



NOTICE AND AGENDA FOR
COMMITTEE OF THE WHOLE / SPECIAL VILLAGE BOARD MEETING
AND THE PUBLIC HEARING OF THE PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
TUESDAY, OCTOBER 10, 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.gov and nkornegay@maywood-il.gov 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, September 12, 2023.** 8
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 July 2023. 14
 - B. Financial Report in the amount of \$577,210.98 57
 - C. Warrant List #200542 dated October 5, 2023 in the amount of \$1,995,523.23 134
9. **Village President's Report**
 - A. Status Report regarding: 2023 Real Estate Tax Levy Approval Process and Adoption Schedule for 2023⁴ Tax Levy, 2023/2024 Budget Amendment Process and 2024/2025 Annual Budget Process. See, Village Attorney Memo dated October 4, 2023 from Village Attorney and copies of:
 - 1) KTJ Memorandum - TENTATIVE VILLAGE OF MAYWOOD FISCAL ADOPTION SCHEDULE FOR 2023

REAL ESTATE TAX LEVY AND 2024/2025 OPERATING BUDGET, dated October 4, 2023

- 2) RESOLUTION DETERMINING THE ESTIMATED VILLAGE OF MAYWOOD REAL ESTATE TAX LEVY FOR YEAR 2023
- 3) NOTICE OF PROPOSED REAL ESTATE TAX LEVY PUBLIC HEARING FOR THE VILLAGE OF MAYWOOD FOR YEAR 2023
- 4) AGENDA FOR TRUTH IN TAXATION PUBLIC HEARING ON THE PROPOSED 2023 REAL ESTATE TAX LEVY
- 5) ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 202223 TAX LEVY, with Certification of Compliance with Truth in Taxation Law

(No action to be taken on these documents at the October 10, 2023 COW/Special Village Board Meeting).

B. Status Report regarding: Approval of amendments to the Maywood Liquor Control Ordinance (Chapter 117 (Alcoholic Beverages) of Title XI (Business Regulations) of the Maywood Village Code) to Add a new Class Q (Fulfillment Center Alcoholic Liquor Package Sales And Delivery License) Liquor License to allow the Kroger Fulfillment Center located within the Village to take orders online, and then make home deliveries of alcoholic liquor and other products as allowed under the State Liquor Control Act of 1935. See, Village Attorney Memo dated October 4, 2023. (See, Ordinance listed below under the Omnibus Portion of the Agenda).

10. **Public Comments:**

11. **PUBLIC HEARING**

A. **Petitioner: CLEAR CHANNEL OUTDOOR, LLC**

Property Address: 1637 South 18th Avenue, Maywood, Illinois 60153. The proposed location of the billboard on the property is the northeast corner of the intersection of Harrison Street and 18th Avenue. PIN: 15-15-126-026.

Approval Sought: ORDINANCE APPROVING AN APPLICATION FROM CLEAR CHANNEL OUTDOOR, LLC FOR AN EAST-FACING ELECTRONIC BILLBOARD SIGN AT 1637 SOUTH 18TH AVENUE, MAYWOOD, ILLINOIS (NORTHEAST CORNER OF THE INTERSECTION OF HARRISON STREET AND 18TH AVENUE) 1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC HEARING

- Presentation by Applicant (Clear Channel Outdoor, LLC)
- Comments by Village Staff
- Questions by Village Board Members
- Questions and Public Comment by the Public
- Final Statement by Applicant
- Discussion and Recommendation by Village Board Members

4. ADJOURNMENT

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

A. Status Report regarding: Monthly Reports by Village Manager and Department Heads 178

B. Status Report regarding: Motion to Approve Estimate dated September 7, 2023 from Lino's Remodeling of Chicago, Illinois in the Amount of \$12,000.00 to Complete Ceiling Repairs to Garage Truck Bays No. 3 and No. 4 at Maywood Fire Station No. 1 at 700 St. Charles Road with a Bid Waiver (Five Contractors Inspected the Job Site and Only Two Competitive Quotes were Received).

C. Status Report regarding: Ratify of Three Invoices of Gino's Heating & Plumbing, Inc. of Broadview, Illinois in the total amount \$44,044.06 for September 2023 Emergency Water Main Repairs (Invoice No. 11333 dated September 16, 2023: \$12,093.83; Invoice No. 11334 dated September 17, 2023: \$28,407.90; and Invoice No. 11335 dated September 18, 2023: \$15,472.33) with a Bid Waiver. See, Acting Village Manager Memo dated October 10, 2023. (Motion listed below under the Omnibus Portion of the Agenda).

D. Status Report regarding: Approval of Proposal dated August 14, 2023 for Purchase of New Ambulance (Fire Department Recommendation: 2022 E350 Engine Wheeled Coach Unit from Emergency Vehicles Plus of Holland, Michigan at a cost of \$239,224.00 with a Bid Waiver. See, Acting Village Manager Memo dated October 10, 2023. (Motion listed below under the Omnibus Portion of the Agenda).

E. Status Report regarding: Approval of Updated version of Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") for the 2023 Green Infrastructure Alley Improvements Project, as requested by the MWRDGC. See, Memo dated October 4, 2023 from Klein, Thorpe and Jenkins, Ltd. (Resolution listed below under the Omnibus Portion of the Agenda).

F. Status Report regarding: Approval of Fifth Addendum to Professional Services Agreement with American Traffic Solutions, LLC d/b/a Verra Mobility authorizing a five-year term extension (January 1, 2023 through December 31, 2027 or five years from the installation date of a new "Camera System" as defined in the Agreement) of the current Agreement for the continuation of redlight camera services at certain intersections within the Village's jurisdiction. See, Village Attorney Memo dated October 4, 2023 from Village Attorney (Resolution listed below under the Omnibus Portion of the Agenda).

G. Status Report regarding: Approval of new Collective Bargaining Agreement for the employment of Part-time Police Officers who are members of Teamsters Local Union No. 700 (Term: May 1, 2023 Through April 30, 2027). See, Memo dated October 4, 2023 from Village Attorney (Resolution listed below under the Omnibus Portion of the Agenda).

H. Status Report regarding: Approval of an Ordinance for Change Order No. 4 to Master Services Agreement, Addendum To Agreement, Installment Payment Agreement And Statement Of Work with Impact Networking, LLC for Purchase and Installation of Additional IT Equipment for 200 South 5th Avenue Building for IT System Integration (Change Order Price: \$7,221.37).

I. Status Report regarding: Approval of Independent Contactor AGREEMENT FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES TO ASSIST THE PUBLIC WORKS AND WATER DEPARTMENT (Independent Contractor: Paul Dowd) to comply with IEPA Water System Requirements relating to Certified Responsible Water Operators. See, Acting Village Manager Memo dated September 28, 2023 and Village Attorney Memo dated October 4, 2023. (Resolution listed below under the Omnibus Portion of the Agenda).

J. Status Report regarding: Approval of Illinois Housing Development Authority's Strong Communities Program Grant (Round 2) in an amount not to exceed \$464,000 for use within the Village to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned

properties. See, Village Attorney Memo dated October 4, 2023. (Resolution listed below under the Omnibus Portion of the Agenda).

K. Status Report regarding: Approval of Intergovernmental Agreement for Multi-Jurisdictional Drug, Gang and West Suburban Special Response Team. See, Village Memo dated September 28, 2023 from Acting Police Chief and Village Attorney Memo dated October 4, 2023. (Resolution listed below under the Omnibus Portion of the Agenda).

L. Status Report regarding: Approval of Brycer / The Compliance Engine Program Letter Agreement for Tracking of Fire Inspections, Testing and Maintenance of Fire Detection and Suppression Systems. See, Village Memo dated September 29, 2023 from Fire Chief and Village Attorney Memo dated October 4, 2023. (Resolution listed below under the Omnibus Portion of the Agenda).

13. Village Attorney Report:

A. Status Report regarding: Approval of a Cook County Class 6(b) Real Estate Tax Incentive Designation for A.V.W. Equipment Co., Inc. for the Property located at 136 South 8th Avenue (PIN 15-11-145-048-0000). See, Memo dated October 4, 2023 from Klein, Thorpe and Jenkins, Ltd. (Resolution listed below under the Omnibus Portion of the Agenda).

B. Status Report regarding: Approval of a Final Plat of Subdivision (Consolidation for National Cycle Property) and Dedication of new portion of Wilcox Street from 19th Avenue to 21st Avenue). See Village Attorney Memo dated October 4, 2023. (See, Resolution listed below under the Omnibus Portion of the Agenda).

C. Status Report regarding: Withdrawal Of All Funds From And Close Out Of Chicago Title Insurance Company Escrow Number 2 (Escrow Account Number 201454330) For The Expenditure Of St. Charles Road Tax Increment Financing Redevelopment Project Area Funds For Payment Of Illinois Department Of Transportation Invoice No. 125405 In The Amount Of \$353,024.47 To Pay The Village's Share To Complete The Maywood Train Station Project, And Approving The Close Out Of The St. Charles Road Tax Increment Financing Redevelopment Project Area Fund and Declaring No Surplus TIF Funds Available For Transfer To The Cook County Treasurer For Redistribution Among The Taxing Bodies. (Escrow Number 2 For Village Train Station Project). See, Village Attorney Memo dated October 4, 2023. (See, Ordinance listed below under the Omnibus Portion of the Agenda).

D. Status Report regarding: Approval of a Donation Agreement for Property Located at 1916–1920 Madison Street (Fese). See Village Attorney Memo dated October 4, 2023. (Resolution listed below under the Omnibus Portion of the Agenda).

14. Trustee Committee Reports:

A. Community Policing & Public Safety Committee: No Report

B. Engagement & Communications Committee: No Report.

C. Fiscal Accountability & Government Transparency Committee: Update on Completion and Delivery to Village by Village Auditor Baker Tilly of:

1. **Fiscal Year 2021 Comprehensive Financial Audit Report.**
2. **Fiscal Year 2021 Audit for Madison Street – Fifth Avenue TIF District.**
3. **Fiscal Year 2021 Audit for Roosevelt Road TIF District.**
4. **Fiscal Year 2021 Audit for St. Charles Road TIF District**

D. Infrastructure & Sustainability Committee: No Report

E. Ordinance & Policy Committee: No Report

F. Planning & Development Committee: No Report

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

16. **Omnibus Agenda Items:**

A. Motion to Approve the Monthly Financial Report in the amount of \$577,210.98

B. Motion to Approve the Warrant List #200542 dated October 5, 2023 in the amount of \$1,995,523.23

C. Motion to Ratify Three Invoices of Gino's Heating & Plumbing, Inc. of Broadview, Illinois in the total amount \$44,044.06 for September 2023 Emergency Water Main Repairs (Invoice No. 11333 dated September 16, 2023: \$12,093.83; Invoice No. 11334 dated September 17, 2023: \$28,407.90; and Invoice No. 11335 dated September 18, 2023: \$15,472.33) with a Bid Waiver.

D. Motion to Approve Estimate dated September 7, 2023 from Lino's Remodeling of Chicago, Illinois in the Amount of \$12,000.00 to Complete Ceiling Repairs to Garage Truck Bays No. 3 and No. 4 at Maywood Fire Station No. 1 at 700 St. Charles Road with a Bid Waiver 202

E. Motion to Approve Proposal dated August 14, 2023 for Purchase of New Ambulance (Fire Department Recommendation: 2022 E350 Engine Wheeled Coach Unit from Emergency Vehicles Plus of Holland, Michigan at a cost of \$239,224.00 with a Bid Waiver 214

F. ORDINANCE AUTHORIZING THE WITHDRAWAL OF ALL FUNDS FROM AND CLOSE OUT OF CHICAGO 227 TITLE INSURANCE COMPANY ESCROW NUMBER 2 (ESCROW ACCOUNT NUMBER 201454330) FOR THE EXPENDITURE OF ST. CHARLES ROAD TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUNDS FOR VARIOUS ELIGIBLE TIF IMPROVEMENT PROJECTS APPROVED UNDER ORDINANCE NO. CO-2013-47, INCLUDING PAYMENT OF ILLINOIS DEPARTMENT OF TRANSPORTATION INVOICE NO. 125405 IN THE AMOUNT OF \$353,024.47, FOR THE VILLAGE'S SHARE TO COMPLETE THE MAYWOOD TRAIN STATION PROJECT, AND APPROVING THE CLOSE OUT OF THE ST. CHARLES ROAD TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND AND DECLARING THAT NO SURPLUS FUNDS ARE AVAILABLE FOR TRANSFER TO THE COOK COUNTY TREASURER FOR REDISTRIBUTION AMONG THE TAXING BODIES (ESCROW NUMBER 2 FOR VILLAGE TRAIN STATION PROJECT)

G. RESOLUTION APPROVING A DONATION AGREEMENT FOR PROPERTY LOCATED AT 1916-1920 MADISON STREET (FESE).

H. ORDINANCE AMENDING CERTAIN PROVISIONS OF CHAPTER 117 (ALCOHOLIC BEVERAGES) OF TITLE XI (BUSINESS REGULATIONS) OF THE LIQUOR CONTROL ORDINANCE OF THE MAYWOOD VILLAGE CODE TO ADD A NEW CLASS Q (FULFILLMENT CENTER ALCOHOLIC LIQUOR PACKAGE SALES AND DELIVERY LICENSE) LIQUOR LICENSE FOR THE SALE AND DELIVERY OF ALCOHOL BY FULLFILLMENT CENTERS 246

I. A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION (NATIONAL CYCLE CONSOLIDATION), AND DEDICATION OF PUBLIC RIGHT OF WAY (WILCOX STREET, FROM 19TH TO 21ST AVENUE) 252

J. ORDINANCE APPROVING AN APPLICATION FROM CLEAR CHANNEL OUTDOOR, LLC FOR AN EAST-FACING ELECTRONIC BILLBOARD SIGN AT 1637 SOUTH 18TH AVENUE, MAYWOOD, ILLINOIS (NORTHEAST CORNER OF THE INTERSECTION OF HARRISON STREET AND 18TH AVENUE) 254

K. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS (COST 266

SHARING FOR 2023 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT)

L. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS FOR JOHN WEST 457

M. RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 700 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (TERM: MAY 1, 2023 THROUGH APRIL 30, 2027). 468

N. RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A FIFTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND AMERICAN TRAFFIC SOLUTIONS, LLC, NOW KNOWN AS VERRA MOBILITY CORP., RELATIVE TO FIVE YEAR TERM EXTENSION FOR THE CONTINUATION OF AN AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM AT CERTAIN INTERSECTIONS WITHIN THE VILLAGE (Term: January 1, 2023 to December 31, 2027) 521

O. RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF CHANGE ORDER NO. 4 TO MASTER SERVICES AGREEMENT, ADDENDUM TO AGREEMENT, INSTALLMENT PAYMENT AGREEMENT AND STATEMENT OF WORK WITH IMPACT NETWORKING, LLC FOR PURCHASE OF IT EQUIPMENT (Purchase and Installation of IT Equipment for the 200 South 5th Avenue Building for IT System Integration; Change Order Price \$7,221.37). 541

P. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES TO ASSIST THE PUBLIC WORKS AND WATER DEPARTMENT (Independent Contractor: Paul Dowd) 562

Q. RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S STRONG COMMUNITIES PROGRAM (ROUND 2) 598

R. RESOLUTION AUTHORIZING AND CONSENTING TO A COOK COUNTY CLASS 6b PROPERTY TAX RATE INCENTIVE DESIGNATION FOR THE REAL PROPERTY COMMONLY KNOWN AS 136 SOUTH 8TH AVENUE, MAYWOOD, ILLINOIS AND IDENTIFIED AS PROPERTY INDEX NUMBER: 15-11-145-048-0000 (A.V.W. EQUIPMENT CO., INC.) 618

S. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT CONCERNING THE SHARING OF POLICE SERVICES, PERSONNEL, EQUIPMENT AND RESOURCES THROUGH A MULTI-JURISDICTIONAL DRUG, GANG AND WEST SUBURBAN SPECIAL RESPONSE TEAM 699

T. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LETTER AGREEMENT AND ITS TERMS AND CONDITIONS EXHIBIT FOR VILLAGE IMPLEMENTATION OF THE BRYCER / THE COMPLIANCE ENGINE PROGRAM FOR TRACKING OF FIRE INSPECTIONS, TESTING AND MAINTENANCE OF FIRE DETECTION AND SUPPRESSION SYSTEMS 716

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

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

19. **Board of Trustee Comments:**

20. **For Discussion Only Items:**

21. **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)).

22. 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
BOARD OF TRUSTEES
COMBINED COMMITTEE OF THE WHOLE MEETING / SPECIAL BOARD MEETING MINUTES
TUESDAY SEPTEMBER 12, 2023

Call to Order

The Village of Maywood Board of Trustees Combined Committee of the Whole Meeting and Special Board Meeting of Tuesday, September 12, 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 Nykita Kornegay, Village Deputy Clerk, 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:

LaSondra Banks, Community Engagement Manager
Craig Bronaugh Jr., Chief of the Fire Department
Walter Duncan, Building and Code Enforcement Director
James Ellexson, Director of Human Resources
Amber Forte, Zoning and Planning Coordinator
Tori Love Garron, Acting Village Clerk
Michael Jurusik, Village Attorney
James Krischke, Village Manager
Nykita Kornegay, Deputy Clerk
Bill Peterhansen, Village Engineer
Lanya Satchell, Director of Finance
Angela Smith, Director of Community Development
Connie Thompkins, Deputy Clerk II
John West, Public Works Director
Theodore Yancy, Deputy Chief of Police

Invocation: Reverend Jeremiah Brownlee

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

Approval of minutes for the Committee of the Whole and the Special Board Meeting of the Board of Trustees for Tuesday, August 8, 2023.

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

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

Abstain: None

Absent: None

Motion Carried

Oaths, Reports, Proclamations, Announcements, and Appointments: Ms. Banks made announcements of community events and condolences for Village of Maywood residents and many residential celebrations.

- A. Appointment of Shabaun Reyes-Plummer to Liquor Commission/Tobacco-Cannabis Commission. Motioned by Trustee Brandon and Seconded by Trustee Williams to approve.
Ayes: Mayor Booker, Trustees Williams, Sanchez, Jones, Lightford, Peppers, and Brandon
Abstain: None
Absent: None
Motion Carried

COMMITTEE OF THE WHOLE AGENDA ITEMS:

Finance Management Reports: Discussion Ensued

- A. Financial Analysis for the month ending May 2023.
- B. Financial Report in the amount of \$2,540,461.60
- C. Warrant List #200541 dated September 7, 2023, in the amount of \$4,613,704.85
Discussion Ensued for Check Numbers: 110262, 110329, 110407, 110419, 110306, 10344, and 110407.

Village President Reports: No Discussion

- A. Village request to Illinois Department of Transportation for the temporary closure of State Highway Route 171 between Washington Boulevard and Madison Street in the Village of Maywood from 9:00 a.m. on Saturday, September 30, 2023, for the 2023 Proviso East High School Homecoming Parade.
- B. Approval of a Special Use Ordinance for a Smoking Lounge (Cigar Lounge) at the 1117 South 1st Avenue property for Casa De Puros, LLC d/b/a Casa De Puros.
- C. Approval of Ordinance Amending Certain Provisions of Chapter 117 (Alcoholic Beverages) of Title XI (Business Regulations) of the Liquor Control Ordinance of the Maywood Village Code Relative to BYOB Liquor Licenses and Hours of Operation and Other Minor Changes
- D. Approval of Ordinance Authorizing the Creation and Issuance of A Class "P" (BYOB Corkage – Smoking Lounge) Liquor License To Casa De Puros, LLC d/b/a Casa De Puros At 1117 South 1st Avenue.
- E. National Black Caucus of Local Elected Officials (NBC-LEO) Resolutions to the United States Government
 1. Support for Outdoors for All Act
 2. Resolution in Support of Resources for Community Navigators to Assist Local Entrepreneurs in Accessing Credit
 3. Resolutions in Support of Legislation Promoting Homeownership through Housing Vouchers and Funding for Affordable Quality Housing Initiatives
 4. Resolution to Support Reform in Law Enforcement and Public Safety in Black, Indigenous, People of Color (BIPOC) and Underserved Communities
- F. Proclamation Recognizing Hispanic Heritage Month

Public Comment: A. Jaycox, C. Keys, and G. Clay (Mayor Responded)

Village Manager Report(s): Discussion Ensued

- A. Monthly reports by the Village Manager and Department heads.
- B. Approval of 2023 Maywood Fest Vendor Invoices. See, Acting Village Manager Memo dated September 12, 2023. (Motion listed below under the Omnibus Portion of the Agenda).
Discussion Ensued
- C. Approval of Letter Agreement for Use of Village of Broadview Police Department Electronic Message Board during 2023 Maywood Fest. See, Acting Village Manager Memo dated September 12, 2023. (Motion listed below under the Omnibus Portion of the Agenda).
- D. Approval of Change Order for Impact regarding one-time purchase of Duo Fobs software to add a Multi-Factor Authentication Security System in the amount of \$5,709.99. See, Acting Village Manager Memo dated September 12, 2023. (Resolution listed below under the Omnibus Portion of the Agenda).
- E. Facility Use Agreement with Maywood Public Library District for Temporary Use of Library District Parking Lot and Real Property During the 2023 Maywood Fest. See, Memo dated September 6, 2023 from the Village Attorney (Resolution listed below under the Omnibus Portion of the Agenda).
- F. Approval of Illinois Safe Routes to School Program (SRTS) Grant Application for Garfield Elementary School to pay for the cost of construction engineering and construction of certain pedestrian and bicycle safety improvements with the village responsible to pay for completion of Phase I Preliminary Engineering (\$15,000.00) and Phase II Design Engineering (\$30,000.00) (Total estimated project costs: \$295,000.00; Federal Grant Funds: \$250,000.00; Local Contribution: \$45,000.00) See, Village Engineer Memo dated September 5, 2023 and Memo dated September 6, 2023 from Village Attorney. (Resolution listed below under the Omnibus Portion of the Agenda).
- G. Proposed Village Code Amendments to Update Section 13 (Assistant Village Manager) of Chapter 30 (Village Administration) of Title III (Administration) of the Maywood Village Code to Add a Second Assistant Village Manager Position. See, Village Attorney Memo dated September 6, 2023. (See, Ordinance listed below under the Omnibus Portion of the Agenda).
- H. Approval of new Collective Bargaining Agreement for the employment of Part-time Police Officers who are members of Teamsters Local Union No. 700 (Term: May 1, 2023, Through April 30, 2027). See, Memo dated September 6, 2023, from the Village Attorney (Resolution listed below under the Omnibus Portion of the Agenda).
- I. Approval of Lien Waiver Request from the Cook County Land Bank Authority to allow the Cook County Land Bank Authority to Acquire 417 North 7th Avenue (\$25,663.85), 1413 South 7th Avenue (\$6,183.08), 1418 South 7th Avenue (\$15,900.17), 1010 South 9th Avenue, 123 South 10th Avenue (\$9,554.10), 1142 South 17th Avenue, 1835 South 18th Avenue (\$8,513.48) and 1408 St. Charles Road to Facilitate and Promote their Sale and Redevelopment. See, Village Attorney Memo dated September 6, 2023. (Resolution listed below under the Omnibus Portion of the Agenda).
- J. Approval of IEPA Grant Funding Agreement for financial assistance with community outreach, home inspections, documentation, mapping, historical record, and data research, and correspondence with IPEA for preparation and submittal of mandated lead service line inventory (IEPA Lead Service Line Replacement Project). See, the Village Engineer Memo dated August 24, 2023, and the Village Attorney Memo dated September 6, 2023. (Resolution listed below under the Omnibus Portion of the Agenda)

Village Attorney Report: No Discussion

- A. Board of Review PTAB Notification Regarding 1701 1st Avenue Commercial Property Appeal (Imperial Realty - Eisenhower Tower – PIN: 15-14-210-013-0000) and Resolution to Authorize the Village Attorney to File Intervention Petition. See, Memo dated September 6, 2023 from Klein, Thorpe, and Jenkins, Ltd. (Resolution listed below under the Omnibus Portion of the Agenda).
- B. Ordinance Amending Certain Sections of Title IX (General Regulations), Title XI (Business Regulations), and Title XIII (General Offenses) of the Maywood Village Code Regarding Noise Regulations. See, Memo dated September 6, 2023 from Klein, Thorpe, and Jenkins, Ltd. (Ordinance listed below under the Omnibus Portion of the Agenda).
- C. Proposed Village Code Amending Various Sections and Adding a New Section to Chapter 72 (Stopping, Standing, And Parking) of Title VII (Traffic Code) of the Maywood Village Code Relative to Electric Vehicles and Electric Vehicle Charging Stations. See, Village Attorney Memo dated September 6, 2023. (See, the Ordinance listed below under the Omnibus Portion of the Agenda).

Trustee Committee Reports:

- A. Community Policy and Public Safety Committee: No Discussion
- 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 Williams to approve Omnibus Items A through S.

A. Motion to approve the monthly financial report in the amount of \$2,540,461.60. **B.** Motion to approve the warrant list #200541 dated September 7, 2023, in the amount of \$4,613,704.85. **C.** Motion to ratify the approval of 2023 Maywood Fest vendor invoices 1) DJ Phantom agreement in the amount of \$10,500 for DJ services. 2) AMJ Spectacular Events in the amount of \$37,141.25 for carnival rides and services. 3) AA Rental agreement in the amount of \$4,315.00 for tents, tables, and chair rentals. 4) driven fence agreement in the amount of \$5,660.50 for security fencing around the perimeter of the park area. 5) Artist Room Cafe agreement in the amount of \$2,000 for entertainment (Danny Boy). 6) Security firm contract with Fox Security, Inc. d/b/a rush solutions in the amount of \$32,944.00 for extra security personnel. **D.** Motion to ratify the approval of a letter of agreement between the Village of Maywood and the Village of Broadview for the temporary use of the Village of Broadview portable electronic message sign for the 2023 Maywood Fest. **E.** Motion to approve a settlement agreement (Jermaine Embry v. Village of Maywood; case no. 2021 CH 4462). **F.** Ordinance amending various sections of the Maywood Zoning code and adding a new section to chapter 72 (stopping, standing, and parking), title vii (traffic code) to the Maywood code of ordinances relative to electric vehicles and electric vehicle charging stations. **G.** Ordinance adopting certain amendments to section 13 (assistant village manager) chapter 30 (village administration) of title iii (administration) of the Maywood village code relative to adding a second assistant village manager position.

