessary, all tables of contents, indexes, headings, text 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 ____ day of _____, 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 ____ day of _____, 2023.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of _____, 2023.

Tori-Love Garron, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love 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 Ordinance now on file in my Office, entitled:

ORDINANCE NO. CO-2023-_____

**AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS),
CHAPTER 92 (HEALTH AND SANITATION; NUISANCES)
SECTION 92.22 (ABATEMENT OF PUBLIC NUISANCES) OF THE MAYWOOD VILLAGE CODE**

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 8th day of August, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 8th day of August, 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.

Tori-Love Garron, Village Clerk

[SEAL]

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael A. Marrs
DATE: August 2, 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

The Village stands ready to close the conveyance of the three Phase I Park Properties pending Park District completion of document review. Once conveyance of the Phase I Park Properties is complete, we will turn our attention to completing the Phase II conveyances in the coming months.

If there are any questions, please contact us.

Michael

cc: Tori Love-Garron, Village Clerk
James Kruschke, Acting Village Manager
Angela Smith, Community Development Director
Michael T. Jurusik, Village Attorney

RESOLUTION NO. R-2023-_____

**A RESOLUTION AUTHORIZING AND CONSENTING TO
A COOK COUNTY CLASS 6(b) PROPERTY TAX RATE INCENTIVE DESIGNATION
FOR THE PROPERTY COMMONLY KNOWN AS 1190 SOUTH MAYWOOD DRIVE
(PIN 15-15-102-035-0000), 900 SOUTH 22ND AVENUE (PIN 15-15-102-013-0000)
AND 900 SOUTH 21ST AVENUE (PIN 15-15-102-015-0000)
(Applicant: WMRE, LLC d/b/a National Cycle, Inc.)**

WHEREAS, the Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for industrial and/or commercial purposes; and

WHEREAS, the Village of Maywood (the “Village”), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to continue to locate and expand in the Village by offering financial incentives in the form of property tax relief; and

WHEREAS, Barry Willey and Gordon Willey are the sole owners of the property located at 2200 South Maywood Drive, Maywood, Illinois (the “Subject Property”). The Willeys operate a business on the Subject Property known as WMRE, LLC (d/b/a National Cycle, Inc.) (“National Cycle”) which is wholly owned by Barry Willey and Gordon Willey (49.5% interest each), and Robert Achille (1%); and

WHEREAS, in 2018, the Village and Cook County approved a Cook County Sustainable Emergency Relief (SER) Class 6(b) Property Tax Incentive Designation for 2200 South Maywood Drive, Maywood, Illinois (PIN: 15-15-102-016-0000), at which National Cycle operated its business for industrial purposes and desired to expand its operations (the “Existing SER Class 6(b) Tax Incentive”). On September 18, 2018, the President and Board of Trustees of the Village passed Resolution No. R-2018-47, which granted approval of the Existing Class 6(b) Tax Incentive; and

WHEREAS, on October 26, 2018, National Cycle acquired additional real estate from the Village for purposes of redeveloping the real estate to renovate its existing building and facilities and to construct a new building to house and operate the expanded business operations. The newly acquired real estate is referred to as the “Subject Property” and consists of the real estate legally described on **Exhibit “A”** attached hereto and made a part hereof. The property index numbers for the Subject Property are 15-15-102-013-0000; 15-15-102-015-0000 (part of) and 15-15-102-035-0000; and

WHEREAS, National Cycle has submitted to the Village a Cook County Class 6(b) Property Tax Incentive Eligibility Application concerning the Subject Property (See **Exhibit “B”** attached hereto and made a part hereof), as well as certain supplemental materials requested by the Village. If approved, the Application will be filed with the Cook County Assessor’s Office; and

WHEREAS, due to the recent increase in Cook County property tax burden that has been shifted to commercial, manufacturing and industrial properties, National Cycle requests that the Village consent to the approval of the Class 6(b) Eligibility Designation in order to assist with and encourage the continued occupancy and use of the Subject Property as a parts manufacturer for the motorcycle and recreational vehicle industries, and the continued operation of such business (the “Business Activities”); and

WHEREAS, pursuant to the Cook County Real Property Classification Ordinance, the Class 6(b) Tax Incentive may be approved by Cook County if the Village adopts a Resolution expressing its support and consent for the approval and its determination that the use of the Subject Property is necessary and beneficial to the local economy; and

WHEREAS, if the Cook County Class 6(b) Tax Designation is approved by the Village and by Cook County, the Subject Property will be assessed at 10% of market value as opposed to 25% of market value for a ten (10) year period, plus 15% of market value in the 11th year and 20% of market value in the 12th year; and

WHEREAS, as a condition of approval of the Cook County Class 6(b) Tax Incentive, National Cycle agrees to continue to occupy and utilize the Subject Property for commercial, manufacturing and industrial purposes, including the continuation of its current Business Activities. National Cycle also agrees to continue to provide employment opportunities to Village residents, including the provision of and/or participation in job training programs and hiring whenever possible, and further agrees to continue to participate in and support Maywood community initiatives and events. National Cycle has signed the attached Acknowledgement, which confirms its agreement to comply with the foregoing commitments in exchange for Village Board approval of the Cook County Class 6(b) Tax Incentive. A copy of the Acknowledgement is attached as **Exhibit "C"** and made a part hereof; and

WHEREAS, at an August 8, 2023, public meeting, the President and Board of Trustees of the Village of Maywood granted preliminary approval of the Cook County Class 6(b) Tax Designation after consideration of comments made by National Cycle, Village staff and the public; and

WHEREAS, the Village President and Board of Trustees desire for National Cycle to continue to conduct its Business Activities on the Subject Property within the Village, and for National Cycle to expand the existing business and manufacturing facility located at the Subject Property and to make related additions of equipment and personnel at the business and manufacturing facility; and

WHEREAS, based on the Cook County Class 6(b) Property Tax Incentive Eligibility Application submitted by National Cycle and other documents received in support of the request for a "Class 6(b) Eligibility Designation" for the Subject Property, the Village President and Board of Trustees of the Village of Maywood make the following findings, determinations and conditions:

- A. National Cycle has operated in the Village for many years, including forty (40) years at its current location in the Village on the Subject Property, and currently employs one hundred thirty (130) full-time and part-time employees at its Village facility on the Subject Property.
- B. The Subject Property is currently used for manufacturing and industrial purposes, but does not qualify as abandoned property under Section 74-62 of the Cook County Code.
- C. National Cycle has been located in its existing facility on the Subject Property for more than fifteen (15) years prior to the date of its Application and approval of this Resolution, as required by the Cook County Code.
- D. National Cycle has submitted evidence of economic hardship supporting a determination that participation in the SER Program is necessary for National Cycle to continue operations at its current location and to maintain its staff, and that without receipt of a Cook County Class 6(b) Property Tax Incentive Designation, National Cycle would not be economically viable, causing the property to be at imminent risk of becoming vacant and unused.

- E. National Cycle has a redevelopment objective of continuing to operate its business on the Subject Property, and growing and expanding its business activities on the Subject Property by completing the construction of a new approximately 28,000 square foot building addition (the “Building Addition”) on the Subject Property, and the associated acquisition, expansion, location and operation of new equipment and the hiring of additional personnel to work within the Building Addition.
- F. With the completion of the Building Addition, National Cycle expects to hire or has hired an additional eight (8) or more full-time and part-time employees who will perform a variety of industrial and manufacturing jobs.
- G. Due to the high real estate property taxes paid on its current property and the anticipated high real estate property taxes that will be assessed on the Building Addition Properties now that the Building Addition has been constructed, National Cycle needs the Cook County Class 6(b) Property Tax Incentive Designation to continue to operate at the Subject Property, and to expand its industrial and manufacturing operations within the approximately 28,000 square foot Building Addition, and to expand its number of employees.
- H. Based on all of the foregoing, the Village President and Board of Trustees find and determine that approving National Cycle’s request for a Cook County Class 6(b) Property Tax Incentive Designation for the Subject Property is warranted because it is necessary for National Cycle to continue its operations on the Subject Property and to maintain its staff, and that without the Designation, National Cycle would not be economically viable at its current location on the Subject Property, which could cause the Property to be in imminent risk of becoming vacant and unused.

; and

WHEREAS, at the August 8, 2023 public meeting, the President and Board of Trustees of the Village of Maywood granted final approval of the Cook County Class 6(b) Tax Designation, subject to the conditions of approval set forth below in Section 3 of this Resolution, after consideration of the request of National Cycle and input by Village staff and the public. The Village Board expressly stated its support for and consent to approve of the Cook County Class 6(b) Eligibility Designation for the Subject Property after finding and determining that the continued commercial and industrial uses of the Subject Property by National Cycle is necessary and beneficial to the local economy, and further finding such support and consent to be in the best interests of the Village and its residents, property owners, businesses and the public.

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

SECTION 1: Incorporation. Each of the Whereas paragraphs listed above are incorporated by reference and made a part of Section 1 of this Resolution.

SECTION 2: Findings and Determination Regarding Eligibility of Subject Property for Cook County Class 6(b) Property Tax Incentive Designation. SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW, the President and Board of Trustees find and determine that it is appropriate to approve a Cook County Class 6(b) Tax Designation for the Subject Property to provide a Cook County Class 6(b) Tax Incentive to National Cycle pursuant to the Cook County Real Property Classification Ordinance, as amended, subject to the conditions set forth in Section 3 below. This approval shall have no effect or impact on the continuation of the Cook County Sustainable Emergency Relief (SER) Class

6(b) Property Tax Incentive Eligibility Designation approved by the Village and Cook County for National Cycle's 2200 South Maywood Drive property (PIN: 15-15-102-016-0000).

SECTION 3: Approval of Cook County Class 6(b) Property Tax Incentive Eligibility Designation With Conditions of Approval. The President and Board of Trustees authorize, support and consent to the Cook County Class 6(b) Property Tax Incentive Eligibility Designation for the Subject Property only for the proposed industrial and manufacturing uses by National Cycle at the Subject Property, which is commonly known as 1190 South Maywood Drive (PIN 15-15-102-035-0000), 900 South 22nd Avenue (PIN 15-15-102-013-0000) and 900 South 21st Avenue (PIN 15-15-102-015-0000), Maywood, Illinois, and legally described in Exhibit "A" attached hereto and made a part hereof, SUBJECT TO:

- A. In exchange for the Village of Maywood granting the local municipal approval of the Cook County Class 6(b) Property Tax Incentive Designation, National Cycle (or its successor in interest) agrees to:
 - a. Occupy and utilize the Subject Property for commercial, manufacturing and industrial purposes, including the continuation of its current Business Activities.
 - b. Provide employment opportunities to Village residents, including provision of and/or participation in job training programs and job advancement programs and hiring whenever possible.
 - c. Hire qualified Village residents whenever possible.
 - d. Participate in and support Maywood community initiatives and events, and Village partnerships that promote the health, welfare and safety of the Village and its residents.
 - e. Participate in an infrastructure partnership that directly impacts the promotion of better infrastructure for residents in Maywood neighborhoods outside of the Madison Street / Washington Street TIF District.
 - f. Provide and/or participate in programs and initiatives that promote business development, economic development and workforce development opportunities within the Village.
 - g. Provide written annual status reports to the Village Board, or additional status reports as requested by the Village Board during the term of the Cook County Class 6(b) Property Tax Incentive Designation, that detail National Cycle's on-going, commercially reasonable efforts and progress in meeting the goals, objectives, commitments and conditions of this Resolution. The reports shall contain illustrative information and data pertaining to the status of National Cycle's on-going, commercially reasonable efforts and progress in meeting the goals and objectives, commitments and conditions of this Resolution; however, National Cycle's proprietary and/or confidential information and data shall not be included in the reports. National Cycle's management team shall appear before and deliver each status report to the Village Board at a public Village Board meeting.
 - h. National Cycle agrees to sign the attached Acknowledgement, which confirms their agreement to comply with the foregoing commitments in exchange for the Village Board approval of the Cook County Class 6(b) Tax Incentive.
 - i. National Cycle agrees to complete, sign and file the Application for the Cook County Class 6(b) Tax Incentive, including the Affidavit regarding compliance with the Cook County Living Wage Ordinance, along with a certified, executed copy of this Resolution and such other documents required by Cook County.

- B. If National Cycle (or its successor in interest) fails to comply with the above conditions, the Village shall file a request with Cook County or any other governmental agency with oversight jurisdiction or shall file an action with the Cook County court system to terminate the Cook County Class 6(b) Property Tax Incentive Eligibility Designation by Cook County, and National Cycle (or its successor in interest) shall not object to the termination request of the Village.

SECTION 4: Findings of Consistency with Village Rehabilitation Plan. The President and Board of Trustees find the redevelopment of the Subject Property to be consistent with the overall plan for rehabilitation of the area surrounding the Subject Property.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED this 8th day of August, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this 8th day of August, 2023.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

**ACKNOWLEDGEMENT BY APPLICANT FOR
COOK COUNTY CLASS 6(b) PROPERTY TAX INCENTIVE**

I, the undersigned Applicant, agree to comply with and fulfill each and every term, condition and obligation set forth above in the Resolution granting a Cook County Class 6(b) Property Tax Incentive Designation for the real estate commonly known as 1190 South Maywood Drive (PIN 15-15-102-035), 900 South 22nd Avenue (PIN 15-15-102-013) and 900 South 21st Avenue (PIN 15-15-102-015) and legally described in **Exhibit "A"** attached to this Resolution, including each of the conditions set forth in Section 3 of the above Resolution.

WMRE, LLC (d/b/a National Cycle, Inc.)

By: _____

Name: Barry Willey

Its: Member / President

Date: _____, 2023

Exhibit "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Parcel 1:

THE SOUTH 50 FEET OF LOT 15 LYING EAST OF A LINE DRAWN 1123.32 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 15 IN THE COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST ½ OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Commonly Known As:

1190 SOUTH MAYWOOD DRIVE, MAYWOOD, ILLINOIS
PIN 15-15-102-035-0000

Parcel 2 and Parcel 3:

PART OF LOT 10 AND LOT 15 IN COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST HALF OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT A IN CUMMINGS & FOREMAN REAL ESTATE CORPORATION SUBDIVISION, RECORDED AS DOCUMENT 9109743, SAID SOUTHWEST CORNER BEING ON THE NORTH LINE OF THE SOUTH 50.00 FEET OF LOT 15 IN SAID COMMISSIONER'S PARTITION ; THENCE NORTH 87 DEGREES 46 MINUTES 25 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 50.00 FEET OF LOT 15 AND LOT 10 IN SAID COMMISSIONER'S PARTITION, 322.73 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT A; THENCE SOUTH 02 DEGREES 37 MINUTES 11 SECONDS EAST ALONG SAID SOUTHERLY EXTENSION OF THE EAST LINE OF LOT A, 20.00 FEET TO NORTH LINE OF THE SOUTH 30 FEET OF LOT 10 IN SAID COMMISSIONER'S PARTITION; THENCE SOUTH 87 DEGREES 46 MINUTES 25 SECONDS WEST, ALONG SAID NORTH LINE, 141.23 FEET; THENCE SOUTH 02 DEGREES 05 MINUTES 44 SECONDS EAST, 30.00 FEET TO THE SOUTH LINE OF SAID LOT 15; THENCE SOUTH 87 DEGREES 46 MINUTES 25 SECONDS WEST, ALONG SAID SOUTH LINE, 181.74 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT A IN CUMMINGS & FORMAN REAL ESTATE CORPORATION SUBDIVISION; THENCE NORTH 02 DEGREES 02 MINUTES 26 SECONDS WEST ALONG SAID SOUTHERLY EXTENSION, 50.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Commonly Known As:

900 SOUTH 22ND AVENUE, MAYWOOD, ILLINOIS
PIN 15-15-102-013-0000

900 SOUTH 21ST AVENUE, MAYWOOD, ILLINOIS
PIN 15-15-102-015-0000 (part of)

Further Described as: A 50-Foot Wide Strip of Land Lying Immediately South of Property Commonly Known as 2200 South Maywood Drive, Maywood, Illinois 60153.

Exhibit "B"

**COOK COUNTY CLASS 6(b)
PROPERTY TAX INCENTIVE ELIGIBILITY APPLICATION**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love 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 AUTHORIZING AND CONSENTING TO
A COOK COUNTY CLASS 6(b) PROPERTY TAX RATE INCENTIVE DESIGNATION
FOR THE PROPERTY COMMONLY KNOWN AS 1190 SOUTH MAYWOOD DRIVE
(PIN 15-15-102-035-0000), 900 SOUTH 22ND AVENUE (PIN 15-15-102-013-0000)
AND 900 SOUTH 21ST AVENUE (PIN 15-15-102-015-0000)
(Applicant: WMRE, LLC d/b/a National Cycle, Inc.)**

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 8th day of August, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 8th day of August, 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 August, 2023.

Tori-Love Garron, Village Clerk

[SEAL]



MEMORANDUM

To: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
From: Michael T. Jurusik
Date: August 2, 2023
Re: Review and Approval of Closed Meeting Minutes Content of the Board of Trustees and Committee of the Whole of the President and Board of Trustees for 2023 Half-Year Review

To comply with the review and approval requirement of closed meeting minutes per the Open Meetings Act (5 ILCS 120/), I have prepared the enclosed draft Resolution for your review, consideration and action:

A RESOLUTION APPROVING THE CONTENT OF AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES OF THE BOARD OF TRUSTEES AND THE COMMITTEE OF THE WHOLE OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD (2023 HALF-YEAR REVIEW)

Draft Closed Meeting Minutes for the first half of 2023 will be provided by Deputy Village Clerk Connie Thompkins. The Closed Meeting Minutes have not yet been reviewed and approved by the Village Board. These Minutes were prepared by the Village Clerk's Office and reviewed by Klein, Thorpe and Jenkins, Ltd.

Due to a 2021 amendment to the Open Meetings Act (5 ILCS 120/) ("OMA"), **now public bodies, as well as their boards, committees and commissions, must conduct meetings to review their closed meeting minutes and approve them for content "... every 6 months, or as soon thereafter as is practicable,** taking into account the nature and meeting schedule of the public body. Committees which are ad hoc in nature shall review closed session minutes at the later of: (1) 6 months from the date of the last review of closed session minutes or (2) at the next scheduled meeting of the ad hoc committee...." (emphasis added). See, Section 2.06(d) (Minutes; right to speak) of the OMA, as amended by Public Act 102-653 (approved by Governor JB Pritzker on August 27, 2021, with an effective date of January 1, 2022). **The OMA also requires that a determination be made regarding whether all or portions of such minutes can either be released for public inspection and copying or whether there is a need to retain the confidentiality of such minutes.** Failure of a public body to strictly comply with the periodic review of closed session written minutes will not cause the written minutes or related verbatim record to become public or available for inspection in any judicial proceeding, other than a proceeding involving an alleged violation of this Act, if the public body, within 60 days of discovering its failure to strictly comply with the periodic review requirement, reviews the closed session minutes and makes the required determinations and thereafter reports those determinations in open session. **The OMA also requires that a determination be made regarding whether the public body shall destroy the recordings after the written minutes are approved and the mandatory eighteen (18) month waiting period has expired.**

The enclosed Resolution makes certain determinations about: (1) the approval of the content and the advisability of the release of the minutes based on my own review of the closed meeting minutes; (2) the destruction of certain verbatim recordings of the closed meetings as permitted by the OMA; and (3) the need to maintain the confidentiality of certain verbatim recordings of the closed meetings until such future time as the corporate authorities decide to either release or destroy the recordings in accordance with the OMA.

The OMA provides public bodies (and their boards, committees and commissions) with the option of recessing to a closed meeting, via the appropriate motion, for purposes of discussing the approval of the content of the minutes and making the determination as to whether the minutes, or portions of the minutes, should be released or not. If discussion in closed meeting is desired, then the motion to recess to closed meeting should cite to Section 2(c)(21) of the OMA (5 ILCS 120/2(c)(21)), which still uses the "semi-annual" reference and provides:

(21) Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

NOTE:

The public body does not have to recess to a closed meeting if there is consensus on the determinations set forth in the draft Resolution. In such case, I will make any necessary changes to the draft Resolution, per your direction.

The public body needs to approve the enclosed Resolution (once finalized) as an action item on an Agenda at an open meeting.

As a general practice, I recommend that the recordings be destroyed promptly after the written minutes are approved and the mandatory eighteen (18) month waiting period has expired, as allowed by the OMA, to avoid any potential liability issues for comments that are made during a closed meeting. Section 5.B. of the enclosed draft Resolution is consistent with that recommendation.

If there are any questions, please contact me.

Mike

Enclosures

cc: Tori-Love Garron, Village Clerk (w/ encls.)
Jim Kruschke, Acting Village Manager (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

RESOLUTION NO. R-2023-_____

**A RESOLUTION APPROVING THE CONTENT OF
AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES
OF THE BOARD OF TRUSTEES AND THE COMMITTEE OF THE WHOLE
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD
(2023 HALF-YEAR REVIEW)**

WHEREAS, the Corporate Authorities of the Village of Maywood, Cook County, Illinois (“Corporate Authorities”) have, on occasion, believed it to be necessary to conduct Closed Meetings (also referred to as “Closed Session”) and have entered and conducted such meetings in accordance with the requirements of the Open Meetings Act (5 ILCS 120/) (“OMA”); and

WHEREAS, the minutes of the Closed Meetings have been duly recorded by the Village Clerk pursuant to the requirements of the OMA. In addition, since 2004, as required by the OMA, the Village Clerk has prepared a verbatim record of all Closed Meetings in the form of audio recordings, which recordings are subject to destruction or release for public inspection, as directed by the Corporate Authorities, once the written minutes of the Closed Meetings are prepared and approved by the Corporate Authorities. The recordings are to be destroyed only after the written minutes are approved and the mandatory eighteen (18) month waiting period has expired; and

WHEREAS, the OMA also requires the Corporate Authorities to meet, at least semi-annually, to review the minutes of Closed Meetings in order to approve their content and to determine whether such minutes, or any portions thereof, can be released for public review or remain closed to public review; and

WHEREAS, the Corporate Authorities have reviewed the minutes of all duly recorded Closed Meetings, as identified below, and have made the following determinations about: (1) the approval of the content and the advisability of the release of the Closed Meeting minutes or the retention of such minutes; (2) the destruction of certain verbatim audio recordings of the Closed Meetings as permitted by the OMA; and (3) the need to maintain the confidentiality of certain verbatim audio recordings of the Closed Meetings until such future time as the Corporate Authorities decide to either release or destroy the audio recordings in accordance with the OMA.

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

SECTION 1: Incorporation. Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: Closed Meeting Minutes To be Released for Public Inspection. The content of the following Closed Meeting minutes are approved and may be released for public inspection, except for those parts of the minutes that still need to remain confidential as noted below in Section 3 (Closed Meeting minutes related to Village Board Meetings are listed unless a Committee of the Whole Meeting is designated below):

January 2023:	None
February 2023:	None
March 2023:	None
April 2023:	None
May 2023:	None
June 2023:	None

Copies of the above-referenced Closed Meeting minutes are on file with the Village Clerk's Office.

SECTION 3: Closed Meeting Minutes Retained As Confidential. The content of the following Closed Meeting minutes are approved, but the need for confidentiality still exists as to all or part of these minutes as noted below (The Closed Meeting minutes relate to Village Board Meetings unless a Committee of the Whole Meeting is designated below):

January 2023:	January 10 (Pending Litigation, Purchase or Lease of Real Property by the Village and Setting of Price for Sale or Lease of Village Owned Property)
February 2023:	February 7 (Probable and Imminent Litigation)
March 2023:	March 14 (Pending Litigation, Probable and Imminent Litigation and Purchase or Lease of Real Property by the Village)
April 2023:	April 18 (Pending Litigation and Probable and Imminent Litigation)
May 2023:	May 16 (Pending Litigation and Purchase or Lease of Real Property by the Village and May 30 (Purchase or Lease of Real Property by the Village)
June 2023:	June 20 (Pending Litigation, Probable and Imminent Litigation, Purchase or Lease of Real Property by the Village and Setting of Price for Sale or Lease of Property Owned By the Village)

Copies of the above-referenced Closed Meeting minutes are on file with the Village Clerk's Office.

SECTION 4: Determination Regarding All Other Closed Meeting Minutes. The Corporate Authorities further make the following determination: All other Closed Meeting minutes from prior years and those that have not been included in this Resolution, and their related audio recordings, which have not already been approved for release for public inspection, shall remain confidential and closed from public inspection until, at least, the next periodic review by the Corporate Authorities, or as directed by the Corporate Authorities in accordance with an approved Resolution that supersedes the determinations of the Corporate Authorities as set forth in this Resolution.