H. An ordinance amending certain sections of title ix (general regulations), title xi (business regulations), and title xiii (general offenses) of the Maywood Village code relating to noise. **I.** Ordinance approving a special use for a smoking lounge at the 1117 South 1st Avenue property for Casa De Puros, LLC d/b/a Casa De Puros. **J.** Ordinance amending certain provisions of chapter 117 (alcoholic beverages) of title xi (business regulations) of the liquor control ordinance of the Maywood village code relative to BYOB liquor licenses and hours of operation and making other minor changes. **K.** Ordinance authorizing the creation and issuance of a Class "P" (BYOB Corkage – Smoking Lounge) liquor license to Casa De Puros, LLC d/b/a Casa De Puros at 1117 South 1st Avenue. **L.** Resolution requesting approval of the Illinois Department of Transportation ("IDOT") to temporarily close State Highway Route 171 between Washington Boulevard and Madison Street in the Village of Maywood from 9:00 a.m. to 11:00 a.m. on Saturday, September 30, 2023, to conduct the Proviso East High School Homecoming Parade. **M.** Resolution approving and authorizing the execution of a facility use agreement between the Village of Maywood and the Maywood Public Library District for the temporary use of the library parking lot and land during the 2023 Maywood Fest (term: September 8, 2023, to September 10, 2023). **N.** Resolution approving the filing of an application by the Village of Maywood for a project to be funded under the Illinois Safe Routes to School Program (project: installation of pedestrian and bicycle safety improvements and "enhanced" crosswalks across Ninth Avenue, Van Buren Street and Quincy Street at Garfield Elementary School). **O.** Resolution authorizing and approving the execution of the collective bargaining agreement between the Village of Maywood and Teamsters Local Union no. 700 affiliated with the International Brotherhood of Teamsters (term: May 1, 2023 through April 30, 2027). **P.** Resolution authorizing the approval and execution of change order no. 3 to master services agreement, an addendum to the agreement, installment payment agreement, and statement of work with Impact Networking, LLC for purchase of its equipment (duo fobs software license to add multi-factor authentication security system invoice price \$5,709.99). **Q.** Resolution approving and authorizing the waiver of village fines, liens, and other monies due to the village from the County of Cook, Illinois d/b/a Cook County Land Bank authority to allow the Cook County Land Bank authority to acquire the real properties commonly known as 417 North 7th Avenue, 1413 South 7th Avenue, 1418 South 7th Avenue, 1010 South 9th Avenue, 123 South 10th Avenue, 1142 South 17th Avenue, 1835 South 18th Avenue and 1408 St. Charles road located within the Village of Maywood, Illinois. **R.** Resolution authorizing intervention in proceedings before the State of Illinois property tax appeal board. **S.** Resolution approving and authorizing the execution of a grant agreement between the State of Illinois, environmental protection agency, and Village of Maywood (Agreement no. C176670 (24-3017-40684) for financial assistance with preparation services necessary for the Village of Maywood to prepare and submit the required IEPA lead service line inventory.

New Business Agenda items: None

Old Business Agenda Items: None

Board of Trustee Comments: None

For Discussion Purposes Only: None

Motioned by Trustee Sanchez and Seconded by Trustee Brandon to recess into Closed Session at 8:05 p.m. for the purpose of discussing:

- A. Pending Litigation (5 ILCS 120/2(c)(11))
- B. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body.

Adjournment: Motioned by Trustee Brandon and Seconded by Trustee Jones to adjourn the Committee of the Whole Meeting and Special Board Meeting at 9:17 p.m. with a unanimous roll call of the Village Board.

Nathaniel George Booker, Mayor

Tori Love Garron, Village Clerk

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



Village of Maywood
Financial Analysis
Month Ending
JULY 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 – 1st QUARTER Analysis (May 1, 2023 – July 31, 2023)

Attached is the Detailed Revenue and Expense Report for period three ending July 31, 2023. Upon review of the report, you will find that with approximately 25% of the Fiscal Year having elapsed, ALL departments have operated within budget. Exceptions reflect certain line items, contractual and professional services, vehicle maintenance, capital and lease payments, and items in Central Services.

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 July and year-to-date totals. As of July 31, total revenue reflects 24.5% (\$5,577,382) of the total budgeted amount.

Expenses

As of July 31, 2023, total expenditures for the Corporate Fund reflect 14% (\$5,170,848) of the total budgeted amount. This figure does not include payroll expenses, as payroll is performed outside our current financial system (Caselle). Once these expenses are reconciled, a process will be created to import them into the Caselle.

Other Major Funds

Motor Fuel Tax Fund reflects total revenue of 4%, with total fund expenditures of 3.8%. Expenditures budgeted for this fund largely represent Capital Improvements and General Maintenance.

Water reflects total fund revenue of approximately 16% (\$1,645,195) and total expenditures of 14% (\$1,450,976). The Fund reflects a surplus of \$194,218 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)	115,466	97,377	23,837	236,680.38
July (April)	107,413	92,757	23,513	223,682.89
August (May)				-
September (June)				-
October (July)				-
November (August)				-
December (September)				-
January (October)				-
February (November)				-
March (December)				-
April (January)				-
TOTAL	320,383	272,816	68,839	662,038

<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	115,466
July (April)	67,841	71,846	54,902	99,660	102,878	107,413
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	320,383

<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	97,377
July (April)	54,249	57,696	42,296	80,048	85,140	92,757
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	272,816

<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	23,837
July (April)				26,269	24,084	23,513
August (May)				25,802	24,819	-
September (June)				28,704	-	-
October (July)			16,322	26,966	-	-
November (August)			29,937	24,924	-	-
December (September)			26,701	27,191	-	-
January (October)			24,307	26,069	-	-
February (November)			24,885	29,250	-	-
March (December)			174,125	23,448	-	-
April (January)			22,770	21,564	-	-
TOTAL			169,048	310,300	99,439	68,839



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

<u>INCOME TAX</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</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	265,208
July	206,372	225,931	238,893	319,064	370,109	353,337
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>1,184,132</u>

<u>PERS PROP REPLACEMENT 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	133,755	184,378	101,011	263,286	504,571	451,325
July	104,224	108,907	104,948	191,854	363,279	364,877
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>816,202</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>
LOCAL USE TAX						
May	47,190	58,180	59,883	62,651	68,473	69,510
June	56,989	66,140	76,175	80,095	80,308	85,980
July	49,738	62,602	91,555	72,770	64,314	71,940
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>227,430</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>
TELECOMMUNICATIONS TAX						
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	28,282
July (May)	35,346	28,489	26,200	26,115	17,655	26,922
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	30,371	26,436	
March (January)	31,471	31,900	26,775	29,597	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>78,906</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	54,189
July	68,613	62,329	70,268	71,702	69,213	65,059
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>180,866</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	31,204
July	15,951	17,634	15,376	19,904	28,067	21,048
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>99,900</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>
VIDEO GAMING TAX						
May (March)	2,184	2,184	2,025	6,956	6,924	6,732
June (April)	1,727	1,727	-	7,901	4,998	5,732
July (May)		1,464	-	6,525	6,302	6,453
August (June)	1,838	1,838	-	6,132	5,221	
September (July)	1,447	1,447	4,248	7,295	4,975	
October (August)	1,882	1,882	4,230	5,178	4,520	
November (September)	1,897	1,897	4,079	5,605	4,035	
December (October)	2,173	2,173	3,981	5,784	5,480	
January (November)	1,408	1,408	2,256	4,567	4,757	
February (December)	1,617	1,617	-	5,272	5,584	
March (January)	1,475	1,475	1,305	4,548	4,844	
April (February)	2,590	2,590	4,495	5,089	5,329	
	<u>21,701</u>	<u>21,701</u>	<u>26,619</u>	<u>70,852</u>	<u>62,969</u>	<u>18,916</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>
CANNABIS USE TAX						
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	2,982
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)			2,114	3,456	2,910	
April (February)			2,730	3,621	3,358	
	<u>3,942</u>	<u>3,942</u>	<u>19,690</u>	<u>37,360</u>	<u>36,982</u>	<u>5,817</u>



VILLAGE OF MAYWOOD
 FY2023-2024 Revenue Analysis
 July 31, 2023

		JULY	YTD	FY'24	%
		ACTUAL	ACTUAL	BUDGET	USED
01-10-30125	ADMINISTRATIVE HEARINGS	1,115.00	4,207.25	35,000.00	12.0
01-10-30126	COMPLIANCE TICKETS	800.00	2,050.00	5,000.00	41.0
01-10-30160	BOOT CHARGES	-	-	2,500.00	0.0
01-10-30235	CODE VIOLATIONS	700.00	6,125.00	15,000.00	
01-10-30290	FINES/ FORFEITURES	100.00	(900.00)	10,000.00	-9.0
01-10-30365	JUDGEMENTS & LIENS	1,426.00	27,228.00	45,000.00	60.5
01-10-30445	IL DEBT RECOVERY PROGRAM	267.02	1,047.02	15,000.00	7.0
01-10-30450	REDLIGHT REVENUE	1,800.00	3,000.00	100,000.00	3.0
01-10-30460	PARKING FINES	3,940.00	13,115.00	75,000.00	17.5
01-10-30500	POLICE TOWING	15,890.00	39,321.00	100,000.00	39.3
01-10-30519	POLICE SEIZURES	-	1,395.00	45,000.00	3.1
01-10-30521	POLICE TRAFFIC ENFORCEMENT	7,140.51	16,010.15	10,000.00	160.1
	TOTAL FINES	33,178.53	112,598.42	457,500.00	24.6
01-10-30130	AMBULANCE & RESCUE FEES	274,979.97	887,112.18	900,000.00	98.6
01-10-30136	CPR CLASS	-	140.00	-	
01-10-30140	ANIMAL RELEASE	180.00	880.00	3,000.00	29.3
01-10-30150	BOARD UP	285.00	285.00	1,000.00	28.5
01-10-30154	YARD SALE	270.00	660.00	-	
01-10-30170	BUILDING PERMITS	33,369.60	106,381.60	400,000.00	58.9
01-10-30175	ENTERPRISE ZONE	-	-	20,000.00	0.0
01-10-30211	CLERK'S OFFICE FEES	400.00	400.00	1,500.00	26.7
01-10-30220	FRANCHISE FEES	11,119.08	62,770.42	250,000.00	25.1
01-10-30230	CERTIFICATE OF INSPECTION	3,420.00	10,570.00	50,000.00	21.1
01-10-30280	ELEVATOR INSPECTIONS	-	540.00	3,500.00	15.4
01-10-30300	FINGERPRINTS	1,045.00	1,865.50	2,500.00	
01-10-30335	HEALTH INSPECTIONS	-	-	10,000.00	0.0
01-10-30405	MAYWOOD PROVISIO OFFICER	-	23,629.34	75,000.00	31.5
01-10-30455	OCCUPANCY PERMIT	915.00	1,675.00	5,000.00	33.5
01-10-30480	VACANT BLDG REGISTRATION	15,771.75	28,196.75	100,000.00	28.2
01-10-30516	POLICE/FIRE REPORTS	-	270.00	1,000.00	27.0
01-10-30630	TRANSFER STAMPS	14,802.00	72,640.00	300,000.00	24.2
01-10-30760	50 / 50 SIDEWALK	12,739.04	13,339.04	25,000.00	53.4
	TOTAL FEES	369,296.44	1,211,354.83	2,147,500.00	56.4
01-10-30200	BUSINESS LICENSE	340.00	340.00	80,000.00	0.4
01-10-30240	CONTRACTORS LICENSE	4,600.00	18,395.00	60,000.00	30.7
01-10-30250	DOG TAGS	60.00	180.00	2,000.00	9.0
01-10-30390	LIQUOR LICENSE	75.00	825.00	55,000.00	1.5
01-10-30470	PARKING PERMITS	800.00	1,225.00	10,000.00	12.3
01-10-30650	VEHICLE STICKERS	-	-	250,000.00	0.0
01-10-30660	VENDING PERMITS	-	-	-	
	TOTAL LICENCES	5,875.00	20,965.00	457,000.00	4.6
01-10-30370	INTEREST	4,971.66	10,513.70	2,000.00	525.7
01-10-30720	ZBA HEARINGS	-	-	250.00	0.0
01-10-30620	SUMMARY ABATEMENT	-	-	2,000.00	0.0
	TOTAL SERVICE CHARGE	4,971.66	10,513.70	4,250.00	247.4
01-10-30330	GRANTS	860,864.24	876,346.29	50,000.00	1752.7
	TOTAL GRANTS	860,864.24	876,346.29	50,000.00	1752.7

		JULY	YTD	FY'24	%
		ACTUAL	ACTUAL	BUDGET	USED
01-10-30520	COOK COUNTY PTAX	-	16,543.53	15,166,667.35	0.1
01-10-30522	SALES TAX	223,682.89	662,037.93	2,000,000.00	33.1
01-10-30523	INCOME TAX	353,337.23	1,184,132.30	3,000,000.00	39.5
01-10-30524	PERS PROP REPLACE TAX	364,876.58	816,202.02	1,500,000.00	54.4
01-10-30526	LOCAL USE TAX	71,940.19	227,430.10	800,000.00	28.4
01-10-30529	TELECOMMUNICATIONS TAX	26,921.54	78,906.15	285,000.00	27.7
01-10-30531	COMM ED UTAX	65,058.86	180,865.70	800,000.00	22.6
01-10-30532	NI GAS UTAX	21,047.65	99,899.78	400,000.00	25.0
01-10-30540	PROPERTY TAX - POLICE PENSION	-	-	4,910,658.00	0.0
01-10-30541	PROPERTY TAX - FIRE PENSION	-	-	3,435,202.00	0.0
01-10-30545	VIDEO GAMING	6,452.70	18,916.47	60,000.00	31.5
01-10-30547	CANNABIS USE TAX	2,981.61	5,816.92	45,000.00	12.9
	TOTAL TAXES	1,136,299.25	3,290,750.90	32,402,527.35	10.2
01-10-30260	DONATIONS	2,000.00	11,453.52	3,500.00	327.2
01-10-30410	MAINTENANCE OF HIGHWAYS	-	33,906.55	25,000.00	135.6
01-10-30440	MISC	33,050.00	37,757.25	100,000.00	37.8
01-10-30550	REIMBURSEMENTS TO VILLAGE	3,130,860.03	3,168,234.98	150,000.00	2112.2
01-10-30590	SALE OF PROPERTY	750.00	750.00	25,000.00	3.0
01-10-30600	SPECIAL SIGNS	237.58	13,543.90	23,000.00	58.9
01-10-30730	ZONING MAPS	-	-	250.00	0.0
	TOTAL OTHER	3,166,897.61	3,265,646.20	326,750.00	999.4
	GRAND TOTAL	5,577,383	8,788,175	35,845,527	24.52

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CORPORATE</u>					
01-10-30125 ADMINISTRATIVE HEARINGS	1,115.00	4,207.25	35,000.00	30,792.75	12.0
01-10-30126 COMPLIANCE TICKETS	800.00	2,050.00	5,000.00	2,950.00	41.0
01-10-30130 AMBULANCE & RESCUE FEES	274,979.97	887,112.18	900,000.00	12,887.82	98.6
01-10-30137 FIRST AID CLASS	.00	140.00	.00	(140.00)	.0
01-10-30140 ANIMAL RELEASE	180.00	880.00	3,000.00	2,120.00	29.3
01-10-30150 BOARD UP	285.00	285.00	1,000.00	715.00	28.5
01-10-30154 YARD SALE	270.00	660.00	.00	(660.00)	.0
01-10-30160 BOOT CHARGES	.00	.00	2,500.00	2,500.00	.0
01-10-30170 BUILDING PERMITS	33,369.60	106,381.60	400,000.00	293,618.40	26.6
01-10-30175 ENTERPRISE ZONE	.00	.00	20,000.00	20,000.00	.0
01-10-30200 BUSINESS LICENSE	340.00	340.00	80,000.00	79,660.00	.4
01-10-30211 CLERK'S OFFICE FEES	400.00	400.00	1,500.00	1,100.00	26.7
01-10-30220 FRANCHISE FEES	11,119.08	62,770.42	250,000.00	187,229.58	25.1
01-10-30230 CERTIFICATE OF INSPECTION	3,420.00	10,570.00	50,000.00	39,430.00	21.1
01-10-30235 CODE VIOLATIONS	700.00	6,125.00	15,000.00	8,875.00	40.8
01-10-30240 CONTRACTORS LICENSE	4,600.00	18,395.00	60,000.00	41,605.00	30.7
01-10-30250 DOG TAGS	60.00	180.00	2,000.00	1,820.00	9.0
01-10-30260 DONATIONS	2,000.00	11,453.52	3,500.00	(7,953.52)	327.2
01-10-30280 ELEVATOR INSPECTIONS	.00	540.00	3,500.00	2,960.00	15.4
01-10-30290 FINES/ FORFEITURES	100.00	(900.00)	10,000.00	10,900.00	(9.0)
01-10-30300 FINGERPRINTS	1,045.00	1,865.50	2,500.00	634.50	74.6
01-10-30330 GRANTS	860,864.24	876,346.29	50,000.00	(826,346.29)	1752.7
01-10-30335 HEALTH INSPECTIONS	.00	.00	10,000.00	10,000.00	.0
01-10-30365 JUDGEMENTS & LIENS	1,426.00	27,228.00	45,000.00	17,772.00	60.5
01-10-30370 INTEREST	4,971.66	10,513.70	2,000.00	(8,513.70)	525.7
01-10-30390 LIQUOR LICENSE	75.00	825.00	55,000.00	54,175.00	1.5
01-10-30405 MAYWOOD PROVISO OFFICER	.00	23,629.34	75,000.00	51,370.66	31.5
01-10-30410 MAINTENANCE OF HIGHWAYS	.00	33,906.55	25,000.00	(8,906.55)	135.6
01-10-30440 MISC	33,050.00	37,757.25	100,000.00	62,242.75	37.8
01-10-30445 IL DEBT RECOVERY PROGRAM	267.02	1,047.02	15,000.00	13,952.98	7.0
01-10-30450 REDLIGHT REVENUE	1,800.00	3,000.00	100,000.00	97,000.00	3.0
01-10-30455 OCCUPANCY PERMIT	915.00	1,675.00	5,000.00	3,325.00	33.5
01-10-30460 PARKING FINES	3,940.00	13,115.00	75,000.00	61,885.00	17.5
01-10-30470 PARKING PERMITS	800.00	1,225.00	10,000.00	8,775.00	12.3
01-10-30480 VACANT BLDG REGISTRATION	15,771.75	28,196.75	100,000.00	71,803.25	28.2
01-10-30500 POLICE TOWING	15,890.00	39,321.00	100,000.00	60,679.00	39.3
01-10-30516 POLICE/FIRE REPORTS	.00	270.00	1,000.00	730.00	27.0
01-10-30519 POLICE SEIZURES	.00	1,395.00	45,000.00	43,605.00	3.1
01-10-30520 COOK COUNTY PTAX -MB FINANCIAL	.00	16,543.53	15,166,667.00	15,150,123.47	.1
01-10-30521 POLICE TRAFFIC ENFORCEMENT	7,140.51	16,010.15	10,000.00	(6,010.15)	160.1
01-10-30522 SALES TAX	223,682.89	662,037.93	2,000,000.00	1,337,962.07	33.1
01-10-30523 INCOME TAX	353,337.23	1,184,132.31	3,000,000.00	1,815,867.69	39.5
01-10-30524 PERS PROP REPLACE TAX	364,876.58	816,202.02	1,500,000.00	683,797.98	54.4
01-10-30526 LOCAL USE TAX	71,940.19	227,430.10	800,000.00	572,569.90	28.4
01-10-30529 TELECOMMUNICATIONS TAX	26,921.54	78,906.15	285,000.00	206,093.85	27.7
01-10-30531 COMM ED UTAX	65,058.86	180,865.70	800,000.00	619,134.30	22.6
01-10-30532 NI GAS UTAX	21,047.65	99,899.78	400,000.00	300,100.22	25.0
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	6,452.70	18,916.47	60,000.00	41,083.53	31.5
01-10-30547 CANNABIS USE TAX	2,981.61	5,816.92	45,000.00	39,183.08	12.9
01-10-30550 REIMBURSEMENTS TO VILLAGE	3,130,860.03	3,168,234.98	150,000.00	(3,018,234.98)	2112.2

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
01-10-30590 SALE OF PROPERTY	750.00	750.00	25,000.00	24,250.00	3.0
01-10-30600 SPECIAL SIGNS	237.58	13,543.90	23,000.00	9,456.10	58.9
01-10-30620 SUMMARY ABATEMENT	.00	.00	2,000.00	2,000.00	.0
01-10-30630 TRANSFER STAMPS	14,802.00	72,640.00	300,000.00	227,360.00	24.2
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	12,739.04	13,339.04	25,000.00	11,660.96	53.4
TOTAL CORPORATE	5,577,382.73	8,788,175.35	35,845,527.00	27,057,351.65	24.5
SPECIAL EVENT REVENUE					
01-21-30602 MAYWOOD FEST	5,000.00	5,000.00	25,000.00	20,000.00	20.0
01-21-30603 ZACATECANO FEST PROCEEDS	.00	.00	15,000.00	15,000.00	.0
TOTAL SPECIAL EVENT REVENUE	5,000.00	5,000.00	40,000.00	35,000.00	12.5
TOTAL FUND REVENUE	5,582,382.73	8,793,175.35	35,885,527.00	27,092,351.65	24.5

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VILLAGE CLERK</u>					
01-11-40100 STRAIGHT TIME	.00	16,328.70	133,772.77	117,444.07	12.2
01-11-40310 SICK BUY BACK	.00	.00	2,230.00	2,230.00	.0
01-11-40400 FICA TAXES	.00	1,229.94	10,233.62	9,003.68	12.0
01-11-40410 I.M.R.F.	.00	123.64	5,448.28	5,324.64	2.3
01-11-40415 HEALTH/VISION/LIFE INSURANCE	.00	1,136.82	40,336.00	39,199.18	2.8
01-11-52400 CONTRACTUAL/PROF SERVICES	.00	226.00	25,000.00	24,774.00	.9
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	225.00	225.00	1,300.00	1,075.00	17.3
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	41.59	670.79	5,000.00	4,329.21	13.4
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	.00	135.00	8,500.00	8,365.00	1.6
TOTAL VILLAGE CLERK	266.59	20,075.89	265,164.67	245,088.78	7.6
<u>VILLAGE MANAGER</u>					
01-12-40100 STRAIGHT TIME	.00	35,178.78	320,650.00	285,471.22	11.0
01-12-40310 SICK BUY BACK	.00	.00	7,399.00	7,399.00	.0
01-12-40400 FICA TAXES	.00	598.90	24,530.00	23,931.10	2.4
01-12-40410 I.M.R.F.	.00	69.20	14,429.00	14,359.80	.5
01-12-40415 HEALTH/VISION/LIFE INSURANCE	.00	1,235.85	30,000.00	28,764.15	4.1
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	18,963.00	40,951.00	25,000.00	(15,951.00)	163.8
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	550.00	550.00	3,000.00	2,450.00	18.3
01-12-56300 TRAINING/SEMINARS	.00	.00	10,000.00	10,000.00	.0
01-12-56700 NEWSLETTER	.00	6,334.85	.00	(6,334.85)	.0
01-12-60000 GRANT EXPENDITURES	4,000.00	11,010.00	.00	(11,010.00)	.0
01-12-60100 OFFICE SUPPLIES	.00	579.96	3,600.00	3,020.04	16.1
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	23,513.00	96,508.54	455,658.00	359,149.46	21.2

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
01-14-40100	STRAIGHT TIME	.00	60,867.39	327,881.00	267,013.61 18.6
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	.00	4,543.44	25,082.93	20,539.49 18.1
01-14-40410	I.M.R.F.	.00	523.22	14,754.67	14,231.45 3.6
01-14-40415	HEALTH/LIFE/VISION INSURANCE	.00	6,718.99	108,152.50	101,433.51 6.2
01-14-52400	CONTRACTUAL/PROF SERVICES	2.09	21,987.81	120,000.00	98,012.19 18.3
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	.00	60.00	15,000.00	14,940.00 .4
01-14-56400	TUITION REIMBURSEMENT	.00	.00	2,500.00	2,500.00 .0
01-14-60100	OFFICE SUPPLIES	.00	1,031.45	8,000.00	6,968.55 12.9
01-14-61700	MISCELLANEOUS	.00	.00	1,000.00	1,000.00 .0
01-14-61850	LIBRARY-PERSONAL PROPERTY TAX	28,741.33	64,292.23	118,050.00	53,757.77 54.5
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	28,743.42	160,024.53	785,171.10	625,146.57 20.4
<u>LAW</u>					
01-15-52400	CONTRACTUAL/PROF SERVICES	1,350.00	90,186.52	400,000.00	309,813.48 22.6
01-15-53800	ADVERTISING	945.00	945.00	10,000.00	9,055.00 9.5
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	2,295.00	91,131.52	416,500.00	325,368.48 21.9
<u>MANAGEMENT INFORMATION SYSTE</u>					
01-18-51700	COMPUTER CONSULTANT	7,916.66	23,749.98	95,000.00	71,250.02 25.0
01-18-54700	SERVICE AGREEMENT	.00	.00	300,000.00	300,000.00 .0
01-18-56500	SUBSCRIPTIONS	425.00	425.00	40,000.00	39,575.00 1.1
01-18-60100	OFFICE/COMPUTER SUPPLIES	.00	.00	5,000.00	5,000.00 .0
01-18-61100	COMPUTER SOFTWARE	27,527.59	56,238.11	100,000.00	43,761.89 56.2
01-18-80100	COMPUTERS	.00	695.23	10,000.00	9,304.77 7.0
01-18-87000	CAPITAL OUTLAY-OVER \$5,000	.00	13,735.00	.00	(13,735.00) .0
	TOTAL MANAGEMENT INFORMATION	35,869.25	94,843.32	550,000.00	455,156.68 17.2

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CENTRAL SERVICES</u>					
01-19-52400 CONTRACTUAL/PROF SERVICES	110.77	335.70	20,000.00	19,664.30	1.7
01-19-54500 EQUIPMENT RENTAL	2,291.65	8,152.45	48,000.00	39,847.55	17.0
01-19-55400 TELEPHONE	2,333.18	7,172.12	350,000.00	342,827.88	2.1
01-19-58000 HEALTH INSURANCE	340,503.61	672,365.32	540,000.00	(132,365.32)	124.5
01-19-59100 LIABILITY INSURANCE	.00	341,036.02	880,000.00	538,963.98	38.8
01-19-59500 CLAIMS PAYMENT	.00	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	345,239.21	1,150,864.63	3,141,500.00	1,990,635.37	36.6
<u>PRESIDENT & TRUSTEES</u>					
01-20-40100 REGULAR SALARIES	799.17	26,877.64	79,900.00	53,022.36	33.6
01-20-40400 FICA TAXES	.00	1,992.22	6,112.34	4,120.12	32.6
01-20-40410 I.M.R.F.	.00	139.72	268.00	128.28	52.1
01-20-40415 HEALTH/VISION/LIFE INSURANCE	.00	206.97	.00	(206.97)	.0
01-20-51300 VEHICLE MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
01-20-52400 CONTRACTUAL/PROF SERVICES	.00	206.50	4,720.00	4,513.50	4.4
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	.00	2,022.00	37,500.00	35,478.00	5.4
01-20-56300 TRAINING/SEMINARS	.00	139.78	40,000.00	39,860.22	.4
01-20-60100 OFFICE/COMPUTER SUPPLIES	.00	92.45	1,000.00	907.55	9.3
01-20-61700 MISCELLANEOUS	552.40	1,516.90	5,000.00	3,483.10	30.3
01-20-61715 TREASURER KUPTZ	.00	.00	2,200.00	2,200.00	.0
01-20-67913 COMMUNITY ENGAGEMENT	42.03	6,556.89	5,000.00	(1,556.89)	131.1
01-20-71000 LEASE PAYMENTS	795.84	2,385.37	9,656.33	7,270.96	24.7
01-20-87000 CAPITAL OUTLAY - OVER \$5,000	.00	.00	6,000.00	6,000.00	.0
01-20-87100 INTEREST EXPENSE	88.53	267.74	956.21	688.47	28.0
TOTAL PRESIDENT & TRUSTEES	2,277.97	42,404.18	208,562.88	166,158.70	20.3

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 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	.00	31,950.00	25,000.00	(6,950.00)	127.8
01-21-67904 SPECIAL EVENTS COMMISSION	8,894.99	17,268.99	30,000.00	12,731.01	57.6
01-21-67913 VILLAGE SPONSORSHIPS	.00	3,261.50	22,000.00	18,738.50	14.8
TOTAL SPECIAL EVENT REVENUE	8,894.99	52,480.49	259,065.74	206,585.25	20.3

<u>CODE ENFORCEMENT</u>					
01-23-40100 STRAIGHT TIME	.00	83,192.61	584,618.34	501,425.73	14.2
01-23-40200 ALL OVERTIME	.00	289.58	5,000.00	4,710.42	5.8
01-23-40310 SICK BUY BACK	.00	.00	3,500.00	3,500.00	.0
01-23-40400 FICA TAXES	.00	6,154.60	44,724.00	38,569.40	13.8
01-23-40410 I.M.R.F.	.00	717.96	26,308.00	25,590.04	2.7
01-23-40415 HEALTH/VISION/LIFE INSURANCE	.00	17,174.28	125,920.00	108,745.72	13.6
01-23-40500 UNIFORM ALLOWANCE	.00	2,625.00	6,750.00	4,125.00	38.9
01-23-51200 MAINTENANCE EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
01-23-51300 MAINTENANCE VEHICLE	6,791.00	7,606.00	4,000.00	(3,606.00)	190.2
01-23-51800 ELEVATOR INSPECTOR	.00	344.00	7,000.00	6,656.00	4.9
01-23-52400 CONTRACTUAL/PROF SERVICES	20,327.44	75,550.04	268,700.00	193,149.96	28.1
01-23-52500 BOARD UP SERVICES	630.00	2,930.00	10,000.00	7,070.00	29.3
01-23-54500 EQUIPMENT RENTAL/LEASE	.00	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	920.00	920.00	5,000.00	4,080.00	18.4
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	116.72	421.33	5,000.00	4,578.67	8.4
01-23-60200 ANIMAL CONTROL SUPPLIES	.00	.00	1,500.00	1,500.00	.0
01-23-60300 ANIMAL CONTROL IMPOUND	.00	3,477.50	30,000.00	26,522.50	11.6
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	.00	54,910.52	30,000.00	(24,910.52)	183.0
01-23-87002 TREE REPLACEMENT PROGRAM	450.00	3,100.00	25,000.00	21,900.00	12.4
TOTAL CODE ENFORCEMENT	29,235.16	259,724.33	1,211,570.34	951,846.01	21.4

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-40-40100 SALARY-REGULAR	7,304.79	809,320.26	5,928,002.30	5,118,682.04	13.7
01-40-40200 ALL OVERTIME	.00	70,054.58	400,000.00	329,945.42	17.5
01-40-40310 SICK BUY BACK	.00	.00	35,000.00	35,000.00	.0
01-40-40400 FICA TAXES	.00	21,407.04	154,000.00	132,592.96	13.9
01-40-40410 I.M.R.F.	.00	1,203.06	7,700.00	6,496.94	15.6
01-40-40415 HEALTH/VISION/LIFE INSURANCE	.00	140,617.18	1,387,239.00	1,246,621.82	10.1
01-40-40500 UNIFORM ALLOWANCE	.00	15,100.00	30,000.00	14,900.00	50.3
01-40-40550 POLICE PENSION EXPENSE	.00	.00	4,910,658.00	4,910,658.00	.0
01-40-51100 MAINTENANCE BUILDINGS	1,500.00	8,199.00	60,000.00	51,801.00	13.7
01-40-51200 MAINTENANCE EQUIPMENT	.00	97.97	12,656.36	12,558.39	.8
01-40-51300 MAINTENANCE VEHICLE	4,046.09	11,378.89	83,000.00	71,621.11	13.7
01-40-52400 CONTRACTUAL/PROF SERVICES	4,863.56	43,722.94	160,000.00	116,277.06	27.3
01-40-54500 EQUIPMENT RENTAL/LEASE	385.62	2,271.26	10,100.00	7,828.74	22.5
01-40-55100 POSTAGE	17.10	112.65	15,000.00	14,887.35	.8
01-40-55410 CELLULAR PHONE	.00	.00	15,000.00	15,000.00	.0
01-40-55500 PRINTING	.00	3,843.00	9,000.00	5,157.00	42.7
01-40-56100 MEMBERSHIP & DUES	11,519.52	11,519.52	18,319.00	6,799.48	62.9
01-40-56300 TRAINING	12,846.00	20,968.00	52,400.00	31,432.00	40.0
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	379.97	3,368.57	15,000.00	11,631.43	22.5
01-40-60400 PROGRAM SUPPLIES	5,649.00	5,649.00	12,500.00	6,851.00	45.2
01-40-61000 FOOD	227.50	669.58	5,000.00	4,330.42	13.4
01-40-61500 UNIFORMS	.00	221.00	5,000.00	4,779.00	4.4
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	56,982.00	268,527.00	419,206.00	150,679.00	64.1
01-40-87100 INTEREST EXPENSE	.00	.00	1,253.41	1,253.41	.0
01-40-88000 HOMELAND SECURITY	1,153.60	10,403.29	35,000.00	24,596.71	29.7
TOTAL POLICE	106,874.75	1,448,653.79	13,904,861.93	12,456,208.14	10.4

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
01-41-40100 SALARY-REGULAR	2,410.82	567,129.13	3,947,822.71	3,380,693.58	14.4
01-41-40200 ALL OVERTIME	.00	115,360.16	250,000.00	134,639.84	46.1
01-41-40310 SICK BUY BACK	.00	.00	65,000.00	65,000.00	.0
01-41-40320 EMT PAY	.00	4,570.00	33,000.00	28,430.00	13.9
01-41-40400 FICA TAXES	.00	10,660.66	74,982.63	64,321.97	14.2
01-41-40410 I.M.R.F.	.00	144.84	5,141.44	4,996.60	2.8
01-41-40415 HEALTH/VISION/LIFE INSURANCE	.00	101,458.86	1,007,710.60	906,251.74	10.1
01-41-40450 EMPLOYEE PHYSICALS	.00	.00	15,000.00	15,000.00	.0
01-41-40500 UNIFORM ALLOWANCE	603.15	3,055.15	1,500.00	(1,555.15)	203.7
01-41-40550 FIRE PENSION EXPENSE	.00	.00	3,435,202.00	3,435,202.00	.0
01-41-51100 MAINTENANCE BUILDINGS	1,225.36	6,980.82	65,000.00	58,019.18	10.7
01-41-51200 MAINTENANCE EQUIPMENT	54.11	1,347.33	9,700.00	8,352.67	13.9
01-41-51300 MAINTENANCE VEHICLE	8,176.90	27,431.49	55,000.00	27,568.51	49.9
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	6,048.00	12,450.00	6,402.00	48.6
01-41-56300 TRAINING/SEMINARS	.00	293.00	40,000.00	39,707.00	.7
01-41-60100 OFFICE SUPPLIES	.00	307.71	2,000.00	1,692.29	15.4
01-41-60300 JANITORIAL SUPPLIES	.00	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	1,459.70	1,459.70	14,600.00	13,140.30	10.0
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	1,285.75	3,459.00	35,000.00	31,541.00	9.9
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	15,215.79	850,008.09	9,800,568.38	8,950,560.29	8.7
<u>POLICE & FIRE COMMISSION</u>					
01-42-52400 CONTRACTUAL/PROF SERVICES	1,775.00	8,285.00	58,000.00	49,715.00	14.3
01-42-53300 COMMISSIONERS	1,600.00	4,800.00	19,200.00	14,400.00	25.0
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	63.48	63.48	5,000.00	4,936.52	1.3
01-42-60100 OFFICE SUPPLIES	.00	.00	800.00	800.00	.0
TOTAL POLICE & FIRE COMMISSION	3,438.48	13,148.48	84,300.00	71,151.52	15.6

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
01-50-40100 STRAIGHT TIME	.00	66,467.70	450,243.00	383,775.30	14.8
01-50-40200 ALL OVERTIME	.00	7,996.41	18,000.00	10,003.59	44.4
01-50-40310 SICK BUY BACK	.00	.00	5,000.00	5,000.00	.0
01-50-40400 FICA TAXES	.00	5,677.57	34,444.00	28,766.43	16.5
01-50-40410 I.M.R.F.	.00	666.11	20,261.00	19,594.89	3.3
01-50-40415 HEALTH/VISION/LIFE INSURANCE	.00	18,315.19	154,073.00	135,757.81	11.9
01-50-40500 UNIFORM ALLOWANCE	.00	.00	4,200.00	4,200.00	.0
01-50-51100 MAINTENANCE BUILDINGS	.00	730.87	15,000.00	14,269.13	4.9
01-50-51200 MAINTENANCE EQUIPMENT	.00	16,517.15	37,000.00	20,482.85	44.6
01-50-51300 MAINTENANCE VEHICLE	467.50	30,928.77	100,000.00	69,071.23	30.9
01-50-52100 MAINTENANCE ELECTRICAL	.00	71,446.27	177,985.00	106,538.73	40.1
01-50-52400 CONTRACTUAL/PROF SERVICES	23,550.65	243,044.30	860,500.00	617,455.70	28.2
01-50-54500 EQUIPMENT RENTAL	.00	4,395.00	25,000.00	20,605.00	17.6
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	87.16	11,803.65	34,181.00	22,377.35	34.5
01-50-61500 UNIFORMS	828.52	9,939.71	17,300.00	7,360.29	57.5
01-50-61700 MISCELLANEOUS	.00	.00	2,500.00	2,500.00	.0
01-50-62200 MAINTENANCE SUPPLIES	709.88	7,129.44	23,000.00	15,870.56	31.0
01-50-62610 GASOLINE	.00	.00	50,000.00	50,000.00	.0
01-50-62650 ELECTRIC	2,164.02	8,738.18	4,000.00	(4,738.18)	218.5
01-50-62670 HEAT	.00	291.14	5,000.00	4,708.86	5.8
01-50-71000 LEASE PAYMENTS	.00	152,409.97	38,515.74	(113,894.23)	395.7
01-50-87000 CAPITAL EQUIPMENT&FURNISHINGS	59,807.00	59,807.00	298,070.00	238,263.00	20.1
01-50-87100 INTEREST EXPENSE	.00	596.70	746.94	150.24	79.9
TOTAL PUBLIC WORKS	87,614.73	716,901.13	2,400,019.68	1,683,118.55	29.9

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LAND & BUILDINGS</u>					
01-53-40100 STRAIGHT ITME	2,511.34	43,690.57	287,103.02	243,412.45	15.2
01-53-40200 ALL OVERTIME	.00	433.08	20,000.00	19,566.92	2.2
01-53-40310 SICK BUY BACK	.00	.00	1,500.00	1,500.00	.0
01-53-40400 FICA TAXES	.00	3,049.74	21,963.38	18,913.64	13.9
01-53-40410 I.M.R.F.	.00	355.31	12,919.64	12,564.33	2.8
01-53-40415 HEALTH/VISION/LIFE INSURANCE	.00	8,216.37	88,683.00	80,466.63	9.3
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	.00	24,659.81	148,500.00	123,840.19	16.6
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	2,667.60	10,000.00	7,332.40	26.7
01-53-61500 UNIFORMS	504.96	2,146.08	8,000.00	5,853.92	26.8
01-53-62200 MAINTENANCE SUPPLIES	59.40	260.32	3,500.00	3,239.68	7.4
01-53-87000 CAPITAL OUTLAY-OVER \$5,000	.00	.00	44,070.00	44,070.00	.0
TOTAL LAND & BUILDINGS	3,075.70	85,478.88	687,414.04	601,935.16	12.4
<u>COMMUNITY DEVELOPMENT</u>					
01-54-40100 STRAIGHT TIME	1,165.00	24,892.81	216,325.68	191,432.87	11.5
01-54-40310 SICK BUY BACK	.00	.00	4,500.00	4,500.00	.0
01-54-40400 FICA TAXES	.00	1,559.30	16,548.91	14,989.61	9.4
01-54-40410 I.M.R.F.	.00	175.30	9,734.66	9,559.36	1.8
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	3,704.00	6,055.02	115,850.00	109,794.98	5.2
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	4,869.00	32,682.43	446,702.25	414,019.82	7.3

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HUMAN RESOURCES</u>					
01-56-40100 STRAIGHT TIME	.00	27,886.16	168,920.00	141,033.84	16.5
01-56-40310 SICK BUY BACK	.00	.00	3,700.00	3,700.00	.0
01-56-40400 FICA TAXES	.00	2,049.07	12,922.38	10,873.31	15.9
01-56-40410 I.M.R.F.	.00	238.56	7,601.40	7,362.84	3.1
01-56-40415 HEALTH/VISION/LIFE INSURANCE	.00	9,330.42	23,844.60	14,514.18	39.1
01-56-40550 UNEMPLOYMENT INSURANCE	.00	96.19	10,000.00	9,903.81	1.0
01-56-40900 EMPLOYEE SOCIAL	2,622.25	2,622.25	25,000.00	22,377.75	10.5
01-56-52400 CONTRACTUAL/PROF SERVICES	2,052.00	9,718.00	70,380.00	60,662.00	13.8
01-56-53800 ADVERTISING	50.00	50.00	5,000.00	4,950.00	1.0
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	450.00	550.00	3,000.00	2,450.00	18.3
01-56-56600 REFERENCE MATERIAL	.00	.00	1,350.00	1,350.00	.0
01-56-59100 LIABILITY INSURANCE	.00	2,626.00	.00	(2,626.00)	.0
01-56-59400 FIDELITY BONDS	.00	297.50	2,000.00	1,702.50	14.9
01-56-60100 OFFICE SUPPLIES	.00	453.93	2,000.00	1,546.07	22.7
01-56-61700 MISC.	.00	.00	1,000.00	1,000.00	.0
TOTAL HUMAN RESOURCES	5,174.25	55,918.08	338,718.38	282,800.30	16.5
<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	702,597.29	5,170,848.31	35,885,527.00	30,714,678.69	14.4
NET REVENUE OVER EXPENDITURES	4,879,785.44	3,622,327.04	.00	(3,622,327.04)	.0

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING JULY 31, 2023

MOTOR FUEL TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR FUEL TAX</u>					
12-10-30420 MOTOR FUEL TAX	.00	168,449.39	945,500.00	777,050.61	17.8
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	.00	168,449.39	3,916,265.00	3,747,815.61	4.3
TOTAL FUND REVENUE	.00	168,449.39	3,916,265.00	3,747,815.61	4.3

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

MOTOR FUEL TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR FUEL TAX</u>					
12-10-40110 SALARY	1,640.82	24,009.88	138,121.00	114,111.12	17.4
12-10-40200 OVERTIME	.00	153.63	.00	(153.63)	.0
12-10-40310 SICK BUY BACK	.00	.00	1,022.00	1,022.00	.0
12-10-40400 FICA TAXES	.00	1,623.30	10,566.00	8,942.70	15.4
12-10-40410 IMRF	.00	192.37	6,215.00	6,022.63	3.1
12-10-40415 HEALTH/VISION/LIFE INSURANCE	.00	6,512.06	54,169.00	47,656.94	12.0
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	39,675.62	115,479.47	735,407.00	619,927.53	15.7
TOTAL MOTOR FUEL TAX	41,316.44	147,970.71	3,916,265.00	3,768,294.29	3.8
TOTAL FUND EXPENDITURES	41,316.44	147,970.71	3,916,265.00	3,768,294.29	3.8
NET REVENUE OVER EXPENDITURES	(41,316.44)	20,478.68	.00	(20,478.68)	.0

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING JULY 31, 2023

CONTINENTAL COMMUNITY E911

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

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

CONTINENTAL COMMUNITY E911

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

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING JULY 31, 2023

RECREATION

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

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
15-60-52400 CONTRACTUAL/PROF SERVICES	2,845.91	24,348.91	150,000.00	125,651.09	16.2
15-60-55400 TELEPHONE	.00	.00	2,500.00	2,500.00	.0
15-60-62650 ELECTRIC	739.74	751.74	1,000.00	248.26	75.2
15-60-62670 HEAT	.00	329.24	1,500.00	1,170.76	22.0
TOTAL PARKS & RECREATION	3,585.65	25,429.89	155,000.00	129,570.11	16.4
TOTAL FUND EXPENDITURES	3,585.65	25,429.89	155,000.00	129,570.11	16.4
NET REVENUE OVER EXPENDITURES	(3,585.65)	(25,429.89)	.00	25,429.89	.0

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING JULY 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 3 MONTHS ENDING JULY 31, 2023

CDBG

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CDBG</u>						
21-10-87470	11-024 CDBG GRANT-16TH AVE	617,550.74	2,420,193.23	.00	(2,420,193.23)	.0
21-10-87507	21ST AVE CDBG IMPROVEMENT	.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		617,550.74	2,421,865.23	200,000.00	(2,221,865.23)	1210.9
TOTAL FUND EXPENDITURES		617,550.74	2,421,865.23	200,000.00	(2,221,865.23)	1210.9
NET REVENUE OVER EXPENDITURES		(617,550.74)	(2,421,865.23)	.00	2,421,865.23	.0

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING JULY 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 3 MONTHS ENDING JULY 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	.00	14.00	.00 (14.00)	.0
TOTAL DEPARTMENT 36	.00	14.00	.00 (14.00)	.0
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22-38-87000 GREEN ALLEY PROJECT	32,179.35	32,179.35	.00 (32,179.35)	.0
TOTAL DEPARTMENT 38	32,179.35	32,179.35	.00 (32,179.35)	.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	21,080.00	60,860.00	.00 (60,860.00)	.0
22-40-52400 CONTRACTUAL/PROF SERVICES	9,240.00	16,990.00	.00 (16,990.00)	.0
22-40-52500 ADMINISTRATION	640.00	8,800.00	.00 (8,800.00)	.0
22-40-60400 SUPPLIES	.00	87.87	.00 (87.87)	.0
22-40-61000 MEALS	1,500.00	3,699.90	.00 (3,699.90)	.0
22-40-61500 APPAREL	.00	450.00	.00 (450.00)	.0
22-40-80100 TECHNOLOGY	.00	1,661.78	.00 (1,661.78)	.0
TOTAL DEPARTMENT 40	32,460.00	92,549.55	.00 (92,549.55)	.0
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TOTAL FUND EXPENDITURES	64,639.35	124,742.90	1,736,667.00	1,611,924.10	7.2
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NET REVENUE OVER EXPENDITURES	(64,639.35)	(124,742.90)	.00	124,742.90	.0

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING JULY 31, 2023

2015 BOND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>2015 BOND FUND</u>					
30-10-30370 INTEREST	.00	8,188.85	.00	(8,188.85)	.0
TOTAL 2015 BOND FUND	.00	8,188.85	.00	(8,188.85)	.0
TOTAL FUND REVENUE	.00	8,188.85	.00	(8,188.85)	.0
NET REVENUE OVER EXPENDITURES	.00	8,188.85	.00	(8,188.85)	.0

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
PUMP STATION OPERATIONS					
41-51-40100 STRAIGHT TIME	.00	12,179.20	81,539.74	69,360.54	14.9
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	.00	883.93	6,237.79	5,353.86	14.2
41-51-40410 I.M.R.F.	.00	104.76	3,669.29	3,564.53	2.9
41-51-40415 HEALTH/VISION/LIFE INSURANCE	.00	3,540.03	29,519.60	25,979.57	12.0
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	.00	2,247.84	26,000.00	23,752.16	8.7
41-51-52400 CONTRACTUAL/PROF SERVICES	648.00	2,752.37	78,500.00	75,747.63	3.5
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	76.36	324.53	1,300.00	975.47	25.0
41-51-62200 MAINTENANCE SUPPLIES	.00	.00	26,000.00	26,000.00	.0
41-51-62650 ELECTRIC	5,325.07	15,101.74	1,200.00	(13,901.74)	1258.5
41-51-62670 HEAT	.00	24.90	2,400.00	2,375.10	1.0
41-51-87000 CAPITAL OUTLAY - OVER \$5,000	.00	.00	8,000.00	8,000.00	.0
TOTAL PUMP STATION OPERATIONS	6,049.43	37,159.30	288,538.42	251,379.12	12.9

WATER & SEWER MAINTENANCE

41-52-40100 STRAIGHT TIME	.00	55,789.80	407,840.00	352,050.20	13.7
41-52-40200 ALL OVERTIME	.00	8,824.10	35,000.00	26,175.90	25.2
41-52-40310 SICK BUY BACK	.00	.00	4,700.00	4,700.00	.0
41-52-40400 FICA TAXES	.00	4,549.86	31,199.76	26,649.90	14.6
41-52-40410 I.M.R.F.	.00	533.89	18,352.80	17,818.91	2.9
41-52-40415 HEALTH/VISION/LIFE INSURANCE	.00	14,752.03	122,581.80	107,829.77	12.0
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	1,733.71	35,000.00	33,266.29	5.0
41-52-52400 CONTRACTUAL/PROF SERVICES	4,458.18	13,844.08	1,634,343.00	1,620,498.92	.9
41-52-53400 WATER & SEWER REPAIRS	67,140.50	208,806.05	500,000.00	291,193.95	41.8
41-52-54500 EQUIPMENT RENTAL	.00	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	6,177.59	51,975.15	91,000.00	39,024.85	57.1
41-52-61500 UNIFORMS	555.00	2,330.00	5,720.00	3,390.00	40.7
41-52-62200 MAINTENANCE SUPPLIES	111.00	3,269.77	15,000.00	11,730.23	21.8
41-52-62610 GASOLINE	.00	.00	5,000.00	5,000.00	.0
41-52-87000 CAPITAL OUTLAY-OVER \$5,000	8,561.70	8,561.70	129,000.00	120,438.30	6.6
41-52-87001 FLOOD CONTROL ASSISTANCE	.00	1,750.00	50,000.00	48,250.00	3.5
TOTAL WATER & SEWER MAINTENAN	87,003.97	377,292.24	3,120,887.36	2,743,595.12	12.1

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER COLLECTIONS</u>					
41-55-30600 SALE OF WATER METERS	969.00	9,689.00	25,000.00	15,311.00	38.8
41-55-30700 WATER DEPOSITS	(50.00)	(1,375.00)	(5,000.00)	(3,625.00)	(27.5)
41-55-30710 WATER SALES	.00	1,230,238.21	7,594,458.00	6,364,219.79	16.2
41-55-30711 PENALTIES	.00	35,188.56	350,000.00	314,811.44	10.1
41-55-30712 WRITE OFF/ADJUSTMENTS	.00	.00	(1,500.00)	(1,500.00)	.0
41-55-30716 TURNING WATER BACK ON	2,550.00	8,475.00	30,000.00	21,525.00	28.3
41-55-30750 SEWER REVENUE	.00	57,891.83	324,000.00	266,108.17	17.9
41-55-30800 GARBAGE REVENUE	.00	305,087.99	1,887,647.00	1,582,559.01	16.2
TOTAL WATER COLLECTIONS	3,469.00	1,645,195.59	10,204,605.00	8,559,409.41	16.1
TOTAL FUND REVENUE	3,469.00	1,645,195.59	10,204,605.00	8,559,409.41	16.1