SECTION 5: Determinations and Directive Regarding Verbatim Records; Approval of Destruction of Certain Audio Recordings. Beginning January 1, 2004, the Act requires that a verbatim record of all Closed Meetings be kept in the form of an audio or video recording and that such recordings can be destroyed but only after the Corporate Authorities: (a) approve the written meeting minutes for each completed Closed Meeting; and (b) authorize the destruction of such recordings, provided at least eighteen (18) months have passed since the date of the last such approval or authorization. The Village has elected to maintain a verbatim record of all Closed Meetings in the form of audio recordings. The Corporate Authorities make the following determinations and issue the following directives:

- A. In regard to the Closed Meetings where the written minutes have not been prepared at this time, there is still a need for confidential treatment of the audio recordings of those Closed Meetings until such time as the written minutes are prepared and approved by the Corporate Authorities and a final decision is made by the Corporate Authorities as to the destruction of the audio recordings or the release of such audio recordings for public inspection.
- B. Each of the audio recordings of Closed Meetings, which were completed more than eighteen (18) months ago and for which written minutes have been prepared and approved by the Corporate Authorities more than eighteen (18) months ago, shall be destroyed by the Village Clerk on the next business day following the approval date of this Resolution.

SECTION 6: Execution. The Village President is authorized and directed to sign and the Village Clerk is authorized and directed to attest to this Resolution.

SECTION 7: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 8th day of August, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this 8th day of August, 2023.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love 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 THE CONTENT OF
AND/OR RELEASE OF CERTAIN CLOSED MEETING MINUTES
OF THE BOARD OF TRUSTEES AND THE COMMITTEE OF THE WHOLE
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD
(2023 HALF-YEAR REVIEW)**

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 8th day of August, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 8th day of August, 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 August, 2023.

Tori-Love Garron, Village Clerk

[SEAL]

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: August 2, 2023
RE: Memorandum of Understanding With Participating Regional Fire Departments And Fire Protection Districts Relative to the Joint Regional Grant Application for the 2023 Assistance to Firefighters Grant Program

Per the recommendation of Fire Chief Craig Bronaugh, I have enclosed the following documents for your review, consideration and action at an upcoming Committee of the Whole Meeting and Special Village Board Meeting:

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH PARTICIPATING REGIONAL FIRE DEPARTMENTS AND FIRE PROTECTION DISTRICTS RELATIVE TO THE MULTIPLE FIRE DEPARTMENT JOINT APPLICATION FOR PURCHASE OF NEW PORTABLE RADIOS, with the Memorandum of Understanding (“MOU”) attached to the Resolution as Exhibit “A”

The enclosed draft Resolution authorizes the approval and execution of the MOU between the Maywood Fire Department (“MFD”) and certain participating regional fire departments and fire protection districts (Fire Departments of the Villages of Broadview, Elmwood Park, Maywood, Norwood, River Grove, Rosemont, Schiller Park, Westchester and the Leyden Township Fire Protection District) (collectively “Participating Agencies”) for the submittal of a regional grant application to the Regional 2023 Assistance to Firefighters Grant Program for the procurement, administration and dispersal of any award for portable radios and related equipment in the event of approval, and provision of required cash matches, all of which shall be done through the Participating Agencies’ designated host agency, the Village of Broadview Fire Department (“BFD”).

Key Terms of the Memorandum of Understanding (“MOU”):

- Purpose. The MOU establishes the relationship between the participating agencies and governs the submittal of a joint application by the Participating Agencies to the Regional 2023 Assistance to Firefighters Grant Program (“Joint Application”) and the procurement, administration and dispersal of any award received upon approval of the Joint Application.
- Procedure. The MOU designates the BFD as the host agency for the Participating Agencies relative to the Joint Application. As host agency, the BFD is responsible for the submission of the joint application, procurement and administration of any items approved under the Joint Application, providing reporting requirement deliverables, and coordinating any cooperative equipment trainings as appropriate. The Participating Agencies agree to provide any information the BFD requires to meet its obligations, to accept any award approved and their respective items under such award, to provide the required cash match cost of their requested items as outlined in the

grant application and required by the grant program guidelines, to participate in cooperative trainings on all equipment procured through the grant program as appropriate, to maintain/repair all items awarded to them and to replace equipment which becomes inoperable for a period of three years after official closeout of the grant agreement, and to promptly return any equipment/deliverables received in error.

- Grant Award. Includes a chart which outlines the grant award to each Participating Agency, indicating the amount of each type of radio each Participating Agency will receive and the amount of certain accessories that each Participating Agency will receive.
- Term and Termination. Establishes that the MOU shall be effective as of the date of last signature for a period of five years after official closeout of the grant agreement.
- Guidelines. Establishes that each Participating Agency agrees to adhere to the 2023 Assistance to Firefighters Grant Program guidance and Federal OMB Circular A-133 as applicable.
- Insurance or Self-Insurance. Establishes that each Participating Agency is responsible at its own cost for carrying insurance or self-insuring its activities in connection with the MOU.
- Indemnification. Establishes that each Participating Agency is responsible and separately liable for the actions of their officers, agents and employees in the performance of their obligations under the MOU, and that the Participating Agencies shall indemnify the BFD for issues arising out of their own actions, and vice-versa.

If there are any questions, please contact me.

Mike

Enclosures

cc. Tori-Love Garron, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Craig Bronaugh, Fire Chief (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Michael A. Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2023-___

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A MEMORANDUM OF UNDERSTANDING (MOU) WITH
PARTICIPATING REGIONAL FIRE DEPARTMENTS AND FIRE PROTECTION DISTRICTS
RELATIVE TO THE MULTIPLE FIRE DEPARTMENT JOINT APPLICATION
FOR PURCHASE OF NEW PORTABLE RADIOS**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the “Village Board”), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, based on the recommendation of Fire Chief Craig Bronaugh, the Village Board desires to enter into a Memorandum of Understanding (“MOU”) with certain participating regional fire departments and fire protection districts (Fire Departments of the Villages of Broadview, Elmwood Park, Maywood, Norwood, River Grove, Rosemont, Schiller Park, Westchester and Leyden Township Fire Protection District) (collectively “Participating Agencies”) for the submittal of a regional grant application to the Regional 2023 Assistance to Firefighters Grant Program for the procurement, administration and dispersal of any award for portable radios and related equipment in the event of approval, and provision of required cash matches, all of which shall be done through the Participating Agencies’ designated host agency, the Village of Broadview Fire Department. A copy of the MOU, which contains all of the terms, conditions and obligations that the parties will be responsible for as part of their participation in the MOU, is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached MOU, and find that entering into the MOU is in the best interests of the Village of Maywood, its residents, property owners, business owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, 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: Approval of MOU and Other Related Documents. The President and Board of Trustees of the Village of Maywood authorize and approve the attached MOU (Exhibit “A”) and such other related documents that are necessary for the Village of Maywood to fulfill its obligations under the MOU.

SECTION 3: Execution of the MOU and Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village of Maywood authorize and direct the Village President and Village Clerk, or their designees, to execute the final version of the attached MOU

(**Exhibit "A"**), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver the signed MOU and all other instruments and documents and pay all costs that are necessary to fulfill the Village of Maywood's obligations under the MOU.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village of Maywood direct the Village Clerk's Office, or its designee, to forward a certified copy of this Resolution and a fully executed copy of the MOU to each of the Participating Agencies for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

ADOPTED this 8th day of August, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 8th day of August, 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-Love Garron, Village Clerk

[SEAL]

Exhibit "A"

**2023 ASSISTANCE TO FIRE FIGHTERS GRANT PROGRAM
REGIONAL GRANT APPLICATION
MEMORANDUM OF UNDERSTANDING (MOU)**

(attached)

**2023 ASSISTANCE TO FIRE FIGHTERS GRANT PROGRAM
REGIONAL GRANT APPLICATION
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereafter "participating agencies"):

Village of Broadview Fire Department EIN: 36-6005806
Village of Schiller Park Fire Department EIN: 36-6006096
Village of Elmwood Park Fire Department EIN: 36-6005867
Village of River Grove Fire Department EIN: 36-6006071
Village of Rosemont Fire Department EIN: 36-6009134
Leyden Township Fire Protection EIN: 36-2658076
Village of Westchester Fire Department EIN: 36-6006142
Village of Norwood Park Fire Department EIN: 36-6009291
Village of Maywood Fire Department EIN: 36-6005990

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the Assistance to Firefighters Grant Program (AFG); and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG grant program; and

WHEREAS, the Village of Broadview Fire Department has been selected through this MOU to be the host agency to file a regional AFG grant application (the "Application") on behalf of the participating agencies, and

WHEREAS, the Village of Broadview Fire Department has been selected through this MOU to administer the regional AFG grant program award and agrees to be the host agency responsible for administration of the grant including asset accountability and reporting requirements for those assets acquired under the AFG regional application in the event of approval; and

WHEREAS, the Village of Broadview Fire Department agrees to serve as host agent for the procurement and disbursement of all equipment received under AFG grant program award in the event of approval; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

PURPOSE

This MOU establishes the relationship between the participating agencies for participation in a Regional 2023 Assistance to Firefighters Grant Program (AFG) grant award in the event of approval of the Application.

PROCEDURES

1. The Village of Broadview Fire department will serve as the host agency to submit a regional AFG grant program application and serve as grant administrator for the participating agencies in the event of approval.
2. Pursuant to the AFG program guidelines, all items approved under the Application will be procured and administered through Broadview Fire Department in the event of approval of the Application.
3. Broadview Fire Department agrees, as host agency, to provide accountability for the assets acquired under the regional AFG grant award and provide reporting requirement deliverables. As such, participating agencies agree to provide Broadview Fire Department with this information on a timely basis to remain in compliance with the requirements of the grant.
4. The participating agencies agree to accept the 2023 regional AFG grant program award and accept their respective items as listed in the AFG grant application in the event of approval.
5. The participating agencies agree to provide the required cash match cost of their requested items as detailed in the grant application as required under the regional AFG Grant Program guidelines. The required match shall be paid by the participating agencies upon receipt of an invoice from Broadview Fire Department, in advance of equipment procurement.
6. In the event of a reduced award, the participating agencies agree to accept this reduced amount and provide any required cash match on the total reduced award amount of their approved items.
7. Any expenditure beyond the grant award for an agency's approved item(s) remain the sole responsibility of that agency.
8. The participating agencies agree to allow Broadview Fire Department to procure and distribute their respective assets if awarded under the regional AFG grant program.
9. The participating agencies agree to participate in cooperative training on all equipment procured under this grant award as appropriate. As host agency, training will be coordinated through Broadview Fire Department.
10. The participating agencies agree to maintain/repair all items awarded to them under the Application in accordance with the manufacturer's warranty, and to replace the equipment if it becomes inoperable for a period of three years after official closeout of the grant agreement.
11. The participating agencies agree to promptly provide any additional documentation to Broadview Fire Department as requested, that may be necessary in connection with the grant.

12. Participating agencies agree to promptly return any equipment or deliverables that are received in error to Broadview Fire Department.

13. The grant award to each agency is as follows:

Radios:

Department	APXNEXT XE (Green)	APX8000XE (Green)	APX8500 Dash mount E5	APX8500 Remote Mount E5	APX8500 Dual Head E5
Broadview		28	10		4
Leyden		20	6		
Rosemont	50			16	
Schiller Park		30	4		
Maywood		36	4		
Westchester		21	7		
Elmwood		26	5		
River Grove		6	2		1
Norwood Park		23	18		

Accessories:

Department	XVE500 (ch knob)	XVE500 (no ch knob)	APX8000XE Single unit charger	APX 8000 Multi unit charger	APX 8000 Vehicle charger	APX 8000 Spare battery	APX NEXT Single unit charger	APX NEXT Multi unit charger	APX NEXT Vehicle charger	APX NEXT spare battery
Broadview	10	26		4	12	36				
Leyden	20			3		20				
Rosemont	50						50	12		50
Schiller Park	30		1	1		30				
Maywood		36		3	36	18				
Westchester	7	14		4						
Elmwood	9	17								
River Grove	6			1		6				
Norwood Park		23		3		14				

TERM AND TERMINATION

This MOU shall be effective on the date of last signature of the participating agencies herein and shall continue in full force and effect for a period of five years after official closeout of the grant agreement.

GUIDELINES

In performing its duties, responsibilities and obligations pursuant to this Agreement, each participating agency agrees to adhere to the requirement standards set forth in the AFG grant program guidance and Federal OMB Circular A-133 as applicable.

RECORDS

1. Each participating agency understands that any and all records created as a result of participating in this federal grant program may be subject to the public disclosure pursuant to the Freedom of Information Act (5ILCS 140/) and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.
2. Each participating agency shall maintain its own respective records and documents associated with this MOU sufficient to demonstrate compliance with the terms of this agreement for a period of five years from the close-out date of the agreement, and shall allow Village of Broadview Fire Department and the Department of Homeland Security access to such records upon request.

EXECUTION

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

INSURANCE OR SELF-INSURANCE

Each participating agency, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each participating agency agrees to provide the other forty-five (45) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

INDEPENDENT CONTRACTOR

This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each participating agency is an independent contractor, and each participating agency shall assume responsibility for all personnel costs for its respective employees, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

INDEMNIFICATION

Each participating agency shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under the MOU.

To the extent permitted by law, each participating agency shall indemnify, defend, and hold Village of Broadview Fire Department, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments,

executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of the participating agency or its employees, and the participating agency shall indemnify VILLAGE OF BROADVIEW FIRE DEPARTMENT, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which VILLAGE OF BROADVIEW FIRE DEPARTMENT, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the participating agency or its employees. For purposes of this provision, the participating agency's employees shall not be deemed agents or servants of VILLAGE OF BROADVIEW FIRE DEPARTMENT and VILLAGE OF BROADVIEW FIRE DEPARTMENT's employees shall not be deemed agents or servants of the participating agency.

To the extent permitted by law, VILLAGE OF BROADVIEW FIRE DEPARTMENT shall indemnify, defend, and hold participating agency, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of VILLAGE OF BROADVIEW FIRE DEPARTMENT or its employees and VILLAGE OF BROADVIEW FIRE DEPARTMENT shall indemnify participating agency, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which participating agency, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the VILLAGE OF BROADVIEW FIRE DEPARTMENT or its employees. For purposes of this provision, VILLAGE OF BROADVIEW FIRE DEPARTMENT's employees shall not be deemed agents or servants of participating agency and participating agency's employees shall not be deemed agents or servants of VILLAGE OF BROADVIEW FIRE DEPARTMENT.

GOVERNMENTAL IMMUNITY

Each participating agency is a municipal corporation existing under the laws of the state of Illinois. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a political subdivision of the state of Illinois to be sued by third parties in any matter arising out of this Agreement or any other contract.

NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class, and certified return receipt requested, addressed as follows:

TO: Village of Broadview Fire Department
Fire Chief
2400 S 25th Ave, Broadview, IL 60155

TO: Village of Schiller park Fire Department
Fire Chief
9526 Irving Park Rd, Schiller Park, IL 60176

- TO: Village of Elmwood Park Fire Department
Fire Chief
7 W Conti Pkwy, Elmwood Park, IL 60707
- TO: Village of River Grove Fire Department
Fire Chief
2601 Thatcher Ave, River Grove, IL 60171
- TO: Village of Rosemont Fire Department
Fire Chief
5800 River Rd, Rosemont, IL 60018
- TO: Leyden Township Fire Protection
Fire Chief
2600 Mannheim Rd, Franklin Park, IL 60131
- TO: Village of Westchester Fire Department
Fire Chief
10240 W Roosevelt Rd, Westchester, IL 60154
- TO: Village of Norwood Park Fire Department
Fire Chief
7447 W Lawrence Ave, Harwood Heights, IL 60706
- TO: Village of Maywood Fire Department
Fire Chief
700 Saint Charles Rd, Maywood IL 60153

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered on the date delivered if by personal delivery of overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be if mailed.

MISCELLANEOUS

1. COMPLIANCE WITH LAWS

The participating agencies shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations which may be applicable in performing its duties, responsibilities, and obligations pursuant to this MOU.

2. JOINT PREPARATION

The participating agencies acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3. APPLICABLE LAW AND VENUE

This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Illinois. Venue in any proceeding or action among the parties arising out of this MOU shall be in Cook County, Illinois.

4. INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the participating agencies.

5. ENTIRE AGREEMENT

This MOU contains the entire understanding of the participating agencies relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This MOU may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by the participating agencies. The failure of a participating agency to seek redress for violation of or to insist on strict performance of any of the covenants of this MOU shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and affect.

6. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

7. UNCONTROLLABLE FORCES

Participating agencies shall not be considered to be in default of this MOU if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this MOU and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

8. ASSIGNMENT

Participating agencies shall not assign or transfer its rights, title or interests in the MOU.

9. SIGNATORY AUTHORITY

Each participating agency shall supply VILLAGE OF BROADVIEW FIRE DEPARTMENT with copies of requisite documentation evidencing that the signatory for the participating agency has the authority to enter into this MOU.

10. NO THIRD-PARTY BENEFICIARIES.

The participating agencies expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Illinois to be sued by third parties in any matter arising out of any contract.

11. CAPTIONS

The captions, section designations, section numbers, article numbers, titles and headings appearing in this MOU are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.

12. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.

13. NO GRANT OF AGENCY

Except as the participating agencies may specify in writing, no participating agency shall have authority, expressed or implied, to act on behalf of the other participating agencies in any capacity whatsoever as an agent. No participating agency shall have any authority, express or implied, pursuant to this MOU, to bind the other participating agency to any obligation whatsoever.

IN WITNESS WHEREOF, the participating agencies execute this instrument on the date(s) shown below:

Village of Broadview Fire Department



Authorized Representative

Date: June 12th, 2023

Village of Schiller Park Fire Department

Authorized Representative

Date: June 12th, 2023

Village of Elmwood Park Fire Department

Authorized Representative

Date: June 12th, 2023

Village of River Grove Fire Department

Date: June 12th, 2023

Authorized Representative

Village of Rosemont Fire Department



Authorized Representative

Date: June 12th, 2023

Leyden Township Fire Protection

Authorized Representative

Date: June 12th, 2023

Village of Westchester Fire Department

Authorized Representative

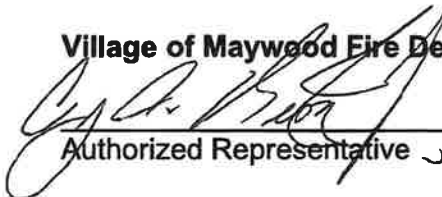
Date: June 12th, 2023

Village of Norwood Park Fire Department

Authorized Representative

Date: June 12th, 2023

Village of Maywood Fire Department



Authorized Representative

Date: June 12th, 2023

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love 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 AUTHORIZING THE APPROVAL AND EXECUTION OF
A MEMORANDUM OF UNDERSTANDING (MOU) WITH
PARTICIPATING REGIONAL FIRE DEPARTMENTS AND FIRE PROTECTION DISTRICTS
RELATIVE TO THE MULTIPLE FIRE DEPARTMENT JOINT APPLICATION
FOR PURCHASE OF NEW PORTABLE RADIOS**

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 8th day of August, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 8th day of August, 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 8th day of August, 2023.

Tori-Love Garron, Village Clerk

[SEAL]

MEMORANDUM

To: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
From: Michael T. Jurusik
Date: August 2, 2023
**Re: 2024 Green Infrastructure Alley Improvements Project -
Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago for the Project -
Professional Services Agreement for Design and Construction Engineering with Hancock Engineering Company for the Project**

Per the request of Village Engineer Bill Peterhansen, I have enclosed the following documents for review, discussion and action during an upcoming Committee of the Whole Meeting / Special Village Board Meeting:

1. A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS (COST SHARING FOR GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT), with the Intergovernmental Agreement attached as Exhibit "A" (the "IGA").
2. RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES FOR THE 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT, AND FOR THE APPROPRIATION AND EXPENDITURE OF MWRDGC FUNDS AND GENERAL FUNDS TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT, with the Professional Services Agreement attached as Exhibit "A" (the "PSA").
3. Memorandum dated July 20, 2023 from Edwin Hancock Engineering Company regarding the Project, with its supporting documents: Updated Application re 2024 Green Infrastructure Alley Improvements dated May 9, 2023 and Project Location Map.

The Project description is set forth in the Village Engineer's Project Memo dated July 20, 2023 (see enclosure). If the Village Board approves the enclosed IGA, the Village Board will also approve the enclosed Professional Services Agreement with Village Engineer Edwin Hancock Engineering Company to perform the engineering services for this Project.

The estimated Project Cost is \$1,116,200.00 with the estimated costs allocated as follows: (a) \$151,200.00 for engineering services and permitting costs; (b) \$945,000.00 for construction costs; and (c) \$20,000.00 for geotechnical and environmental engineering services and testing per the agreements with subconsultants Rubino Engineering, Inc. (geotechnical services at a cost of \$9,800.00), and True North Consultants (environmental engineering services and testing at a cost of \$15,910.00). Under the IGA, the cost sharing allocation for the construction costs of the Project is a 70% (District) / 30% (Village) split. The District agrees to reimburse the Village for seventy percent (70%) of the total construction cost of the Project, but in no event shall that amount exceed \$661,500.00 (the "Maximum Reimbursement Amount"). The Village's 30% share of the estimated Project cost is \$454,700.00, which includes the Preliminary and Design Engineering Services and Construction Engineering Services for the Project. Per the Village Engineer, the Village's 30% share of the Project is to be funded through the Village's General Corporate Funds.

The proposed "green" alley infrastructure installations will provide a total design retention capacity of 116,800 gallons of storm water per rain event. Under the IGA, the Village is responsible for the construction, operation and maintenance of these "green" alleys.

If there are any questions, please contact me.

Mike

Enclosures

cc: Tori-Love Garron, Village Clerk (w/ encls.)
 James Krischke, Acting Village Manager (w/ encls.)
 Lanya Satchell, Finance Director (w/ encls.)
 Angela Smith, Community Development Director (w/encls.)
 Michele Kitch, Business Attraction and Retention Coordinator / CD Department (w/encls.)
 Walter Duncan, Director of Building and Code (w/ encls.)
 Bill Peterhansen, Village Engineer (w/ encls.)
 Michael A. Marrs, Village Attorney (w/ encls.)

1. A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS (COST SHARING FOR GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT), with the Intergovernmental Agreement attached as Exhibit "A" (the "IGA").

RESOLUTION NO. R-2023-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD
AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF
THE 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS

(COST SHARING FOR 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT)**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the “Village Board” or the “Village”), operating as a home rule municipality, desire to approve and enter into an agreement with the Metropolitan Water Reclamation District of Greater Chicago (“District”) entitled “INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS” (the “Grant Agreement” or “IGA”), a copy of which is attached hereto as **Exhibit “A”** and made a part hereof; and

WHEREAS, the Board of Commissioners of the District desire to approve and enter into the attached IGA (**Exhibit “A”**) with the Village; and

WHEREAS, the purpose of the IGA is to share in the cost of the construction of the 2023 Green Infrastructure Alley Improvements (the “Project”) and to define the Village’s and District’s respective obligations regarding the Project. The Project consists of the construction of the following alleys at the following locations within the Village:

- Alley 323 - Alley bounded by Hugh Muir Lane to the north, 7th Avenue to the east, Rice Street to the south, and 8th Avenue to the west;
- Alley 108 - Alley bounded by Superior Street to the north, 8th Avenue to the east, Huron Street to the south, and 9th Avenue to the west;
- Alley 109 – Alley bounded Superior Street to the north, 7th Avenue to the east, Huron Street to the south, and 8th Avenue to the west;
- Alley 110 – Alley bounded Superior Street to the north, 8th Avenue to the east, Huron Street to the south, and 9th Avenue to the west;
- Alley 119 - Alley bounded by Huron Street to the north, 5th Avenue to the east, Erie Street to the south, and 6th Avenue to the west; and

WHEREAS, the proposed “green” alley infrastructure installations will provide a total design retention capacity of **116,800 gallons** of storm water per rain event. Under the IGA, the Village is responsible for the construction, operation and maintenance of these “green” alleys; and

WHEREAS, the Grant Agreement provides for the payment of **\$661,500.00** of Grant Funds to the Village for the construction of the Project; and

WHEREAS, the estimated Project Cost is **\$1,116,200.00** with the estimated costs allocated as follows: (a) **\$151,200.00** for engineering services and permitting costs, (b) **\$945,000.00** for construction costs; and (c) **\$20,000.00** for geotechnical and environmental engineering services and testing per the

agreements with subconsultants Rubino Engineering, Inc. (geotechnical services at a cost of **\$9,800.00**), True North Consultants (environmental engineering services and testing at a cost of **\$15,910.00**). Under the Agreement, the cost sharing allocation for the construction costs of the Project is a 70% (District) / 30% (Village) split. The District agrees to reimburse the Village for seventy percent (70%) of the total construction cost of the Project, but in no event shall that amount exceed **\$661,500.00** (the "Maximum Reimbursement Amount"). The Village's 30% share of the estimated Project cost is **\$454,700.00**. The Village is responsible for all other Project costs that exceed the Maximum Reimbursement Amount. The source of funds to pay for the Village's share of the Project, including the construction, operation and maintenance of alleys, is the Village General Funds or such other eligible, available public funds that the Village appropriates and allocates to the Project. The source of District funds for the construction of the Project is the "MWRDGC Green Infrastructure Grant", the terms and obligations of which are set forth in the Grant Agreement; and

WHEREAS, the Village Board agrees to appropriate and authorize the expenditure of the MWRDGC funds and the Village's General Corporate Funds for the purpose of paying the cost of preliminary and design engineering services and the construction engineering costs for the Project and the construction costs to complete the Project; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached IGA (**Exhibit "A"**) and to approve the expenditure of its General Corporate Funds, or such other eligible, available public funds, to pay for the construction, operation and maintenance of the Project in accordance with the terms of the IGA, pursuant to its home rule powers and contracting authority provided by the applicable provisions of the Illinois Municipal Code, including 65 ILCS 5/11-110 (Flood Control And Drainage), 5/11-124 (Water Supply And Sewage Systems), and 5/11-129 (Waterworks Systems In Municipalities Of Less Than 500,000), the Illinois Environmental Protection Act, 415 ILCS 5, the Illinois Administrative Code and Article VII (Local Government), Section 6 (Powers Of Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution) as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and finds that entering into the IGA is in the best interests of the Village, its residents, business owners, property owners and the public.