VILLAGE OF MAYWOOD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

WATER, SEWER & GARBAGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER COLLECTIONS</u>					
41-55-40100 STRAIGHT TIME	.00	30,264.49	306,401.76	276,137.27	9.9
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	.00	2,131.96	23,439.73	21,307.77	9.1
41-55-40410 I.M.R.F.	.00	251.61	13,788.08	13,536.47	1.8
41-55-40415 HEALTH/VISION/LIFE INSURANCE	.00	7,342.79	98,399.80	91,057.01	7.5
41-55-52400 CONTRACTUAL/PROF SERVICES	11,686.52	94,495.36	384,160.00	289,664.64	24.6
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	310,368.61	310,368.61	3,500,000.00	3,189,631.39	8.9
41-55-57301 VOLUME CHARGE - MELROSE PARK	55,900.45	161,221.00	660,000.00	498,779.00	24.4
41-55-57400 GARBAGE EXPENSE	145,341.00	428,744.55	1,738,740.00	1,309,995.45	24.7
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	.00	204.69	5,000.00	4,795.31	4.1
41-55-61500 UNIFORMS	.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	<u>523,296.58</u>	<u>1,036,525.06</u>	<u>6,795,179.37</u>	<u>5,758,654.31</u>	<u>15.3</u>
TOTAL FUND EXPENDITURES	<u>616,349.98</u>	<u>1,450,976.60</u>	<u>10,204,605.15</u>	<u>8,753,628.55</u>	<u>14.2</u>
NET REVENUE OVER EXPENDITURES	<u>(612,880.98)</u>	<u>194,218.99</u>	<u>(.15)</u>	<u>(194,219.14)</u>	<u>12947</u>

VILLAGE OF MAYWOOD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING JULY 31, 2023

ST CHARLES TIF

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

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING JULY 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 3 MONTHS ENDING JULY 31, 2023

MADISON AVE TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
72-33-40100 REGULAR SALARIES	1,295.00	17,958.82	163,521.00	145,562.18	11.0
72-33-40310 SICK BUY BACK	.00	.00	3,437.00	3,437.00	.0
72-33-40400 FICA TAXES	.00	1,256.03	12,509.00	11,252.97	10.0
72-33-40410 IMRF	.00	143.07	7,358.00	7,214.93	1.9
72-33-40415 HEALTH/VISION/LIFE INSURANCE	.00	1,248.26	31,441.00	30,192.74	4.0
72-33-52400 CONTRACTUAL/PROF SERVICES	30,520.50	45,837.50	425,500.00	379,662.50	10.8
72-33-80000 CAPITAL PROJECTS	.00	.00	1,351,000.00	1,351,000.00	.0
72-33-82000 PUBLIC IMPROVEMENTS	278,557.32	278,557.32	335,000.00	56,442.68	83.2
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	310,372.82	345,001.00	2,629,766.00	2,284,765.00	13.1
TOTAL FUND EXPENDITURES	310,372.82	345,001.00	2,629,766.00	2,284,765.00	13.1
NET REVENUE OVER EXPENDITURES	(310,372.82)	(345,001.00)	.00	345,001.00	.0

VILLAGE OF MAYWOOD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING JULY 31, 2023

ROOSEVELT ROAD TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<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 3 MONTHS ENDING JULY 31, 2023

ROOSEVELT ROAD TIF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TIF ADMINISTRATION</u>					
73-33-40100 STRAIGHT TIME	.00	12,251.29	53,240.00	40,988.71	23.0
73-33-40310 SICK BUY BACK	.00	.00	1,968.00	1,968.00	.0
73-33-40400 FICA	.00	930.50	4,072.86	3,142.36	22.9
73-33-40410 IMRF	.00	105.12	2,395.80	2,290.68	4.4
73-33-40415 HEALTH/VISION/LIFE INSURANCE	.00	353.94	16,958.60	16,604.66	2.1
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	.00	13,640.85	400,000.26	386,359.41	3.4
TOTAL FUND EXPENDITURES	.00	13,640.85	400,000.26	386,359.41	3.4
NET REVENUE OVER EXPENDITURES	.00	(13,640.85)	(.26)	13,640.59	(52464)

VILLAGE OF MAYWOOD
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING JULY 31, 2023

MAYWOOD JAG GRANT PROGRAM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
74-33-40200 POLICE OVERTIME	.00	9,526.08	.00	(9,526.08)	.0
TOTAL DEPARTMENT 33	.00	9,526.08	.00	(9,526.08)	.0
TOTAL FUND EXPENDITURES	.00	9,526.08	.00	(9,526.08)	.0
NET REVENUE OVER EXPENDITURES	.00	(9,526.08)	.00	9,526.08	.0



Village of Maywood

Financial Report



OMNIBUS ITEM-FINANCIAL REPORT

It is with recommendation that the total below payments of \$577,210.98 be approved for payment.

	Vendor	Description	Amount	Expense
1	Accutron	Computer Consulting Services	\$7,916.66	01-18-51700
2	Acqua Contractors	Construction Services	\$148,001.45	21-10-87470
3	Air One Equipment	Protective Gear	\$6,396.00	01-50-61500
4	Allied Service Group	Transportation Services	\$9,000.00	01-40-52400
5	Chicago Cleaning	Janitorial Services	\$7,500.00	01-53-52400
6	De Lage Landen	Complete Care Agreement	\$27,527.59	01-18-61100
7	Hancock Engineering	Engineering Services	\$109,241.03	Various Accounts
8	H&H	Street Light Maintenance	\$17,589.62	01-50-52100
9	Homer Tree Care	Tree Removal Services	\$11,250.00	01-50-52400
10	Klein Thorpe & Jenkins	Legal Services	\$42,275.05	01-15-52400/TIF
11	LRS	Waste Disposal Service	\$142,955.43	41-55-57400
12	Maywood Public Library	Personal Property Tax	\$23,822.56	01-14-61850
13	Twin Supplies	LED Bars	\$6,310.00	01-50-52100
14	WexBank Fleet Svcs	Retail Fuel Purchases	\$17,425.59	Various Accounts

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager
DATE: October 5, 2023
SUBJECT: Payment Approval, Air One Equipment

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #196101 dated 07/27/2023 for rain jackets and pants for the Village of Maywood Public Works Department.

RECOMMENDATION: It is recommended that the total payments of \$6,396.00 be approved for payment. The expense account to be charged: 01-50-61500.



360 Production Drive
 South Elgin, IL 60177
 Phone: 847-289-9000
 Fax: 847-289-9001
 Email: airone@aoc.net

APPROVED TO BE PAID *7/29/23* *4P 6,396.00*

DATE: *7/29/23*
 DEPT HEAD: *Greg Buchanan*
 EXPENSE ACCT. *01-50-61500*
 PO#:

Invoice

Date	Invoice #
7/27/2023	196101

Bill To
MAYWOOD PUBLIC WORKS JOHN WEST 40 MADISON STREET MAYWOOD, IL 60153

Ship To
MAYWOOD PUBLIC WORKS JOHN WEST 40 MADISON STREET MAYWOOD, IL 60153

Customer P.O. No.	S.O. No.	Terms	Due Date	Ship Date	Ship Via	Rep
	121360	Net 45	9/10/2023	7/24/2023	SPEE DEF	TD


Item	Description	Qty	B/O	Price	Amount
8365	ERGODYNE GLOWEAR 8365 CLASS III RAIN JACKET (WITH CUSTOM LOGO) JACKET SIZES: (4) MEDIUM (5) LARGE (7) X-LARGE (10) XX-LARGE (8) 3X-LARGE (8) 4X-LARGE (2) 5X-LARGE	44	0	95.00	4,180.00
8915	ERGODYNE GLOWEAR 8915 CLASS E RAIN PANTS PANT SIZES: (4) MEDIUM (5) LARGE (7) X-LARGE (10) XX-LARGE (8) 3X-LARGE (8) 4X-LARGE (2) 5X-LARGE	44	0	49.00	2,156.00
SHIPPING & HANDLING	SHIPPING & HANDLING	1		60.00	60.00

Total	\$6,396.00
Payments/Credits	\$0.00
Balance Due	\$6,396.00

A 3% processing fee will be added to credit card charges over \$500.00.

Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee. Items ordered in connection with natural disasters, pandemic or like situations cannot be returned and orders for such items cannot be cancelled after 10 days of Seiler's receipt.

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: October 4, 2023
SUBJECT: Payment Approval, Accu-tron Computer Service

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

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>	<u>Service Dates</u>
232219	10/04/2023	\$7,916.66	September 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 # 232219
 DATE: 10/4/2023

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 October 2023	\$7,916.66	\$7,916.66
	Computer Consulting Service Week End 10/6/2023		
	Computer Consulting Service Week End 10/13/2023		
	Computer Consulting Service Week End 10/20/2023		
	Computer Consulting Service Week End 10/27/2023		
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: October 4, 2023
SUBJECT: Payment Approval, Acqua Contractors Corp

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #2301-07 dated 09/27/2023 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 September 1, 2023, and September 27, 2023. Generally, the work performed within this period consists of improvements at 5th Avenue, including drainage improvements, certain concrete restoration, and certain asphalt paving restoration. 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 \$148,001.45 be approved for payment. The expense account to be charged: to be determined.

October 4, 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. 7

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 September 1, 2023 and September 27, 2023. Generally, the work performed within this period consists of improvements at 5th Avenue, including drainage improvements, certain concrete restoration, and certain asphalt paving restoration. 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. 2301-07 in the amount of \$148,001.45. We have attached the Contractor's Affidavit and Waivers of Lien for this Pay Estimate No. 7. 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

October 4, 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. Greg Buchanan, Interim 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. 7
 October 4, 2023

No.	Items	Unit	ADJUSTED CONTRACT VALUE			QUANTITY			Unit Price	Amount
			Quantity	Value	Overage	Remaining	Completed			
1	Earth Excavation	CuYd	2,500	\$ 150,000.00	0	284	2216	\$ 60.00	\$ 132,960.00	
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	204	10896	\$ 5.00	\$ 54,480.00	
7	Sidewalk Removal	SqFt	40,350	\$ 80,700.00	0	4,617	35733	\$ 2.00	\$ 71,466.00	
8	Driveway Pavement Removal	SqYd	1,750	\$ 21,000.00	0	397	1353	\$ 12.00	\$ 16,236.00	
9	Pavement Removal	SqYd	16,424	\$ 131,392.00	0	2,977	13447	\$ 8.00	\$ 107,576.00	
10	Incidental Hot Mix Asphalt Surface Removal	SqYd	95	\$ 5,700.00	10	0	105	\$ 60.00	\$ 6,300.00	
11	HMA Surface Removal, Variable Depth	SqYd	5,315	\$ 47,835.00	634	0	5949	\$ 9.00	\$ 53,541.00	
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	0	6	\$ 200.00	\$ 1,200.00	
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. 7
 October 4, 2023

No.	Items	Unit	ADJUSTED CONTRACT VALUE			QUANTITY			Completed	Unit Price	Amount
			Quantity	Value	Overage	Remaining					
31	Pressure Testing and Disinfection	L.S.	1	\$ 2,500.00	0	0	1	\$ 2,500.00	\$ 2,500.00		
32	10" Dia PVC Combined Sewer Pipe Replacement	Foot	55	\$ 8,690.00	4	0	59	\$ 158.00	\$ 9,322.00		
33	12" Diameter, PVC Combined Sewer Pipe Replacement	Foot	115	\$ 20,125.00	0	9	106	\$ 175.00	\$ 18,550.00		
34	Additional 10" Diameter, PVC Combined Sewer Pipe Replacement	Foot	10	\$ 1,600.00	0	6	4	\$ 160.00	\$ 640.00		
35	Additional 12" Diameter, PVC Combined Sewer Pipe Replacement	Foot	10	\$ 1,780.00	17	0	27	\$ 178.00	\$ 4,806.00		
36	6" Diameter, PVC Sanitary Sewer Service Pipe	Foot	775	\$ 100,750.00	0	233	542	\$ 130.00	\$ 70,460.00		
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	28	395	\$ 130.00	\$ 51,350.00		
40	8" Diameter, PVC Storm Sewer Pipe	Foot	80	\$ 11,200.00	0	20	60	\$ 140.00	\$ 8,400.00		
41	10" Diameter, PVC Storm Sewer Pipe	Foot	885	\$ 139,830.00	0	253	632	\$ 158.00	\$ 99,856.00		
42	12" Diameter, PVC Storm Sewer Pipe	Foot	490	\$ 84,770.00	0	58	432	\$ 173.00	\$ 74,736.00		
43	10" Diameter, DIP Storm Sewer Pipe	Foot	555	\$ 101,565.00	6	0	561	\$ 183.00	\$ 102,663.00		
44	12" Diameter, DIP Storm Sewer Pipe	Foot	100	\$ 20,100.00	0	17	83	\$ 203.00	\$ 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	1,732	7480	\$ 25.00	\$ 187,000.00		
49	Inlet, Type A, Type 1 Frame, Open Lid	Each	3	\$ 5,064.72	0	0	3	\$ 1,688.24	\$ 5,064.72		
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	0	69	\$ 3,150.00	\$ 217,350.00		
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	0	13	\$ 1,000.00	\$ 13,000.00		
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	11	19	\$ 400.00	\$ 7,600.00		
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	6	16	\$ 750.00	\$ 12,000.00		
62	Seal 18" Diameter Pipe with Brick and Mortar	Each	14	\$ 9,800.00	0	2	12	\$ 700.00	\$ 8,400.00		
63	Seal 12" Diameter Pipe with Plug	Each	1	\$ 650.00	0	0	1	\$ 650.00	\$ 650.00		
64	Combination Curb and Gutter, Type B-6.12 (Modified)	Foot	11,015	\$ 396,540.00	0	119	10896	\$ 36.00	\$ 392,256.00		
65	Portland Cement Concrete Sidewalk, 5"	SqFt	40,350	\$ 363,150.00	0	4,632	35718	\$ 9.00	\$ 321,462.00		
66	Detectable Warnings	SqFt	1,450	\$ 51,475.00	0	20	1430	\$ 35.50	\$ 50,765.00		
67	Portland Cement Concrete Driveway Pavement, 7"	SqYd	1,750	\$ 122,500.00	0	397	1353	\$ 70.00	\$ 94,710.00		
68	Portland Cement Concrete Driveway Pavement, 8"	SqYd	375	\$ 28,125.00	0	204	171	\$ 75.00	\$ 12,825.00		

I-290 Corridor Storm Sewer Separation Project
 Owner: Village of Maywood
 Contractor: Acqua Contractors
 Engineer: Edwin Hancock Engineering Co.
 Engineer's Pay Estimate No. 7
 October 4, 2023

No.	Items	Unit	ADJUSTED CONTRACT VALUE		QUANTITY			Unit Price	Amount
			Quantity	Value	Overage	Remaining	Completed		
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	506	3918	\$ 65.50	\$ 256,629.00
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	3	47	\$ 235.00	\$ 11,045.00
73	Incidental Hot-Mix Asphalt Surfacing	Ton	45	\$ 10,620.00	0	27	18	\$ 236.00	\$ 4,248.00
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	67	0	850	\$ 155.00	\$ 131,750.00
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	9,643	5000	\$ 5.20	\$ 26,000.00
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	\$ 590.10	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	137,001	52,772.82	\$ 1.00	\$ 52,772.82
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% \$ 292,757.08
 Less Amount, Previous Invoices \$ 5,414,383.05
 Total Amount Due, Pay Estimate No. 7 \$ 148,001.45



INVOICE

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

Date: September 27, 2023
 Invoice # 2301-07
 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 #7	
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	\$5,855,141.58
LESS 5% RETENTION	<u>\$292,757.08</u>
	\$5,562,384.50
LESS PRIOR PAYMENT	<u>-\$5,414,383.05</u>
CURRENT AMOUNT DUE	\$148,001.45
TOTAL AMOUNT DUE THIS INVOICE	<u>\$148,001.45</u>

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

1290 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

\$148,001.45

) 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

3

Day of

October

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

1290 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

\$5,414,383.05

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	\$3,539,471.58	\$2,688,680.76	\$124,584.59	\$726,206.23
Welch Bros	Precast Structures	\$374,761.84	\$374,761.84	\$0.00	\$0.00
Core & Main	Water & Sewer Mtis	\$260,924.40	\$260,924.40	\$0.00	\$0.00
JG Demo	Concrete	\$1,153,263.50	\$725,228.64		\$428,034.86
DelToro Landscaping	Landscape	\$288,777.00	\$0.00	\$0.00	\$288,777.00
McGill Construction	HMA	\$634,000.00	\$316,705.47	\$21,643.13	\$295,651.40
Highway Safety Corp	Traffic Control	\$22,140.00	\$21,193.99	\$0.00	\$946.01
Vulcan Materials	Stone/Dirt Dumps	\$458,432.69	\$456,658.96	\$1,773.73	\$0.00
Y&V Transport Inc	Trucking	\$241,448.75	\$241,448.75	\$0.00	\$0.00
Adriatica Construction Co	Trucking	\$328,780.24	\$328,780.24		\$0.00
TOTAL LABOR AND MATERIAL TO COMPLETE		\$7,302,000.00	\$5,414,383.05	\$148,001.45	\$1,739,615.50

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 3 day of October, 2023.

Signature

Alex Rendina | President

Subscribed and sworn to before me this

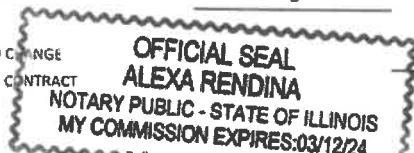
3

day of

October

2023.

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



70

**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	\$3,539,471.58	\$171,777.34	\$0.00	\$2,688,680.76	\$124,584.59	\$726,206.23
Welch Bros 1050 St Charles St Elgin, IL 60121	Precast Concrete Structures	\$374,761.84	\$0.00	\$0.00	\$374,761.84		\$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	\$22,140.00	\$2,231.89	\$0.00	\$21,193.99		\$946.01
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	\$31,516.45	\$0.00	\$316,705.47	\$21,643.13	\$295,651.40
Vulcan Materials LLC 5500 Joliet Road McCook, IL 60525	Trucking	\$458,432.69	\$0.00	\$0.00	\$456,658.96	\$1,773.73	\$0.00
Y & V Transport Inc. 6104 S. Karlov Ave Chicago, IL 60629	Trucking	\$241,448.75	\$0.00	\$0.00	\$241,448.75		\$0.00
Adriatica Construction Co 42W312 Keslinger Rd Elburn, IL 60119	Trucking	\$328,780.24	\$0.00	\$0.00	\$328,780.24		\$0.00
TOTAL		\$7,302,000.00	\$286,106.64	\$0.00	\$5,414,383.05	\$148,001.45	\$1,739,615.50
AMOUNT OF ORIGINAL CONTRACT	\$7,302,000.00	WORK COMPLETED TO DATE	\$5,514,030.52				
EXTRAS TO CONTRACT (+)	\$0.00	LESS 5% RETAINED	\$286,106.64				
TOTAL CONTRACT AND EXTRAS	\$7,302,000.00	NET AMOUNT EARNED	\$5,227,923.88				
CREDITS TO CONTRACT (-)	\$0.00	NET PREVIOUSLY PAID	\$5,414,383.05				
ADJUSTED TOTAL CONTRACT	\$7,302,000.00	NET AMOUNT OF THIS PAYMENT	\$148,001.45				
		BALANCE TO BECOME DUE (including retention)	\$1,739,615.50				

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: _____

PRESIDENT
(Position)

Subscribed and sworn to before me this

3rd

day of

October

, 2023.

Affix Notary Seal

Notary Public

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





FREEDOM OF INFORMATION REQUEST FORM FOR PUBLIC RECORDS

VILLAGE OF MAYWOOD

40 Madison Street
Maywood, IL 60153
Phone: (708) 450-6360/Fax: (708) 681-8818
Email: cthompkins@maywood-il.gov or nkornegay@maywood-il.gov

****Note to Requester: Retain a copy of this request for your files. If you eventually need to file a Request for Review with the Public Access Counselor, you will need to submit a copy of your FOIA request.****

Date of Request: 9/28, 2023

Request Submitted By: E-mail U.S. Mail Fax In Person Verbal

Name of Requester: _____ Claudia Diaz
Street Address: 7100 16th St City/State: Berwyn Zip Code: IL
Telephone: 7733180216 E-mail: Claudia@diazcaselaw.com Fax: _____

Records Requested: *Provide as much specific detail as possible so the public body can identify the information that you are seeking. You may attach additional pages, if necessary.

Do you want copies of the records? YES or NO
--Do you want Electronic Copies or Paper Copies? Electronic
--If you want Electronic Copies, in what format? _____

Is this request for a Commercial Purpose? YES or NO
(It is a violation of the Freedom of Information Act for a person to knowingly obtain a public record for a commercial purpose without disclosing that it is for a commercial purpose, if requested to do so by the public body. 5 ILCS 140.3.1(c)).


Identify Purpose: Non-Commercial 1305 18th Ave

Are you requesting a fee waiver? YES or NO
(If you are requesting that the public body waive any fees for copying the records, you must explain the request below or attach a statement of the purpose of the request, and whether the principal purpose of the request is to access or disseminate information regarding the health, safety and welfare or legal rights of the general public. 5 ILCS 140/6(c)).
Explain fee waiver request: _____

FOR OFFICE USE ONLY
Date Received: _____ Date Response Due: _____
Received by: _____
Notations: _____

The Village of Maywood has (5) working days after receipt to respond to your request.

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: October 4, 2023
SUBJECT: Payment Approval, Allied Service Group

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #1029 for transportation services for The Village of Maywood Police Department.

RECOMMENDATION: It is recommended that the total payments of \$9,000.00 be approved for payment. The expense account to be charged: 01-40-52400.



ALLIED SERVICES GROUP INC.
 600 W CERMAK RD, STE 202
 Chicago, IL 60616
 +31 22651784
 asg@alliedservicesgroupsite.com
 www.alliedservicesgroupsite.com

INVOICE

BILL TO

Ms. Nellie Pittmon
 Maywood Police Department
 125 S. 5th Avenue
 Maywood, IL 60153

INVOICE # 1029

DATE 09/11/2023

DUE DATE 10/11/2023

TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
TRANSPORTATION: Maywood Police Department See Attached Call Log per Removal.	15	600.00	9,000.00

BALANCE DUE **\$9,000.00**

RECOMMENDED TO BE PAID	
DATE:	9-21-23
DEPT HEAD:	<i>[Signature]</i>
EXPENSE ACCT:	01-40-52400
PO#	



MAYWOOD COOK COUNTY Removal Form

Name of Deceased: Annette Brown Date: 2/11/23 Crew# 391

Address: 2160 S First Ave Van #: Ram

City/Town: Maywood IL Seal# _____

County Case Report # 23-02426 ME#: 2023-00907

Call Rec'd: 1945 On Scene Time: 2005 Ending Time: 2100

Starting Mileage: 69312 Ending Mileage: 69358

Comments/Description of Properties: ~~XXXXXXXXXX~~ 300

Signature: [Handwritten Signature]

[Handwritten Mark]

Alled

Services Group Inc.

MAYWOOD

COOK COUNTY Removal Form

Name of Deceased: Joseph Bempah Date: 2/17/23 Crew# 387, 391

Address: 2123 S. 3rd Ave Van #: Box X2

City/Town: Maywood IL Seal# _____

County Case Report # _____ ME#: 2023-01041

Call Rec'd: 1737 On Scene Time: 1830 Ending Time: 1939

Starting Mileage: 120637 Ending Mileage: 120070

Comments/Description of Properties:

Wozniczka 306

Signature: _____

JK



Maywood Police Department Removal Form

Name of Deceased: Joe N. Simpson Date: 3/18/23 Crew# 3609/

Address: 1630 S. 16th Ave Van #: _____

City/Town: Maywood Seal# _____

Maywood Case Report # 23-4503 ME#: 23-61650

Call Rec'd: 2334 On Scene Time: 0042 Ending Time: _____

Starting Mileage: 131040 Ending Mileage: 131067

Comments/Description of Properties:

Signature: _____





Maywood Police Department Removal Form

Name of Deceased: Thomas, Tommy G Date: 04/04/23 Crew#: 351-370

Address: 515 S. 2nd St Van #: LAM/X2

City/Town: Maywood Seal# _____

Maywood Case Report # 23-5539 ME#: 23-01947

Call Rec'd: af22 On Scene Time: 0907 Ending Time: 1010

Starting Mileage: 73123 Ending Mileage: 73139

Comments/Description of Properties:

Signature: [Signature]





Maywood Police Department Removal Form

Name of Deceased: Tyler Colman Date: 4-7-23 Crew#: 324/326

Address: 1228 S 15th Ave Van #: X1

City/Town: Maywood Seal# _____

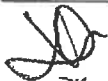
Maywood Case Report # 23-05919 ME#: 02076

Call Rec'd: 2200 On Scene Time: 2300 Ending Time: 2320

Starting Mileage: 124135 Ending Mileage: 124155

Comments/Description of Properties:

Signature: Victor [Signature]





Maywood Police Department Removal Form

Name of Deceased: Donald Hardy Date: 4/8/23 Crew#: 325-381

Address: Loyola Hospital Van #: X1

City/Town: Maywood, IL Seal#: 9727

Maywood Case Report # 23-05940 ME#: 202302085

Call Rec'd: 1210 On Scene Time: 1257 Ending Time: 1341

Starting Mileage: 124227 Ending Mileage: 124248

Comments/Description of Properties:

Signature: 





Maywood Police Department Removal Form

Name of Deceased: Jamyrlee J. Andrews Date: 4.25.23 Crew#: 385

Address: Loyal # Van #: _____

City/Town: Maywood Seal# _____

Maywood Case Report# 23-07194 ME#: 2023-02483

Call Rec'd: 0540 On Scene Time: 0619 Ending Time: 0715

Starting Mileage: 101321 Ending Mileage: 101344

Comments/Description of Properties:

Signature: _____



Services Group Inc.