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

SECTION 1: 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: Approval and Execution of Intergovernmental Agreement and Other Related Documents. The President and Board of Trustees of the Village of Maywood authorize the approval and execution of an agreement with the Metropolitan Water Reclamation District of Greater Chicago ("District") entitled "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS" (the "IGA"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute the final version of the attached IGA, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and

all other instruments and documents, including the execution of originals or certified copies of all documents, that are necessary to fulfill the Village's obligations under the IGA.

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village approve the expenditure of the Grant Funds and the Village General Corporate Funds to pay for the construction of the Project in accordance with the IGA.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including this Resolution and the IGA, to all parties and agencies that are entitled to receive such documents, as required and directed by MWRD, Cook County or any other governmental oversight regulatory agency, in order to comply with the terms of the IGA and for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED this 8th day of August, 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 8th day of August, 2023.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD
AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF
THE 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS**

(attached)

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND
MAINTENANCE OF THE 2024 GREEN INFRASTRUCTURE ALLEY
IMPROVEMENTS 2 IN MAYWOOD, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago (“MWRDGC”), a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois, and the Village of Maywood (“Village”), a municipal corporation and home rule unit of government organized and existing under Article VII (Local Government), Section 6 (Powers Of Home Rule Units) of the 1970 Constitution of the State of Illinois. ~~Insert description of Local Government Entity~~. Together, the MWRDGC and the Village may be referred to as the “Parties” and each individually as a “Party”.

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; and

WHEREAS, the Act, as amended, declares that stormwater management in Cook County, Illinois is under the general supervision of the MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing the MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County, Illinois; and

WHEREAS, one component of the MWRDGC’s stormwater management program includes green infrastructure, which is defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to sewer systems or to surface waters as set forth at 33 U.S.C. § 1362 (27); and

WHEREAS, the MWRDGC is committed to implementing a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of the consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No.

1:11-cv-08859 (N.D. Ill. 2014), and the MWRDGC's formal commitment in this Agreement is intended to satisfy that obligation; and

WHEREAS, the Village is located within the boundaries of Cook County, Illinois; and

WHEREAS, pursuant to ~~cite to authority~~ the applicable provisions of the Illinois Municipal Code, including 65 ILCS 5/11-110 (Flood Control And Drainage), 5/11-124 (Water Supply And Sewage Systems), and 5/11-129 (Waterworks Systems In Municipalities Of Less Than 500,000), the Illinois Environmental Protection Act, 415 ILCS 5, the Illinois Administrative Code and Article VII (Local Government), Section 6 (Powers Of Home Rule Units) of the 1970 Illinois Constitution, the Village is empowered to construct and maintain green infrastructure and manage water, sewers, and stormwater within its corporate limits; and

WHEREAS, the Village proposes constructing five (5) permeable alleys using permeable pavers in the following locations in Maywood, Illinois, for the public benefit of reducing flooding and providing green infrastructure in the general area ("Public Benefit"): one (1) alley bounded by Hugh Muir Lane to the north, 7th Avenue to the east, Rice Street to the south, and 8th Avenue to the west; three (3) successive alleys bounded by Superior Street to the north, 6th Avenue to the east, Huron Street to the south, and 9th Avenue to the west; and one (1) alley bounded by Huron Street to the north, 5th Avenue to the east, Erie Street to the south, and 6th Avenue to the west; and

WHEREAS, the proposed green infrastructure installations at the above-cited location(s) will further the MWRDGC's goal of informing the public of the value of green infrastructure and will provide the total design retention capacity set forth in Article 2 of this Agreement, which is in addition to any retention capacity that the Village must comply with under local, regional, state, or other regulations for stormwater management; and

WHEREAS, the Village intends to design, construct, operate, maintain, and own the proposed green infrastructure installations; and

WHEREAS, the Village's plans to construct the proposed green infrastructure installations may be accomplished more effectively, economically, and comprehensively with the Village and the MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on June 1, 2023, the MWRDGC's Board of Commissioners authorized the execution of an intergovernmental agreement with the Village; and

WHEREAS, on _____, the [authorizing body] President and Board of Trustees of the Village authorized the execution of an intergovernmental agreement with the MWRDGC; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the MWRDGC and the Village agree as follows:

Article 1. Incorporation of Recitals

The above recitals are incorporated by reference and made a part of this Agreement.

Article 2. Scope of Work

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of permeable alleys ("Project"). These improvements are categorized by the MWRDGC as "green infrastructure".
2. The Village, at its sole cost and expense, will prepare construction drawings, specifications, and details ("Construction Documents") for the Project.
3. The Project will be constructed to maximize the design retention capacity. The green infrastructure components of the Project will be designed to capture a minimum of one hundred sixteen thousand eight hundred (116,800) gallons of stormwater in any given rain event.
4. The Project will realize the Public Benefit of helping to alleviate flooding by, among other things, routing runoff from impervious tributary areas to the green infrastructure installation so as to reduce flooding and ponding located within and around the Project area, as shown in Exhibit 1.

5. Upon execution of this Agreement and until commencement of Project construction, the Village will provide monthly updates to the MWRDGC on (1) the status and progress of Project design and (2) the schedule for Bid Advertisement and Award for the Project.
6. The Village will provide the MWRDGC with a copy of thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents for the MWRDGC's approval as to the Public Benefit. The MWRDGC will review and provide written comments to the Village within thirty (30) calendar days of receipt. The Village will incorporate the MWRDGC's review comments into the Construction Documents. At the sixty percent (60%) completion stage, the Village will include a report of the geotechnical investigation which must include the infiltration rate of the underlying soil and the depth of the seasonably high ground water level at the Project location. At the ninety-eight percent (98%) completion stage, the Village will include a detailed opinion regarding probable cost of construction and will include a breakdown of design, construction, construction engineering, and any other Project-related costs incurred or that the Village expects to incur.
7. Upon award of any Project-related construction contracts, the Village will provide monthly updates to the MWRDGC as to (1) construction progress and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days upon final completion of the Project construction. Also, upon award, the Village will provide the following to the MWRDGC: (1) a copy of its bid advertisement, including all newspaper, on-line, or any other media utilized by the Village; (2) a summary or tabulation of bids received; and (3) a copy of the Village's approval, resolution, or equivalent awarding the contract.
8. After construction, the Village will provide the MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.
9. The MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based upon the MWRDGC's review of the final Construction Documents—including any addenda, change orders, shop drawings, or field changes—it determines that the Project will not provide sufficient design retention capacity and the intended Public Benefit.

10. Although the MWRDGC will reimburse the Village for a portion of the Project, the Village bears sole responsibility for the overall cost, expense, and payment for the Project, which the Village will construct in accordance with the final Construction Documents.
11. To the extent practicable, the Village, its agents, contractors, or employees may elect to use the MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, the MWRDGC will provide biosolids free of charge. The Village may be required to arrange and pay for the transportation necessary to deliver the biosolids to the Project area.
12. The Village will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village will consider and act in general accord with the applicable standards of the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached to this Agreement as Exhibit 2), when advertising and awarding the construction contracts. The Village will also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event will the Village's requirements fall below the MWRDGC's applicable general standards. Although the Village need not include Exhibit 2 as part of its bid documents, the Village is responsible for ensuring that these applicable minimum requirements are met.
13. The Village agrees that the Project is a "Covered Project" as defined in the MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 3). As such, the Village agrees to be obligated as the MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event will the Village's requirements fall below the standards for "Covered Projects" detailed in it. Although Exhibit 3 need not be included as part of the Project's bid documents, the Village is responsible for ensuring that its applicable minimum requirements are met.
14. The Village must comply with the applicable portions of the MWRDGC's Affirmative Action Ordinance and Diversity Policies. Revised Appendix D governs Affirmative Action goal

requirements for subcontracting with Minority and Women Owned Business Enterprises (attached to this Agreement as Exhibit 4). Appendix V governs the diversity policy requirements for subcontracting with Veteran-owned Business Enterprises (attached to this Agreement as Exhibit 5.) Collectively these goals are referred to as “participation goals”.

15. The Village **must** meet the following participation goals applicable to the Project before construction is completed: twenty percent (20%) of the total amount of reimbursement provided by the MWRDGC for the Project must be applied to work performed by Minority-owned Business Enterprises (“MBE”) and/or Women-owned Business Enterprises (“WBE”).
16. The Village **should** meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement provided by the MWRDGC for the Project should be applied to work performed by Veteran-owned Business Enterprises (“VBE”).
17. The determination as to whether the Village has complied with the requirements of this Agreement by attaining the MWRDGC’s participation goals is solely in the MWRDGC’s discretion. If the Village fails to attain each goal as determined by the MWRDGC, the MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to attain the participation goal(s).
18. The Village will provide the MWRDGC access to inspect, with reasonable notice, any records or documentation related to the Village’s compliance with the MWRDGC’s participation goals and requirements.
19. To evidence compliance with the MWRDGC’s participation goals, the Village must submit the following items to the MWRDGC’s Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan for MBE/WBE participation, attached to this Agreement as Exhibit 6 and a completed VBE Commitment Form, attached to this Agreement as Exhibit 7 and (2) a current letter from a certifying agency that verifies as appropriate the MBE/WBE/VBE status of each vendor listed as a subcontractor on the MBE/WBE Utilization Plan and VBE Commitment Form. A certification letter will be deemed current so long as its expiration date is after the date of the Utilization Plan or Commitment Form. Failure to timely submit a Utilization Plan, Commitment Form, or certifying letter may result in a payment delay or denial.

20. Together with each and every reimbursement request, the Village must submit to the MWRDGC the following: (1) a MBE/WBE and VBE Status Report (“Status Report”), attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay or denial.
21. The Village will comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor and are available on the Illinois Department of Labor’s official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change during the construction phase of this Agreement.
22. The Village, at its sole cost and expense, will provide (1) the final design of the Project; (2) land acquisition and remediation, if any; and (3) construction oversight and administrative support for the Project.
23. The Village will submit an Operation and Maintenance Plan (“O&M Plan”) for the MWRDGC’s review and approval. The O&M Plan will be included as part of this Agreement as Exhibit 9. At its sole cost and expense, the Village will operate and maintain the Project in accordance with the O&M Plan.
24. The MWRDGC will reimburse the Village for **seventy and 10/100 percent (70.1%)** (“Maximum Reimbursement Percentage”) of the total construction cost of the Project, but in no event will that amount exceed **Ssix Hundred Sixty-One Thousand Five Hundred and 00/100 dollars (6612,500.00)** (“Maximum Reimbursement Amount”). For purposes of this Agreement, “construction” will mean all work necessary to build the Project as depicted in the Construction Documents. The Village will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. The Village will be solely responsible for change orders, overruns, or any other increases in the cost of the Project. All funding provided by the MWRDGC will be exclusively to reimburse the Village for construction of the Project.
25. The MWRDGC will disburse funds to the Village in accordance with the following schedule:
 - a. ~~Twenty five percent (25%) of the Maximum Reimbursement Amount at receipt of reimbursement request for twenty five percent (25%) completion of construction;~~

~~b.a. Fifty~~~~Twenty~~~~five~~ percent (250%) of the Maximum Reimbursement Amount at receipt of reimbursement request for fifty percent (50%) completion of construction; and
~~e. Twenty five percent (25%) of the Maximum Reimbursement Amount at receipt of reimbursement request for seventy five percent (75%) completion of construction; and~~
~~d.b.~~ Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover the Maximum Reimbursement Percentage of the total construction cost will be paid upon receipt of invoices for final completion and after final inspection by the MWRDGC.

The Village must submit invoices for the representative percentage of construction within thirty (30) calendar days of meeting its respective completion percentage, through ~~fifty~~~~seventy~~~~five~~ percent (750%) completion, and within sixty (60) calendar days of final completion for the final reimbursement cost. However, all invoices must be received no later than December 31, 2024. The MWRDGC will only pay invoices submitted in strict accordance with the foregoing schedule. The MWRDGC may opt not to pay any late reimbursement requests or invoices.

26. The MWRDGC's Maximum Reimbursement Amount under this Agreement is based on the funding amount that the MWRDGC's Board of Commissioners approved and appropriated for the calendar year in which this Agreement is executed. Any additional funding sought from the MWRDGC beyond that which was approved and appropriated for the initial calendar year is subject to the approval of the MWRDGC's Board of Commissioners.
27. The Village is responsible for all other Project costs including engineering, property acquisition, remediation, other design-related costs, construction inspection, and the remainder of the construction cost that is not reimbursed by the MWRDGC.
28. As a condition for reimbursement, the Village must submit copies of construction invoices to the MWRDGC for review along with the respective reimbursement requests.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The Village will obtain all federal, state, county, and local permits required by law for the construction of the Project and will assume any costs in procuring said permits. Additionally, the Village will obtain all consents and approvals required by federal, state, and county regulations for the construction of the Project and will assume any costs incurred in procuring all such consents and approvals.

2. Operation and Maintenance. The Village will obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 6 of this Agreement.

Article 4. Environmental Site Assessment

1. The MWRDGC and the Village agree that an environmental site assessment may be completed at the Project site prior to any work being performed in accordance with this Agreement.
2. The MWRDGC will reimburse the Village for the Maximum Reimbursement Percentage of the total cost of the environmental site assessment, but in no event will that amount exceed ten thousand dollars (\$10,000.00).
3. The Village is responsible for contracting with a company to provide the environmental site assessment. The Village must ensure that the company is properly licensed and insured to perform the necessary work.
4. The Village must provide the invoice for the environmental site assessment within ten (10) calendar days of receipt for reimbursement by the MWRDGC.
5. The funds to be provided by the MWRDGC to the Village for the environmental site assessment will be separate and distinct from the funds to be provided for the Project, as described in Article 2 Paragraph 25 of this Agreement.
6. The Village will provide the MWRDGC with a copy of the environmental site assessment report within ten (10) calendar days of receipt for the MWRDGC's review.
7. If, after review of the environmental site assessment report, it is determined that remediation of the Project site is required, the Village and the MWRDGC will meet to determine if it is appropriate for the Project to proceed. If the MWRDGC decides to proceed with the Project, the Village will be responsible for all Project site remediation which must be performed consistent with all applicable state and federal law. If the Village is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDC.

Article 5. Property Interests

1. If the Project site is located entirely within a right of way, perpetual easement, or on other property represented to be owned solely by and within the Village, prior to execution of this

Agreement, the Village must have an enforceable property interest in the Project site and provide proof of that interest to the MWRDGC. If the Project site is situated entirely in a right of way, perpetual easement, or on other property owned solely by and within the Village, and no proof of dedication, perpetual easement, or ownership is available, the Village may request and submit the form affidavit from the MWRDGC, which must be executed by an authorized officer of the Village. Acceptance of the affidavit is at the MWRDGC's discretion. Exhibit 10 appended to this Agreement contains the executed affidavit or, in the alternative, all relevant documentary evidence of dedication, perpetual easement, or ownership.

2. For all surrounding property impacting or being impacted by the Project, prior to starting construction of the Project, the Village will acquire any temporary or permanent easements, license agreements, or fee simple title necessary for access to the Project site, as well as construction and maintenance of the Project. Any property interests acquired by the Village must be consistent with the MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 6 of this Agreement.
3. Should acquisition of property interests via condemnation be necessary, the Village will incur all associated costs, including purchase price and easement fees, as well as any attorney's fees. When necessary, the Village will be required to provide relocation assistance consistent with the obligations of all applicable state and federal law.
4. If it is determined during the design and/or construction phases of the Project, as performed by the Village, that hazardous substances are located in, on, or under the Project site, the Village must notify the MWRDGC in writing within fourteen (14) calendar days of this information becoming available. Following notification, the Village and the MWRDGC will meet to determine if it is appropriate for the Project to proceed. If the MWRDGC decides to proceed with the Project, the Village will be responsible for all Project site remediation which must be performed consistent with all applicable state and federal law. If the Village is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDC.
5. The Village will record all easements, licenses, or deeds acquired for the Project.
6. The Village will own all the improvements constructed for the Project. Nothing in this Agreement creates an ownership or property interest for the MWRDGC in any part of the Project.

7. The Village may not lease, sell, or transfer the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, to a third-party during the term of the IGA without the MWRDGC's prior written approval. The Village must provide the MWRDGC with at least sixty (60) calendar days' written notice of the date on which it intends to execute a lease, sell, or transfer the property. Failure to comply with this Paragraph of the Agreement during the construction phase of the Project may result in termination by the MWRDGC pursuant to Article 9 of this Agreement and may require the Village to return all or a portion of the funds received from the MWRDGC, at the MWRDGC's sole discretion. Alternatively, failure to comply with this Paragraph during the maintenance phase of the Project may result in the MWRDGC seeking full or partial repayment of funds provided to the Village from the MWRDGC for the Project, at the MWRDGC's sole discretion.

Article 6. Maintenance

1. The Village, at its sole cost and expense, will maintain the Project in accordance with the MWRDGC-approved O&M Plan for at least twenty-five (25) years and must ensure that the Project perpetually provides the intended Public Benefit or that the Village replaces the Project after twenty-five (25) years with improvements that provide equal or greater stormwater benefit to the public.
2. The Village must conduct annual inspections to ensure adequate maintenance of the Project in accordance with the O&M Plan approved by the MWRDGC. The Village will prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended Public Benefit. The annual inspection report must either be stamped by a Professional Engineer licensed by the State of Illinois or signed by the head of the department responsible for maintenance duties. The stamped or signed annual inspection report will be provided to the MWRDGC within thirty (30) calendar days of completion.
3. The MWRDGC will have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of the MWRDGC, the MWRDGC may issue a written notice by certified, registered, or electronic mail to the Village directing the Village to perform such maintenance.

If maintenance has not been accomplished on or before thirty (30) calendar days after such notice, the MWRDGC may cause such maintenance to be performed and the Village will pay the MWRDGC the entire cost that the MWRDGC incurred to perform the required maintenance.

5. In addition to Paragraph 4 of this Article, if the MWRDGC determines that the Village has failed to maintain the Project's improvements to provide the intended Public Benefit, the MWRDGC may require the Village to repay some or all of the funding that the MWRDGC provided under this Agreement. The amount of repayment is at the sole discretion of the MWRDGC. However, this paragraph will not apply if, after twenty-five (25) years, the Village replaces the Project with improvements that are deemed by the MWRDGC to have equal or greater Public Benefit.
6. In performing its obligations under this Article, the Village will comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 5 of this Agreement.

Article 7. Notification

1. Bid Advertisement. The Village will provide the MWRDGC with thirty (30) calendar days' notice prior to Bid Advertisement for the Project.
2. Construction. The Village will provide the MWRDGC with a construction schedule and a minimum of seventy-two (72) hours' notice before the following project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 8. Notification to Residents (Public Outreach)

1. The Village will permanently display signs at location(s) in the vicinity of the Project that are present and visible to the community setting forth the following information: "This project is a joint effort between the Village of Maywood and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management". The signs will be maintained by the Village and will include educational information about the benefits of green infrastructure. The MWRDGC will provide examples of signage used for similar projects upon request.

2. The Village will notify the MWRDGC of its intent to hold any ceremonies, public outreach, or educational events related to the Project (e.g. groundbreakings, ribbon cuttings, open houses, community fairs, etc.) at least two (2) weeks prior to the planned event date. The MWRDGC may provide materials or equipment to be used to assist the Village in disseminating Project-related information at these events.

Article 9. Termination

1. Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 26 of this Agreement, terminate this Agreement as it pertains to the entire Project. The Village will return all Project-related funds received from the MWRDGC no later than fourteen (14) calendar days following its termination of this Agreement.
2. Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 26 of this Agreement, terminate this Agreement as it pertains to the entire Project. The MWRDGC may also terminate this Agreement if: (a) the Village does not award construction of the Project within six (6) months from the date of execution of this Agreement or by October 1, 2024, whichever comes first or (b) the Project is not completed in accordance with the Construction Documents within one (1) year of the Village's initial award of a construction contract related to the Project or by December 1, 2024, whichever comes first. If the MWRDGC elects to terminate this Agreement based upon either (a) or (b) listed above, the Village must return all funds provided by the MWRDGC within fourteen (14) calendar days of termination. In its sole discretion, the MWRDGC may approve an extension for delays outside the Village's control and where the Village has made good faith efforts to advance the Project.
3. If, pursuant to Article 4 and Article 5 of this Agreement, the Village is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDC. The MWRDGC will provide thirty (30) calendar days written notice to the Village of intent to terminate. Any funds received by the Village from the MWRDGC must be returned within thirty (30) calendar days of such termination.
4. If during the term of this Agreement, either Party fails to comply with any of the provisions contained in this Agreement, the other Party may seek to terminate this Agreement upon thirty (30) calendar days' written notice. Upon receiving written notice of desire to terminate, the

Parties will commence discussion regarding conformance with this Agreement. If a resolution is reached, this Agreement will proceed. If no resolution is reached, this Agreement will be deemed terminated. Within thirty (30) calendar days of such termination, all funds received from the MWRDGC will be returned, unless other arrangements are agreed upon in writing.

5. If it is determined that the Village provided false, incorrect, or misleading information regarding the Project or the funding thereof, the MWRDGC may terminate this Agreement and require the Village to return a portion or all of the Project-related funds received from the MWRDGC no later than fourteen (14) calendar days following termination of this Agreement. The determination as to whether the Village has violated this Paragraph of the Agreement, and the amount of funds to be returned, is solely in the MWRDGC's discretion.

Article 10. Effective Date

This Agreement becomes effective on the date that the last signature is affixed to the signature pages.

Article 11. Duration

Subject to the terms and conditions of Article 9 of this Agreement, this Agreement will remain in full force and effect for perpetuity.

Article 12. Non-Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

Article 13. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement will be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted in this Agreement, nor will he or she be held personally liable under any term, provision, or paragraph of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 14. Indemnification

The Village will defend, indemnify, and release from liability the MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Parties") from liabilities of every kind,

including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Parties and arise out of or are in any way related to: (1) design, construction, operation, or maintenance of the Project that is the subject of this Agreement or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

Article 15. Representations of the Village

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation; and
4. The funds allocated by the Village for this Project are separate from and in addition to the funds that the MWRDGC will provide under this Agreement.

Article 16. Representations of the MWRDGC

The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign on behalf of and to bind the MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of its terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRDGC or any

instrument to which the MWRDGC is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation.

Article 17. Disclaimers

This Agreement is not intended, nor will it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement will be construed to establish a contractual relationship between the MWRDGC and any party other than the Village.

Article 18. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver will be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 19. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 20. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary, to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village will provide the MWRDGC with a full-sized copy of "As-Built" drawings for the Project. The drawings will be affixed with the "As-Built" printed mark and must be signed by both the Village resident engineer and the contractor.

Article 21. Compliance with Applicable Laws and Deemed Inclusion of Same

1. The Parties agree to observe and comply with all federal, state, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.
2. The Parties to this Agreement will comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth in this Agreement.
3. The Village agrees that it will ensure that all contractors and subcontractors that perform work on the Project are properly registered to transact business with the Illinois Secretary of State, are properly licensed for the work to be performed, and are properly insured at all times while performing work under this Agreement.

Article 22. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations may be implied that are not expressly set forth in this Agreement.

Article 23. Amendments

This Agreement will not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 24. References to Documents

All references in this Agreement to any exhibit or document will be deemed to include all supplements and authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 25. Judicial and Administrative Remedies

1. The Parties agree that this Agreement and any subsequent amendments will be governed by, and construed and enforced in accordance with the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate court of competent jurisdiction located in Cook County, Illinois.
2. The rights and remedies of the MWRDGC or the Village will be cumulative, and election by the MWRDGC or the Village of any single remedy will not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 26. Notices

1. Unless otherwise stated in this Agreement, all notices given in connection with this Agreement will be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the addresses set forth in Article 27 of this Agreement. All notices will be sent by personal delivery, overnight messenger service, first class registered or certified mail with postage prepaid and return receipt requested, or by electronic mail. A written notice will be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight courier service, on the next business day following deposit with the overnight courier; (c) with respect to notices sent by mail, two (2) calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (d) with respect to notices sent by electronic mail, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. In the heading of all notices, the Parties must identify the Project by stating as follows: "IGA between Village of Maywood and the MWRDGC for the Green Infrastructure Alley Improvements 2 in Maywood".
2. The Parties must address all notices referred to in this Agreement, or that either Party desires to give to the other, as set forth in Article 27 of this Agreement, as applicable, unless otherwise specified and agreed to by the Parties.

Article 27. Representatives

1. Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement.

For the MWRDGC:

Director of Engineering
Metropolitan Water Reclamation District of
Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
Email: oconnorc@mwrdd.org

For the Village:

Acting Village Manager{Insert Title}
Village of Maywood

40 Madison Street
Maywood, Illinois 60153
Phone: (708) 450-6300(XXX) XXX XXXX
Email: —jkrischke@maywood-il.org{Insert
email}

2. Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative’s name, address, telephone number, and electronic mail address.

Article 28. Interpretation and Execution

1. The Parties agree that this Agreement will not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties will execute this Agreement in quadruplicate with original signatures, unless the Parties otherwise agree to execute electronically.

Article 29. Exhibits and Attachments

The following Exhibits are attached and incorporated into this Agreement, with amended versions attached, as applicable:

- Exhibit 1:** Project Vicinity Map and Project Conceptual Drawing
- Exhibit 2:** MWRDGC’s Purchasing Act, 70 ILCS 2605/11.1-11.24
- Exhibit 3:** MWRDGC’s Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) (“MPLA”)
- Exhibit 4:** Affirmative Action Ordinance, Revised Appendix D
- Exhibit 5:** Veteran’s Business Enterprise Contracting Policy, Appendix V

- Exhibit 6:** MBE/WBE Utilization Plan
- Exhibit 7:** VBE Commitment Form
- Exhibit 8:** Affirmative Action Status Report
- Exhibit 9:** Operation and Maintenance Plan, Inspection Log
- Exhibit 10:** Project site property interest documents or Affidavit

The Metropolitan Water Reclamation District of Greater Chicago and Village of Maywood, have executed this Agreement, by their authorized officers, duly attested and their seals affixed, as of the date of the last signature affixed hereto.

VILLAGE OF MAYWOOD

By: _____
Nathaniel George Booker,

Mayor [Name of Authorized Officer and Title]

Date: _____

ATTEST:

Tori-Love Garron, Acting Village Clerk [Name and Title]

Date: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Date

Executive Director

Date

ATTEST:

Clerk

Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Director of Engineering

Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Date

General Counsel

Date

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love 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 AND AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD
AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF
THE 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS**

(COST SHARING FOR GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT)

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 8th day of August, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 8th day of August, 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 August, 2023.

Tori-Love Garron, Village Clerk

[SEAL]

2. RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES FOR THE 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT, AND FOR THE APPROPRIATION AND EXPENDITURE OF MWRDGC FUNDS AND GENERAL FUNDS TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT, with the Professional Services Agreement attached as Exhibit "A" (the "PSA").

RESOLUTION NO. R-2023 - _____

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES FOR THE 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT, AND FOR THE APPROPRIATION AND EXPENDITURE OF MWRDGC FUNDS AND GENERAL FUNDS TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to hire Edwin Hancock Engineering Company (the "Engineer") to perform preliminary and design engineering services and construction engineering services for the "2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT" (the "Project") in accordance with the terms set forth in the "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS" (the "PES Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Project consists of constructing five (5) permeable alleys using permeable pavers in the following locations within the Village, for the public benefit of reducing flooding and providing green infrastructure in the general area ("Public Benefit"):

- A. Alley 323 - Alley bounded by Hugh Muir Lane to the north, 7th Avenue to the east, Rice Street to the south, and 8th Avenue to the west;
- B. Alley 108 - Alley bounded by Superior Street to the north, 8th Avenue to the east, Huron Street to the south, and 9th Avenue to the west;
- C. Alley 109 – Alley bounded Superior Street to the north, 7th Avenue to the east, Huron Street to the south, and 8th Avenue to the west;
- D. Alley 110 – Alley bounded Superior Street to the north, 8th Avenue to the east, Huron Street to the south, and 9th Avenue to the west;
- E. Alley 119 - Alley bounded by Huron Street to the north, 5th Avenue to the east, Erie Street to the south, and 6th Avenue to the west; and

WHEREAS, under Resolution No. R-2023-__ adopted on August 8, 2023, the Village President and Board of Trustees of the Village of Maywood have agreed to accept certain Grant Funds from the Metropolitan Water Reclamation District of Greater Chicago (the "MWRDGC") and entered into an intergovernmental agreement entitled "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS" relative to the receipt and expenditure of the Grant Funds (the "Grant Agreement" or "IGA") for purposes of completing the Project. The Grant Agreement provides for the payment of **\$661,500.00** of Grant Funds to the Village for the construction of the Project; and

WHEREAS, the Village is required to spend the MWRDGC funds on the Project and is obligated to pay the balance of any Project Costs in excess of the MWRDGC funds with the Village's General Corporate Funds; and

WHEREAS, the estimated **Project Cost is \$1,116,200.00**, with the estimated costs allocated as follows: (a) **\$151,200.00** for engineering services and permitting costs; (b) **\$945,000.00** for construction costs; and (c) **\$20,000.00** for geotechnical and environmental engineering services and testing per the agreements with subconsultants Rubino Engineering, Inc. (geotechnical services at a cost of **\$9,800.00**) and True North Consultants (environmental engineering services and testing at a cost of **\$15,910.00**). Under the Agreement, the cost sharing allocation for the construction costs of the Project is a 70% (District) / 30% (Village) split. The District agrees to reimburse the Village for seventy percent (70%) of the total construction cost of the Project, but in no event shall that amount exceed **\$661,500.00** (the "Maximum Reimbursement Amount"). The Village's 30% share of the estimated Project cost is **\$454,700.00**. The Village is responsible for all other Project costs that exceed the Maximum Reimbursement Amount. The source of funds to pay for the Village's share of the Project, including the construction, operation and maintenance of alleys, is the Village General Funds or such other eligible, available public funds that the Village appropriates and allocates to the Project. The source of District funds for the construction of the Project is the "MWRDGC Green Infrastructure Grant", the terms and obligations of which are set forth in the Grant Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of the MWRDGC funds and the Village's General Corporate Funds for the purpose of paying the cost of preliminary and design engineering services and the construction engineering costs for the Project; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached PES Agreement (**Exhibit "A"**) and to approve the expenditure of MWRDGC funds and the General Corporate Funds for the eligible costs associated with the Project pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Section 6 (Powers of Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including 65 ILCS 5/8-1-7, and finds that entering into the PES Agreement is in the best interests of the Village, its residents, business owners, property owners and the public.

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

SECTION 1: 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: Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village Maywood authorize the approval and execution of the attached PES Agreement (**Exhibit "A"**) to be entered into with the Engineer for the purpose of authorizing the Engineer to perform the Preliminary and Design Engineering Services and the Construction Engineering Services for the Project. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute the final version of the attached PES Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents, including the execution of originals or certified copies of all documents, that are necessary to fulfill the Village's obligations under the PES Agreement.

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village approve the expenditure of the Grant Funds and the Village General Corporate Funds to pay for the professional engineering services to be performed by the Engineer under the PES Agreement in regard to the Project.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including this Resolution and the PES Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by the MWRDGC, Cook County or any other governmental oversight regulatory agency, in order to comply with the terms of the PES Agreement and for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED this ____ day of August, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 8th day of August, 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-Love Garron, Village Clerk

Exhibit "A"

**AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY
FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
FOR THE 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS**

(attached)

AGREEMENT

between the

VILLAGE OF MAYWOOD

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF
PROFESSIONAL ENGINEERING SERVICES

for the

2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS

in

MAYWOOD, ILLINOIS

July 2023

AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS
in
MAYWOOD, ILLINOIS

THIS Agreement, made and entered into between the Village of Maywood, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary to provide the engineering services required for the 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS, hereinafter referred to as "PROJECT", which will generally include alley reconstruction and drainage improvements to the following alleys, in the Village of Maywood, Cook County, Illinois:

- Alley 108 – Alley bounded by 8th Ave., 9th Ave., Huron St., and Superior St.
- Alley 109 – Alley bounded by 7th Ave., 8th Ave., Huron St., and Superior St.
- Alley 110 – Alley bounded by 6th Ave., 7th Ave., Huron St. and Superior St.
- Alley 119 – Alley bounded by 5th Ave., 6th Ave., Erie St., and Huron St.
- Alley 323 – Alley bounded by 7th Ave., 8th Ave., Rice St. and Hugh Muir Ln.

The scope of construction will include the removal of the existing stone alley, portions of the concrete curb and gutter, sidewalk, and driveway, excavation of existing alley base, installation of concrete alley pavement, drywells, permeable brick pavers, and other related work thereto.

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

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

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

A. THE ENGINEER AGREES:

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

- e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
 - f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - g. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - h. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
 - i. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
 - j. Performing final inspection of all improvements.
 - k. Preparing Record Drawings, and submitting said drawings in accordance with permitting authority's requirements.
- III. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the following services:
- a. Proportioning and testing of Portland Cement Concrete and Hot-Mix Asphalt mixtures in accordance with project specifications.
 - b. All compaction or density tests as required by the specifications.
 - c. Performance of Geotechnical Engineering – Work includes soil borings and infiltration testing, preparing soils profiles and analysis thereof as may be required to furnish sufficient data for the design of the proposed improvement, in accordance with the current requirements of MWRDGC.
 - d. Performance of Environmental Engineering – Work includes Clean Construction Demolition and Debris (CCDD) soil sampling, CCDD discrete soil analysis, delineation of specially managed soil limits (if necessary), LPC 663 Soil Certification, and analysis thereof as may be required to furnish sufficient data for the design of the proposed improvement, in accordance with the current requirements of MWRDGC.
- IV. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon

between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES:

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
 - a. **To pay the Engineer as compensation for all Design Engineering services performed as stipulated in above Section A.I a Lump Sum Fee of Sixty-Nine Thousand dollars (\$69,000.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The DESIGN ENGINEERING FEE is based upon the scope of work as listed in Section A.I., and itemized in Attachment C.
 - b. **To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.II at the hourly rates as found in Attachment "A" not to exceed Eighty-Two Thousand dollars (\$82,000.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The CONSTRUCTION ENGINEERING not to exceed amount is based upon the scope of work as listed in Section A.II.

The hourly rates for each classification of personnel are based upon the background of experience and the current salary of the personnel being assigned to a project. In the billing process the hourly invoicing rate of the personnel assigned to the PROJECT will be consistent with the Schedule of Hourly Rates as indicated in Attachment "A".

- c. To pay for the subletted services as stipulated in above Section A.III at the actual cost to the ENGINEER; "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.III are not

included within the Design or Construction Engineering fees, and must be agreed upon in writing in advance of the work.

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

C. IT IS MUTUALLY AGREED;

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

- III. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.

- IV. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.

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

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

Executed by the VILLAGE, this

_____ day of _____, 2023

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

By _____
Nathaniel George Booker, Mayor

ATTEST:

By _____
Tori Love Garron, Acting Village Clerk

(SEAL)



Executed by the ENGINEER, this

_____ day of _____, 2023

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

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

(SEAL)

ATTACHMENT A

2023 SCHEDULE OF HOURLY RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
ENGINEER – VI	\$152.00
ENGINEER – V	\$142.00
ENGINEER – IV	\$132.00
ENGINEER – III	\$124.00
ENGINEER – II	\$114.00
ENGINEER – I	\$102.00
ENGINEERING TECHNICIAN – V	\$131.00
ENGINEERING TECHNICIAN – IV	\$121.00
ENGINEERING TECHNICIAN – III	\$89.00
ENGINEERING TECHNICIAN – II	\$70.00
ENGINEERING TECHNICIAN - I	\$45.00
CAD MANAGER	\$125.00
CAD - II	\$105.00
CAD – I	\$90.00
ADMINISTRATIVE	\$65.00

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

ATTACHMENT B

GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

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

a. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

b. **Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

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

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

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

d. **Other Insurance Provisions**

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

- (1) General Liability and Automobile Liability Coverages

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

(2) All Coverages

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

e. **Acceptability of Insurers**

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

f. **Verification of Coverage**

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

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

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

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

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

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

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

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

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

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

B. CERTIFICATION OF ENGINEER

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

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

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

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

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

ATTACHMENT C

Design Engineering Fee

Preliminary Engineering	\$3,000.00
Topographic Survey	\$11,000.00
CADD Drafting	\$8,000.00
Utility Coordination	\$1,500.00
Plans	\$19,000.00
Drainage Calculations	\$7,000.00
Specifications	\$8,500.00
MWRD Permitting	\$7,000.00
Bid Engineering	\$1,000.00
Project Administration	<u>\$3,000.00</u>
Total Design Engineering Fee	\$69,000.00

Construction Engineering Fee

Pre-Construction Activities	\$4,000.00
Resident Notification	\$1,000.00
Line and Grade Staking	\$9,500.00
Construction Observation	\$46,000.00
Documentation	\$10,500.00
Grant and Project Administration	\$7,000.00
Project Close-Out	\$4,000.00
Total Construction Engineering Fee	\$82,000.00

Estimated Sub-Consultant Fees

Geotechnical Engineering	\$ 9,800.00
Environmental Engineering	\$16,410.00*
QA Materials Testing	<u>\$ 2,500.00</u>
	\$ 28,710.00**

*This item is eligible for 70% participation by MWRD up to a maximum of \$10,000.

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



July 14, 2023

To: William Peterhansen, P.E.
Edwin Hancock Engineering Co.
9933 Roosevelt Road
Westchester, Illinois 60154
P: 708.865.0300

Re: Proposal - Geotechnical Exploration
Proposed 2023 Green Infrastructure
Alley Improvements Project
Village of Maywood, Illinois

Proposal No. Q23.351g_REV1

Via email: bpeterhansen@ehancock.com

Dear Mr. Peterhansen,

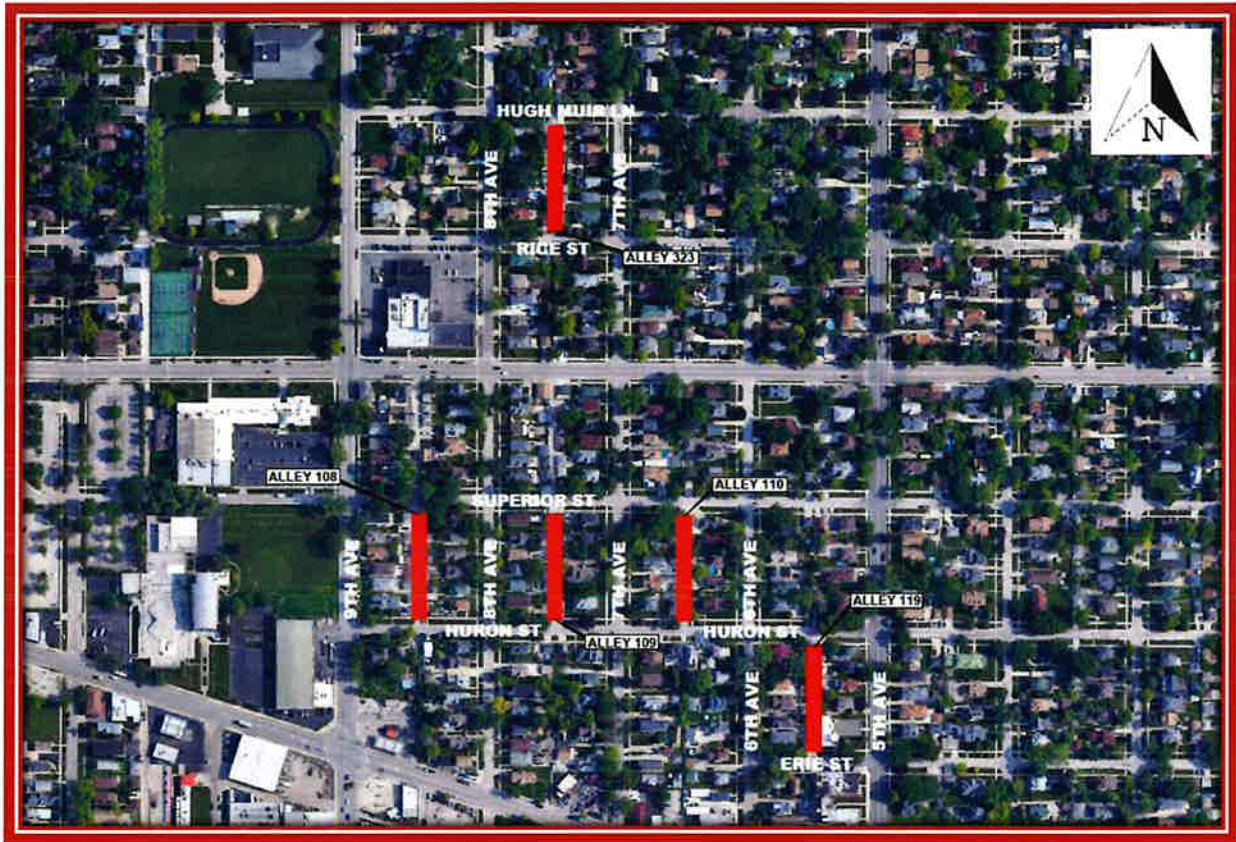
Rubino Engineering, Inc. (Rubino) is pleased to submit the following revised proposal to provide geotechnical engineering services for the above referenced project. Rubino received an initial request for proposal from William Peterhansen, P.E. of Edwin Hancock Engineering Co. via email on July 10, 2023. Subsequently, Rubino received an email from William Peterhansen on July 13, 2023 with a request to limit the scope of work to geotechnical and infiltration testing (no CCDD).

PROJECT UNDERSTANDING

Rubino understands that Edwin Hancock Engineering Co. is planning to aid in the design for the 2023 MWRD Green Infrastructure Partnership Opportunity Program in the Village of Maywood, Illinois. The project sites include five alleys in a residential area. Per Google Earth Pro imagery, the alleys appear to be covered by surface aggregate (no pavement). Edwin Hancock Engineering Co. has requested that Rubino provide a total of five soil borings, five infiltration tests (one in each alley) and a seasonal high groundwater table per MWRD requirements.

Information received:

- RFP email from William Peterhansen, P.E. of Edwin Hancock Engineering Co. on July 10, 2023.
- 01_Location Map – 2023 MWRD Green Infrastructure Partnership Opportunity Program Village of Maywood, prepared by Edwin Hancock Engineering, received on July 10, 2023
(see image on the following page)



Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

Client Notification Needed prior to mobilization	Please notify Rubino if this is needed upon project authorization
Field Equipment / Soil Sampling Method Proposed	Track-mounted Geoprobe Drill Rig Water level indicator
Traffic Control Needs	Cones and signage, flaggers not anticipated
Boring Location Plan	See below aerial / KMZ
Soil Sampling	SPT – 2 ½ ft to 10 feet
Backfill Needs	Cuttings, excess spoils remain on site
Patching	Cold Patch
Site Protection or Restoration included	None
Groundwater Readings	During drilling and upon auger removal
Additional Sampling needed	Extra Sampling for Atterberg + Hydrometer
Additional Testing	Infiltration Testing

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed improvement/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	NUMBER OF INFILTRATIONS	DEPTH (FEET BEG*)	LOCATIONS
5	---	10	Alleys 323, 108, 109, 100 & 119
---	5	2**	
		50	Total Linear Feet

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access

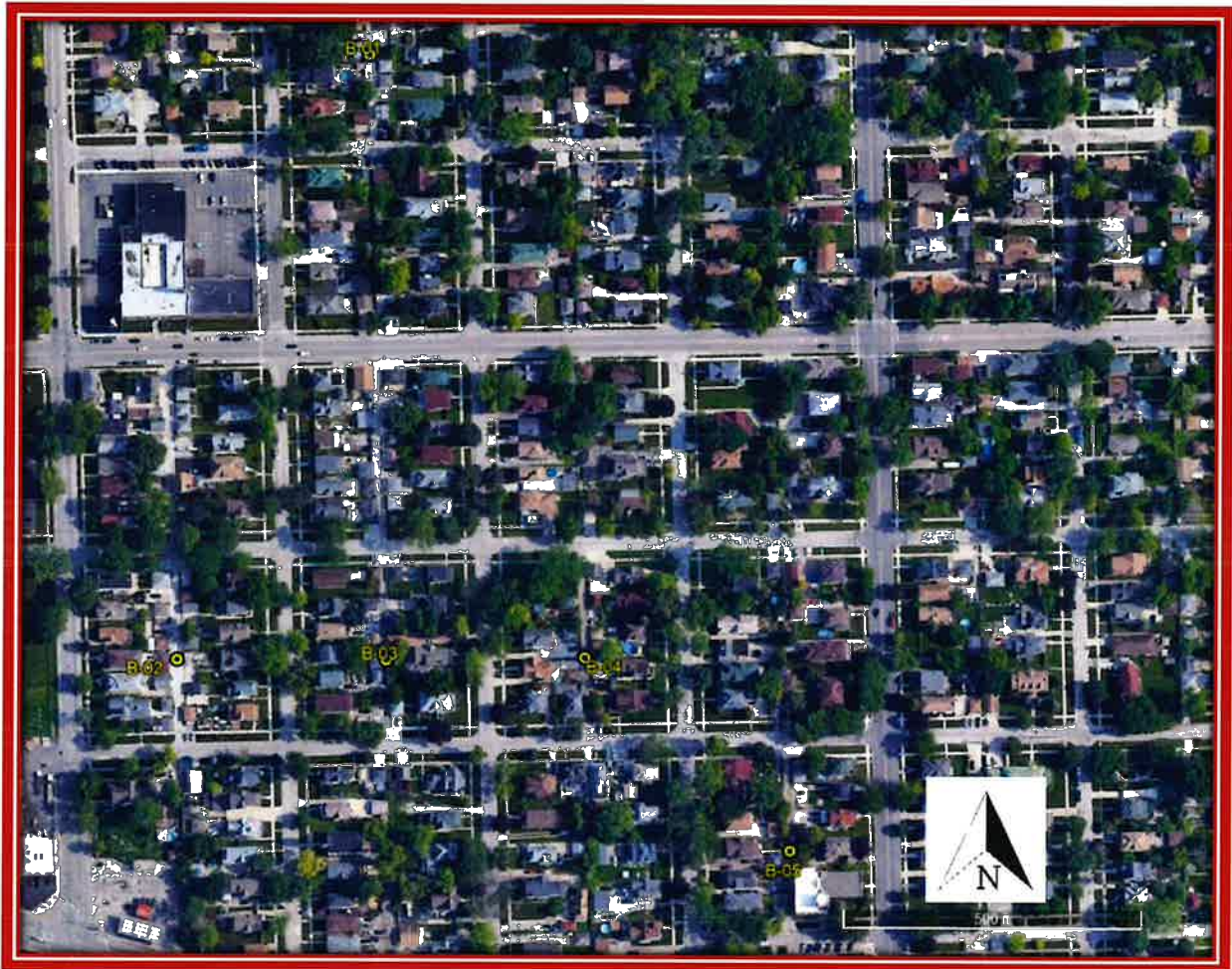
Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

Traffic Control

Traffic control will consist of cones and truck lighting, as determined to be needed at the time of drilling. Rubino does not anticipate the need for additional traffic control, if the boring locations change flaggers can be provided for an additional fee.

Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the client review the proposed boring locations and adjust them as necessary. In addition, Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 10 feet.

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 6.
- Granular soils with an N-value less than 10.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above

Infiltration Testing

Rubino has been requested to perform infiltration testing within the alleys. Rubino proposes a total of five tests, one in each alley adjacent to the boring locations. Rubino intends to perform a field “falling head” test within PVC casing placed into a borehole at a specified depth at each location. Rubino will perform the testing in general accordance with ASTM D6391.

Based on preliminary findings from field investigation or based on the requested depths, Rubino may implement a different testing method to estimate soil infiltration rate.