Maywood Police Department Removal Form

Name of Deceased: Inocencio Fernandez Date: 5/20/23 Crew# 325/381

Address: 605 N. 8th Ave Van #: X1

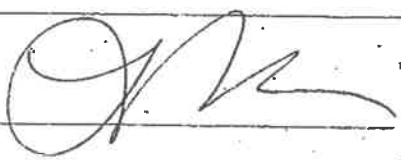
City/Town: Maywood, IL Seal# 9990

Maywood Case Report # 2308961 ME#: 202303039

Call Rec'd: 0806 On Scene Time: 0856 Ending Time: 0924

Starting Mileage: 127337 Ending Mileage: 127361

Comments/Description of Properties:

Signature: 





Maywood Police Department Removal Form

Name of Deceased: Cleveland Edward Date: 5/22/23 Crew#: 323

Address: 2160S. 2nd Ave Waywood
Loyola Hospital Van #: X1

City/Town: Maywood Seal# 8252

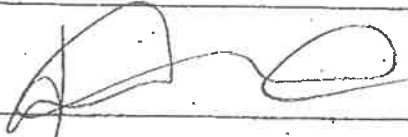
Maywood Case Report # 2023-09 140 ME#: 2023-03081

Call Rec'd: 1715 On Scene Time: 1745 Ending Time: 18:15

Starting Mileage: 151211 Ending Mileage: 151233

Comments/Description of Properties:

Early 320, Crew arrived at Loyola Hospital.
No officer was present. Crew transported
body to CCME.

Signature: 



Maywood Police Department Removal Form

Name of Deceased: Melvin Windom Date: 6/12/23 Crew#: 325-381

Address: 126 S. 21st Ave Van #: X1

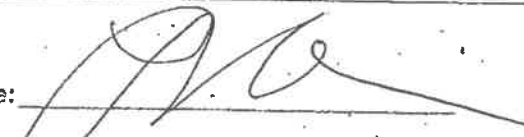
City/Town: Maywood Seal#: 9591

Maywood Case Report# 23-10705 ME#: 2023-03559

Call Rec'd: 1203 On Scene Time: 1245 Ending Time: 1348

Starting Mileage: 129400 Ending Mileage: 129426

Comments/Description of Properties:

Signature:  84



COOK COUNTY

Removal Form

Name of Deceased: Geamese Betney Date: 6/24/23 Crew# 390,391

Address: 801 S. 16th Ave Van #: Ram

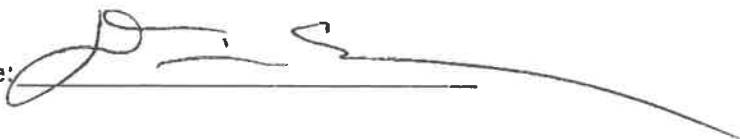
City/Town: Maywood Seal# _____

County Case Report # 23-11696 ME#: 2023-03816

Call Rec'd: 1830 On Scene Time: 1900 Ending Time: 1931

Starting Mileage: 80290 Ending Mileage: 80303

Comments/Description of Properties:

Signature: 





Maywood Police Department Removal Form

Name of Deceased: Meeks Tristan Date: 7/17/2023 Crew#: 353

Address: 2140 S. 1st Ave (Loyola) Van #: X1

City/Town: Maywood Seal# _____

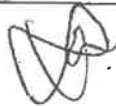
Maywood Case Report # 2023-13451 ME#: 2023-04291

Call Rec'd: 0032 On Scene Time: 1:00am Ending Time: 1:33

Starting Mileage: 131933 Ending Mileage: 131955

Comments/Description of Properties:

Signature: _____





Maywood Police Department Removal Form

Name of Deceased: Gregory Montana Date: 7/22/23 Crew#: 3241369

Address: 2160 1st Ave Van #: X2

City/Town: Maywood Seal# _____

Maywood Case Report # 23-13869 ME#: 04412

Call Rec'd: 1852 On Scene Time: 2030 Ending Time: 2130

Starting Mileage: 157019 Ending Mileage: 157035

Comments/Description of Properties:

Signature: Victor [Signature]



Maywood Police Department Removal Form

Name of Deceased: Decardo Armstrong Date: 7/23/23 Crew#: 391,393

Address: Loyola E.R Van #: Ram

City/Town: Maywood Seal# 9908

Maywood Case Report# 23-13889 ME#: 2023-04420

Call Rec'd: 0025 On Scene Time: 0106 Ending Time: 0132

Starting Mileage: 83177 Ending Mileage: 83199

Comments/Description of Properties:

Signature: 



Maywood Police Department Removal Form

Name of Deceased: Juan Vazquez Date: 8.28.23 Crew#: X2-303

Address: Loyola (ER) Van #: X2

City/Town: Maywood Seal# f

Maywood Case Report # 23-16591 ME#: 2023-05155

Call Rec'd: 0945 On Scene Time: 1030 Ending Time: 1230

Starting Mileage: 158033 Ending Mileage: 158049


Comments/Description of Properties:

Body located in the ER. Bag of clothes to go with body.

Signature: [Handwritten Signature]



**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: October 4, 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>
126	10/04/2023	\$7,500.00	September 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: October 4, 2023, 2023
September 2023
INVOICE # 126



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!

**of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager *JK*
DATE: October 4, 2023
SUBJECT: Payment Approval, DE LAGE LANDEN FINANCIAL SVCS

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #80865281 dated 10/01/2023 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>
80865281	10/01/2023	\$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: 80865281
 Due Date: 10/01/2023
 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



2100000808652810027527591

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

WWW.LEASEDIRECT.COM

Contract Number: 500-50447706
 Invoice Number: 80865281
 Account Number: 1660891
 Site Number: 5656023
 Invoice Date: 09/09/2023

Period of Performance: 10/01/2023-10/31/2023
 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						
Asset Location: 40 MADISON ST MAYWOOD COOK IL 60153-2323 United States										
500-50447706	500-50490078		Docuware / Software	50490078_1						
Comments: MIGRATION										
Asset Location: 40 MADISON ST MAYWOOD COOK IL 60153-2323 United States										
Asset Amount Total:										\$0.00

Contact Us

Privacy Notice: We're updating our Privacy Statement to reflect our privacy practices and to comply with new laws and regulations which take effect in 2023. Those changes include updates to your privacy rights and options. This is part of our ongoing commitment to be transparent about the types of personal information we collect, where that information comes from, how we use it, and with whom we disclose it. The new updates will take effect on December 31, 2022, and no further action is required by you. You can learn more about our privacy practices at our website (<https://www.leasedirect.com/usprivacy>).

 **WWW.LEASEDIRECT.COM**

- ✓ View contract and invoice copies
- ✓ View open balances and a Pay History of your contract
- ✓ Update your insurance
- ✓ Update your Billing or Asset Address
- ✓ Enroll in Paperless
- ✓ Enroll in Direct Debit

Correspondence Address

DE LAGE LANDEN FINANCIAL SERVICES, INC.
1111 OLD EAGLE SCHOOL RD
WAYNE, PA 19087-1453

*Please provide your contract number

Customer Service

800-736-0220

Important Reminder

Enclose remittance slip with your check and send it to the address on the reverse side to ensure accurate and timely processing of your payment. **Please remit payments at least 5 days prior to due date. Please record your Invoice number on the check.**

Explanation of Charges

It is important to us that you understand the charges on your invoice. Please refer to this guide for assistance.

1. **DOCUMENTATION/ORIGINATION FEE** – A one-time fee assessed on new transactions to cover our expenses for preparing financing statements and other documentation costs.
2. **INTERIM PAYMENT** – A charge to account for the partial month, prior to the first full billing cycle, calculated per the terms and conditions in the contract.
3. **INSURANCE CHARGE** – A charge due each billing period as the result of the equipment being insured by the lessor against theft or damage.
4. **PAYMENT** – Amount due each billing period in accordance with the terms of the contract.
5. **LATE FEE** – Assessed when a payment is not received by its due date, as provided by the contract.
6. **FINANCE CHARGE** – Assessed when a payment is not received and is over thirty (30) days past its due date.
7. **PROPERTY TAX** – The lessor, as the owner of the equipment, is assessed and pays property tax to the appropriate taxing authority on an annual basis. Per the contract, the Lessee has agreed to reimburse the Lessor for all property taxes paid on their behalf plus reasonable administrative costs. For questions about taxes, call the Customer Service number above.
8. **RETURNED CHECK FEE** – Assessed each time a check is returned for any reason.
9. **CUSTOMER SERVICE FEE** – Assessed when a request for an amortization schedule, an invoice copy, a pay history or additional contract copy is requested.
10. **ACCOUNT SUMMARY** – Overview of prior billed invoices for which a partial or no payment was received at the time the current invoice was printed.
11. **TAX OR LESSOR SURCHARGE** – Taxes due in accordance with the tax laws of the state(s) where the equipment is located. For tax related questions, call the Customer Service number above.
12. **PURCHASE ORDER** – Reference to purchase order number is for equipment identification purposes only.

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager *JK*
DATE: October 4, 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
23-0797	09/22/2023	\$19,083.00	2023 CDBG Roadway Improvements
23-0798.8	09/22/2023	\$46,101.08	Washington Blvd Phase II Engineering
23-0799	09/22/2023	\$33,471.75	I-290 Corridor Storm Sewer Separation
23-0801	09/22/2023	\$10,585.20	Central Sewer Separation Improvement

RECOMMENDATION: It is recommendation that the total payments of \$109,241.03 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

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

INVOICE DATE: 9/22/2023
INVOICE NO: 23-0797
BILLING THROUGH: 8/31/2023

5652229701 - 2023 CDBG 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 - IV	98.00	\$121.00	\$11,858.00
ENGINEER - I	45.50	\$102.00	\$4,641.00
ENGINEER - VI	17.00	\$152.00	\$2,584.00
TOTAL SERVICES	160.50		\$19,083.00

BILL NO. 8, AMOUNT DUE THIS INVOICE \$19,083.00

This invoice is due on 10/22/2023

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
\$44,376.00	\$723.00	23-0702	8/29/2023	\$20,651.50	\$3,692.50	\$20,651.50



Edwin Hancock Engineering Co.

9933 W Roosevelt Road

Westchester, IL 60154

Tel: 708-865-0300

www.ehancock.com

INVOICE

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

INVOICE DATE: 9/22/2023

INVOICE NO: 23-0798.8

BILLING THROUGH: 8/31/2023

565-23-05801 - Washington Boulevard Phase III Engineering

THIS PROJECT IS UTILIZING FEDERAL FUNDS. SEE ATTACHED FOR MORE INFORMATION.

LOCAL AGENCY COST PLUS FIXED FEE INVOICE

Date **09/22/23** Invoice No. **23-0798.8**

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:
 & Supplemental Agreement(s) dated:
 Consultant's Job No **56523-05801** Overhead Rate **117.25**
 FHWA Authorization Date **10/06/23**

1) Invoice Period From: **08/01/23** To: **08/31/23**

	This Invoice	Previously Invoiced	Earned to Date	Max Allowable
2) Maximum Payable				
3) Direct Salaries	\$18,020.34	\$70,877.90	\$88,898.24	\$198,848.00
4) QC/QA				
5) Payroll & Overhead				
this invoice <u>117.2500%</u>	\$21,128.85	\$83,104.34	\$104,233.19	\$219,566.00
average <u>0.0000%</u>				
6.) Fixed Fee= <u>9.2602%</u>	\$5,811.89	\$27,070.19	\$32,882.08	\$62,762.00
7) Direct Costs Prime				
8) Services by others				
TSC <input type="checkbox"/> DBE?	\$1,140.00	\$11,855.00	\$12,995.00	\$13,200.00
9) Total invoiced for project including this invoice			\$239,008.51	
10) Previously Invoiced		\$192,907.43		
11) Payment Due this invoice	\$46,101.08			

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: 2023.09.25 08:54:37 -05'00'
 Name
James G. Goumas
 Title
Vice President



INVOICE NO: IN128150

TESTING SERVICE CORPORATION

Providing a full range of services . . . from a location near your project!

Remit To:

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

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Edwin Hancock Engineering Company
9933 Roosevelt Road
Westchester, IL 60164-2749

Attn: Mr. Rob Prohaska

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Washington Boulevard - FAU 1441
Washington Boulevard
Maywood, IL

P.O. #	Project Eng. Schmitz, Jeffrey	Our Job # 095193 - 1160	Terms Code N30	Invoice Date 8/31/2023
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RPT	Date	Description	Quantity	Unit Price	Amount
6	8/03	Bulk Density of Core Specimens	2.00	50.00	100.00
6	8/04	Engineering Services, Reg Hours	0.50	160.00	80.00
6	8/04	Materials Tester I, Reg Hours	5.25	112.00	588.00
6	8/04	Trip Charge	1.00	55.00	55.00
6	8/04	Use of Nuclear Density Gauge, Per Day	1.00	50.00	50.00
6	8/04	Bulk Density of Core Specimens	2.00	50.00	100.00
6	8/07	Materials Tester I, Reg Hours	1.00	112.00	112.00
6	8/07	Trip Charge	1.00	55.00	55.00

RECOMMENDED *BP*

FOR APPROVAL

EDWIN HANCOCK ENGINEERING CO.
Willow

DATE 9-15-23

PROJECT NO. 565-23-05801

Budget Information 13,200.00 Amount Previously Billed 11,855.00 This Invoice 1,140.00 Amt Remaining 205.00		Total:	1,140.00
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Invoice

Original

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 acknowledgment that this or those 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.



Edwin Hancock Engineering Co.

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

INVOICE

INVOICE DATE: 9/22/2023
INVOICE NO: 23-0799
BILLING THROUGH: 8/31/2023

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	52.00	\$105.00	\$5,460.00
ENG TECH - I	33.25	\$43.00	\$1,429.75
ENGINEER - I	15.00	\$102.00	\$1,530.00
ENGINEER - IV	123.00	\$132.00	\$16,236.00
ENGINEER - VI	58.00	\$152.00	\$8,816.00
TOTAL SERVICES	281.25		\$33,471.75

BILL NO. 8, AMOUNT DUE THIS INVOICE \$33,471.75

This invoice is due on 10/22/2023

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
\$366,047.00	\$0.00	23-0703	8/29/2023	\$53,037.75	\$133,996.50	\$53,037.75



Edwin Hancock Engineering Co.

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

INVOICE

INVOICE DATE: 9/22/2023
INVOICE NO: 23-0801
BILLING THROUGH: 8/31/2023

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	94.00	\$119,369.13	\$108,783.93	\$10,585.20
TOTAL	\$638,120.00		\$630,367.63	\$619,782.43	\$10,585.20

BILL NO. 16, AMOUNT DUE THIS INVOICE \$10,585.20

This invoice is due on 10/22/2023

cc: Ms. Tanika Skipper, Accounts Payable

INVOICE



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

Date: 3/9/2023
Invoice No.: MWSS-03

Project Name: Maywood - Storm Sewer Separation Project
Invoice Period: 1/28/2023-2/24/2023

Direct Labor				
Classification	Employee	Hours	Rate	Amount
Principal	Tammy Wierciak	2.75	\$173.00	\$475.75
Principal	Seema Wadia	0.25	\$173.00	\$43.25
Sr. Proj Manager	Jordan Rogalski	44.00	\$127.00	\$5,588.00
Sr. Comms Manager	Brenda Tlapa	7.00	\$113.00	\$791.00
Total Hours		54.00		
Subtotal Direct Labor				\$6,898.00
Direct Expenses				Amount
Weebly Site Plan Renewal				\$144.00
Subtotal Direct Expenses				\$144.00
Invoice Total				\$7,042.00

Work Completed this Period

- * Open house event location coordination
- * Open house meeting materials development (press release, postcard mailer)
- * Presentation updates
- * Website updates

**RECOMMENDED
FOR APPROVAL**

EDWIN HANCOCK ENGINEERING CO.

DATE 4-7-23

PROJECT NO. 565-20-26015

Previously Invoiced: \$10,031.08

Invoiced to Date: \$17,073.08

Payment Due this Invoice: \$7,042.00

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.



Hi there,

Thanks for choosing Weebly.

Here is a summary of your order:

Order Date: Feb 14, 2023
Order Number: 765605742573056027
Account ID: 140790397

Paid by:
Tammy Wierciak
Metro Strategies Group
1901 Butterfield Road, Suite 260
Downers Grove, IL 60515

Item	Term	Quantity	Price
Professional Site Plan For your site STORM SEWER SEPARATION PROJECT - www.maywoodsewerproject.org Expires on Feb 14, 2024	1 year	1	\$144.00
Subtotal:			\$144.00
IL State Tax:			\$0.00
Total:			\$144.00

Paid with Visa ending in 9285

Need help? Check out our help center or blog.

Thanks,
The Weebly Team

INVOICE



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

Date: 2/9/2023
Invoice No.: MWSS-02

Project Name: Maywood - Storm Sewer Separation Project
Invoice Period: 3/26/22-1/27/23

Direct Labor				
Classification	Employee	Hours	Rate	Amount
Principal	Tammy Wierclak	1.75	\$173.00	\$302.75
Sr. Proj Manager	Jordan Rogalski	23.50	\$127.00	\$2,984.50
Sr. Comms Manager	Brenda Tiapa	2.00	\$113.00	\$226.00
Total Hours		27.25		
Subtotal Direct Labor				\$3,513.25
Direct Expenses				Amount
Weebly Webiste Domain Renewal				\$29.95
Subtotal Direct Expenses				\$29.95
Invoice Total				\$3,543.20

- Work Completed this Period**
- * Project status updates
 - * Public meeting/open house preparation
 - * Presentation template
 - * Develop draft meeting materials

**RECOMMENDED
 FOR APPROVAL**

EDWIN HANCOCK ENGINEERING CO.

DATE 3-10-23

PROJECT NO. 565-20-26015

Previously Invoiced: \$6,487.88
 Invoiced to Date: \$10,031.08

Payment Due this Invoice: \$3,543.20

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.



Thank you for your purchase

You have successfully added 1 year to your maywoodsewerproject.org registration. Your new renewal date is February 14, 2024.

Here is a summary of your order:

Order Date: Dec 31, 2022
Order Number: 457142458976113808
Account ID: 140790397

Paid by:
Tammy Wierciak
Metro Strategies Group
1901 Butterfield Road, Suite 260
Downers Grove, IL 60515


Item	Term	Quantity	Price
Domain maywoodsewerproject.org Renews every 1 year	1 year	1	\$19.95
Add-on: Domain Privacy Renews every 1 year	--	1	\$10.00
Subtotal:			\$29.95
IL State Tax:			\$0.00
Total:			\$29.95

Paid with Visa ending in 9285

Need help? Check out our help center or blog.

Thanks,
The Weebly Team

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: October 4, 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>
42057	07/30/2023	\$17,589.62

RECOMMENDATION: It is recommendation that the total payments of \$17,589.62 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: 42057
 Invoice Date: 07-30-2023
 Draw ID: 618
 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 #: 19496.				
	DATE: THURSDAY, JULY 6, 2023 - COMPLETED THE FOLLOWING WORK:				
1	9TH AVE. & LAKE ST. - CABLE TROUBLE. LOCATION OF FAULTY PREVIOUSLY LOCATED AND CONCRETE BROKEN OUT. DUG DOWN TOTAL OF (4) FEET TO EXPOSE CABLE.				
-	CUT OUT FAULTY SECTION. ENERGIZED AND FOUND FAULTY FEED CABLES. FEED COMES FROM NORTH ACROSS LAKE STREET. ABANDONED 9TH AVE. FEED CABLES.				
-	INTERCEPTED STREET LIGHT CABLES FROM LAKE STREET CIRCUIT. LOCATED LAKE STREET CIRCUIT TO WITHIN 5 FEET OF OPEN HOLE. SAW CUT A PATCH IN CONCRETE TO BREAKAWAY.				
-	INTERCEPTED LAKE STREET CABLES. FOLLOW UP REQUIRED TO BREAK OUT CONCRETE AND SPLICE INTO LAKE STREET CIRCUIT AND ADD A QUAZITE BOX.				
	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
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	12.00	HOUR	53.40	640.80
	Subtotal				1,880.40

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: 42057
 Invoice Date: 07-30-2023
 Draw ID: 618
 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: THURSDAY, JULY 6, 2023 - COMPLETED THE FOLLOWING WORK:				
1	9TH AVE. & MADISON ST. - TRAFFIC SIGNAL - FLASHING CORNER CVM FAULTY ON MMU. RESET, WATCHED FOR A FEW CYCLES. NO FOLLOW UP REQUIRED.				
	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	155.00	387.50
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.50	HOUR	53.40	133.50
	Subtotal				521.00
	DATE: FRIDAY, JULY 7, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A231873178 - 1205 S 16TH AVE.				
2	A231873169 - 1411 S 18TH AVE.				
3	A231863310 - CONGRESS ST. & 9TH AVE.				
4	A231862996 - 415 LEXINGTON ST.				
5	A231862515 - 617 S 6TH AVE.				
6	X231850047 - 1633 S 18TH 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).	7.00	EACH	3.55	24.85
	RED MARKING FLAGS (H&H).	50.00	EACH	.1390	6.95
	Subtotal				31.80
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	31.80	7.95
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80

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: 42057
 Invoice Date: 07-30-2023
 Draw ID: 618
 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>
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	3.00	HOUR	6.90	20.70
	Subtotal				477.15
	DATE: MONDAY, JULY 10, 2023 - COMPLETED THE FOLLOWING WORK:				
1	1718 18TH AVE. - INSTALLED PHOTOCELL.				
2	1221 15TH AVE. - INSTALLED FIXTURE FROM MAYWOOD STOCK.				
3	1800 20TH AVE. - CALLED IN FOR MISSING FIXTURE. POLE WAS NOT STREET LIGHT POLE BUT STREET NAME POLE.				
	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
	Subtotal				413.20
	PHOTOCELL CONTROL - TWIST LOCK TYPE - 105-305VOLTS.	2.00	EACH	11.2590	22.52
	Subtotal				22.52
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	22.52	5.63
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	4.00	HOUR	53.40	213.60
	Subtotal				654.95
	DATE: MONDAY, JULY 10, 2023 - COMPLETED THE FOLLOWING WORK:				
1	9TH AVE. & LAKE ST. - SOUTHEAST CORNER. CUT CONCRETE WITH SAW PREVIOUSLY. BROKE OUT CONCRETE WITH JACK HAMMER. DUG DOWN AND EXPOSED UNIT DUCT FOR LAKE STREET CIRCUIT.				

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: 42057
 Invoice Date: 07-30-2023
 Draw ID: 618
 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		
-	CUT INTO UNIT DUCT AND SPLICED 9TH AVE. CIRCUIT IN. INSTALLED HANDHOLE AND BACKFILLED. VERIFIED STREET LIGHTS WORKING. DUMPED CONCRETE AT PUBLIC WORKS.				
-	FOLLOW UP TO REPAIR CONCRETE. 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
	QUAZITE BOX WITH NO BASE, 11" X 18".	1.00	EACH	271.30	271.30
	QUAZITE COVER, 11" X 18".	1.00	EACH	164.52	164.52
	1.25" EMPTY UNITDUCT POLYETHYLENE (BLACK).	8.00	FOOT	.9817	7.85
	1-1/C#6AWG XLP/USE-2 CABLE.	8.00	FOOT	.8618	6.89
	#6 AWG (BLUE) TWO WAY CONNECTOR - LONG BARREL TYPE.	2.00	EACH	7.18	14.36
	T&B#HS12-6L - HEAT SHRINK TUBE (#12AWG TO #6AWG) (8 INCH LENGTH).	2.00	EACH	2.8206	5.64
	T&B #54640 - ORANGE COMPRESSION CABLE JOINT.	2.00	EACH	2.3950	4.79
	T&B#HS6-1L - HEAT SHRINK TUBE (#6AWG TO #1AWG) (8 INCH LENGTH).	2.00	EACH	3.3189	6.64
	ELECTRICAL SPLICING TAPE - VINYL (BLACK).	2.00	ROLL	22.45	44.90
	BLUE WIRE NUT - WING TYPE.	2.00	EACH	.55	1.10
	Subtotal				527.99
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	527.99	132.00
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	12.00	HOUR	53.40	640.80
	ARROWBOARD (TRAFFIC CONTROL & PROTECTION) - TOWABLE TYPE.	6.00	HOUR	4.30	25.80
	H&H EQUIPMENT #0283 -AIR COMPRESSOR.	6.00	HOUR	53.17	319.02
	Subtotal				2,885.21

continued

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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: 42057
 Invoice Date: 07-30-2023
 Draw ID: 618
 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, JULY 12, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X231921835 - 18 21ST AVE.				
2	A231882724 - 1830 3RD AVE.				
3	X231921517 - 1935 24TH AVE.				
4	X231921864 - 1411 18TH AVE.				
5	X231880522 - 1916 MADISON ST.				
6	X231921500 - 11TH AVE. & WASHINGTON BLVD.				
7	A231911662 - 1201 GREENWOOD AVE.				
8	A231921548 - 401 AUGUSTA ST.				
9	X231921849 - 227 19TH AVE.				
10	X231880686 - 2025 5TH AVE.				
11	A231920493 - 1400 21ST AVE.				
12	X231921858 - 1205 16TH AVE.				
13	A231921613 - 241 18TH AVE.				
14	A231914659 - 1215 8TH AVE.				
15	A231880078 - 5TH AVE. & CHICAGO 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).	6.00	EACH	3.55	21.30
	RED MARKING FLAGS (H&H).	50.00	EACH	.1390	6.95
	Subtotal				28.25
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	28.25	7.06
	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				1,098.71

continued

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 FINANCE DEPARTMENT
 40 MADISON STREET
 MAYWOOD, IL 60153

Job Location:
 MAYWOOD (TS & SL)

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	DATE: WEDNESDAY, JULY 12, 2023 - COMPLETED THE FOLLOWING WORK:				
1	CALLED IN TO CHECK AREA WIDE OUTAGES. MARKED POLES TO FOLLOW UP DURING DAY TIME HOURS.				
2	16TH AVE. FROM WASHINGTON BLVD. TO RANDOLPH ST. - ALL OUT. TROUBLESHOT AND FOUND OPEN SPLICE AT POLE TO NORTH OF WASHINGTON BLVD. REPAIRED CABLES. - RESPLICED AND VERIFIED LIGHTS WORKING AS THEY SHOULD.				
3	MADISON ST. & 15TH AVE. - CUT OUT BALLAST AND INSTALLED L.E.D. COBB LAMP.				
4	BETWEEN 15TH AVE. & 16TH AVE. ON MADISON ST. - CUT OUT BALLAST AND INSTALLED L.E.D. COBB LAMP.				
	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
	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				852.30
	1/C#6 AWG XLP/USE-2 CABLE, COPPER.	1.00	FOOT	.8618	.86
	#6 AWG (BLUE) TWO WAY CONNECTOR - LONG BARREL TYPE.	2.00	EACH	7.40	14.80
	T&B#HS16-12L - HEAT SHRINK TUBE (#16AWG TO #12AWG) (8 INCH LENGTH).	2.00	EACH	2.8135	5.63
	BUSSMANN #HEB-AA - SINGLE SCREW TYPE FUSEHOLDER, 30 AMP RATING.	2.00	EACH	25.37	50.74
	BUSSMANN #HET-AA SCREW TYPE NEUTRAL BLOCK WITH RUBBER BOOTS, 30AMP RATING.	4.00	EACH	4.86	19.44

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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>
	35 WATT L.ED. COBB LAMP.	2.00	EACH	89.44	178.88
	Subtotal				270.35
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	270.35	67.59
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	7.50	HOUR	53.40	400.50
	Subtotal				1,590.74
	DATE: MONDAY, JULY 17, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A231933040 - 405 11TH AVE.				
2	X231951308 - 1718 1ST AVE.				
3	A231951015 - 1002 6TH 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).	25.00	EACH	.1390	3.48
	Subtotal				14.13
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	14.13	3.53
	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				508.46

DATE: WEDNESDAY, JULY 19, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:

1 5TH AVE. & HARRISON ST. AND 5TH AVE. & CONGRESS ST. - LOCATED PER AQUAS REQUEST.

2 A231980747 - 1431 19TH AVE.

3 A231980753 - 1231 19TH AVE.

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Invoice ID: 42057
 Invoice Date: 07-30-2023
 Draw ID: 618
 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>
4	A231980783 - 19TH AVE. & MADISON ST.				
5	A231980792 - 19TH AVE. & MADISON ST.				
6	A231980808 - 19TH AVE. & MADISON ST.				
7	A231980818 - 19TH AVE. & MADISON ST.				
8	A231980868 - WARREN AVE. & 19TH ST.				
9	A231980887 - WASHINGTON BLVD. & 19TH AVE.				
10	A231980887 - WASHINGTON BLVD. & 19TH AVE.				
11	A231980894 - WASHINGTON BLVD. & 19TH AVE.				
12	A231982652 - 1505 1ST AVE.				
15	X231520389 - 6TH AVE. & WALTON ST.				
16	X231520399 - 7TH AVE. & HURON ST.				
16	A232000423 - WASHINGTON BLVD. & 15TH AVE.				
17	A232000439 - WASHINGTON BLVD. & 11TH AVE.				
18	A232001190 - 621 ROOSEVELT RD.				
	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
	UTILITY MARKING PAINT - RED (20 OZ CAN).	15.00	EACH	3.55	53.25
	RED MARKING FLAGS (H&H).	75.00	EACH	.1390	10.43
	Subtotal				63.68
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	63.68	15.92
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	8.00	HOUR	53.40	427.20
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	8.00	HOUR	6.90	55.20
	Subtotal				1,388.40
	DATE: FRIDAY, JULY 21, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	A232022427 - 1011 7TH AVE. (EMERGENCY LOCATE).				

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Invoice ID: 42057
 Invoice Date: 07-30-2023
 Draw ID: 618
 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>
	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	103.30	206.60
	Subtotal				206.60
	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.	2.00	HOUR	53.40	106.80
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	2.00	HOUR	6.90	13.80
	Subtotal				331.64
	DATE: FRIDAY, JULY 21, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X232011472 - 121 10TH AVE.				
2	A232002217 - 111 7TH AVE.				
3	A232002223 - 101 6TH AVE.				
4	A232011020 - 1235 18TH AVE.				
5	X232001690 - ROOSEVELT RD. & TRIPP AVE.				
6	X232020930 - 1935 24TH AVE.				
7	A232021309 - 209 ROOSEVELT RD.				
8	X232020942 - 1002 6TH AVE. (EMERGENCY LOCATE).				
	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).	4.00	EACH	3.55	14.20
	RED MARKING FLAGS (H&H).	25.00	EACH	.1390	3.48
	Subtotal				17.68
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	17.68	4.42

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Invoice ID: 42057
 Invoice Date: 07-30-2023
 Draw ID: 618
 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.	3.00	HOUR	53.40	160.20
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	3.00	HOUR	6.90	20.70
	Subtotal				512.90

DATE: SUNDAY, JULY 23, 2023 - COMPLETED
 THE FOLLOWING WORK:

1	LAKE ST. & 5TH AVE. - STREET LIGHT KNOCKDOWN. TOOK DOWN WITH CRANE AND DIGGER TRUCK. BROUGHT BACK TO PUBLIC WORKS. 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).	9.00	HOUR	103.30	929.70
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	4.00	HOUR	53.40	213.60
	H&H EQUIPMENT #0017 - CRANE / COMBINATION DIGGER (AUGER) TRUCK.	3.00	HOUR	70.92	212.76
	H&H EQUIPMENT #0395 - CRANE / COMBINATION DIGGER (AUGER) TRUCK.	2.00	HOUR	67.32	134.64
	Subtotal				1,490.70

DATE: TUESDAY, JULY 25, 2023 - LOCATED AND
 MARKED JULIE DIG TICKET #:

1	A232053337 - 1412 17TH AVE. (EMERGENCY LOCATE).
2	X232021408 - 1323 5TH AVE.
3	X232050944 - 1917 7TH AVE.
4	A232051331 - 1605 13TH AVE.
5	A232061708 - 1ST AVE. & 13TH ST.
6	A232030049 - 1119 HARRISON ST.

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H&H Electric Co. Job: M-0009

To:
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 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>
	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
	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				645.70
	UTILITY MARKING PAINT - RED (20 OZ CAN).	3.00	EACH	3.55	10.65
	Subtotal				10.65
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	10.65	2.66
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	7.00	HOUR	53.40	373.80
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	4.00	HOUR	6.90	27.60
	Subtotal				1,060.41
	DATE: THURSDAY, JULY 27, 2023 - LOCATED AND MARKED JULIE DIG TICKET #:				
1	X232061243 - 310 5TH AVE.				
2	A232062520 - 1323 5TH 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
	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				464.90
	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

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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>
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	4.00	HOUR	53.40	213.60
	PORTABLE CONDUIT / CABLE / FAULT - LOCATING UNIT.	4.00	HOUR	6.90	27.60
	Subtotal				722.89
	DATE: FRIDAY, JULY 28, 2023 - COMPLETED THE FOLLOWING WORK:				
1	209 4TH AVE. - CALLED FOR HIT CABLES. FOUND FAULTY UNITDUCT IS NOT STREET LIGHT. VERIFIED STREET LIGHT 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
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	2.00	HOUR	53.40	106.80
	Subtotal				313.40
	DATE: SUNDAY, JULY 30, 2023 - COMPLETED THE FOLLOWING WORK:				
1	800 BLOCK OF 17TH AVE. - TALL CONCRETE STREET LIGHTING OLE DOWN. WENT TO SHOP AND PICKED UP CRANE TRUCK. SECOND PERSON CAME TO ASSIST. CLEARED CONCRETE DEBRI.				
2	HAULED TO MAYWOOD DUMP. ARM AND SIDE FIXTURE LOOKED SALVAGEABLE. DROPPED THEM OFF AT MAYWOOD PUBLIC WORKS. SAFED OFF CABLES.				
	DOUBLE TIME - LABOR RATE (TIME AFTER 3:30 P.M. ON SATURDAYS UNTIL MONDAY AT 12:00 A.M. AND INCLUDES ALL HOLIDAYS).	8.00	HOUR	206.70	1,653.60
	Subtotal				1,653.60

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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>
	ELECTRICAL SPLICING TAPE - VINYL (BLACK).	1.00	ROLL	22.45	22.45
	Subtotal				22.45
	25% MATERIAL MARKUP PER CONTRACT.	.25	PERCENT	22.45	5.61
	AERIAL TRUCK - 30' - 70' WORKING HEIGHT EQUIPPED WITH ELECTRICAL MATERIALS.	5.50	HOUR	53.40	293.70
	H&H EQUIPMENT #0017 - CRANE / COMBINATION DIGGER (AUGER) TRUCK.	2.50	HOUR	70.92	177.30
	Subtotal				2,152.66
Invoice Total:					17,589.62

RECOMMENDED TO BE PAID

DATE: 9/13/23

DEPT HEAD: Opwb

EXPENSE ACCT: 01250-52100

PO#

\$ 17,589.62

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager *JK*
DATE: October 4, 2023
SUBJECT: Payment Approval, Homer Tree Care, Inc

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>
53996	09/11/2023	\$11,250.00

RECOMMENDATION: It is recommended that the total payment of \$11,250.00 be approved for payment. The expense account to be charged: 01-50-52400.



14000 S. ARCHER AVENUE, LOCKPORT, IL 60441
 PHONE: 815-838-0320 FAX: 815-838-0375 www.homertree.com



Invoice

PO #	DATE	INVOICE #
	09/11/2023	53996

Village of Maywood
 John West
 40 Madison Street
 Maywood IL 60153

Due	Terms
9/11/2023	0 Days

Job Name	Job Site	Phone	Salesperson	Total Due
185591	Various Addresses	708-491-8842 John	James Reiter	\$11,250.00

#	Item	Service Description	Completed	Tax	Qty	Price
1	Various Trees	(Item #1 Various Trees) Tree Pruning Various removals throughout the Village of Maywood * List attached * WORK PENDING ON PRIOR BALANCES BEING PAID APP/BK 7/27/2023	9/11/2023	0.00 %	0.00	\$11,250.00

Subtotal:	\$11,250.00
Discount:	\$0.00
Tax:	\$0.00
Total:	\$11,250.00
Credit:	\$0.00
Balance:	\$11,250.00

RECOMMENDED TO BE PAID **\$ 11,250.00**

DATE: 9/11/23

DEPT HEAD: Qarb

EXPENSE ACCT: 001-50-52400

PO# _____

To pay your invoice online, please go to www.homertree.com.
 Click on the orange tab that says "Make a Payment", then fill in your information.
 We appreciate your business! Visit us at www.homertree.com

VILLAGE OF MAYWOOD TREE PRUNING # 185591

ADDRESS	NOTES	DATE COMPLETED	QTY	Cost
1834 S. 21 st	Trim tree	8/1/2023	1	\$ 225.00
1834 S. 18 th	Trim tree	8/2/2023	1	\$ 225.00
417 N. 2 nd	Trim from roof	8/2/2023	1	\$ 225.00
810 N. 2 nd	Remove dead branches- two trees (1 100% dead)	8/2/2023	2	\$ 450.00
701 S. 9 th	Trim from home	8/8/2023	1	\$ 225.00
802 N. 5 th	Trim away from home	8/8/2023	1	\$ 225.00
401 N. 4 th	Trim away from home	8/8/2023	1	\$ 225.00
1420 S. 16 th	Trim away from home	8/8/2023	1	\$ 225.00
507 S. 8 th	Trim tree	8/8/2023	1	\$ 225.00
518 S. 10 th	Trim tree	8/29/2023	1	\$ 225.00
39 S. 21 st	Trim tree	8/8/2023	1	\$ 225.00
2020 S. 4 th	Trim tree	8/8/2023	1	\$ 225.00
2027 S. 8 th	Trim tree	8/14/2023	1	\$ 225.00
2100 S. 7 th	Trim tree	8/14/2023	1	\$ 225.00
1627 S. 14 th	Trim tree	8/29/2023	1	\$ 225.00
1214 S. 16 th	Trim tree	8/29/2023	1	\$ 225.00
1234 S. 13 th	Tree uprooting sidewalk	8/29/2023	1	\$ 225.00
1422 S. 14 th	Trim tree	8/29/2023	1	\$ 225.00
1201 S. 14 th	Trim tree on Prairie Path	8/29/2023	1	\$ 225.00
1208 S. 15 th	Trim tree	8/29/2023	1	\$ 225.00
1235 S. 15 th	Trim tree	9/1/2023	1	\$ 225.00
1921 S. 12 th	Trim tree	9/1/2023	1	\$ 225.00
1706 S. 5 th	Trim tree	9/8/2013	1	\$ 225.00
1406 S. 16 th	Trim tree	9/1/2023	1	\$ 225.00
1915 S. 8 th	Trim tree	8/14/2023	1	\$ 225.00
1924 S. 8 th	Trim 1 tree & remove 1 tree if dead	9/8/2023	1	\$ 225.00
211 S. 14 th	Trim tree	9/5/2023	1	\$ 225.00
138 S. 16 th	Trim tree	9/1/2023	1	\$ 225.00
319 N. 4 th	Trim tree	9/1/2023	1	\$ 225.00
914 N. 2 nd	Trim tree	8/2/2023	1	\$ 225.00
2107 S. 8 th	Trim tree	8/2/2023	1	\$ 225.00
1101 S. 9 th	Trim tree	8/14/2023	1	\$ 225.00
136 S. 9 th	Tree damaging sidewalk	9/8/2023	1	\$ 225.00
1124 N. 8 th	Trim tree	9/5/2023	1	\$ 225.00
205 S. 20 th	Trim tree	9/5/2023	1	\$ 225.00

1605 S. 10 th	Trim tree	9/5/2023	1	\$ 225.00
2027 S. 8 th	Trim tree	9/5/2023	1	\$ 225.00
1831 S. 10 th	Trim tree	9/8/2023	1	\$ 225.00
2023 S. 10 th	Trim tree	9/8/2023	1	\$ 225.00
418 N. 8 th	Tree trim	9/5/2023	1	\$ 225.00
1104 S. 8 th	Tree trim	8/14/2023	1	\$ 225.00
2122 54th Ave	Tree trim	8/8/2023	1	\$ 225.00
10th & Pine NWC	Tree trim	8/8/2023	1	\$ 225.00
2118 S. 3rd Ave.	Tree trim	8/8/2023	1	\$ 225.00
1601 S. 14th Ave.	Tree trim	8/18/2023	1	\$ 225.00
220 S. 11th Ave.	Tree trim	9/5/2023	1	\$ 225.00
1909 S. 13th Ave.	Tree trim	9/7/2023	1	\$ 225.00
2110 S. 5th Ave.	Tree trim	9/5/2023	1	\$ 225.00
301 Augusta St.	Tree trim	9/8/2023	1	\$ 225.00
		Total		\$ 11,250.00

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager *JK*
DATE: October 4, 2023
SUBJECT: Payment Approval, Klein Thorpe & Jenkins

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

<u>Invoice</u>	<u>Amount</u>	<u>Description</u>
08/31/2023	\$4,430.00	Legal Retainer July 2023
08/31/2023	\$37,845.05	Legal Services July 2023

RECOMMENDATION: It is recommended that the total payments of \$42,275.05 be approved for payment. The expense account to be charged: 01-15-52400/TIF.

For the October 10, 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 July 2023 Pertaining to General Matters, in the amount of \$4,430.00, with a cover memo dated October 4, 2023 from Klein, Thorpe and Jenkins, Ltd.

Statements for Legal Services for July 2023 Pertaining to Employment and Labor Matters, Litigation Matters, and Economic Redevelopment Matters and Miscellaneous Matters, in the total amount of \$37,845.05, with a cover memo dated October 4, 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: October 4, 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>
0004115385	09/30/2023	\$142,955.43	Garbage Service *September 2023

RECOMMENDATION: It is recommended that the total payments of \$142,955.43 be approved for payment. The expense account to be charged: 41-55-57400.



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

CUSTOMER NO	159458
INVOICE DATE	9/30/2023
INVOICE NO	0004115385
CUSTOMER PO	
DUE DATE	10/30/2023
BALANCE FWD	\$288,365.25
PAYMENTS	\$0.00
CREDITS	\$0.00
CHARGES	\$142,955.43
BALANCE DUE	\$431,320.68

**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

9/1/2023 - 9/30/2023	6,500.00	Weekly	ORGANICS TAKE ALL	\$16,480.00
9/1/2023 - 9/30/2023	6,500.00	Weekly	95 GALLON SERVICE RESIDENTIAL TRASH	\$72,512.00
9/1/2023 - 9/30/2023	6,500.00	Weekly	65 GALLON SERVICE RESIDENTIAL RECYCLE	\$26,368.00
9/27/2023	569.33		DISPOSAL COST (RESIDENTIAL)	\$27,595.43

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	BALANCE DUE
\$285,979.68	\$0.00	\$145,341.00	\$0.00	\$0.00	\$431,320.68

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	9/30/2023	0004115385	\$431,320.68
YOUR REFERENCE NO		AMOUNT PAID	
		\$	

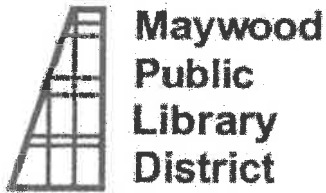
Visit us on-line to make your payment

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager 
DATE: October 4, 2023
SUBJECT: Payment Approval, Maywood Public Library

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice dated 10/04/2023 for Personal Property Tax Replacement for October 2023.

RECOMMENDATION: It is recommendation that the total payments of \$23,822.56 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

October 4, 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 October 2023, in the amount of **\$23,822.56**.

Month	Village Payment	Percentage	MPLD Share
October 2023	\$ 302,431.87	0.07877	\$23,822.56

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: October 5, 2023
SUBJECT: Payment Approval, Twin Supplies

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #15098B dated 6/14/2023 for the purchase of 10 LED bars for The Village of Maywood Public Works Department.

RECOMMENDATION: It is recommendation that the total payments of \$6,310.00 be approved for payment. The expense account to be charged: 01-50-52100.

TWIN SUPPLIES, LTD.

High Efficiency Lighting

INVOICE

http://twinsupplies.net 1010 JORIE BLVD, Suite 124 OAK BROOK, IL 60523
 PHONE: (630) 590-5138 FAX: (630) 537-1045 EMAIL: info@twinsupplies.net

Date	Invoice #
6/14/2023	15098B

Bill To	
Village of Maywood 40 Madison Street Maywood, IL 60153-2323	
John West	708-450-4463 (Joh...

Ship To
Public Works/Village Hall Attn: John West 42 W Madison Maywood, IL 60153
jwest2@maywood-il.gov

Project Completi...	P.O. No.	Terms	Rep	Survey Date	Ship Via	Grant Number
		Net 30	NS	6/14/2023	Drop Off	

Qty	Item Code	Description	Price Each	Amount
10	LEXINGTON-52W	LEXINGTON - 52W; 21 LEDS PER BAR, 4000K, 350MA DRIVE CURRENT, LENSED, 7 PIN PCR, BLACK (DLC)	631.00	6,310.00
	SHIPPING	SHIPPING INCLUDED	0.00	0.00
ORDERED 05/11/2023 PER JOHN WEST				
** DELIVERED BY TOM 06/13/2023				
emailed 8/8				

\$6310.00

RECOMMENDED TO BE PAID

DATE: 9/29/23

DEPT HEAD: Greg Buchanan

EXPENSE ACCT: 01-50-52100

PO# _____

Payments/Credits:	\$0.00
--------------------------	--------

Subtotal:	\$6,310.00
Sales Tax: (0.0%)	\$0.00
Total:	\$6,310.00
Balance Due:	\$6,310.00



Like our page on facebook
<http://facebook.com/twinsupplies>

**Village of Maywood
Interdepartmental Memorandum**

TO: Village Mayor and Board of Trustees
FROM: James Krischke, Acting Village Manager
DATE: October 5, 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>
92107154	09/30/2023	\$17,425.59

RECOMMENDATION: It is recommendation that the total payments of \$17,425.59 be approved for payment. The expense account to be charged: Various Departments.



Invoice Statement

INVOICE NUMBER: 92107154
 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	30	SEP-30-2023	OCT-20-2023	17425.59

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
SEP-28-2023	Payment - Thank You		23964.70
SEP-29-2023	Fuel Purchases	17160.21	
SEP-29-2023	Other Purchases	31.88	
SEP-29-2023	Other Adjustments this Period	233.50	

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

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

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
23964.70	23964.70	17425.59	0.00	17425.59

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	92107154
BILL CLOSING DATE	SEP-30-2023
AMOUNT DUE	17425.59
AMOUNT ENCLOSED	
PAYMENT DUE DATE	OCT-20-2023

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

133



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

04960065329150000001742559 231020

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110454	RANDALL ROBERTSON	BAL DUE *STAGING/LIGHTING/GENERATO	SPECIAL EVENT REVENUE	15,750.00
110454	RANDALL ROBERTSON	BAL DUE DEPOSIT *MAYWOOD FEST	SPECIAL EVENT REVENUE	12,450.00
Total 110454:				28,200.00
110455	A MOON JUMP 4-U	BAL DUE *CARNIVAL RIDES *MAYWOOD FE	SPECIAL EVENT REVENUE	18,570.63
Total 110455:				18,570.63
110456	ACCOUNTEMPS	SERVICE WEEK 8/25 *MICHAEL BARB	FINANCE	2,914.91
110456	ACCOUNTEMPS	SERVICE WEEK 9/1 *MICHAEL BARB	FINANCE	2,422.25
Total 110456:				5,337.16
110457	AIR ONE EQUIPMENT	FIR-GLOVES	FIRE	88.00
110457	AIR ONE EQUIPMENT	FIR-MASK FIT TEST, NEW SCBA MASK FOR	FIRE	549.95
Total 110457:				637.95
110458	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 8/21-9/1/2023	POLICE & FIRE COMMISSION	800.00
Total 110458:				800.00
110459	American Welding & Gas Inc.	FIR-OXYGEN CYLINDERS RENTAL	FIRE	442.52
110459	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	422.34
Total 110459:				864.86
110460	ANIMAL WELFARE LEAGUE	ANIMAL IMPOUNDMENT	CODE ENFORCEMENT	265.50
Total 110460:				265.50
110461	Art Crafts Printers, Inc.	COMPLAINT/INSPECTION FORMS	CODE ENFORCEMENT	457.00
Total 110461:				457.00
110462	ARTIST ROOM CAFE LLC	BAL DUE FOR LIVE BAND PERFORMANCE	SPECIAL EVENT REVENUE	1,000.00
Total 110462:				1,000.00
110463	ASSURANCE a MARSH & MCLEAN AG	LIQUOR LICENSE LIABILITY *MAYWOOD FE	SPECIAL EVENT REVENUE	865.00
Total 110463:				865.00
110464	AXON ENTERPRISE, INC	TASER INSTRUCTOR	POLICE	990.00
Total 110464:				990.00
110465	Broadview Hardware	MAINTENANCE MATERIAL	LAND & BUILDINGS	3.16
Total 110465:				3.16
110466	CelebEvents, Inc	BAL DUE MUSIC *MAYWOOD FEST	SPECIAL EVENT REVENUE	8,250.00
Total 110466:				8,250.00
110467	COMCAST	FIR-PHONE SVCS 7/29-8/28	CENTRAL SERVICES	127.74

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 110467:				127.74
110468	COMCAST	POL-INTERNET SVC 8/22-9/21	CENTRAL SERVICES	451.41
Total 110468:				451.41
110469	COMED	LIGHT CONTROLLER 911 S. 7TH 5/12/23-6/1	MOTOR FUEL TAX	107.95
Total 110469:				107.95
110470	COMED	PUMP STATION ELCTRIC SERVICE 6/12/23-	PUMP STATION OPERATIONS	5,325.07
Total 110470:				5,325.07
110471	COMED	5TH AVE 2ND POLE N MAIN 5/25/23-6/26/23	MOTOR FUEL TAX	4,471.39
110471	COMED	5TH AVE 2ND POLE N MAIN 2/27/23-6/26/23	MOTOR FUEL TAX	13,189.28
Total 110471:				17,660.67
110472	COMED	CONTROLLER 200 S 5TH 5/12/23-6/13/23	MOTOR FUEL TAX	129.24
Total 110472:				129.24
110473	COMED # 0023058102	STREET LIGHTS PUMP STATION 5/12/23-6/1	MOTOR FUEL TAX	110.01
Total 110473:				110.01
110474	COMED #0511089044	CONTROLLER 1600 MADISON 5/11/23-6/12/	MOTOR FUEL TAX	236.89
Total 110474:				236.89
110475	COMED #0536720000	ELECTRIC SVC VILLAGE HALL 5/12/23-6/13/	PUBLIC WORKS	2,047.35
110475	COMED #0536720000	ELECTRIC SVC VILLAGE HALL 6/13/23-7/13/	PUBLIC WORKS	2,154.92
Total 110475:				4,202.27
110476	COMED #2208042159	MTRD STREET LIGHTS RT/25 5/24/23 - 6/2	MOTOR FUEL TAX	295.51
Total 110476:				295.51
110477	COMED #3351006000	MULTI MTRD STREET LIGHTS 4/25/23-5/24/	MOTOR FUEL TAX	1,759.36
110477	COMED #3351006000	MULTI MTRD STREET LIGHTS 5/24/23-6/23/	MOTOR FUEL TAX	1,935.04
Total 110477:				3,694.40
110478	COMED #4791088147	MTRD STREETLIGHTS 13TH MADISON 5/12	MOTOR FUEL TAX	162.01
Total 110478:				162.01
110479	COMED #6080392012	ELECTRIC SERVICE 100 S. 1ST 5/12/23-6/13	MOTOR FUEL TAX	79.79
Total 110479:				79.79
110480	COMED #6164044004	ELECTRIC SERVICE 701 S 6TH 5/16/23-6/15	MOTOR FUEL TAX	59.74
Total 110480:				59.74