Infiltration testing is a day-long test and is planned to be performed in an area that does not need traffic control.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material and/or asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils’ index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	2	Split spoon, bulk, or Shelby Tube
Hydrometer	5	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	20	Cohesive Samples
Organic Content	3	Split spoon, bulk, or Shelby Tube

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
 - *Infiltration Readings*
- *Geotechnical recommendations pertaining to:*
 - *Subgrade preparation*
 - *Subgrade Stability*
 - *Estimated IBV value at each boring location*
 - *Seasonal High Groundwater estimate*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Edwin Hancock Engineering Co.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10 – 15
Field work including site layout and drilling	5
Laboratory Testing	10 – 12
Preparation of the Geotechnical Report	10
CCDD Field and Reporting	15 - 20

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Subsurface Exploration	Boring Layout / Utility / PM	\$ 600.00	Lump sum
	Drill Rig Mobilization and Drilling	\$ 4,200.00	Lump sum
Lab	Geotechnical Lab Tests as described above	\$ 1,000.00	Lump sum
Infiltration	Infiltration Testing	\$ 2,500.00	Lump sum
Reporting	Preparation of the Geotechnical Report	\$ 1,500.00	Lump sum
		\$9,800.00	Grand Total

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

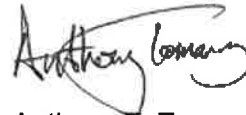
Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



Anthony T. Tomaras
Project Manager

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments: Proposal Acceptance and Data Sheet
Schedule of Services and Fees
General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____, 202 __.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
2023 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	135.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	105.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
Hourly Rate Drilling	Per Hour	\$	475.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	7.00
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	95.00
Density Determination	Each	\$	15.00
Specific Gravity Determination	Each	\$	65.00
Organic Content Determination Test (loss on ignition)	Each	\$	15.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00
Triaxial Testing (TXC-CIU) 3-Point Envelope	Each	\$	1,300.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 9/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger PHONE (A/C No. Ext): 630 625-5219 FAX (A/C No.): 610 537-4939 E-MAIL ADDRESS: AECertificates@usi.com
	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056 INSURER B: Berkeley Insurance Company NAIC # 32603 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSP. LTR	TYPE OF INSURANCE	ADDL. BUS. INSR. (AVD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PSB0003777	09/01/2022	09/01/2023	EACH OCCURRENCE ≤ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) ≤ 1,000,000 MED EXP (Any one person) ≤ 10,000 PERSONAL & ADV INJURY ≤ 1,000,000 GENERAL AGGREGATE ≤ 2,000,000 PRODUCTS - COMP/OP AGG ≤ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSA0001861	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Per accident) ≤ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED: RETENTION \$:		PSE0002142	09/01/2022	09/01/2023	EACH OCCURRENCE ≤ 5,000,000 AGGREGATE ≤ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	PSW0002789	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PEP <input type="checkbox"/> OTH E.L. EACH ACCIDENT ≤ 1,000,000 E.L. DISEASE - EA EMPLOYEE ≤ 1,000,000 E.L. DISEASE - POLICY LIMIT ≤ 1,000,000
B	Professional Liability		AEC905800703	09/01/2022	09/01/2023	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.
 Some or all officers are excluded from Workers Compensation coverage.

Contractors Pollution Liability Coverage:
 Insurance Carrier - Capitol Specialty Insurance Corporation (NAIC #10328)
 (See Attached Descriptions)

CERTIFICATE HOLDER Rubino Engineering, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants.

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, or any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

1000 East Warrenville Road, Suite 140
Naperville, Illinois 60563
Phone 630-717-2880
Fax 630-689-5881
mkupczyk@consultruenorth.com

DATE:	5/12/2023
Proposal #	PI23-464A (Vulcan)
Customer ID	HANC
Valid Until:	6/26/2023

CLIENT
Bill Peterhansen, P.E., CFM
Edwin Hancock Engineering Co
9933 Roosevelt Road
Westchester, Illinois
708 865 0300
bpeterhansen@ehancock.com

PROJECT
Soil Management Consulting
Maywood 2023 Alleys
Alleys 108, 109, 110, 119, and 323
Maywood, Illinois

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
CCDD Investigation				
Associate Consultant - Field Labor (est.)	8	HR	\$ 95.00	\$ 760.00
Soil Sampling Equipment, Materials and Vehicle	1	LS	\$ 300.00	\$ 300.00
CCDD Discrete Soil Analytical				
Alley 108				
BETX	2	EA	\$ 65.00	\$ 130.00
PNAs	2	EA	\$ 125.00	\$ 250.00
RCRA Metals	2	EA	\$ 85.00	\$ 170.00
pH	2	EA	\$ 15.00	\$ 30.00
TCLP Extraction	2	EA	\$ 65.00	\$ 130.00
TCLP (one metal)(est)(if necessary)	2	EA	\$ 14.00	\$ 28.00
Alley 109				
BETX	2	EA	\$ 65.00	\$ 130.00
PNAs	2	EA	\$ 125.00	\$ 250.00
RCRA Metals	2	EA	\$ 85.00	\$ 170.00
pH	2	EA	\$ 15.00	\$ 30.00
TCLP Extraction	2	EA	\$ 65.00	\$ 130.00
TCLP (one metal)(est)(if necessary)	2	EA	\$ 14.00	\$ 28.00
Alley 110				
BETX	2	EA	\$ 65.00	\$ 130.00
PNAs	2	EA	\$ 125.00	\$ 250.00
RCRA Metals	2	EA	\$ 85.00	\$ 170.00
pH	2	EA	\$ 15.00	\$ 30.00
TCLP Extraction	2	EA	\$ 65.00	\$ 130.00
TCLP (one metal)(est)(if necessary)	2	EA	\$ 14.00	\$ 28.00
Alley 119				
BETX	2	EA	\$ 65.00	\$ 130.00
PNAs	2	EA	\$ 125.00	\$ 250.00
RCRA Metals	2	EA	\$ 85.00	\$ 170.00
pH	2	EA	\$ 15.00	\$ 30.00
TCLP Extraction	2	EA	\$ 65.00	\$ 130.00
TCLP (one metal)(est)(if necessary)	2	EA	\$ 14.00	\$ 28.00
Alley 323				
BETX	2	EA	\$ 65.00	\$ 130.00
PNAs	2	EA	\$ 125.00	\$ 250.00
RCRA Metals	2	EA	\$ 85.00	\$ 170.00
pH	2	EA	\$ 15.00	\$ 30.00
TCLP Extraction	2	EA	\$ 65.00	\$ 130.00
TCLP (one metal)(est)(if necessary)	2	EA	\$ 14.00	\$ 28.00
Waste Characterization Analysis (if necessary)	1	EA	\$ 1,200.00	TBD
RCRA Green Sheet for Subtitle D Facilities				
Waste Profile Preparation (est)(if requested)	1	HR	\$ 135.00	TBD
Principal Consultant - Project Management (est)	1	HR	\$ 150.00	\$ 150.00
PIP Evaluation	1	LS	\$ 500.00	\$ 500.00
LPC #663 Certification and Supporting Documentation	1	LS	\$ 750.00	\$ 750.00
3 Day Rush Analysis Surcharge	50	%	\$ 1,845.00	
Subtotal				\$ 6,150.00

Comments: True North has assumed collecting a total of ten (10) soil samples from the five (5) project areas identified by Client. True North has assumed soil is accessible and samples can be collected utilizing hand tools. True North will PID screen soils at sample locations to identify any potential soil management issues. The above analytical are based on True North's preliminary assessment of historical and regulatory records, project information provided by Client, and acceptance criteria at Vulcan Materials. The above costs do not include additional delineation sampling beyond the original sample locations. True North has assumed a standard turn-around-time of seven business days (does not include day of sampling). True North has identified the surcharge for rushing laboratory analysis, if requested by the Client. In addition to potential CCDD testing, costs for waste characterization analytical and profile consulting been identified, in the event that soils do not meet CCDD criteria. The waste characterization sample will only be analyzed at direction of Client, and if necessary, and billed at the identified unit rates.

TERMS AND CONDITIONS

- The attached terms and conditions shall apply to this scope of work
- Payment will be due upon receipt of invoicing
- Please fax, mail, or e-mail the signed price quote to the address above

Client Acceptance (sign below)

x _____
Print Name

Other	\$	-
TOTAL Due	\$	6,150.00

True North appreciates the opportunity to offer this proposal for environmental consulting and testing services. If you have any questions, please contact me at 630 717 2880

Melissa Kupczyk

Thank You For Your Business!



Trusted Partner. Leading Environmental Solutions
 1000 East Warrenville Road, Suite 140
 Naperville, Illinois 60563
 Phone: 630-717-2880
 Fax: 630-689-5881
mkupczyk@consulttruenorth.com

QUOTATION

DATE:	5/12/2023
Proposal #	PI23-464C
Customer ID	HANC
Valid Until:	6/26/2023

CLIENT
 Bill Peterhansen, P.E., CFM
 Edwin Hancock Engineering Co
 9933 Roosevelt Road
 Westchester, Illinois
 708.865.0300
bpeterhansen@ehancock.com

PROJECT
 Soil Management Consulting
 Maywood 2023 Alleys
 2 additional alleys (currently identified)
 Maywood, Illinois

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
CCDD Investigation				
Associate Consultant - Field Labor (est.)	4	HR	\$ 95.00	\$ 380.00
Soil Sampling Equipment, Materials and Vehicle	1	LS	\$ 300.00	\$ 300.00
CCDD Discrete Soil Analytical				
Additional Alley (unidentified)				
VOCs	2	EA	\$ 150.00	\$ 300.00
SVOCs	2	EA	\$ 225.00	\$ 450.00
PCBs	2	EA	\$ 85.00	\$ 170.00
RCRA Metals	2	EA	\$ 85.00	\$ 170.00
pH	2	EA	\$ 15.00	\$ 30.00
TCLP Extraction	2	EA	\$ 65.00	\$ 130.00
TCLP (one metal)(est)(if necessary)	2	EA	\$ 14.00	\$ 28.00
Additional Alley (unidentified)				
VOCs	2	EA	\$ 150.00	\$ 300.00
SVOCs	2	EA	\$ 225.00	\$ 450.00
PCBs	2	EA	\$ 85.00	\$ 170.00
RCRA Metals	2	EA	\$ 85.00	\$ 170.00
pH	2	EA	\$ 15.00	\$ 30.00
TCLP Extraction	2	EA	\$ 65.00	\$ 130.00
TCLP (one metal)(est)(if necessary)	2	EA	\$ 14.00	\$ 28.00
Principal Consultant - Project Management (est.)	1	HR	\$ 150.00	\$ 150.00
Amended LPC #663 Certification	1	LS	\$ 500.00	\$ 500.00
3 Day Rush Analysis Surcharge	50	%	\$ 1,278.00	
Subtotal				\$ 3,886.00

Comments: True North has assumed collecting a total of four (4) soil samples from two (2) additional alleys (currently unidentified), outside of the five (5) original alleys identified by Client. The costs for the unidentified alleys are based on the "worst case scenario" in regard to analytical. Actual costs will vary based on findings in background reports, once alleys are identified. True North has assumed soil is accessible and samples can be collected utilizing hand tools. True North will PID screen soils at sample locations to identify any potential soil management issues. The above analytical are based on the most conservative sampling plan, having not accessed historical records. The above costs do not include additional delineation sampling beyond the original sample locations. True North has assumed a standard turn-around-time of seven business days (does not include day of sampling). True North has identified the surcharge for rushing laboratory analysis, if requested by the Client. After analytical results are received, True North will amend the previous LPC #663 that was issued for the five original alleys.

TERMS AND CONDITIONS

- The attached terms and conditions shall apply to this scope of work.
- Payment will be due upon receipt of invoicing.
- Please fax, mail, or e-mail the signed price quote to the address above.

Client Acceptance (sign below):

X _____
 Print Name:

Other	\$	-
TOTAL Due	\$	3,886.00

True North appreciates the opportunity to offer this proposal for environmental consulting and testing services. If you have any questions, please contact me at 630.717.2880

Melissa Kupczyk

Thank You For Your Business!



Trusted Partner. Leading Environmental Solutions.

1000 East Warrenville Road, Suite 140
 Naperville, Illinois 60563
 Phone: 630-717-2880
 Fax: 630-689-5881
mkupczyk@consulttruenorth.com

QUOTATION

DATE:	5/12/2023
Proposal #	PI23-464D
Customer ID	HANC
Valid Until:	6/26/2023

CLIENT

Bill Peterhansen, P.E., CFM
 Edwin Hancock Engineering Co.
 9933 Roosevelt Road
 Westchester, Illinois
 708.865.0300
bpeterhansen@ehancock.com

PROJECT

Soil Management Consulting
 Maywood 2023 Alleys
 Delineations - Proposed
 Maywood, Illinois

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
CCDD Investigation				
Associate Consultant - Field Labor (est.)	16	HR	\$ 95.00	\$ 1,520.00
Soil Sampling Equipment, Materials and Vehicle	2	LS	\$ 300.00	\$ 600.00
CCDD Discrete Soil Analytical				
Original Alleys - Delineations (potential)				
Arsenic	28	EA	\$ 14.00	\$ 392.00
pH	28	EA	\$ 15.00	\$ 420.00
Other Metal	28	EA	\$ 14.00	\$ 392.00
PNAs	16	EA	\$ 125.00	\$ 2,000.00
Principal Consultant - Project Management (est)	2	HR	\$ 150.00	\$ 300.00
Amended LPC #663 Certification	1	LS	\$ 750.00	\$ 750.00
3 Day Rush Analysis Surcharge	50	%	of lab costs	
Subtotal				\$ 6,374.00

Comments: True North has assumed collecting a total of at least four (4) additional soil samples from sample points that do not meet CCDD acceptance criteria during the initial sampling event. The identified costs are based on the "worst case scenario" in regard to analytical. Actual costs will vary based on findings from the initial investigation, as well as original sample locations, and CCDD facility requirements. True North has assumed soil is accessible and samples can be collected utilizing hand tools. True North will PID screen soils at sample locations to identify any potential soil management issues. True North has assumed a standard turn-around-time of five business days (does not include day of sampling). True North has identified the surcharge for rushing laboratory analysis, if requested by the Client. After analytical results are received, True North will amend the previous LPC #663 that was issued for the original alleys.

TERMS AND CONDITIONS

- The attached terms and conditions shall apply to this scope of work.
 - Payment will be due upon receipt of invoicing.
 - Please fax, mail, or e-mail the signed price quote to the address above.
- Client Acceptance (sign below):

x _____
 Print Name:

Other	\$	-
TOTAL Due	\$	6,374.00

True North appreciates the opportunity to offer this proposal for environmental consulting and testing services. If you have any questions, please contact me at 630.717.2880
 Melissa Kupczyk

Thank You For Your Business!
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STANDARD TERMS AND CONDITIONS

For purposes of this Agreement, the term Subconsultant shall refer to:

_____ True North Consultants _____
(Company Name)

RESPONSIBILITY OF SUBCONSULTANT – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CHANGES IN SCOPE – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from the Hancock Engineering.

SUSPENSION OF SERVICES – Hancock Engineering may, at any time, by written order to Subconsultant (Suspension of Services Order) require Subconsultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Subconsultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Hancock Engineering, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.

TERMINATION – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

COMPLIANCE WITH LAWS – The Subconsultant will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

DELAYS – Subconsultant will not be liable for the delays due to force majeure or any conditions beyond its control.

DISPUTE RESOLUTION – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

HAZARDOUS MATERIALS/POLLUTANTS – Unless otherwise provided by this Agreement, the Engineer and Engineer’s consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

RIGHT OF ACCESS – Subconsultant shall have access to the job site in order to perform its work.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

SEVERABILITY – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Hancock Engineering and Subconsultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

STANDARD OF CARE – The standard of care for all professional engineering, survey or related professional services performed or furnished by the Subconsultant under this agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

REUSE OF DOCUMENTS – All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Subconsultant pursuant to this Agreement are intended for use on the Project only. They cannot be used by Hancock Engineering or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Subconsultant, shall be at Hancock Engineering’s, or others, sole risk.

SUBCONTRACTS – Subconsultant may subcontract portions of the work, but each subcontractor must be approved by Hancock Engineering in writing.

PAYMENT – Hancock Engineering shall be invoiced once each month for work performed during the preceding period. Hancock Engineering will pay each invoice to the Subconsultant within fifteen (15) days of receiving payment from its Client (Village).

INSURANCE – Subconsultant will maintain insurance coverage in the following minimum amounts:

- Professional Liability - \$2,000,000 per claim/aggregate
- General Liability –
 1. 1,000,000 Each Occurrence – Bodily Injury
 2. 1,000,000 Each Occurrence – Property Damage
 3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - \$1,000,000 Per Person/Per Occurrence
- Employer’s Liability - \$500,000 Each
- Worker’s Compensation – Per Statutory

INDEMNIFICATION

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney’s fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney’s fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
AN AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK
ENGINEERING COMPANY FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES
FOR THE 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT, AND FOR
THE APPROPRIATION AND EXPENDITURE OF MWRDGC FUNDS AND GENERAL FUNDS
TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND
CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 8th day of August, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 8th day of August, 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 August, 2023.

Tori-Love Garron, Village Clerk

[SEAL]

3. Memorandum dated July 20, 2023 from Edwin Hancock Engineering Company regarding the Project, with its supporting documents: Updated Application re 2024 Green Infrastructure Alley Improvements dated May 9, 2023 and Project Location Map.

MEMO

Date: July 20, 2023

To: Village of Maywood

Attn: Mr. James Krischke, Acting Village Manager

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

From: Bill Peterhansen, P.E., CFM

Re: 2024 Green Infrastructure Alley Improvements
Design and Construction Engineering Agreements

Background

The Village was successful in being selected as a recipient of funds from the Metropolitan Water Reclamation District (MWRD) of Greater Chicago for the 2024 Green Infrastructure Alley Improvements, with the MWRD providing up to **\$662,000** to construct a total of five (5) Green Alleys.

The alleys to be improved are as follows:

- Alley 108 – Alley bounded by 8th Ave., 9th Ave., Huron St., and Superior St.
- Alley 109 – Alley bounded by 7th Ave., 8th Ave., Huron St., and Superior St.
- Alley 110 – Alley bounded by 6th Ave., 7th Ave., Huron St. and Superior St.
- Alley 119 – Alley bounded by 5th Ave., 6th Ave., Erie St., and Huron St.
- Alley 323 – Alley bounded by 7th Ave., 8th Ave., Rice St. and Hugh Muir Ln.

(See attached location map for more information)

At the time of the grant application in Fall of 2022, a meeting with staff indicated the need to continue to focus on alley improvements, particularly within areas of the Village that have not received TIF funds for capital improvements. A review of Public Works maintenance logistics was considered when selecting the alleys to be prioritized. The selected improvements would eliminate the need for public works equipment to travel to and from the far north reach of the

Village and avoid delays at the Union Pacific Rail Crossing. Also taken into consideration is the maximization of the grant funds to be requested.

The alleys will resemble the recently installed Green Alleys in 2018, 2020, and 2022. They will consist of a new concrete pavement that drains itself towards permeable paver blocks within the alley pavement. An aggregate storage layer for stormwater will be located beneath the pavement, which will capture approximately 4.5" of rainfall over the alleys and their tributary drainage areas. In total, the alleys will have a maximum capacity of approximately 115,000 gallons of stormwater. Also included will be improvements to garage aprons, private entry walks adjacent to the alley pavement, and other ancillary restoration.

Schedule

We anticipate the project can be constructed comfortably within the 2024 construction season, barring any unforeseen issues with environmental testing or geotechnical exploration and determination of water table (as required by MWRD). The design can be completed over the late Fall/Winter of 2023/2024, with a Spring 2024 letting, and construction performed over Summer of 2024. The MWRD has asked the Village to commit to a schedule of which is an attachment to the Intergovernmental Agreement.

Project Costs

In addition to the \$662,000 offered by the MWRD to finance the project, the Village should prepare to incur the following costs:

1. Geotechnical Engineering:	\$ 9,800
2. Environmental Engineering Matching @30%:	\$ 6,410*
3. Design Engineering:	\$ 69,000
4. Construction Matching @ 30%:	\$ 283,000
5. Construction Engineering:	<u>\$ 82,000</u>
	\$ 450,210

*New to MWRD's program in 2024 is the inclusion of 70% MWRD participation in the costs of environmental engineering up to a maximum of \$10,000. It is recommended to perform the environmental testing up front in the event that any of the soils need to be specially managed.

The costs of the Village construction matching, environmental engineering matching, design engineering, and construction engineering would all be funded through the General Fund. Note that the costs of Items 1,2 and 3 above would be incurred prior to May 1, 2024. The remaining costs of Items 4 and 5 would most likely not be incurred until the following Village budget year. We understand that the design engineering portion was budgeted for as a placeholder within the 2023/2024 budget.

Design Approach

It is recommended to first perform the environmental engineering and geotechnical engineering as soon as possible. In the event that an alley is identified to be "unfit" for purposes of green alley construction due to special soil management or high water table, then we will evaluate another suitable alley to replace it and utilize the grant funds in their entirety.

Action

If the Village Board desires to move forward with the proposed Green Alley improvements in accordance with the MWRD required schedule, it is recommended to approve a resolution regarding the design and construction engineering agreements.

Additionally, the intergovernmental agreement with MWRD needs to be approved by resolution.

If you should have any questions, please feel free to contact our office.

AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF
PROFESSIONAL ENGINEERING SERVICES
for the
2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS
in
MAYWOOD, ILLINOIS

July 2023

AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS
in
MAYWOOD, ILLINOIS

THIS Agreement, made and entered into between the Village of Maywood, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary to provide the engineering services required for the 2024 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS, hereinafter referred to as "PROJECT", which will generally include alley reconstruction and drainage improvements to the following alleys, in the Village of Maywood, Cook County, Illinois:

- Alley 108 – Alley bounded by 8th Ave., 9th Ave., Huron St., and Superior St.
- Alley 109 – Alley bounded by 7th Ave., 8th Ave., Huron St., and Superior St.
- Alley 110 – Alley bounded by 6th Ave., 7th Ave., Huron St. and Superior St.
- Alley 119 – Alley bounded by 5th Ave., 6th Ave., Erie St., and Huron St.
- Alley 323 – Alley bounded by 7th Ave., 8th Ave., Rice St. and Hugh Muir Ln.

The scope of construction will include the removal of the existing stone alley, portions of the concrete curb and gutter, sidewalk, and driveway, excavation of existing alley base, installation of concrete alley pavement, drywells, permeable brick pavers, and other related work thereto.

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

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

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

A. THE ENGINEER AGREES;

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

- e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
 - f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - g. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor:
 - h. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
 - i. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
 - j. Performing final inspection of all improvements.
 - k. Preparing Record Drawings, and submitting said drawings in accordance with permitting authority's requirements.
- III. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the following services:
- a. Proportioning and testing of Portland Cement Concrete and Hot-Mix Asphalt mixtures in accordance with project specifications.
 - b. All compaction or density tests as required by the specifications.
 - c. Performance of Geotechnical Engineering – Work includes soil borings and infiltration testing, preparing soils profiles and analysis thereof as may be required to furnish sufficient data for the design of the proposed improvement, in accordance with the current requirements of MWRDGC.
 - d. Performance of Environmental Engineering – Work includes Clean Construction Demolition and Debris (CCDD) soil sampling, CCDD discrete soil analysis, delineation of specially managed soil limits (if necessary), LPC 663 Soil Certification, and analysis thereof as may be required to furnish sufficient data for the design of the proposed improvement, in accordance with the current requirements of MWRDGC.
- IV. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon

between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES;

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
 - a. **To pay the Engineer as compensation for all Design Engineering services performed as stipulated in above Section A.I a Lump Sum Fee of Sixty-Nine Thousand dollars (\$69,000.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The DESIGN ENGINEERING FEE is based upon the scope of work as listed in Section A.I., and itemized in Attachment C.
 - b. **To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.II at the hourly rates as found in Attachment "A" not to exceed Eighty-Two Thousand dollars (\$82,000.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The CONSTRUCTION ENGINEERING not to exceed amount is based upon the scope of work as listed in Section A.II.

The hourly rates for each classification of personnel are based upon the background of experience and the current salary of the personnel being assigned to a project. In the billing process the hourly invoicing rate of the personnel assigned to the PROJECT will be consistent with the Schedule of Hourly Rates as indicated in Attachment "A".

- c. To pay for the subletted services as stipulated in above Section A.III at the actual cost to the ENGINEER; "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.III are not

included within the Design or Construction Engineering fees, and must be agreed upon in writing in advance of the work.

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

C. IT IS MUTUALLY AGREED;

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

- III. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.

- IV. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.

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

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

Executed by the VILLAGE, this

_____ day of _____, 2023

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

By _____
Nathaniel George Booker, Mayor

ATTEST:

By _____
Tori Love Garron, Acting Village Clerk

(SEAL)



Executed by the ENGINEER, this

_____ day of _____, 2023

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

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

(SEAL)

ATTACHMENT A

2023 SCHEDULE OF HOURLY RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
ENGINEER – VI	\$152.00
ENGINEER – V	\$142.00
ENGINEER – IV	\$132.00
ENGINEER – III	\$124.00
ENGINEER – II	\$114.00
ENGINEER – I	\$102.00
ENGINEERING TECHNICIAN – V	\$131.00
ENGINEERING TECHNICIAN – IV	\$121.00
ENGINEERING TECHNICIAN – III	\$89.00
ENGINEERING TECHNICIAN – II	\$70.00
ENGINEERING TECHNICIAN - I	\$45.00
CAD MANAGER	\$125.00
CAD - II	\$105.00
CAD – I	\$90.00
ADMINISTRATIVE	\$65.00

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

ATTACHMENT B

GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

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

a. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

b. **Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

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

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

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

d. **Other Insurance Provisions**

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

- (1) General Liability and Automobile Liability Coverages

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

(2) All Coverages

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

e. **Acceptability of Insurers**

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

f. **Verification of Coverage**

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

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

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

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

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

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

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

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

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

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

B. CERTIFICATION OF ENGINEER

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

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

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

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

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

ATTACHMENT C

Design Engineering Fee

Preliminary Engineering	\$3,000.00
Topographic Survey	\$11,000.00
CADD Drafting	\$8,000.00
Utility Coordination	\$1,500.00
Plans	\$19,000.00
Drainage Calculations	\$7,000.00
Specifications	\$8,500.00
MWRD Permitting	\$7,000.00
Bid Engineering	\$1,000.00
Project Administration	<u>\$3,000.00</u>
Total Design Engineering Fee	\$69,000.00

Construction Engineering Fee

Pre-Construction Activities	\$4,000.00
Resident Notification	\$1,000.00
Line and Grade Staking	\$9,500.00
Construction Observation	\$46,000.00
Documentation	\$10,500.00
Grant and Project Administration	\$7,000.00
Project Close-Out	\$4,000.00
Total Construction Engineering Fee	\$82,000.00

Estimated Sub-Consultant Fees

Geotechnical Engineering	\$ 9,800.00
Environmental Engineering	\$16,410.00*
QA Materials Testing	<u>\$ 2,500.00</u>
	\$ 28,710.00**

*This item is eligible for 70% participation by MWRD up to a maximum of \$10,000.

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



July 14, 2023

To: William Peterhansen, P.E.
Edwin Hancock Engineering Co.
9933 Roosevelt Road
Westchester, Illinois 60154
P: 708.865.0300

Re: Proposal - Geotechnical Exploration
Proposed 2023 Green Infrastructure
Alley Improvements Project
Village of Maywood, Illinois

Proposal No. Q23.351g_REV1

Via email: bpeterhansen@ehancock.com

Dear Mr. Peterhansen,

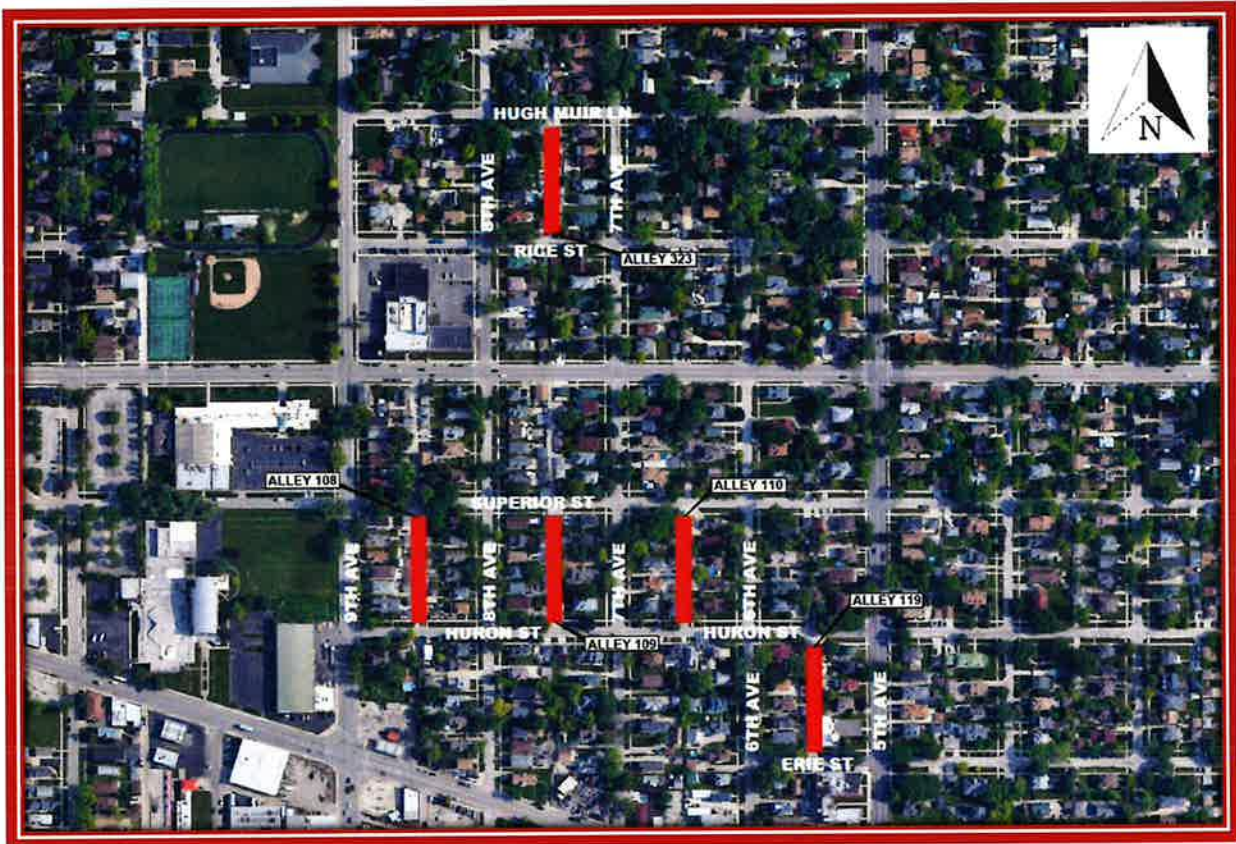
Rubino Engineering, Inc. (Rubino) is pleased to submit the following revised proposal to provide geotechnical engineering services for the above referenced project. Rubino received an initial request for proposal from William Peterhansen, P.E. of Edwin Hancock Engineering Co. via email on July 10, 2023. Subsequently, Rubino received an email from William Peterhansen on July 13, 2023 with a request to limit the scope of work to geotechnical and infiltration testing (no CCDD).

PROJECT UNDERSTANDING

Rubino understands that Edwin Hancock Engineering Co. is planning to aid in the design for the 2023 MWRD Green Infrastructure Partnership Opportunity Program in the Village of Maywood, Illinois. The project sites include five alleys in a residential area. Per Google Earth Pro imagery, the alleys appear to be covered by surface aggregate (no pavement). Edwin Hancock Engineering Co. has requested that Rubino provide a total of five soil borings, five infiltration tests (one in each alley) and a seasonal high groundwater table per MWRD requirements.

Information received:

- RFP email from William Peterhansen, P.E. of Edwin Hancock Engineering Co. on July 10, 2023.
- 01_Location Map – 2023 MWRD Green Infrastructure Partnership Opportunity Program Village of Maywood, prepared by Edwin Hancock Engineering, received on July 10, 2023
(see image on the following page)



Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

Client Notification Needed prior to mobilization	Please notify Rubino if this is needed upon project authorization
Field Equipment / Soil Sampling Method Proposed	Track-mounted Geoprobe Drill Rig Water level indicator
Traffic Control Needs	Cones and signage, flaggers not anticipated
Boring Location Plan	See below aerial / KMZ
Soil Sampling	SPT – 2 ½ ft to 10 feet
Backfill Needs	Cuttings, excess spoils remain on site
Patching	Cold Patch
Site Protection or Restoration included	None
Groundwater Readings	During drilling and upon auger removal
Additional Sampling needed	Extra Sampling for Atterberg + Hydrometer
Additional Testing	Infiltration Testing

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed improvement/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	NUMBER OF INFILTRATIONS	DEPTH (FEET BEG*)	LOCATIONS
5	---	10	Alleys 323, 108, 109, 100 & 119
---	5	2**	
		50	Total Linear Feet

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino’s current understanding of the project.

Site Access

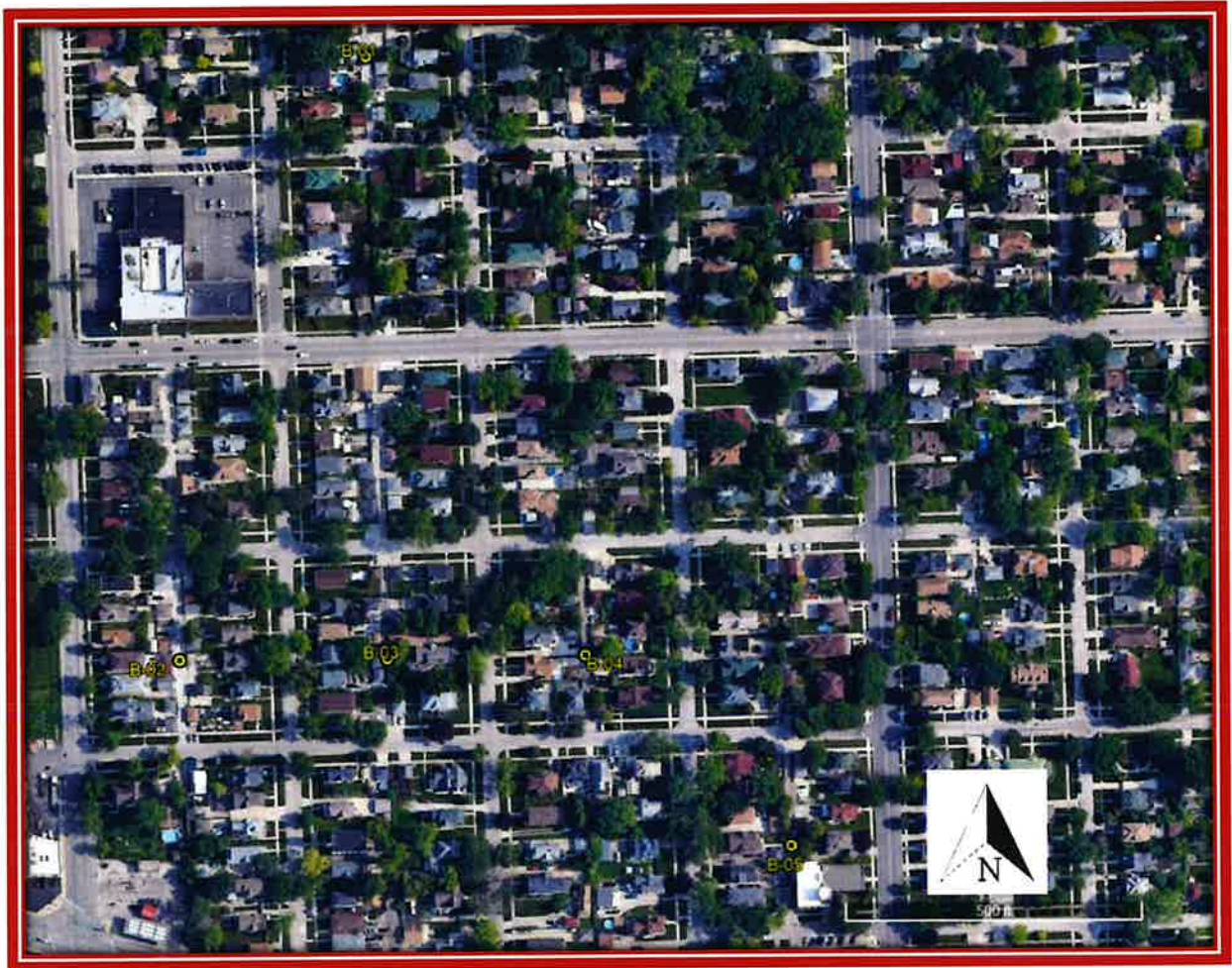
Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

Traffic Control

Traffic control will consist of cones and truck lighting, as determined to be needed at the time of drilling. Rubino does not anticipate the need for additional traffic control, if the boring locations change flaggers can be provided for an additional fee.

Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the client review the proposed boring locations and adjust them as necessary. In addition, Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 10 feet.

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 6.
- Granular soils with an N-value less than 10.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above

Infiltration Testing

Rubino has been requested to perform infiltration testing within the alleys. Rubino proposes a total of five tests, one in each alley adjacent to the boring locations. Rubino intends to perform a field “falling head” test within PVC casing placed into a borehole at a specified depth at each location. Rubino will perform the testing in general accordance with ASTM D6391.

Based on preliminary findings from field investigation or based on the requested depths, Rubino may implement a different testing method to estimate soil infiltration rate.

Infiltration testing is a day-long test and is planned to be performed in an area that does not need traffic control.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material and/or asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils’ index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	2	Split spoon, bulk, or Shelby Tube
Hydrometer	5	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	20	Cohesive Samples
Organic Content	3	Split spoon, bulk, or Shelby Tube

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
 - *Infiltration Readings*
- *Geotechnical recommendations pertaining to:*
 - *Subgrade preparation*
 - *Subgrade Stability*
 - *Estimated IBV value at each boring location*
 - *Seasonal High Groundwater estimate*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Edwin Hancock Engineering Co.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10 – 15
Field work including site layout and drilling	5
Laboratory Testing	10 – 12
Preparation of the Geotechnical Report	10
CCDD Field and Reporting	15 - 20

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Subsurface Exploration	Boring Layout / Utility / PM	\$ 600.00	Lump sum
	Drill Rig Mobilization and Drilling	\$ 4,200.00	Lump sum
Lab	Geotechnical Lab Tests as described above	\$ 1,000.00	Lump sum
Infiltration	Infiltration Testing	\$ 2,500.00	Lump sum
Reporting	Preparation of the Geotechnical Report	\$ 1,500.00	Lump sum
		\$9,800.00	Grand Total

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

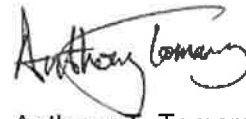
Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



Anthony T. Tomaras
Project Manager

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments: Proposal Acceptance and Data Sheet
Schedule of Services and Fees
General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____ , 202 __.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
2023 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	135.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	105.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
Hourly Rate Drilling	Per Hour	\$	475.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	7.00
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	95.00
Density Determination	Each	\$	15.00
Specific Gravity Determination	Each	\$	65.00
Organic Content Determination Test (loss on ignition)	Each	\$	15.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00
Triaxial Testing (TXC-CIU) 3-Point Envelope	Each	\$	1,300.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 9/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger PHONE (A/C No. Ext): 630 625-5219 FAX (A/C No.): 610 537-4939 E-MAIL ADDRESS: AECertificates@usi.com
	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056 INSURER B: Berkley Insurance Company 32603 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	ADDL INSR	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PSB0003777	09/01/2022	09/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001861	09/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED: RETENTION \$			PSE0002142	09/01/2022	09/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PSW0002789	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			AEC905800703	09/01/2022	09/01/2023	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.
 Some or all officers are excluded from Workers Compensation coverage.

Contractors Pollution Liability Coverage:
 Insurance Carrier - Capitol Specialty Insurance Corporation (NAIC #10328)
 (See Attached Descriptions)

CERTIFICATE HOLDER Rubino Engineering, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03) 1 of 2
 #537240573/#37240539

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LXCAA

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related charges.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

1000 East Warrenville Road, Suite 140
Naperville, Illinois 60563
Phone 630-717-2880
Fax 630-689-5881
mkunczyk@consulttruenorth.com

QUOTATION

DATE:	5/12/2023
Proposal #	Pr23-464A (Vulcan)
Customer ID	HANC
Valid Until:	6/26/2023

CLIENT
Bill Peterhansen, P.E., CFM
Edwin Hancock Engineering Co
9933 Roosevelt Road
Westchester, Illinois
708 865 0300
bpeterhansen@ehancock.com

PROJECT
Soil Management Consulting
Maywood 2023 Alleys
Alleys 108, 109, 110, 119, and 323
Maywood, Illinois

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
CCDD Investigation				
Associate Consultant - Field Labor (est)	8	HR	\$ 95.00	\$ 760.00
Soil Sampling Equipment, Materials and Vehicle	1	LS	\$ 300.00	\$ 300.00
CCDD Discrete Soil Analytical				
Alley 108				
BETX	2	EA	\$ 65.00	\$ 130.00
PNAs	2	EA	\$ 125.00	\$ 250.00
RCRA Metals	2	EA	\$ 85.00	\$ 170.00
pH	2	EA	\$ 15.00	\$ 30.00
TCLP Extraction	2	EA	\$ 65.00	\$ 130.00
TCLP (one metal)(est)(if necessary)	2	EA	\$ 14.00	\$ 28.00
Alley 109				
BETX	2	EA	\$ 65.00	\$ 130.00
PNAs	2	EA	\$ 125.00	\$ 250.00
RCRA Metals	2	EA	\$ 85.00	\$ 170.00
pH	2	EA	\$ 15.00	\$ 30.00
TCLP Extraction	2	EA	\$ 65.00	\$ 130.00
TCLP (one metal)(est)(if necessary)	2	EA	\$ 14.00	\$ 28.00
Alley 110				
BETX	2	EA	\$ 65.00	\$ 130.00
PNAs	2	EA	\$ 125.00	\$ 250.00
RCRA Metals	2	EA	\$ 85.00	\$ 170.00
pH	2	EA	\$ 15.00	\$ 30.00
TCLP Extraction	2	EA	\$ 65.00	\$ 130.00
TCLP (one metal)(est)(if necessary)	2	EA	\$ 14.00	\$ 28.00
Alley 119				
BETX	2	EA	\$ 65.00	\$ 130.00
PNAs	2	EA	\$ 125.00	\$ 250.00
RCRA Metals	2	EA	\$ 85.00	\$ 170.00
pH	2	EA	\$ 15.00	\$ 30.00
TCLP Extraction	2	EA	\$ 65.00	\$ 130.00
TCLP (one metal)(est)(if necessary)	2	EA	\$ 14.00	\$ 28.00
Alley 323				
BETX	2	EA	\$ 65.00	\$ 130.00
PNAs	2	EA	\$ 125.00	\$ 250.00
RCRA Metals	2	EA	\$ 85.00	\$ 170.00
pH	2	EA	\$ 15.00	\$ 30.00
TCLP Extraction	2	EA	\$ 65.00	\$ 130.00
TCLP (one metal)(est)(if necessary)	2	EA	\$ 14.00	\$ 28.00
Waste Characterization Analysis (if necessary) RCRA Green Sheet for Subtitle D Facilities	1	EA	\$ 1,200.00	TBD
Waste Profile Preparation (est)(if requested)	1	HR	\$ 135.00	TBD
Principal Consultant - Project Management (est)	1	HR	\$ 150.00	\$ 150.00
PIP Evaluation	1	LS	\$ 500.00	\$ 500.00
LPC #663 Certification and Supporting Documentation	1	LS	\$ 750.00	\$ 750.00
3 Day Rush Analysis Surcharge	50	%	\$ 1,845.00	
Subtotal				\$ 6,150.00

Comments: True North has assumed collecting a total of ten (10) soil samples from the five (5) project areas identified by Client. True North has assumed soil is accessible and samples can be collected utilizing hand tools. True North will PID screen soils at sample locations to identify any potential soil management issues. The above analytical are based on True North's preliminary assessment of historical and regulatory records, project information provided by Client, and acceptance criteria at Vulcan Materials. The above costs do not include additional delineation sampling beyond the original sample locations. True North has assumed a standard turn-around-time of seven business days (does not include day of sampling). True North has identified the surcharge for rushing laboratory analysis, if requested by the Client. In addition to potential CCDD testing, costs for waste characterization analytical and profile consulting been identified, in the event that soils do not meet CCDD criteria. The waste characterization sample will only be analyzed at direction of Client, and if necessary, and billed at the identified unit rates.

TERMS AND CONDITIONS

- The attached terms and conditions shall apply to this scope of work
- Payment will be due upon receipt of invoicing
- Please fax, mail, or e-mail the signed price quote to the address above
Client Acceptance (sign below)

X _____
Print Name

Other	\$ -
TOTAL Due	\$ 6,150.00

True North appreciates the opportunity to offer this proposal for environmental consulting and testing services. If you have any questions, please contact me at 630 717 2880

Melissa Kunczyk

Thank You For Your Business!



Trusted Partner. Leader in Environmental Solutions
 1000 East Warrenville Road, Suite 140
 Naperville, Illinois 60563
 Phone: 630-717-2880
 Fax: 630-689-5881
mkupczyk@consulttruenorth.com

QUOTATION

DATE:	5/12/2023
Proposal #	PI23-464C
Customer ID	HANC
Valid Until:	6/26/2023

CLIENT
 Bill Peterhansen, P.E., CFM
 Edwin Hancock Engineering Co.
 9933 Roosevelt Road
 Westchester, Illinois
 708 865 0300
bpeterhansen@ehancock.com

PROJECT
 Soil Management Consulting
 Maywood 2023 Alleys
 2 additional alleys (currently identified)
 Maywood, Illinois

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
CCDD Investigation				
Associate Consultant - Field Labor (est)	4	HR	\$ 95.00	\$ 380.00
Soil Sampling Equipment, Materials and Vehicle	1	LS	\$ 300.00	\$ 300.00
CCDD Discrete Soil Analytical				
Additional Alley (unidentified)				
VOCs	2	EA	\$ 150.00	\$ 300.00
SVOCs	2	EA	\$ 225.00	\$ 450.00
PCBs	2	EA	\$ 85.00	\$ 170.00
RCRA Metals	2	EA	\$ 85.00	\$ 170.00
pH	2	EA	\$ 15.00	\$ 30.00
TCLP Extraction	2	EA	\$ 65.00	\$ 130.00
TCLP (one metal)(est)(if necessary)	2	EA	\$ 14.00	\$ 28.00
Additional Alley (unidentified)				
VOCs	2	EA	\$ 150.00	\$ 300.00
SVOCs	2	EA	\$ 225.00	\$ 450.00
PCBs	2	EA	\$ 85.00	\$ 170.00
RCRA Metals	2	EA	\$ 85.00	\$ 170.00
pH	2	EA	\$ 15.00	\$ 30.00
TCLP Extraction	2	EA	\$ 65.00	\$ 130.00
TCLP (one metal)(est)(if necessary)	2	EA	\$ 14.00	\$ 28.00
Principal Consultant - Project Management (est)	1	HR	\$ 150.00	\$ 150.00
Amended LPC #663 Certification	1	LS	\$ 500.00	\$ 500.00
3 Day Rush Analysis Surcharge	50	%	\$ 1,278.00	
			Subtotal	\$ 3,886.00

Comments: True North has assumed collecting a total of four (4) soil samples from two (2) additional alleys (currently unidentified), outside of the five (5) original alleys identified by Client. The costs for the unidentified alleys are based on the "worst case scenario" in regard to analytical. Actual costs will vary based on findings in background reports, once alleys are identified. True North has assumed soil is accessible and samples can be collected utilizing hand tools. True North will PID screen soils at sample locations to identify any potential soil management issues. The above analytical are based on the most conservative sampling plan, having not accessed historical records. The above costs do not include additional delineation sampling beyond the original sample locations. True North has assumed a standard turn-around-time of seven business days (does not include day of sampling). True North has identified the surcharge for rushing laboratory analysis, if requested by the Client. After analytical results are received, True North will amend the previous LPC #663 that was issued for the five original alleys.

TERMS AND CONDITIONS

- The attached terms and conditions shall apply to this scope of work
- Payment will be due upon receipt of invoicing
- Please fax, mail, or e-mail the signed price quote to the address above

Client Acceptance (sign below):

X _____
 Print Name:

Other	\$	-
TOTAL Due	\$	3,886.00

True North appreciates the opportunity to offer this proposal for environmental consulting and testing services. If you have any questions, please contact me at 630.717.2880

Melissa Kupczyk

Thank You For Your Business!

1000 East Warrenville Road, Suite 140
Naperville, Illinois 60563
Phone: 630-717-2880
Fax: 630-689-5881
mkupczyk@consulttruenorth.com

QUOTATION

DATE:	5/12/2023
Proposal #	PI23-464D
Customer ID	HANC
Valid Until:	6/26/2023

CLIENT

Bill Peterhansen, P.E., CFM
Edwin Hancock Engineering Co.
9933 Roosevelt Road
Westchester, Illinois
708.865.0300
bpeterhansen@ehancock.com

PROJECT

Soil Management Consulting
Maywood 2023 Alleys
Delineations - Proposed
Maywood, Illinois

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
CCDD Investigation				
Associate Consultant - Field Labor (est.)	16	HR	\$ 95.00	\$ 1,520.00
Soil Sampling Equipment, Materials and Vehicle	2	LS	\$ 300.00	\$ 600.00
CCDD Discrete Soil Analytical				
Original Alleys - Delineations (potential)				
Arsenic	28	EA	\$ 14.00	\$ 392.00
pH	28	EA	\$ 15.00	\$ 420.00
Other Metal	28	EA	\$ 14.00	\$ 392.00
PNAs	16	EA	\$ 125.00	\$ 2,000.00
Principal Consultant - Project Management (est)	2	HR	\$ 150.00	\$ 300.00
Amended LPC #663 Certification	1	LS	\$ 750.00	\$ 750.00
3 Day Rush Analysis Surcharge	50	%	of lab costs	
			Subtotal	\$ 6,374.00

Comments: True North has assumed collecting a total of at least four (4) additional soil samples from sample points that do not meet CCDD acceptance criteria during the initial sampling event. The identified costs are based on the "worst case scenario" in regard to analytical. Actual costs will vary based on findings from the initial investigation, as well as original sample locations, and CCDD facility requirements. True North has assumed soil is accessible and samples can be collected utilizing hand tools. True North will PID screen soils at sample locations to identify any potential soil management issues. True North has assumed a standard turn-around-time of five business days (does not include day of sampling). True North has identified the surcharge for rushing laboratory analysis, if requested by the Client. After analytical results are received, True North will amend the previous LPC #663 that was issued for the original alleys.