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110481	COMED #6584583019	200 BLDG ELECTRIC SERVICE 5/12/23-6/13/	PARKS & RECREATION	12.00
Total 110481:				12.00
110482	CONSTANCE THOMPkins	REIMB.SHIPPING OF TIMECLOCK STAMP	VILLAGE CLERK	87.82
Total 110482:				87.82
110483	COPS TESTING SERVICE	P&F-LAW ENFC PRE-EMPLOYMENT	POLICE & FIRE COMMISSION	175.00
Total 110483:				175.00
110484	CRAIG BRONAUGH	REIMB-PAYMENT FOR PARTS PURCHASED	FIRE	399.23
Total 110484:				399.23
110485	DRONE EVENTS LLC	DRONE VIDEOGRAPHY FOR MAYFEST 9/8-	POLICE	1,000.00
Total 110485:				1,000.00
110486	Flex	FLEX ONLINE	CENTRAL SERVICES	100.00
Total 110486:				100.00
110487	FOREST SECURITY, INC.	ALARM EQUIPMENT - 200 S. 5TH AVE.	PARKS & RECREATION	1,122.00
Total 110487:				1,122.00
110488	Ian Canovi	CONSULTING SERVICES WK END 9/2/2023	TIF ADMINISTRATION	330.00
Total 110488:				330.00
110489	ILLINOIS COUNCIL OF POLICE &	UNION DUES *7/14/2023		138.00
110489	ILLINOIS COUNCIL OF POLICE &	UNION DUES *7/28/2023		138.00
Total 110489:				276.00
110490	ILLINOIS FRATERNAL ORDER OF POL	UNION DUES *7/28/2023 *DISPATCHERS		192.00
110490	ILLINOIS FRATERNAL ORDER OF POL	UNION DUES *7/14/2023 *DISPATCHERS		204.00
Total 110490:				396.00
110491	INTERNATIONAL INSTITUTE OF	MEMBERSHIP DUES *T.GARRON	VILLAGE CLERK	225.00
Total 110491:				225.00
110492	Jimmy Kifarkis	CONTRACTOR - PAYROLL (8/22/2023-8/31/2	CODE ENFORCEMENT	1,200.00
Total 110492:				1,200.00
110493	JOHN WEST	TRASH PUMP- 3" SUBMERSIBLE	WATER & SEWER MAINTENANCE	629.00
Total 110493:				629.00
110494	JW MINISTRY AND PRODUCTION	MUSICAL PERFORMANCE *MAYWOOD FES	SPECIAL EVENT REVENUE	150.00
Total 110494:				150.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110495	Kendall Silas	REIMB METAL DETECTOR WANDS	POLICE	74.37
Total 110495:				74.37
110496	LRS Holdings, LLC	DUMP & RETURN	PUBLIC WORKS	8,425.88
110496	LRS Holdings, LLC	WASTE DISPOSAL *REISSUE CK #109776	WATER COLLECTIONS	27,687.51
110496	LRS Holdings, LLC	DUMP & RETURN	WATER COLLECTIONS	7,999.25
110496	LRS Holdings, LLC	WASTE DISPOSAL *REISSUE FROM CK #10	WATER COLLECTIONS	12,934.45
110496	LRS Holdings, LLC	WASTE DISPOSAL	PUBLIC WORKS	6,997.52
Total 110496:				64,044.61
110497	MARK DWYER	CONTRACTOR - PAYROLL (8/22/2023-8/31/2	CODE ENFORCEMENT	1,250.00
Total 110497:				1,250.00
110498	MARZARIUS CAMPBELL	MUSICAL PERFORMANCE *MAYWOOD FES	SPECIAL EVENT REVENUE	250.00
Total 110498:				250.00
110499	MARZETTE STINGLEY GRIFFITH	BAL DUE *MUSIC *MAYWOOD FEST	SPECIAL EVENT REVENUE	2,250.00
Total 110499:				2,250.00
110500	Master Guys Demolition Inc	SCP DEMOLITION 422 S 16TH		29,200.00
Total 110500:				29,200.00
110501	MAYWOOD FIRE FIGHTERS UNION	UNION DUES *7/14/2023		570.00
110501	MAYWOOD FIRE FIGHTERS UNION	UNION DUES *7/28/2023		525.00
Total 110501:				1,095.00
110502	METROPOLITAN ALLIANCE	UNION DUES *7/28/2023		675.00
110502	METROPOLITAN ALLIANCE	UNION DUES *7/14/2023		675.00
Total 110502:				1,350.00
110503	NICOR GAS	GAS SERVICE 300 OAK ST 5/17/23-6/16/23	PARKS & RECREATION	165.33
Total 110503:				165.33
110504	NICOR GAS 02-24-58-0000 4	GAS SERVICE-9TH WILCOX 5/16/23-6/14/23	PUMP STATION OPERATIONS	24.90
Total 110504:				24.90
110505	NICOR GAS #6708165415 3	410 MAIN GAS SERVICE 5/17/23-6/15/23	PUBLIC WORKS	208.57
Total 110505:				208.57
110506	OPERATION UPLIFT, INC.	FIELD TRIP *EXPLORER PROGRAM		215.00
Total 110506:				215.00
110507	Paycor , Inc.	PAYROLL MANAGEMENT SYSTEM *AUG 20	HUMAN RESOURCES	4,641.16
Total 110507:				4,641.16

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110508	PEP BOYS	FLEET SYNTHETIC OIL CHANGE LABOR	POLICE	10.00
Total 110508:				10.00
110509	PORTER LEE CORPORATION	POWER SUPPLY 5V 850MA	POLICE	86.85
Total 110509:				86.85
110510	RODERICKA L RILEY	PERFORMANCE *MAYWOOD FEST	SPECIAL EVENT REVENUE	850.00
Total 110510:				850.00
110511	SBC GLOBAL SERVICES, INC.	FIR-MAINT BILLING 8/29-9/28/2023	CENTRAL SERVICES	221.45
110511	SBC GLOBAL SERVICES, INC.	FIR-MAINT BILLING 8/30-9/29/2023	CENTRAL SERVICES	175.40
Total 110511:				396.85
110512	SERVICE EMPLOYEES LOCAL 73	UNION DUES *SEIU COPE 7/28/2023		25.00
110512	SERVICE EMPLOYEES LOCAL 73	UNION DUES 7/28/203 *SEIU TECH		299.13
110512	SERVICE EMPLOYEES LOCAL 73	UNION DUES 7/14/203 *SEIU TECH		276.12
110512	SERVICE EMPLOYEES LOCAL 73	UNION DUES *SEIU COPE 7/14/2023		25.00
Total 110512:				625.25
110513	SIRCHIE ACQUISITION COMPANY LLC	EVIDENCE BOX, GUN	POLICE	387.26
Total 110513:				387.26
110514	STAPLES ADVANTAGE	POL- COPIER PAPER	POLICE	227.90
110514	STAPLES ADVANTAGE	POL- HP61 COMBO CART, CD-R, ETC	POLICE	376.06
110514	STAPLES ADVANTAGE	POL- SHARPIES, BUBBLE WRAP, BLACK PE	POLICE	138.84
110514	STAPLES ADVANTAGE	POL- BULB FOR FRIDGE & STORAGE BXS	POLICE	152.12
110514	STAPLES ADVANTAGE	18D 2DR VERT LTR COMM. DIAZ OFFICE	POLICE	119.99
110514	STAPLES ADVANTAGE	3 FILE JACKETS 2 BROTHER TAPE REFILL	POLICE	122.15
110514	STAPLES ADVANTAGE	GLOVES, STORAGE BOX ETC	POLICE	107.20
110514	STAPLES ADVANTAGE	72X48X24 SHELIVING FOR COLD CASE OFF	POLICE	213.58
Total 110514:				1,457.84
110515	TASB, INC	SOFTWARE VILLAGE BOARD PACKAGE	VILLAGE MANAGER	4,000.00
Total 110515:				4,000.00
110516	TEAMSTERS LOCAL 705	UNION DUES *7/28/2023		353.00
110516	TEAMSTERS LOCAL 705	UNION DUES *7/28/2023 *SA		44.00
110516	TEAMSTERS LOCAL 705	UNION DUES *7/14/2023		353.00
110516	TEAMSTERS LOCAL 705	UNION DUES *7/14/2023 *SA		44.00
Total 110516:				794.00
110517	TEAMSTERS LOCAL UNION NO. 714	UNION DUES 7/14/2023		21.50
Total 110517:				21.50
110518	THE BLUE LINE	LATERAL POLICE OFFICER RECRUITMENT	POLICE	298.00
Total 110518:				298.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110519	TRI COUNTY BOARD UP	BOARD-UP - 1400 S. 7TH AVE.	CODE ENFORCEMENT	75.00
Total 110519:				75.00
110520	W.S. DARLEY & CO	FIR-USED FIREFIGHTER BUNKER COAT FO	FIRE	221.90
110520	W.S. DARLEY & CO	FIR-USED FIREFIGHTER BUNKER PANTS F	FIRE	1,650.00
Total 110520:				1,871.90
110521	WEST CENTRAL MUNICIPAL	MUNICIPAL LAW SYMPOSIUM	PRESIDENT & TRUSTEES	450.00
Total 110521:				450.00
110522	WESTCHESTER LOCK KEY SVC	INSTALL ABOVE, ADJ. & LUBE MORT. LOCK	POLICE	40.00
Total 110522:				40.00
110523	AFFORDABLE BACKYARD TENTS	TENT FOR METAL DETECTORS *MAYWOO	POLICE	550.00
Total 110523:				550.00
110524	DRIVERS GOLF CART RENTAL, INC	GOLF CARTS *MAYWOOD FEST	POLICE	1,920.00
Total 110524:				1,920.00
110525	VILLAGE OF MAYWOOD	WATER PAYMENT VIA PAYROLL DEDUCTIO		50.00
Total 110525:				50.00
110526	ASM TOURING LLC	BAL DUE DEPOSIT *MUSIC MAYWOOD FES	SPECIAL EVENT REVENUE	7,500.00
Total 110526:				7,500.00
110527	CRAIG BRONAUGH	FIR-BUNKER GEAR REPAIR	FIRE	98.00
Total 110527:				98.00
110528	FOX SECURITY DBA RUSH SOLUTION	SECURITY SERVICES *MAYWOOD FEST 20	SPECIAL EVENT REVENUE	30,494.00
Total 110528:				30,494.00
110529	Kendall Silas	HOMELAND SECURITY *PAYROLL 8/19/202	POLICE	634.48
Total 110529:				634.48
110530	RANDALL ROBERTSON	BAL DUE *EVENT HOST/ARTIST *MAYWOO	SPECIAL EVENT REVENUE	5,262.50
Total 110530:				5,262.50
110531	WILLIAM A HARGRAVE	LIVE PERFORMANCE *MAYWOOD FEST	SPECIAL EVENT REVENUE	1,200.00
Total 110531:				1,200.00
110532	AL PIEMONTE FORD SALES, INC.	VEHICLE OIL CHANGE/INSPECTION	COMMUNITY DEVELOPMENT	63.72
Total 110532:				63.72
110533	AMERICAN RECYCLING & DISPOSAL	SEWER WASTE DISPOSAL	WATER & SEWER MAINTENANCE	352.77

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 110533:				352.77
110534	ARTISTIC ENGRAVING	FIR-HAT BADGE FOR F.F. HAMILTON	FIRE	64.25
Total 110534:				64.25
110535	ASSOCIATED TECHNICAL SERVICE	LEAK DETECTION SERVICES @ 313 N. 5TH	WATER & SEWER MAINTENANCE	840.00
Total 110535:				840.00
110536	CDS OFFICE TECHNOLOGIES	HAVIS 2020 FORD INTERCEPTOR UTILITY	POLICE	30,142.00
Total 110536:				30,142.00
110537	CHICAGO POLICE DEPARTMENT	OFFICER SCHUBERT, PATRICK	POLICE	2,386.00
Total 110537:				2,386.00
110538	CINTAS CORPORATION #344	WATER-UNIFORM SERVICE	WATER & SEWER MAINTENANCE	138.75
Total 110538:				138.75
110539	COMCAST	POL-INTERNET SVC 8/12-9/11/2023	CENTRAL SERVICES	688.17
Total 110539:				688.17
110540	COMCAST	PUMP STATION PHONE/INTERNET 8/07/23-	CENTRAL SERVICES	237.37
Total 110540:				237.37
110541	COMCAST	300 OAK STREET PHONE/INTERNET 8/11/2	CENTRAL SERVICES	435.36
Total 110541:				435.36
110542	COMCAST CABLE	POL-INTERNET SVC 6/4-7/3	CENTRAL SERVICES	21.10
Total 110542:				21.10
110543	COMED	PUMP STATION ELCTRIC SERVICE	PUMP STATION OPERATIONS	5,167.37
Total 110543:				5,167.37
110544	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	646.10
110544	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	357.60
Total 110544:				1,003.70
110545	CUBE SMART	PROTECTION PLAN - \$2,000.00(9/9/2023 - 1	PUBLIC WORKS	12.00
Total 110545:				12.00
110546	DOOR AND WINDOW GUARD	(1) DOOR RENTAL - 30 MADISON ST.	TIF ADMINISTRATION	300.00
Total 110546:				300.00
110547	FORT DEARBORN	POWERSTACK 20C 5.0AH BATTERYPROD	PUBLIC WORKS	189.00
110547	FORT DEARBORN	8OZ BROWN JERSEY GLOVE-KNITWRIST L	PUBLIC WORKS	300.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 110547:				489.00
110548	Gas Plus Inc	CAR WASHES POLICE VEHICLES	POLICE	225.00
Total 110548:				225.00
110549	GEORGE EDUCATION SERVICES LLC	CONSULTING SVCS *MAPS PROGRAM	VILLAGE MANAGER	10,000.00
Total 110549:				10,000.00
110550	GovTEMPS USA, LLC	INTERIM SVCS *WEEK END *7/16/2023	VILLAGE MANAGER	4,522.00
Total 110550:				4,522.00
110551	H&H ELECTRIC COMPANY	STREET LIGHT & TRAFFIC SIGNAL MAINTENANCE	PUBLIC WORKS	29,117.35
110551	H&H ELECTRIC COMPANY	5TH & GREEN INSTALLED NEW STREET LIGHTS	PUBLIC WORKS	18,699.00
Total 110551:				47,816.35
110552	HOME DEPOT CREDIT SERVICES	ROLLER COOLER/LANDS & BUILDINGS	LAND & BUILDINGS	59.40
Total 110552:				59.40
110553	HOMER TREE CARE, INC	TREE TRIMMING (VARIOUS)	PUBLIC WORKS	9,900.00
110553	HOMER TREE CARE, INC	1231 S. 15TH REMOVE TREE BRANCH OFF	PUBLIC WORKS	1,500.00
Total 110553:				11,400.00
110554	ILLINOIS EPA	FY-2024 BILLING (STORMWATER (MS4) NP)	WATER & SEWER MAINTENANCE	1,000.00
Total 110554:				1,000.00
110555	JKS VENTURES, INC.	3/4" LIMESTONE	MOTOR FUEL TAX	1,792.84
Total 110555:				1,792.84
110556	LRS Holdings, LLC	WASTE DISPOSAL	PUBLIC WORKS	6,081.05
Total 110556:				6,081.05
110557	LUMITY	SKILLED TRADES READINESS		7,500.00
Total 110557:				7,500.00
110558	MCCANN INDUSTRIES INC	BACK HOE REPAIRS	WATER & SEWER MAINTENANCE	917.45
Total 110558:				917.45
110559	NAFISCO INC	SIGN PURCHASE & ACCESSORIES	PUBLIC WORKS	6,950.00
Total 110559:				6,950.00
110560	NORTH AMERICAN SAFETY INC.	ENGINEER GRADE FOLDING BARRICADES	PUBLIC WORKS	2,686.93
Total 110560:				2,686.93
110561	NU LIFE TIRE SERVICE	BOBCAT S300 TIRE REPAIRS	PUBLIC WORKS	495.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110561	NU LIFE TIRE SERVICE	231 TIRE REPAIR	PUBLIC WORKS	20.00
110561	NU LIFE TIRE SERVICE	253 TIRE REPAIRS	PUBLIC WORKS	90.00
Total 110561:				605.00
110562	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT	31.49
110562	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT	300.25
Total 110562:				331.74
110563	ON THE MARK	VALVE EXERCISING/REPAIRS	WATER & SEWER MAINTENANCE	1,300.00
110563	ON THE MARK	EXERCISED 83 VALVES FOR THE 2023 EXE	WATER & SEWER MAINTENANCE	4,150.00
Total 110563:				5,450.00
110564	PLOTE CONSTRUCTION INC. D.B.A.	N50 D SURFACE & COLD PATCH	MOTOR FUEL TAX	7,239.10
110564	PLOTE CONSTRUCTION INC. D.B.A.	N50 D SURFACE & EMULSION	MOTOR FUEL TAX	643.29
110564	PLOTE CONSTRUCTION INC. D.B.A.	N50 D SURFACE & EMULSION	MOTOR FUEL TAX	1,486.24
110564	PLOTE CONSTRUCTION INC. D.B.A.	5 GAL CAN EMULSION	MOTOR FUEL TAX	300.00
110564	PLOTE CONSTRUCTION INC. D.B.A.	N50 D SURFACE, N50 SURFACE & EMULSI	MOTOR FUEL TAX	1,547.66
Total 110564:				11,216.29
110565	PUBLIC SAFETY DIRECT, INC.	INSTALLATION OF LIGHTING/EQUIPMENT	POLICE	13,420.00
110565	PUBLIC SAFETY DIRECT, INC.	INSTALLATION OF LIGHTING/EQUIPMENT	POLICE	13,420.00
Total 110565:				26,840.00
110566	RAY O'HERRON CO INC	AMMONITION	POLICE	12,052.00
Total 110566:				12,052.00
110567	ROYAL PIPE & SUPPLY CO	TIGERGRIP X-LARGE ORANGE POWDERF	WATER & SEWER MAINTENANCE	61.50
110567	ROYAL PIPE & SUPPLY CO	18" CATCH BASIN COVER	WATER & SEWER MAINTENANCE	111.00
110567	ROYAL PIPE & SUPPLY CO	SLOAN HANDLE ASSEMBLY	WATER & SEWER MAINTENANCE	19.67
110567	ROYAL PIPE & SUPPLY CO	SLOAN CLOSET FLEX TUBE	WATER & SEWER MAINTENANCE	65.52
110567	ROYAL PIPE & SUPPLY CO	SLOAN 3323192 V551-A VACUUM BREAKRE	WATER & SEWER MAINTENANCE	9.00
Total 110567:				266.69
110568	STAPLES ADVANTAGE	POL-OFFICE SUPPLIES	POLICE	311.60
110568	STAPLES ADVANTAGE	CORRECT FLUID FOR ALL 20ML WE	POLICE	4.50
Total 110568:				316.10
110569	UNIQUE PLUMBING CO	UPC P. & O.	WATER & SEWER MAINTENANCE	280.00
110569	UNIQUE PLUMBING CO	LOWBOY TRI-AXLE TRAILER	WATER & SEWER MAINTENANCE	260.00
Total 110569:				540.00
110570	WEST CENTRAL MUNICIPAL	FY 2023-2024 MEMBERSHIP DUES	PUBLIC WORKS	575.00
Total 110570:				575.00
110571	A-1 Cutting Edge Landscaping	LANDSCAPING - 2119 S. 5TH AVE.	CODE ENFORCEMENT	100.00
110571	A-1 Cutting Edge Landscaping	LANDSCAPING - 2119 S. 5TH AVE	CODE ENFORCEMENT	150.00
110571	A-1 Cutting Edge Landscaping	LANDSCAPING - 636 S. 16TH AVE.	CODE ENFORCEMENT	100.00
110571	A-1 Cutting Edge Landscaping	LANDSCAPING - 2120 S. 5TH AVE.	CODE ENFORCEMENT	65.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110571	A-1 Cutting Edge Landscaping	LANDSCAPING - 413 S. 7TH AVE.	CODE ENFORCEMENT	100.00
110571	A-1 Cutting Edge Landscaping	LANDSCAPING - 2119 S. 5TH AVE.	CODE ENFORCEMENT	150.00
110571	A-1 Cutting Edge Landscaping	LANDSCAPING - 31 N. 8TH AVE.	CODE ENFORCEMENT	100.00
110571	A-1 Cutting Edge Landscaping	LANDSCAPING - 1412-1418 S. 7TH AVE.	CODE ENFORCEMENT	125.00
110571	A-1 Cutting Edge Landscaping	LANDSCAPING - 1413 S. 7TH AVE.	CODE ENFORCEMENT	100.00
Total 110571:				990.00
110572	AA RENTAL CENTER	BAL DUE TENTS/TABLES/CHAIRS *MAYWO	SPECIAL EVENT REVENUE	2,157.50
Total 110572:				2,157.50
110573	ACCUTRON	COMPUTER CNLSTING SVCS *SEPT 2023	MANAGEMENT INFORMATION SYSTE	7,916.66
Total 110573:				7,916.66
110574	ACQUA CONTRACTORS CORP	I-290 CORRIDOR STORM SEWER SEPARAT	CDBG	176,054.06
Total 110574:				176,054.06
110575	Brothers Landscaping Services, Inc.	GREENING - 5 LOTS		4,600.00
Total 110575:				4,600.00
110576	CHICAGO CLEANING CONCIERGE	CONTRACTOR - CLEANING (40 MADISON/1	LAND & BUILDINGS	7,500.00
Total 110576:				7,500.00
110577	DRIVEN FENCE, INC	BALANCE DUE SECURITY FENCING *MAY	SPECIAL EVENT REVENUE	2,830.25
Total 110577:				2,830.25
110578	Elroy Miller	LANDSCAPING - MULTIPLE VILLAGE PROP	CODE ENFORCEMENT	1,475.00
Total 110578:				1,475.00
110579	FOREST PRINTING	NEWSLETTER	VILLAGE MANAGER	8,850.56
Total 110579:				8,850.56
110580	Franzen Plumbing	FIR-P-TRAP REPLACEMENT FOR BATHRO	FIRE	237.50
Total 110580:				237.50
110581	GovTEMPS USA, LLC	INTERIM SVCS *WEEK END *8/6/2023	VILLAGE MANAGER	4,522.00
110581	GovTEMPS USA, LLC	INTERIM SVCS *WEEK END *8/20/2023	VILLAGE MANAGER	4,522.00
110581	GovTEMPS USA, LLC	INTERIM SVCS *WEEK END *9/7/2023	VILLAGE MANAGER	4,522.00
110581	GovTEMPS USA, LLC	INTERIM SVCS *WEEK END *8/13/2023	VILLAGE MANAGER	4,522.00
110581	GovTEMPS USA, LLC	INTERIM SVCS *WEEK END *8/27/2023	VILLAGE MANAGER	4,522.00
Total 110581:				22,610.00
110582	ILLINOIS EPA	WATER REVOLVING FUND-PROJECT		27,106.89
Total 110582:				27,106.89
110583	J NARDULLI CONCRETE INC	2022 GREEN INFRASTRUCTURE ALLEY		32,179.35

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 110583:				32,179.35
110584	LRS Holdings, LLC	GARBAGE PICK UP JULY 2023	WATER COLLECTIONS	145,341.00
110584	LRS Holdings, LLC	GARBAGE PICK UP AUGUST 2023	WATER COLLECTIONS	143,024.25
Total 110584:				288,365.25
110585	MAYWOOD PUBLIC LIBRARY	PERSONAL PROPERTY TAX*AUG 2023	FINANCE	58,827.80
Total 110585:				58,827.80
110586	MIDWEST AIR PRO, INC.	FIR-HI TEMPERATURE NOZZLE HOSE	FIRE	400.00
Total 110586:				400.00
110587	SCHROEDER ASPHALT SERVICES, IN	2023 CDBG ROADWAY IMPROVEMENTS	CDBG	124,229.92
110587	SCHROEDER ASPHALT SERVICES, IN	2022 ROADWAY IMPROVEMENTS PROJEC	TIF ADMINISTRATION	311,104.14
Total 110587:				435,334.06
110588	CONSTANCE THOMPKINS	REIMB. MCI ACADEMY 10/8-10/13	VILLAGE CLERK	600.00
Total 110588:				600.00
110589	Domonique Watson	COORDINATOR PAY 8/28-9/9/2023		1,600.00
Total 110589:				1,600.00
110590	DOVELL WILLIAMS	BLOCK PARTY DEPOSIT REFUND	CORPORATE	50.00
Total 110590:				50.00
110591	ILLINOIS COUNCIL OF POLICE &	UNION DUES *9/8/2023		768.00
Total 110591:				768.00
110592	ILLINOIS FRATERNAL ORDER OF POL	UNION DUES *9/8/2023 *DISPATCHERS		192.00
Total 110592:				192.00
110593	LISETT RAMIREZ	BLOCK PARTY DEPOSIT REFUND	CORPORATE	50.00
Total 110593:				50.00
110594	MAYWOOD FIRE FIGHTERS UNION	UNION DUES 9/8/2023		495.00
Total 110594:				495.00
110595	MAYWOOD FIREMEN'S PENSION FUN	PAYROLL LIABILITY EXPENSE 9/8/2023		13,579.21
Total 110595:				13,579.21
110596	MAYWOOD POLICE PENSION FUND	PAYROLL LIABILITY EXPENSE 9/8/2023		14,563.39
Total 110596:				14,563.39
110597	Ryan Davis	SOUND/DJ FOR TEEN ZONE *MAYWOOD F	SPECIAL EVENT REVENUE	1,000.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 110597:				1,000.00
110598	Sabu Achetta	ESCROW RELEASE 34 S 18TH		28,290.00
Total 110598:				28,290.00
110599	SERVICE EMPLOYEES LOCAL 73	UNION DUES *SEIU COPE 9/8/2023		502.71
Total 110599:				502.71
110600	Sheron Stingley	COORDINATOR PAY 8/28-9/9/2023		800.00
Total 110600:				800.00
110601	SUN-TIMES MEDIA	LEGAL ADS	LAW	945.00
Total 110601:				945.00
110602	TEAMSTERS LOCAL 705	UNION DUES *9/8/2023		397.00
Total 110602:				397.00
110603	UPSCALE EXPERIENCE PRODUCTIO	MUSICAL ENTERTAINMENT *MAYWOOD FE	SPECIAL EVENT REVENUE	3,000.00
Total 110603:				3,000.00
110604	VALERIE DOTSON LYNCH	BLOCK PARTY REFUND DEPOSIT	CORPORATE	50.00
Total 110604:				50.00
110605	VOYA INSTITUTIONAL TRUST CO.	VOYA DEDUCTION 8/11/2023		4,590.00
110605	VOYA INSTITUTIONAL TRUST CO.	VOYA DEDUCTION 9/8/2023		4,740.00
Total 110605:				9,330.00
110606	WALTER DUNCAN	REIMB. OFFICE SUPPLIES	CODE ENFORCEMENT	30.31
Total 110606:				30.31
110607	ACCOUNTEMPS	SERVICE WEEK 9/8 *KASHANTA BARDLETT	WATER COLLECTIONS	1,299.84
110607	ACCOUNTEMPS	SERVICE WEEK 9/15 *MICHAEL BARB	FINANCE	2,463.30
110607	ACCOUNTEMPS	SERVICE WEEK 9/8 *MICHAEL BARB	FINANCE	1,847.48
110607	ACCOUNTEMPS	SERVICE WEEK 9/15 *KASHANTA BARDLET	WATER COLLECTIONS	1,624.80
Total 110607:				7,235.42
110608	BEST OF PROVISIO TOWNSHIP	PROVISIO BIKE TOUR EVENT	PRESIDENT & TRUSTEES	500.00
Total 110608:				500.00
110609	CNA SURETY	SURETY BOND *L.SATCHELL	HUMAN RESOURCES	297.50
Total 110609:				297.50
110610	DE LAGE LANDEN FINANCIAL SVCS	COMPLETE CARE PACKAGE IMPACT *MAR	MANAGEMENT INFORMATION SYSTE	1,169.74
110610	DE LAGE LANDEN FINANCIAL SVCS	COMPLETE CARE PACKAGE IMPACT *MAY	MANAGEMENT INFORMATION SYSTE	28,710.52
110610	DE LAGE LANDEN FINANCIAL SVCS	COMPLETE CARE PACKAGE IMPACT *APRI	MANAGEMENT INFORMATION SYSTE	25,161.26