TERMS AND CONDITIONS

- The attached terms and conditions shall apply to this scope of work.
 - Payment will be due upon receipt of invoicing.
 - Please fax, mail, or e-mail the signed price quote to the address above.
- Client Acceptance (sign below):*

x _____
Print Name:

Other	\$	-
TOTAL Due	\$	6,374.00

True North appreciates the opportunity to offer this proposal for environmental consulting and testing services. If you have any questions, please contact me at 630.717.2880
Melissa Kupczyk

Thank You For Your Business!
528

STANDARD TERMS AND CONDITIONS

For purposes of this Agreement, the term Subconsultant shall refer to:

True North Consultants _____
(Company Name)

RESPONSIBILITY OF SUBCONSULTANT – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CHANGES IN SCOPE – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from the Hancock Engineering.

SUSPENSION OF SERVICES – Hancock Engineering may, at any time, by written order to Subconsultant (Suspension of Services Order) require Subconsultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Subconsultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Hancock Engineering, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.

TERMINATION – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

COMPLIANCE WITH LAWS – The Subconsultant will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

DELAYS – Subconsultant will not be liable for the delays due to force majeure or any conditions beyond its control.

DISPUTE RESOLUTION – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

HAZARDOUS MATERIALS/POLLUTANTS – Unless otherwise provided by this Agreement, the Engineer and Engineer’s consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

RIGHT OF ACCESS – Subconsultant shall have access to the job site in order to perform its work.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

SEVERABILITY – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Hancock Engineering and Subconsultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

STANDARD OF CARE – The standard of care for all professional engineering, survey or related professional services performed or furnished by the Subconsultant under this agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

REUSE OF DOCUMENTS – All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Subconsultant pursuant to this Agreement are intended for use on the Project only. They cannot be used by Hancock Engineering or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Subconsultant, shall be at Hancock Engineering’s, or others, sole risk.

SUBCONTRACTS – Subconsultant may subcontract portions of the work, but each subcontractor must be approved by Hancock Engineering in writing.

PAYMENT – Hancock Engineering shall be invoiced once each month for work performed during the preceding period. Hancock Engineering will pay each invoice to the Subconsultant within fifteen (15) days of receiving payment from its Client (Village).

INSURANCE – Subconsultant will maintain insurance coverage in the following minimum amounts:

- Professional Liability - \$2,000,000 per claim/aggregate
- General Liability –
 1. 1,000,000 Each Occurrence – Bodily Injury
 2. 1,000,000 Each Occurrence – Property Damage
 3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - \$1,000,000 Per Person/Per Occurrence
- Employer’s Liability - \$500,000 Each
- Worker’s Compensation – Per Statutory

INDEMNIFICATION

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney’s fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney’s fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.



MEMORANDUM

TO: Village President Nathaniel Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik and Carlos S. Arévalo
DATE: August 2, 2023
RE: Secondary Employer Indemnity and Conditions Agreement

Pursuant to the request by the Chief of Police and Acting Chief of Police, we have prepared a Secondary Employer Indemnity and Conditions Agreement (“Agreement”). The purpose of this Agreement is to protect the Village of Maywood (“Village”) in a number of ways. While the Agreement comprehensively addresses such protections, the following are highlighted:

1. The Agreement ensures that Village police officers who desire to pursue secondary employment are having their employer agree to indemnify the Village for any claims that may be made against the Village.
2. The secondary employer is obligated to report any injuries sustained by the Village police officer. This will prevent liability exposure related to injuries not sustained within the scope of the police officer’s employment with the Village. This will protect the Village from workers’ compensation and Public Employee Disability Act (“PEDA”) claims as well as any potential line-of-duty disability and Public Safety Employee Benefits Act (“PSEBA”) claims.
3. The Agreement provides that the secondary employer may not have Village police officers engage in the performance of any services that would put the Village in a bad light or impact its reputation.
4. The Agreement ensures that insurance coverage is in place and the Village and police officer are named as “additional insureds.”

Along with this Memorandum, we are submitting a proposed Resolution for action by the President and Board of Trustees of the Village that authorizes the Village Manager and Chief of Police to execute a Secondary Employer Indemnity and Conditions Agreement whenever it is deemed appropriate and in the best interests of the Village. The Resolution attaches a template of the Agreement that can be used on a case-by-case basis.

If there are any questions, please let us know.

Mike and Carlos

Enclosures

- cc. Jim Kruschke, Acting Village Manager (w/ encls.)
Chief of Police Elijah Willis (w/ encls.)
Acting Chief of Police Theodore Yancy (w/ encls.)
Village Clerk Tori-Love Garron (w/ encls.)

RESOLUTION NO. R-2023-_____

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND CHIEF OF POLICE
TO ENTER INTO SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENTS
ON A CASE-BY-CASE BASIS AND APPROVING THE USE OF
A TEMPLATE SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENT**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board" or the "Village"), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII, Sections 6 and 6(a) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to authorize the Village Manager and Chief of Police to enter into secondary employer agreements on a case-by-case basis whenever doing so is appropriate and in the best interests of the Village; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have reviewed a template of a SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENT (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made part hereof, and have determined that said template is acceptable for use and execution by the Village Manager and Chief of Police for the purposes outlined therein; and

WHEREAS, the purpose of the Agreement is to protect the interests of the Village whenever a Village of Maywood police officer wishes to pursue secondary employment pursuant to Police Department policies and general orders; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and authorize the use and execution of the attached Agreement (Exhibit "A") by the Village Manager and Chief of Police on a case-by-case basis.

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: Approval of Agreement. The President and Board of Trustees of the Village of Maywood authorize the use of the template SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENT, a copy of which is attached hereto as Exhibit "A" and made a part hereof, whenever the Village Manager and the Chief of Police determine that entering into such an Agreement is appropriate and in the best interests of the Village.

SECTION 3: Execution of Agreement. The President and Board of Trustees authorize and direct the Village Manager and the Chief of Police to execute a final version of any such Agreement, which may contain non-substantive modifications, whenever it is deemed appropriate and in the best interests of the Village, provided that any modifications are approved by the Village Attorney.

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

ADOPTED this 8th day of August, 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 8thday of August, 2023.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

Exhibit "A"

**SECONDARY EMPLOYER
INDEMNITY AND CONDITIONS AGREEMENT**

(attached)

SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENT

This Secondary Employer Indemnity and Conditions Agreement (“Agreement”) is made this _____ day of _____, 20____, by and between the Village of Maywood (hereinafter referred to as the “Municipality”) and _____ (hereinafter referred to as the “Employer”). The Municipality and the Employer are at times referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Employer desires to employ off-duty Village of Maywood police officers who are full-time employees of the Municipality; and

WHEREAS, the Municipality and Employer each acknowledge that, if an off-duty uniformed police officer is involved in a situation while working for the Employer that results in civil litigation, the Municipality would likely be included as a defendant; and

WHEREAS, it is the specific intention of this Agreement that, as between the Municipality on one hand and the Employer on the other hand, under no circumstances shall the Municipality and the Municipal Affiliate (as defined below) be liable for any liabilities or losses arising from the employment of the police officer by the Employer and all such liabilities and losses, as between these Parties, shall be borne exclusively by the Employer.

Now, Therefore, in consideration of the Municipality allowing certain police officers of the Municipality to work secondary employment as employees of the Employer, the Employer agrees as follows:

1. Employer, on behalf of itself, its successors and assigns, does hereby covenant and agree, at its sole cost and expense, to indemnify, defend and hold the Municipality and the Municipality's former, current and future officials, trustees, officers, employees, successors and assigns (collectively "Municipal Affiliates"), both in their capacities as Municipal representatives and as individuals, harmless from and against any loss, actions, responsibilities, obligations, liability, damage (whether direct or consequential), expenses, claims (whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future), penalties, fines, injunctions, suits (including but not limited to suits alleging or related to personal injury and/or death, or which may arise under the Civil Rights Act or the Workers' Compensation Act), proceedings, disbursements or expenses (including, without limitation, attorneys' and experts' fees and disbursements and court costs) (collectively, the "Liabilities"), arising under or relating to any law, or any other Liabilities which may be incurred by or asserted against any of the Municipal Affiliates directly or indirectly resulting or arising from, alleged to arise from, or caused by, in whole or in part, the secondary employment of a police officer of the Municipality by the Employer.

Employer shall assume the expense of defending all claims, suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under

this Agreement. In the event that the Municipality or any of the Municipal Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this Agreement, the Municipality and/or any of the Municipal Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the reasonable costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by Employer pursuant to the indemnification provisions herein. Employer shall promptly, after obtaining knowledge thereof, advise the Chief of Police of the Municipality, in writing, of any and all claims made or threatened by any third party relating to and/or referring to the police officer employed by Employer when it relates to the police officer's secondary employment.

2. Employer knowingly waives and releases the Municipality and/or Municipal Affiliates from any and all claims, debts, dues and obligations of every kind and nature under the Illinois and United States Constitutions as well as under any federal or State statutes or laws, including but not limited to civil rights laws and workers' compensation laws as to any secondary employment. Employer further waives all remedies (including those which may be available under the Civil Rights Act) which are available to it for the violations of any of the terms of this Agreement, including but not limited to the equitable remedy of specific performance, and agrees not to seek injunctive relief of any sort. Employer covenants not to sue the Municipality and/or Municipal Affiliates for a violation of any provision or term of this Agreement.
3. The Employer agrees that the police officers of the Municipality, while working at a secondary employment, are employees of the Employer, and Employer is a separate and independent employer who has the right to control and direct the employee only to perform certain police and security related services, not only as to the result to be accomplished by the work, but also as to the details and means by which the result is to be accomplished. Employer agrees to be solely responsible for the payment of the police officer's wages. During the hours of the secondary employment, police officers are deemed to be exclusively employed by the Employer and are not employees, agents or officers of the Municipality. The Employer, however, agrees that no police officer engaged in secondary employment will be required to perform services that may be unlawful, demeaning to the police officer, potentially embarrassing to the Municipality or otherwise unrelated to police and security related services. No employment activity may be conducted which could adversely affect the confidence of the public in the police officer's reputation or his/her ability to act with integrity and impartiality in their employment as police officers. The Employer is paying for the services of the police officer but shall not dictate to the police officer concerning enforcement of laws. Employer hereby authorizes the Municipality's Chief of Police or his designee inspection of the business premises during business hours or when the police officer is working at the work site, including but not limited to inspection of the premises of the business and the work site of the off-duty police officer.
4. The Employer agrees that the Chief of Police of the Municipality may restrict any police officer from working secondary employment, and the Employer agrees that no police officer of the Municipality will be employed unless permitted by the Municipality's Chief

of Police. Employer agrees to immediately report to the Municipality's Chief of Police any accidents or injuries suffered by the police officer in the course of secondary employment. The Employer agrees to submit a schedule of hours worked, or to be worked, to the Municipality's Chief of Police upon his written request. The Employer may be required to verify the hours worked and hourly pay rate of each police officer employed. Only monetary payment will be accepted for secondary employment. There shall be no exchange of goods or services. If requested by the Municipality's Chief of Police, Employer shall immediately deliver to the Municipality any and all records, documents or reports of any kind which relate or refer or are associated directly or indirectly with the police officer's employment with the Employer.

5. The Employer agrees that insurance shall be procured and maintained to protect the police officers of the Municipality and the Municipality in the performance of secondary employment, and that such insurance policies shall have contractual liability coverage pertaining to the provisions of this Agreement. The insurance coverage shall cover civil and constitutional rights, assault and battery, false arrest, false imprisonment, malicious prosecution, libel and slander, among other things. The Municipality and the police officer shall be named as additional insureds on said policy and copies of the declarations, the policy, the endorsements, including the additional insured endorsement naming the Municipality and the police officer, and a certificate of insurance shall be provided within thirty (30) calendar days following the execution of this Agreement. In the event that copies of the foregoing insurance documents are not provided within thirty (30) calendar days of the execution of this Agreement, all secondary employment for the Employer shall cease until the foregoing insurance documents evidencing coverage of the Municipality and the police officer are provided to the Municipality.
6. This Agreement has been made and delivered in Illinois and shall be construed according to and governed by the internal laws of the State of Illinois without regard to its conflict of law rules. If any provision hereof shall be held invalid, prohibited or unenforceable under any applicable laws of any applicable jurisdiction, such invalidity, prohibition or unenforceability shall be limited to such provision and shall not affect or invalidate the other provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction, and, to that extent, the provisions hereof are severable. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.
7. Failure of the Municipality to require performance of any provision of this Agreement shall not affect the Municipality's right to require full performance thereof at any time thereafter, and the waiver by the Municipality of a breach of any provision of this Agreement shall not constitute or be deemed a waiver of a similar breach in the future, or any other breach, or nullify the effectiveness of such provisions of this Agreement. The rights and remedies of the Municipality of this Agreement are cumulative. The exercise or use of any one or more thereof shall not bar the Municipality from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise or use of any right or remedy by the Municipality waive any other right or remedy.

8. Employer will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the Municipality in enforcing the covenants and agreements of this Agreement if the Municipality is successful.
9. This Agreement may not be amended except by an addendum signed by both Parties, nor shall observance of any term of this Agreement be waived except with the written consent of the Municipality.
10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.
11. All provisions contained in this Agreement are severable, and the invalidity or unenforceability of any provisions shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.
12. Both the Municipality and the Employer retain the right to cancel this Agreement without cause upon ten (10) calendar days' written notice. Either Party may cancel this Agreement for cause upon three (3) calendar days' written notice. Provided, however, the duration of the indemnification hereunder shall be indefinite with respect to the existence of any liabilities incurred by the Municipality and/or Municipal Affiliates which arise or are alleged to arise during the course of the police officer's employment by the Employer.
13. The signatories for the Employer represent and certify that this Agreement has been authorized as an official act of the Employer and that no further action is necessary by the Employer to validate this Agreement and legally bind that Party to it.

IN WITNESS WHEREOF, this Agreement shall be in full force and effect as of the date the last of the Parties executes this Agreement, which date shall be set forth in the first paragraph of this Agreement.

VILLAGE OF MAYWOOD

_____ **(Employer Name)**

Name: _____
 Village Manager

Name: _____
 Title: _____

_____ Date

_____ Date

Name: _____
 Chief of Police

_____ Date

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love 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 AUTHORIZING THE VILLAGE MANAGER AND CHIEF OF POLICE
TO ENTER INTO SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENTS
ON A CASE-BY-CASE BASIS AND APPROVING THE USE OF
A TEMPLATE SECONDARY EMPLOYER INDEMNITY AND CONDITIONS AGREEMENT**

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 8th day of August, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 8th day of August, 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 August, 2023.

Tori-Love Garron, Village Clerk

[SEAL]



MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: August 2, 2023
RE: Ordinance Authorizing a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License for AWSB Holdings LLC d/b/a S2 Express Grill & Daquiri Bar to Operate a Full Service Restaurant With Video Gaming at the 1001 West Roosevelt Road Property

Per the request of Mayor / Local Liquor Control Commissioner Nathaniel George Booker, I have enclosed the following documents for review, consideration and action at the August 8, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

ORDINANCE AUTHORIZING THE CREATION AND ISSUANCE OF A CLASS "A-1" (FULL SERVICE RESTAURANT WITH VIDEO GAMING) LIQUOR LICENSE TO AWSB HOLDINGS LLC D/B/A S2 EXPRESS GRILL & DAQUIRI BAR AT 1001 WEST ROOSEVELT ROAD

AWSB Holdings LLC d/b/a S2 Express Grill & Daquiri Bar (the "Applicant") filed an Application for a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License with the Village Clerk's Office to conduct retail sales and service of alcoholic liquor and to allow for the consumption of alcoholic liquor as part of the operation of a full service restaurant located at the 1001 West Roosevelt Road property (the "Licensed Premises"). On July 25, 2023, pursuant to Section 117.21 (Applications for License) of the Maywood Village Code ("MVC" or "Liquor Control Ordinance"), the Maywood Local Liquor Control Commission ("Commission") conducted the required public hearing and then issued a recommendation finding that the Applicant is eligible to receive a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License under the applicable provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance. In addition, the Commission determined that the On-Site Manager is eligible to serve as an on-site liquor manager at the Licensed Premises. Maywood Local Liquor Control Commissioner Nathaniel George Booker participated in the July 24, 2023 public hearing and concurred with the findings and recommendations of the Commission.

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

Mike

Enclosure

cc: Tori-Love Garron, Village Clerk (w/ encl.)
James Krischke, Acting Village Manager (w/ encl.)
Layna Satchell, Finance Director (w/ encl.)
Acting Police Chief Theodore Yancy (w/ encl.)
Angela Smith, Director of Community Development (w/ encl.)
Michele Kitch, Business Attraction and Retention Coordinator / CD Department (w/ encl.)
Michael A. Marrs, KTJ (w/ encl.)

ORDINANCE NO. CO-2023- _____

**AN ORDINANCE AUTHORIZING THE CREATION AND ISSUANCE OF
A CLASS "A-1" (FULL SERVICE RESTAURANT WITH VIDEO GAMING) LIQUOR LICENSE
TO AWSB HOLDINGS LLC D/B/A S2 EXPRESS GRILL & DAQUIRI BAR
AT 1001 WEST ROOSEVELT ROAD**

WHEREAS, AWSB Holdings LLC d/b/a S2 Express Grill & Daquiri Bar (the "Applicant") filed an Application for a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License with the Village Clerk's Office to conduct retail sales and service of alcoholic liquor and to allow for the consumption of alcoholic liquor as part of the operation of a full service restaurant with video gaming located at the 1001 West Roosevelt Road property (the "Licensed Premises"); and

WHEREAS, on July 24, 2023, pursuant to Section 117.21 (Applications for License) of the Maywood Village Code ("MVC" or "Liquor Control Ordinance"), the Maywood Local Liquor Control Commission ("Commission") conducted the required public hearing in accordance with a public hearing notice sent by or on behalf of the Applicant to all occupants of properties within 350 feet of the lot line of the premises for which the license is sought and then issued a recommendation finding that the Applicant is eligible to receive a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License under the applicable provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance. In addition, the Commission determined that the On-Site Manager is eligible to serve as an on-site liquor manager at the Licensed Premises; and

WHEREAS, Nathaniel George Booker, Maywood Local Liquor Control Commissioner ("Commissioner"), has reviewed the Application and attended the July 10, 2023 public hearing before the Commission and likewise finds that the Applicant is eligible to receive a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License under the applicable provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance for its stated, intended purpose of conducting retail sales and service of alcoholic liquor and allowing on-site consumption of alcoholic liquor as part of the operation of a full service restaurant with video gaming located at the Licensed Premises. The Commissioner also finds that the Applicant's On-Site Manager is eligible to serve as an on-site liquor manager at the Licensed Premises.

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 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 Creation of Liquor License for Applicant. Pursuant to Chapter 117, Section 117.23(A) of the Maywood Village Code, the President and Board of Trustees of the Village of Maywood authorize the creation of a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License for the purpose of allowing the Local Liquor Control Commissioner, in his/her discretion, to issue a Class "A-1" Liquor License to the Applicant, AWSB Holdings LLC d/b/a S2 Express Grill & Daquiri Bar, to permit the Applicant to conduct retail sales and service and consumption of alcoholic liquors, as part of the operation of a full service restaurant with video gaming located at the Licensed Premises. The

President and Board of Trustees of the Village of Maywood authorize the creation of a Class “A-1” Liquor License for its issuance by the Local Liquor Control Commissioner, in his/her discretion, to the Applicant for the limited purposes stated in this Ordinance, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 3.

SECTION 3: Authorization of Issuance of Liquor License to Applicant; Conditions. The issuance of a Class “A-1” Liquor License to the Applicant for the Licensed Premises is subject to the discretion of the Local Liquor Control Commissioner and compliance with the following conditions:

- A. **Retail Sales, Service, Possession, Consumption of Alcohol; Hours of Operation.** Retail sales and service and possession and consumption of alcoholic beverages shall be allowed only on the Licensed Premises in accordance with the applicable provisions of Chapter 117 (Alcoholic Beverages) of the MVC, including each of the subsections of Section 117.23(A-1) of the MVC, and shall be **permitted only during the authorized times as set forth in Section 117.41(A) (Hours of Operation – Class “A” Liquor License) of the MVC: Regular Closing Hours (Mondays through Sundays, commencing at 11:00 a.m. until 11:00 p.m., with extended hours from 11:00 p.m. on New Year's Eve Day to 2:00 a.m. on New Year's Day).** It shall be illegal to sell, serve, possess or consume alcoholic beverages in violation of the provisions set forth in this Ordinance. At no time, unless expressly authorized by a separately approved and issued Class J (Outdoor Liquor Café) Liquor License, shall any alcoholic liquor be sold or served to, or consumed by, any patron located in or on any outdoor sidewalk cafe or outdoor sitting area operated by the Applicant in conjunction with the operation of its restaurant located at the Licensed Premises.
- B. **On-Site Manager.** There shall be an on-site manager, who has applied to the Village and is qualified to serve in such capacity under the Village’s Liquor Control Ordinance, physically present within the Licensed Premises at all times that alcoholic liquor is being sold or served or consumed. Each proposed on-site manager shall file with the Village a completed Supplemental Liquor Application, signed by the proposed on-site manager, that satisfies the liquor license eligibility and application requirements of Chapter 117 (Alcoholic Beverages) of the MVC. The proposed on-site manager(s) must satisfactorily pass the required criminal background check and the required Village staff investigations. Copies of the Supplemental Liquor Application, criminal background check report and Village staff investigation reports shall be submitted to the Commissioner and the Village Attorney for review.
- C. **State and Village Licenses; Payment of Fees.** Prior to commencing retail sales and service of alcoholic liquor or allowing any consumption of alcoholic liquor at the restaurant, the Applicant shall provide to the Local Liquor Control Commissioner evidence of issuance of all required State and Village licenses and payment of all required license fees, including a State liquor license or similar approval and each of the required Village business licenses. To be eligible for a renewal of the Class “A-1” (Full Service Restaurant With Video Gaming) Liquor License, the Applicant shall pay all required license renewal fees, shall not owe the Village any debts, and shall be in full compliance with the applicable provisions of the MVC and other applicable laws and regulations.
- D. **BASSET / TIPS Training.** The Applicant shall comply with the beverage, alcohol sellers and servers education and training (BASSET) requirements of Section 117.28 of the MVC.

- E. Insurance and Indemnification. The Applicant shall comply with the insurance and indemnification requirements of Section 117.57 of the MVC.
- F. Meetings with the Commissioner. The Applicant shall meet periodically with the Local Liquor Control Commissioner, at his/her request, to discuss the retail sale, service and consumption of alcoholic liquor in conjunction with the restaurant operation at the Licensed Premises and shall provide the Commissioner with information relative to its operations upon request.
- G. Compliance with the Maywood Liquor Control Ordinance, the MVC and the Illinois Liquor Control Act of 1934. The Applicant and its on-site manager(s) shall comply with all of the applicable provisions of (a) the MVC, including, without limitation, (b) the Liquor Control Ordinance as well as the regulations for a Class "A-1" Liquor License, (c) the Illinois Liquor Control Act of 1934 (235 ILCS 5/1-1), as amended, (d) the Video Gaming Act (230 ILCS 40/), as amended, and (e) all other applicable State laws and regulations including the State laws governing the retail sale, service and consumption of alcoholic liquor, the conditions set forth in this Ordinance and any other conditions or regulations imposed from time to time by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.
- H. Compliance with Other Laws. The Applicant and its representatives shall comply with the applicable provisions of County and State law and the MVC, including but not limited to the Fire Prevention Code, the Plumbing Code, the Building Code, the Property Maintenance Code, the Illinois Accessibility Code and the Zoning Code.
- I. Suspension; Revocation; Termination. The Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License issued to the Applicant may be suspended or revoked or terminated by action of the Village Board or by the Local Liquor Control Commissioner in the event of a violation of the Liquor Control Ordinance or any of the provisions of the Ordinance or as otherwise provided for in the MVC.
- J. Issuance of Village Occupancy Permit. The Applicant shall obtain a certificate of occupancy from the Village for the Licensed Premises, *which is currently being remodeled*. The occupancy permit shall only be issued in the event that the Licensed Premises is constructed in accordance with the applicable provisions of the MVC and in substantial conformance with the Applicant's Village-approved construction plans, which are on file with the Village's Building & Code Department and are incorporated into this Ordinance by reference.
- K. Issuance of Liquor License; Extension of Time; Termination of Liquor License. If, within ninety (90) days of the approval date of this Ordinance, the Local Liquor Control Commissioner has not issued the Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License to the Applicant or advised in writing of his/her intention to issue the Class "A-1" Liquor License upon satisfaction of one or more conditions (e.g., issuance of an occupancy permit), then this Ordinance shall automatically become null and void without any further action or notice by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.
- L. Additional Regulations. The President and Board of Trustees or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions in the

interest of public safety relative to its retail sale, service and consumption of alcoholic liquor any time during the initial license year or any time thereafter when a renewal license is in effect.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by law.

ADOPTED this 8th day of August, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me as Village President this 8th day of August, 2023, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

Published by me in pamphlet form this ____ day of August, 2023.

Tori-Love Garron Village Clerk

**ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT
AWSB HOLDINGS LLC D/B/A S2 EXPRESS GRILL & DAQUIRI BAR
FOR A CLASS "A-1" (FULL SERVICE RESTAURANT WITH VIDEO GAMING) LIQUOR LICENSE
FOR THE RETAIL SALE, SERVICE AND ON-PREMISES CONSUMPTION OF ALCOHOLIC LIQUOR
AT THE 1001 WEST ROOSEVELT ROAD PROPERTY**

I, the undersigned Liquor License Applicant, agree to comply with and fulfill each and every term, condition and obligation set forth above in the Ordinance granting a Class "A-1" (Full Service Restaurant With Video Gaming) Liquor License for the following Licensed Premises: 1001 WEST ROOSEVELT ROAD PROPERTY.

Liquor License Applicant

By: _____

Name: _____

Title: Applicant – Member

Date: _____, 2023

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love Garron, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. CO-2023- _____

**AN ORDINANCE AUTHORIZING THE CREATION AND ISSUANCE OF
A CLASS "A-1" (FULL SERVICE RESTAURANT WITH VIDEO GAMING) LIQUOR LICENSE
TO AWSB HOLDINGS LLC D/B/A S2 EXPRESS GRILL & DAQUIRI BAR
AT 1001 WEST ROOSEVELT ROAD**

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 8th day of August, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 8th day of August, 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 August, 2023.

Tori-Love Garron Village Clerk

[SEAL]

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael A. Marrs
DATE: August 2, 2023
RE: Ordinance Amending Chapter 117 (Alcoholic Beverages), Title XI (Business Regulations) of the Maywood Village Code Regarding Liquor License Transfers

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

AN ORDINANCE AMENDING CHAPTER 117 (ALCOHOLIC BEVERAGES), TITLE XI (BUSINESS REGULATIONS), SECTION 117.21 (APPLICATIONS FOR LICENSE) AND SECTION 117.27 (TRANSFER OF LICENSE) OF THE MAYWOOD VILLAGE CODE REGARDING LIQUOR LICENSE TRANSFERS

In 2008, the Village Board of Trustees made revisions to the Village's Liquor Code to require Class B Package Store liquor licensees operating as a liquor store to have a minimum of 10,000 square feet of retail floor space (the "2008 Liquor Code Change"). Those existing Class B Package Liquor licensees at the time of the 2008 Liquor Code Change who did not meet the new requirements were allowed to continue in business, assuming all Code requirements other than the minimum square footage continued to be complied with.

Section 117.27(C) of the Maywood Village Code provides that, subject to certain exceptions, when the licensee is a partnership or a corporation whose stock is not publicly traded on a recognized stock exchange, the license shall terminate whenever 50% or more of the ownership interest therein changes from that shown on the original license application (the "50% Rule"). Since 2008, at the request of various liquor store owners, the Board of Trustees has added certain generally applicable exceptions to the 50% Rule (the "50% Rule Exceptions"). The 50% Rule Exceptions have been used a number of times, and have proved to be difficult to administer, with the result that, fifteen (15) years after the 2008 Liquor Code Change, several liquor stores of less than 10,000 square feet remain in operation despite a number of ownership changes having occurred.

The enclosed Ordinance deletes the various 50% Rule Exceptions that had been added to the Village Code since 2008. Going forward, the elimination of the Exceptions should result in the eventual closing of any liquor stores of less than 10,000 square feet within the Village.

The Ordinance was reviewed by the Maywood Local Liquor Control Commission at its meeting of July 24, 2023, and was unanimously recommended for approval.

If there are any questions, please contact me.

Michael

Enclosure

cc. Tori-Love Garron, Village Clerk (w/ encl.)
James Krischke, Acting Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
Connie Thompkins, Deputy Village Clerk (w/ encl.)
Michael A. Marrs, Village Attorney (w/ encl.)

(additions to existing text marked with **underlining**;
deletions to existing text marked using **strikethrough**)

ORDINANCE NO. CO-2023-

**AN ORDINANCE AMENDING CHAPTER 117 (ALCOHOLIC BEVERAGES),
TITLE XI (BUSINESS REGULATIONS), SECTION 117.21 (APPLICATIONS FOR LICENSE)
AND SECTION 117.27 (TRANSFER OF LICENSE) OF THE MAYWOOD VILLAGE CODE
REGARDING LIQUOR LICENSE TRANSFERS**

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, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Liquor Control Act of 1934 (235 ILCS 5/1-1) (the "Act") grants to the Village the power, by general ordinance or resolution, to determine, among other things, the number, kind and classification of licenses for sale at retail of alcoholic liquor not inconsistent with the Act, and to establish such further regulations and restrictions upon the issuance of and operations under local licenses not inconsistent with law as the public good and convenience may require, including regulations relative to transfers of liquor licenses; and

WHEREAS, in 2008, the Village Board of Trustees made revisions to the Village's Liquor Code to require Class B Package Store liquor licensees operating as a liquor store to have a minimum of 10,000 square feet of retail floor space (the "2008 Liquor Code Change"); and

WHEREAS, those existing Class B Package Liquor licensees at the time of the 2008 Liquor Code Change who did not meet the new requirements were allowed to continue in business assuming all Code requirements other than the minimum square footage continued to be complied with; and

WHEREAS, Section 117.27(C) of the Maywood Village Code provides that, subject to certain exceptions, when the licensee is a partnership or a corporation whose stock is not publicly traded on a recognized stock exchange, the license shall terminate whenever 50% or more of the ownership interest therein changes from that shown on the original license application (the "50% Rule"); and

WHEREAS, since 2008, the Board of Trustees has added certain generally applicable exceptions to the 50% Rule (the "50% Rule Exceptions"); and

WHEREAS, the 50% Rule Exceptions have been used a number of times, and have proved to be difficult to administer, with the result that fifteen (15) years after the 2008 Liquor Code Change, several liquor stores of less than 10,000 square feet remain in operation despite a number of ownership changes having occurred; and

WHEREAS, the Village Board of Trustees finds it to be in the best interests of the Village at this time to eliminate the 50% Rule Exceptions through the Code amendments set forth below.

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 117.21 (Applications For License), Chapter 117 (Alcoholic Beverages), Title XI (Business Regulations) of the Maywood Village Code, as amended, shall be further amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

“§117.21 APPLICATIONS FOR LICENSE.

(A) (1) Applications for such licenses shall be made to the Local Liquor Control Commissioner of the Village, in writing, and under oath on forms provided by the Village Clerk.

(2) The following persons are required to file a completed Liquor License Application with the Village Clerk: any applicant seeking issuance of a new license, any applicant seeking to renew an existing liquor license, or any person seeking to acquire ownership in an entity currently possessing a valid liquor license.

(B) Except for temporary liquor license applications (Class C and E licenses), the Village Clerk shall schedule a public hearing before the Liquor Control Commission on each completed application for liquor license that seeks the issuance of a license for premises for which no liquor license of the same class has been issued within the preceding 1 year or for each completed application by a prospective new licensee for premises which already has a current liquor license. ~~A public hearing is also required for a transfer pursuant to § 117.27(J).~~

(1) The applicant for a liquor license that is subject to a public hearing by the Local Liquor Control Commission must give written notice to all occupants of properties within 350 feet of the lot line of the premises for which the license is sought, of the date, time, place and purpose of the hearing. The notice shall also state the name of the applicant, the address of the premises for which the applicant is seeking to have a liquor license issued, the type of liquor license applied for and the hours during which it is proposed that liquor will be sold on the premises if a license is issued. At least five (5) days prior to the meeting date, the notices shall be mailed or personally delivered by the applicant in envelopes to the "current owner/occupant" at each common property address, as assigned by the United State Postal Service, located within 350 feet of the lot line of the premises for which the license is sought. At the hearing, the applicant shall be required to provide an affidavit of delivery as evidence that he or she complied with the above notice provisions.

(2) The Liquor Commissioner may, in his or her discretion, waive Local Liquor Control Commission review of applications for a temporary liquor license (Class C and E licenses). If such review is not waived, the temporary license shall be considered at a meeting of the Local Liquor Commission. For Class C and Class E temporary license applications where review is not waived, notice of the meeting at which the application shall be considered by the Local Liquor Control Commission shall be provided as set forth in § 117.23.

(C) The applicant for a license hereunder, and all persons he or she proposes to use or uses as managers and bartenders, shall be fingerprinted, and a complete set of fingerprints maintained on file with the Police Department.

(D) As part of the application process, the applicant shall be required to execute a sufficient number of "personal inquiry waiver" forms so as to allow the Liquor Commissioner to obtain information about the applicant, and information about businesses located outside the Village in which the applicant has an interest, from other jurisdictions and law enforcement agencies.

(E) The Village Clerk shall maintain a Liquor License Application Checklist to aid in processing of application. Upon receipt of a liquor license application, the Village Clerk shall complete the Clerk's portion of the Liquor License Application Approval Checklist and then circulate the Checklist to the Finance Director, Police Chief, Building/Zoning Officer, and the Fire Chief or Fire Inspector, who shall verify whether or not the Applicant and the premises are in compliance with the Village's liquor license regulations found at Chapter 117 (Alcoholic Beverages) and the business license regulations found at Chapter 110 (Business Licenses). The Police Chief will perform a background check on the applicant and the Department Directors will perform compliance reviews. After completion, the Checklist will be returned to the Local Liquor Control Commissioner and the Local Liquor Control Commission for further action on the application."

SECTION 3: Code Amendments. Section 117.27 (Transfer of License), Chapter 117 (Alcoholic Beverages), Title XI (Business Regulations) of the Maywood Village Code, as amended, shall be further amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

"§ 117.27 TRANSFER OF LICENSE.

(A) A license shall be purely a personal privilege, good for not to exceed 1 year after issuance unless sooner revoked as provided in this chapter, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. Except as provided in division (B) of this section, such license shall not descend by the laws of testate or intestate devolution, but shall cease upon the death of the licensee; provided, however, that executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee, when such estate consists in part of alcoholic liquor under order of the appropriate court, may exercise the privileges of the deceased or insolvent or bankrupt's license after the death of such decedent, or such insolvency or bankruptcy until the expiration of such license but not longer than six (6) months after the death, bankruptcy or insolvency of such licensee.

(B) (1) A license may, upon the licensee's death, descend only to the licensee's spouse or children and in the event such licensee is not survived by a spouse or child then to the licensee's mother or father; provided, however, any such survivor must possess the same qualifications required by the deceased licensee. The passage of a license pursuant to the terms of this subsection shall not require the payment of any fees.

(2) Nothing contained in this subsection shall create any vested or property right in any liquor license in any person whatsoever, nor shall it limit or restrict the right of the Village to at any time amend or repeal this subsection.

(C) Except as otherwise provided herein and in division (J), when the licensee is a partnership or a corporation whose stock is not publicly traded ~~on~~^{on} a recognized stock exchange, the license shall

terminate whenever 50% or more of the ownership interest therein changes from that shown on the original license application. Prior to a transfer of 50% or more of the ownership, the partnership or corporation, through its officers/partners, shall submit a complete application and the required fees for the issuance of a new license, as provided herein, and said application is subject to approval by the Board of the Trustees and the Local Liquor Control Commissioner, in their sole discretion, and such approval is necessary for the new corporate ownership to sell and/or serve alcoholic beverages; ~~however, the provisions of this subsection shall not apply where the transfer of an ownership interest is made to an owner shown on the original license application who owned 25% or more of the ownership interest of such partnership or corporation at the time the original license application was approved by the Village and the owner is still eligible to hold a liquor license. Eligibility for a transfer of ownership interest pursuant to this exception shall be determined by submission of a completed liquor license application to the Local Liquor Control Commission for review as to the owners continuing eligibility to hold a liquor license. The Commission shall make a recommendation to the Local Liquor Control Commissioner regarding such eligibility. After receiving such recommendation, the Commissioner shall determine whether the owner continues to be eligible under provisions of § 117.22 of this chapter and so advise the licensee in writing. In the event that the transfer of ownership requires the issuance of a new liquor license and the transfer of ownership occurs prior to the approval of the application, the new corporate ownership shall be prohibited from selling and/or serving alcoholic beverages at the applied for location until the application is approved by the Board of Trustees and the Local Liquor Control Commissioner and all required fees for the liquor license have been paid to the Village.~~

(D) When the licensee is a corporation whose stock is publicly traded on a recognized stock exchange, the license shall terminate whenever 50% or more of the membership of the Board of Directors of the corporation changes from that shown on the original license application, or whenever 1 person who was not shown as an owner of 50% or more of the ownership interest in the publicly-traded corporation at the time of the original liquor license application, becomes an owner of a 50% or more ownership interest in the publicly-traded corporation. In such event, the corporation, through its officers/Board of Directors, must make application for the issuance of a new license as provided in this chapter.

(E) When the licensee is a partnership or corporation, no change in ownership from that shown on the original application involving the addition of a new partner(s) of such partnership or a new shareholder(s) who will own in the aggregate more than 5% of the stock of such corporation, shall be effective until such proposed change in ownership has first been reported in writing to the Local Liquor Control Commissioner along with a completed liquor license application. Such application shall be submitted to the Liquor Control Commission for review as to the new partner or shareholder's eligibility to hold a liquor license. The Commission shall make a recommendation to the Local Liquor Control Commissioner regarding such eligibility. After receiving such recommendation, the Commissioner shall determine whether the proposed new partner(s) or shareholder(s) is/are eligible under the provisions of § [117.22](#) of this chapter and shall so advise the licensee of his or her determination in writing. Any change in ownership without complying with the terms hereof shall constitute grounds for a fine and/or the suspension or revocation of the liquor license issued to such partnership or corporation.

(F) When the licensee is a corporation whose stock is publicly traded on a recognized stock exchange, no change in the membership of the Board of Directors of the corporation from that shown on the original application involving the addition of a new Director of such corporation shall be effective until

such proposed change in Directors has first been reported in writing to the Local Liquor Control Commissioner and the Commissioner finds that the proposed new Director is not ineligible under the provisions of § 117.22 of this chapter and so advises the licensee in writing. Any change in the membership of the Board of Directors without complying with the terms hereof shall constitute grounds for a fine and/or suspension or revocation of the liquor license issued to such corporation.

(G) When the licensee is a partnership or corporation whose stock is not publicly traded on a recognized stock exchange, no change in ownership from that shown on the original application involving the withdrawal of any partner or shareholder shall be made without reporting such change in ownership in writing to the Local Liquor Control Commissioner within ten (10) days of any such change in ownership. Any such change in ownership made without complying with the terms hereof shall constitute grounds for a fine and/or the suspension or revocation of the liquor license issued to such partnership or corporation.

(H) When the licensee is a corporation whose stock is publicly traded on a recognized stock exchange, no change in the membership of the Board of Directors from that shown on the original application involving the withdrawal, removal or elimination of any Director shall be made without reporting such change in the membership of the Board of Directors in writing to the Local Liquor Control Commissioner within ten (10) days of any such change. Any such change in the membership of the Board of Directors made without complying with the terms hereof shall constitute grounds for a fine and/or the suspension or revocation of the liquor license issued to such corporation.

(I) (1) In the event that a liquor license is granted to a corporation which issues franchises relative to its business locations, the liquor license issued to the corporation may be transferred to an authorized franchisee, notwithstanding any other provision of the Code, provided the following conditions are met:

(a) The appropriate application fee, as set forth in § 117.22 of this chapter, is paid, and submitted with an original liquor license application, by the franchisee.

(b) The franchisee qualifies for a liquor license in accordance with the provisions of this chapter.

(c) The corporation and franchisee submit written documentation to the Village evidencing the issuance of a franchise to the franchisee at the licensed location.

(d) The transfer request occurs within 180 days of the approval of the issuance of the liquor license to the corporation. Upon petition of the corporation, the Board of Trustees may grant an extension of the 180 days limitation upon a showing of good cause as to why the transfer could not occur within the initial 180-day period.

(2) Provided all the foregoing conditions are met, the liquor license may be transferred to the franchisee upon payment of transfer fee which shall be calculated based on the following formula:

$$\begin{array}{l} \text{Renewal Fee for the} \\ \text{Particular Class of License} \\ \text{Transfer Fee} \\ \text{as per § 117.22} \end{array} \times \begin{array}{l} \text{Number of days left} \\ \text{in the license year} \end{array} = \underline{\text{Total Fee}}$$

(3) If at any time after the transfer of the liquor license to the franchisee there is a change in the franchisee, it shall be the obligation of the corporation and the original franchisee to report the change, within ten (10) days after it occurs, to the Local Liquor Control Commissioner, and the new franchisee shall be required to apply for a new liquor license.

~~—(1) (1) Notwithstanding division (C) above, an existing Class B license may be transferred without the issuance of a new license in the event of a change in ownership interest of 50% or more from that shown on an original or the most recent Class B (package store) liquor license application or renewal application, so long as all of the following conditions are met:~~

~~—(a) The licensee is a partnership or a corporation whose stock is not publicly traded on a recognized stock exchange;~~

~~—(b) The individual or individuals who will acquire an interest of 50% or more (the “acquiring owner(s)”) has or have had an ownership interest, either individually or collectively, in the licensee of greater than 25% but less than 50% for at least 12 months prior to the transfer and is otherwise still eligible to hold a liquor license under this Code;~~

~~—(c) There have been no documented sales to minors or underage tobacco sales at the licensed premises in the past 12 months;~~

~~—(d) There have been no property maintenance citations issued against the licensed premises in the past 12 months;~~

~~—(e) Enhanced security measures in the form of documented improvements to existing security systems or new security installations at the licensed premises have been made in the past 12 months;~~

~~—(f) There have been exterior and/or interior improvements (e.g., new siding, facade, windows and doors, etc.) to the licensed premises and/or related property (e.g., rehabilitation or installation of new parking lot surface, on-site landscaping, etc.) in the past 12 months;~~

~~—(g) Law enforcement confirms that during the previous 12 months, there have been no significant problems at the licensed premises or, at a minimum, a significant decrease in the number of law enforcement response calls to the licensed premises. Such decrease may be based on police reports and calls, as well as on the Police Department’s experiences relative to the licensed premises. Increases in calls made by the licensee and employees themselves shall not be counted against the licensee, so long as the increases are indicative of increased cooperation with the Police Department by licensee and employees to reduce loitering and other criminal activity at or near the licensed premises; and~~

~~—(h) The transferee is in compliance with all other applicable Village Code provisions, including Chapter 110 (Business Licenses) and the Village Manager, Chief of Police and Building Director all confirm in writing to the Board of Trustees that they each have no objection to the license transfer.~~

~~—(2) Transfers pursuant to this subsection are subject to the following review and approval process. The licensee shall submit a completed liquor license application seeking a transfer pursuant to this subsection, which shall then be forwarded to the Local Liquor Control Commission for a public hearing with notice pursuant to § 117.21 regarding the eligibility of the transferee and a recommendation to the Local Liquor Control Commissioner as to whether the various requirements in this subsection have been~~

~~met. Should the Local Liquor Control Commissioner, upon receipt of such recommendation, then find that the requirements of this subsection have been met, a transfer pursuant to this subsection may be approved by the Board of Trustees by ordinance upon the favorable recommendation of the Local Liquor Control Commissioner.”~~

SECTION 4: 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 5: 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 8: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

ADOPTED this ___ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by the Village President and attested to by the Village Clerk on the same day, on the ___ day of _____, 2023.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

Published by me in pamphlet form this _____ day of _____, 2023.

Tori-Love Garron, Village Clerk

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love Garron, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, 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. CO-2023-_____

**AN ORDINANCE AMENDING CHAPTER 117 (ALCOHOLIC BEVERAGES),
TITLE XI (BUSINESS REGULATIONS), SECTION 117.21 (APPLICATIONS FOR LICENSE)
AND SECTION 117.27 (TRANSFER OF LICENSE) OF THE MAYWOOD VILLAGE CODE
REGARDING LIQUOR LICENSE TRANSFERS**

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Board Meeting 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.

By: _____
Tori-Love Garron, Village Clerk

SEAL

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael A. Marrs
DATE: August 2, 2023
RE: Ordinance Amending Section 92.22 (Abatement of Nuisances) of the Maywood Village Code to Reduce the Ten-Day Notice Requirement to a Five-Day Notice

Per the request of Building and Code Director Walter Duncan, we have enclosed the following draft document for your review, consideration and action at an upcoming Combined Committee of the Whole Meeting / Special Village Board Meeting:

AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 92 (HEALTH AND SANITATION; NUISANCES), SECTION 92.22 (ABATEMENT OF PUBLIC NUISANCES) OF THE MAYWOOD VILLAGE CODE

Section 92.22 (Abatement of Nuisances) of the Village of Maywood Code of Ordinances currently requires that a property owner be given ten (10) days following notice of a nuisance to abate a nuisance before the Village takes action to abate the nuisance. The Illinois Municipal Code authorizes local authorities to define, prevent, and abate nuisances (65 ILCS 5/11-60-2). The enclosed Ordinance proposes to amend the provisions of the existing section in the Village Code chapter on abatement of nuisances to change the notice requirement from ten (10) days to five (5) days.

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.

Michael

Enclosure

cc: Tori Love-Garron, Village Clerk (w/ encl.)
James Kruschke, Acting Village Manager (w/ encl.)
Walter Duncan, Director of Code Enforcement (w/ encl.)
Michael T. Jurusik, Village Attorney (w/ encl.)

(additions to existing text marked with underlined text;
deletions to existing text marked using ~~strikethrough~~)

Draft 8.2.2023

ORDINANCE NO. CO-2023-_____

**AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS),
CHAPTER 92 (HEALTH AND SANITATION; NUISANCES)
SECTION 92.22 (ABATEMENT OF PUBLIC NUISANCES) OF THE MAYWOOD VILLAGE CODE**

WHEREAS, the Village of Maywood is a home rule municipality as defined by Article VII (Local Government), Section 6 (Powers of Home Rule Units) of the Illinois Constitution of 1970; and

WHEREAS, the Illinois Municipal Code authorizes local authorities to define, prevent, and abate nuisances (65 ILCS 5/11-60-2); and

WHEREAS, the Village of Maywood has set out its regulations for the abatement of nuisances in Section 92.22 (Abatement of Public Nuisances) of Chapter 92 (Health and Sanitation; Nuisances) of Title IX (General Regulations) of the Maywood Village Code; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to make certain amendments to Chapter 92 (Health and Sanitation; Nuisances) of Title IX (General Regulations) of the Maywood Village Code relating to the notice requirements for the abatement to nuisances, as set forth below (the "Code Amendments"); and

WHEREAS, pursuant to the home rule powers and statutory authority set forth in applicable provisions of the Illinois Compiled Statutes, including 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 of Maywood 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. Subsection (B)(2) of Section 92.22 (Abatement of Nuisances) of Chapter 92 (Health and Sanitation; Nuisances) in Title IX (General Regulations) is amended to read in its entirety as follows (additions to existing text marked with underlined text; deletions to existing text marked using strikethrough):

"92.22 ABATEMENT OF NUISANCES.

(B) The following shall be the procedure for the abatement of nuisances within the jurisdiction of the Village:

(2) *Contents of Notice.* The notice shall state the location and nature of the nuisance. It shall apprise the owner that if the nuisance is not abated within a specified number of days, the Village shall, at the expense of such owner, have such nuisance abated. ~~Ten~~Five days shall be such specified number indicated in the notice, unless otherwise stated in this Code, or the public health and safety require a shorter abatement period. The obligations of the owner are continuing obligations which are effective for one (1) year from the date of the notice, which date shall be the last date the notice was mailed or the date the notice was posted, whichever comes last.”

SECTION 3: Codifier to Make All Necessary Internal Amendments. To the extent necessary, all tables of contents, indexes, headings, text 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 ____ day of _____, 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 ____ day of _____, 2023.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of _____, 2023.

Tori-Love Garron, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love 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 Ordinance now on file in my Office, entitled:

ORDINANCE NO. CO-2023-_____

**AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS),
CHAPTER 92 (HEALTH AND SANITATION; NUISANCES)
SECTION 92.22 (ABATEMENT OF PUBLIC NUISANCES) OF THE MAYWOOD VILLAGE CODE**

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 8th day of August, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 8th day of August, 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.

Tori-Love Garron, Village Clerk

[SEAL]