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 110610:				55,041.52
110611	GENE WASHINGTON	P&F-MEETING *09/14/2023	POLICE & FIRE COMMISSION	150.00
Total 110611:				150.00
110612	GLORIA A. CLAY	P&F-MEETING *09/14/2023	POLICE & FIRE COMMISSION	200.00
Total 110612:				200.00
110613	Ian Canovi	CONSULTING SERVICES	TIF ADMINISTRATION	415.00
Total 110613:				415.00
110614	IMPACT NETWORKING LLC	COD-100 DUO HARDWATE TOKENS	MANAGEMENT INFORMATION SYSTE	5,709.99
Total 110614:				5,709.99
110615	JAMES T BREWER	P&F-MEETING *09/14/2023	POLICE & FIRE COMMISSION	150.00
Total 110615:				150.00
110616	Jimmy Kifarkis	CONTRACTOR - ELECTRICAL	CODE ENFORCEMENT	1,200.00
Total 110616:				1,200.00
110617	Kendall Silas	HOMELAND SECURITY *PAYROLL 08.19.20	POLICE	634.48
Total 110617:				634.48
110618	KONICA MINOLTA BUSINESS	P&F MAINT AGRMNT 2/2/2023-3/1/2023	POLICE & FIRE COMMISSION	50.15-
110618	KONICA MINOLTA BUSINESS	COPIER MAINT AGREEMENT APR2023-MAY	CENTRAL SERVICES	3,021.11
110618	KONICA MINOLTA BUSINESS	COPIER MAINT AGREEMENT MAY2023-JUN	CENTRAL SERVICES	2,703.63
110618	KONICA MINOLTA BUSINESS	COPIER MAINT AGRMNT JUN2023-JUL 20	CENTRAL SERVICES	2,291.65
110618	KONICA MINOLTA BUSINESS	FINANCE MAINT AGRMNT 3/2-4/1/2023	FINANCE	167.71
110618	KONICA MINOLTA BUSINESS	COPIER MAINT AGRMNT 1/1/2023-6/30/2023	CENTRAL SERVICES	136.06
Total 110618:				8,270.01
110619	MARCELLUS CASSIUS WELLS	P&F-MEETING *09/14/2023	POLICE & FIRE COMMISSION	150.00
Total 110619:				150.00
110620	MARK DWYER	CONTRACTOR - PAYROLL	CODE ENFORCEMENT	1,500.00
Total 110620:				1,500.00
110621	MAYWOOD PARK DISTRICT	REIMB MAYWOOD FEST 2023 DJ PHANTO	SPECIAL EVENT REVENUE	6,750.00
Total 110621:				6,750.00
110622	READITH ESTER	P&F-MEETING *09/14/2023	POLICE & FIRE COMMISSION	150.00
Total 110622:				150.00
110623	Ryan LLC	TIF CONSULTING	COMMUNITY DEVELOPMENT	412.50

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 110623:				412.50
110624	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 9/4-9/15/2023	POLICE & FIRE COMMISSION	800.00
Total 110624:				800.00
110625	ANIMAL WELFARE LEAGUE	ANIMAL IMPOUNDMENT MAR 2023	CODE ENFORCEMENT	204.00
Total 110625:				204.00
110626	Atlantis Global LLC	THERMAL PAPER	POLICE	463.00
110626	Atlantis Global LLC	ZEB 100 ROLLS 5 CARTONS	POLICE	409.10
Total 110626:				872.10
110627	Broadview Hardware	MAINTENANCE SUPPLIES	LAND & BUILDINGS	6.99
Total 110627:				6.99
110628	CAMIC JOHNSON LTD	ADMINISTRATIVE HEARINGS (8/4/23 & 8/18/	CODE ENFORCEMENT	450.00
Total 110628:				450.00
110629	CITY OF CHICAGO-	ACCT #432533-432533 7/19-8/16/2023	WATER COLLECTIONS	145,068.35
Total 110629:				145,068.35
110630	HINCKLEY SPRINGS	COD-EQUIPMENT RENTAL	CODE ENFORCEMENT	153.77
Total 110630:				153.77
110631	ILLINOIS FRATERNAL ORDER OF POL	UNION DUES *9/22/2023 *DISPATCHERS		192.00
Total 110631:				192.00
110632	MAYWOOD FIRE FIGHTERS UNION	UNION DUES *9/22/2023		510.00
Total 110632:				510.00
110633	MAYWOOD FIREMEN'S PENSION FUN	PAYROLL LIABILITY EXPENSE 9/22/2023		12,978.27
Total 110633:				12,978.27
110634	MAYWOOD POLICE PENSION FUND	PAYROLL LIABILITY EXPENSE 9/22/2023		13,369.46
Total 110634:				13,369.46
110635	METROPOLITAN ALLIANCE	UNION DUES *9/22/2023		790.50
Total 110635:				790.50
110636	NU LIFE TIRE SERVICE	2 NEW TIRES/2 STRUCTURE	CODE ENFORCEMENT	395.00
110636	NU LIFE TIRE SERVICE	310-4 OFF/ON SWITCH	CODE ENFORCEMENT	90.00
110636	NU LIFE TIRE SERVICE	BOBCAT-1 NEW TIRES	CODE ENFORCEMENT	20.00
110636	NU LIFE TIRE SERVICE	236-1 TIRE REPAIR	CODE ENFORCEMENT	70.00
110636	NU LIFE TIRE SERVICE	TRAILER-1 NEW TIRES	CODE ENFORCEMENT	70.00
110636	NU LIFE TIRE SERVICE	BOBCAT-REPAIR/RD SVC	CODE ENFORCEMENT	70.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110636	NU LIFE TIRE SERVICE	REPAIR/RD SVC 2 OFF/ON SWITCH	CODE ENFORCEMENT	70.00
Total 110636:				785.00
110637	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	CODE ENFORCEMENT	106.53
Total 110637:				106.53
110638	SERVICE EMPLOYEES LOCAL 73	UNION DUES 9/22/203 *SEIU TECH		506.22
Total 110638:				506.22
110639	T.P.I.	CONTRACTOR (BUILDING & PLUMBING) - 0	CODE ENFORCEMENT	2,394.00
Total 110639:				2,394.00
110640	TEAMSTERS LOCAL 705	UNION DUES *9/22/2023 *SA		44.00
110640	TEAMSTERS LOCAL 705	UNION DUES *9/22/2023		353.00
Total 110640:				397.00
110641	TONY'S LAWNMOWER	MAINTENANCE SUPPLIES	LAND & BUILDINGS	140.95
110641	TONY'S LAWNMOWER	MAINTENANCE SUPPLIES	LAND & BUILDINGS	199.91
110641	TONY'S LAWNMOWER	MAINTENANCE SUPPLIES	LAND & BUILDINGS	59.97
Total 110641:				400.83
110642	TRI COUNTY BOARD UP	BOARD-UP - 1222 ST. CHARLES RD	CODE ENFORCEMENT	190.00
110642	TRI COUNTY BOARD UP	BOARD-UP - 1307 S. 8TH AVE	CODE ENFORCEMENT	165.00
110642	TRI COUNTY BOARD UP	BOARD-UP - 120 S. 5TH AVE.	CODE ENFORCEMENT	235.00
Total 110642:				590.00
110643	VILLAGE OF MAYWOOD	WATER PAYMENT VIA PAYROLL DEDUCTIO		75.00
Total 110643:				75.00
110644	VILLAGE OF MELROSE PARK	ACCT #422001-001 7/20-8/20/2023	WATER COLLECTIONS	24,292.14
Total 110644:				24,292.14
110645	VOYA INSTITUTIONAL TRUST CO.	VOYA DEDUCTION 9/22/2023		4,590.00
Total 110645:				4,590.00
110646	W.S. DARLEY & CO	FIR-TURNOUT GEAR BAG	FIRE	110.95
Total 110646:				110.95
110647	WAY BACK INN	ANNUAL REBUILDERS DINNER	PRESIDENT & TRUSTEES	150.00
Total 110647:				150.00
110648	WIGIT'S TRUCK SERVICE	FIR-MAINTENANCE FOR RESCUE SQUAD 5	FIRE	3,037.95
Total 110648:				3,037.95
110649	A-1 Cutting Edge Landscaping	LANDSCAPING - 1101 ROOSEVELT RD	CODE ENFORCEMENT	100.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110649	A-1 Cutting Edge Landscaping	LANDSCAPING/TREE CUTTING - 516 S. 4T	CODE ENFORCEMENT	450.00
110649	A-1 Cutting Edge Landscaping	LANDSCAPING - 120 S. 5TH AVE.	CODE ENFORCEMENT	350.00
110649	A-1 Cutting Edge Landscaping	LANDSCAPING - 803 S. 19TH AVE.	CODE ENFORCEMENT	90.00
110649	A-1 Cutting Edge Landscaping	LANDSCAPING - 901 S. 4TH AVE	CODE ENFORCEMENT	150.00
110649	A-1 Cutting Edge Landscaping	LANDSCAPING - 1201 S. 5TH AVE.	CODE ENFORCEMENT	150.00
110649	A-1 Cutting Edge Landscaping	LANDSCAPING - 1201 S. 8TH AVE.	CODE ENFORCEMENT	75.00
110649	A-1 Cutting Edge Landscaping	LANDSCAPING - 1201 S. 5TH AVE.	CODE ENFORCEMENT	150.00
110649	A-1 Cutting Edge Landscaping	LANDSCAPING - 1400 ORCHARD	CODE ENFORCEMENT	150.00
110649	A-1 Cutting Edge Landscaping	LANDSCAPING - 1608 S. 5TH AVE.	CODE ENFORCEMENT	100.00
110649	A-1 Cutting Edge Landscaping	LANDSCAPING - 1600 S. 13TH AVE.	CODE ENFORCEMENT	100.00
Total 110649:				1,865.00
110650	AA RENTAL CENTER	ADDTNL TENTS, TABLES, CHAIRS *MAYWO	SPECIAL EVENT REVENUE	630.00
Total 110650:				630.00
110651	AANIYAH WRIGHT	YOUTH EXPLORES *MAP GRANT 8/30/2023		50.00
Total 110651:				50.00
110652	ACCOUNTEMPS	SERVICE WEEK 9/22 *KASHANTA BARDLET	WATER COLLECTIONS	1,484.25
110652	ACCOUNTEMPS	SERVICE WEEK 9/22 *MICHAEL BARB	FINANCE	2,011.70
Total 110652:				3,495.95
110653	AIR ONE EQUIPMENT	RADIANS: TYPE 2 CLASS 2 BREAKAWAYEX	PUBLIC WORKS	1,847.00
Total 110653:				1,847.00
110654	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	131.20
110654	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	338.26
Total 110654:				469.46
110655	ARIANNA WILBERT	COORDINATOR PAY 9/19-9/22/2023		295.00
Total 110655:				295.00
110656	Brady Industries of Illinois LLC	FIR-JANITORIAL SUPPLIES	FIRE	463.55
Total 110656:				463.55
110657	CARMEN RIVERA	COFFEE & DONUTS FOR SOFTBALL GAME	POLICE	58.27
110657	CARMEN RIVERA	REFUND FOR PARKING FOR MTG HISPANI	POLICE	57.00
Total 110657:				115.27
110658	CHEYANNE WRIGHT	YOUTH EXPLORERS *MAP GRANT 8/30/202		50.00
Total 110658:				50.00
110659	COMCAST	PHONE 1220 S. 17TH 8/25/2023	CENTRAL SERVICES	127.67
Total 110659:				127.67
110660	Copy Cat Cleaning Corporation	CLEAN, RECOAT & BUFF FLOORS AT 200 S.	PARKS & RECREATION	550.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 110660:				550.00
110661	CORI HOBBS	COORDINATOR PAY 9/11-9/24/2023		675.00
Total 110661:				675.00
110662	CRYSTAL HOPSON	BLOCK PARTY REFUND NO BARRICADES	CORPORATE	100.00
Total 110662:				100.00
110663	DARQUEZ PULLIAM	COORDINATOR PAY 9/19-9-22		376.80
Total 110663:				376.80
110664	Dionte Robinson	HOMELAND SECURITY ADMIN 9/19-9/22/20		403.00
Total 110664:				403.00
110665	Domonique Watson	COORDINATOR PAY 9/10-9/23/2023		1,320.00
Total 110665:				1,320.00
110666	Elroy Miller	LANDSCAPING OF MULTI VACANT VILLAGE	CODE ENFORCEMENT	2,260.00
Total 110666:				2,260.00
110667	ERIC CRAWFORD	COORDINATOR PAY 9/19-9/22/2023		174.00
Total 110667:				174.00
110668	Franciso Alvarez	INSTALL LIGHT/REPLACE WOOD ON VARIO	LAND & BUILDINGS	2,500.00
110668	Franciso Alvarez	INSTALL LIGHT/REPLACE WOOD ON VARIO	LAND & BUILDINGS	2,600.00
Total 110668:				5,100.00
110669	Guardian Alliance Technologies, Inc.	POL- GUARDIAN PLATFORM SOFTWARE LI	POLICE	204.00
Total 110669:				204.00
110670	HINCKLEY SPRINGS	5G DRINKING WATER FOR MPD	POLICE	24.98
Total 110670:				24.98
110671	Isaac Blount	HOMELAND SECURITY ADMIN 9/19-9/22/20		375.00
Total 110671:				375.00
110672	JEREMIAH HINTON	COORDINATOR PAY 9/19-9/23/2023		217.00
Total 110672:				217.00
110673	Kendall Silas	HOMELAND SECURITY *PAYROLL 09.02.20	POLICE	634.48
110673	Kendall Silas	HOMELAND SECURITY *PAYROLL 09.16.20	POLICE	1,030.90
Total 110673:				1,665.38
110674	KLEIN, THORPE AND JENKINS LTD	LEGAL RETAINER SVCS *JUNE 2023	LAW	4,020.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110674	KLEIN, THORPE AND JENKINS LTD	LEGAL RETAINER SVCS *JUNE 2023 ECON	LAW	12,533.20
Total 110674:				16,553.20
110675	KLUEVER LAW GROUP LLC	OVERPAYMENT FOR ACCT #321308129-00	WATER COLLECTIONS	123.50
Total 110675:				123.50
110676	KONICA MINOLTA BUSINESS	CASHIER MAINT AGRMNT 9/2/2022-10/1/202	WATER COLLECTIONS	7.76
110676	KONICA MINOLTA BUSINESS	COPIER MAINT AGREEMENT 7/10/2022-12/3	POLICE	56.12
110676	KONICA MINOLTA BUSINESS	PW MAINT AGRMNT 10/2/2022-11/1/2022	PUBLIC WORKS	15.29
Total 110676:				79.17
110677	LASONDRA BANKS	REIMB.COMMUNITY ENGAGEMENT ACTIVI	PRESIDENT & TRUSTEES	171.97
Total 110677:				171.97
110678	LEGENDS GRILL	EXPLORER PROGRAM MEALS SEPT 19-22		1,020.00
Total 110678:				1,020.00
110679	LEXIPOL, LLC	ANNUAL LAW ENFORCEMENT POLICY MA	POLICE	11,279.52
Total 110679:				11,279.52
110680	NORTH EAST MULTI-REGIONAL	STREET CRIMES PROGRAM NUNEZ, JACO	POLICE	325.00
Total 110680:				325.00
110681	OTIS ELEVATOR COMPANY	ELEVATOR MAINTENANCE - 40 MADISON S	LAND & BUILDINGS	950.76
Total 110681:				950.76
110682	PEARLIE AARON	COORDINATOR PAY 9/19-9/22/2023		625.00
Total 110682:				625.00
110683	PEP BOYS	MP16183 BRAKE INSPECTION	POLICE	63.00
Total 110683:				63.00
110684	PETTY CASH	REIMBURSE *PARKING A SMITH	COMMUNITY DEVELOPMENT	14.00
Total 110684:				14.00
110685	PITNEY BOWES	CONTRACT #0041239662 7/26/23-10/5/23	POLICE	1,619.58
Total 110685:				1,619.58
110686	SEAN HARVEY	BLOCK PARTY DEPOSIT REFUND	CORPORATE	50.00
Total 110686:				50.00
110687	South West Industries, Inc.	ELEVATOR MAINTENANCE - 200 S. 5TH AV	PARKS & RECREATION	205.00
Total 110687:				205.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
110688	TAPPED IN INC	FIR-ELECTRICAL MAINTENANCE AT FIRE S	FIRE	800.00
Total 110688:				800.00
110689	TRI COUNTY BOARD UP	BOARD-UP - 2104 S. 3RD AVE.	CODE ENFORCEMENT	165.00
110689	TRI COUNTY BOARD UP	BOARD-UP - 639 S. 12TH AVE.	CODE ENFORCEMENT	165.00
110689	TRI COUNTY BOARD UP	BOARD-UP - 302 N. 1ST AVE.	CODE ENFORCEMENT	120.00
110689	TRI COUNTY BOARD UP	BOARD-UP - 802 S. 9TH AVE.	CODE ENFORCEMENT	75.00
Total 110689:				525.00
110690	TYIEESHA DAVIS	COORDINATOR PAY 9/19-9/22/2023		410.00
Total 110690:				410.00
110691	VENUS MEADOWS	REIMB. CAR POWER INVERTER	WATER COLLECTIONS	41.74
Total 110691:				41.74
110692	WIGIT'S TRUCK SERVICE	FIR-UNIT 513 OIL, FILTER AND A/C COIL CH	FIRE	3,032.19
110692	WIGIT'S TRUCK SERVICE	FIR-MAINTENCE FOR SQUAD 525 SEE REP	FIRE	1,901.19
110692	WIGIT'S TRUCK SERVICE	FIR-CAR 511 MAINTENANCE / RADIATOR R	FIRE	3,469.05
110692	WIGIT'S TRUCK SERVICE	FIR-MOTOR MAINTENANCE SQUAD 525	FIRE	2,994.74
Total 110692:				11,397.17
110693	Xavier Doyle	HOMELAND SECURITY ADMIN 9/19-9/22/20		440.00
Total 110693:				440.00
110694	ZACHARY PORTER	COORDINATOR PAY 9/19-9/22/2023		386.80
Total 110694:				386.80
Grand Totals:				1,995,523.23

VILLAGE OF MAYOOD

Warrant List #200542 through October 5, 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



MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: October 4, 2023
RE: 2023 Real Estate Tax Levy Approval Process and Adoption Schedule for 2023 Tax Levy, 2023/2024 Budget Amendment Process and 2024/2025 Annual Budget Process

In anticipation of the above-referenced matters, I have enclosed various draft documents for your consideration and discussion at upcoming 2023 Trustee Committee meetings, 2023 Committee of the Whole meetings, a December 2023 Public Hearing for the 2023 Tax Levy and 2023 Village Board meetings, including:

- A. NOTICE OF PROPOSED REAL ESTATE TAX LEVY PUBLIC HEARING FOR THE VILLAGE OF MAYWOOD FOR YEAR 2023.
- B. AGENDA FOR TRUTH IN TAXATION PUBLIC HEARING ON THE PROPOSED 2023 REAL ESTATE TAX LEVY.
- C. RESOLUTION DETERMINING THE ESTIMATED VILLAGE OF MAYWOOD REAL ESTATE TAX LEVY FOR YEAR 2023.
- D. KTJ Memorandum - TENTATIVE VILLAGE OF MAYWOOD FISCAL ADOPTION SCHEDULE FOR 2023 REAL ESTATE TAX LEVY AND 2024/2025 OPERATING BUDGET, dated October 4, 2023.
- E. ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2023 TAX LEVY, with Certification of Compliance with Truth in Taxation Law.

On July 11, 2023, the Village Board adopted Ordinance CO-2023-28, which approved certain amendments to the Fiscal Year 2023/2024 (May 1, 2023 Through April 30, 2024) Village of Maywood Budget (Amendment No. 1). If another amendment to the 2023/2024 Annual Budget needs to be approved, it will be prepared by Village staff and presented for approval at a later date.

The Tentative Fiscal Adoption Schedule provides guidance on timing of events in working through the levy process. Within the Schedule, I have highlighted various deadline dates for Village Board action, and certain notice and publication dates that need to be met in order to comply with State law regarding the tax levy approval process. The 2023 tax levy public hearing should be conducted at the Committee of the Whole meeting on Tuesday, December 5, 2023 or at a special Village Board meeting held in early December 2023. **For purposes of these drafts, I have anticipated the public hearing date as Tuesday, December 5, 2023 and the approval date of the tax levy ordinance at the Village Board meeting scheduled for Tuesday, December 12, 2023. As you know, the Village Board needs to take the following actions:**

1. **Adopt “Resolution Determining the Estimated Village of Maywood Real Estate Tax Levy for Year 2023” in November 2023 (available Board of Trustees meeting date: Tuesday, November 7, 2023). [35 ILCS 200/18-60; 2023 Tax Levy Estimate must be determined by the Village Board at least 20 days prior to adoption of Tax Levy Ordinance].**

2. **Publish “Notice of Proposed Real Estate Tax Levy Public Hearing for the Village of Maywood for Year 2023” (not more than 14 nor less than 7 days prior to the proposed Tuesday, December 5, 2023 Public Hearing; target publication date: *Chicago SunTimes* or *Chicago Tribune*: one time during Wednesday, November 22, 2023 through Monday, November 27, 2023) (in the past, the Village has handled the publication). [35 ILCS 200/18-70 and 18-75] A Truth in Taxation Public Hearing is necessary if the estimated tax levy will exceed 105% of last year’s final aggregate levy, including any amount abated before extension; **If the estimated tax levy is less than 105%, no hearing need be held, but it is recommended for transparency’s sake.****

3. **Conduct a Public Hearing on the 2023 Tax Levy on Tuesday, December 5, 2023 (7:00 p.m.) (tentative date).**

4. **Adopt the 2023 Tax Levy Ordinance, on Tuesday, December 12, 2023.**

5. **File a certified copy of the 2023 Tax Levy Ordinance with the Cook County Clerk on or before the last Tuesday of December 2023 (December 26, 2023). THIS SHOULD BE FILED NO LATER THAN WEDNESDAY, DECEMBER 20, 2023 DUE TO THE HOLIDAYS.**

In the past, the publication of the Tax Levy Public Hearing Notice has been handled by Village of Maywood (“Village”) staff. After the Notice is published, please provide me with a copy of the publisher’s certificate.

As the process moves forward and the tax levy amounts and any other missing information is provided to me, I will finalize the enclosed “draft” documents and return final versions to you so that they can be voted upon at the appropriate Village Board meetings.

As a reminder, and **due to changes in the Firefighter and Police Pension Fund laws, and the Settlement Order of the now-settled lawsuit filed by the Maywood Firefighter Pension Fund**, I have cited Sections from the Firefighter/Police Pension Fund Settlement Agreement that place certain restrictions on the Corporate Authorities' approval of the Annual Real Estate Tax Levy as follows:

Settlement Agreements - Firefighters and Police Pension Fund Litigation

“6. The VILLAGE agrees that it will provide the PENSION FUND with a Certified Copy of the VILLAGE'S Annual Tax Levy Ordinance each year when such Ordinance is filed with the Cook County Clerk's Office.

7. Commencing with the fiscal year 2004/2005, and continuing thereafter, **the VILLAGE shall annually levy a tax upon all taxable property within the VILLAGE in accordance with and required by Section 4-118 of the Illinois Pension Code (40 ILCS 5/4-118). The amount of taxes to be levied for each fiscal year shall be determined by an enrolled actuary chosen jointly by the VILLAGE and the PENSION FUND. The VILLAGE shall be responsible for the cost of such agreed upon actuary. Neither party shall unreasonably withhold their approval of the selection of such enrolled actuary.**

* * *

13. It is expressly understood that the Circuit Court of Cook County, Chancery Division, shall retain jurisdiction over this action for the purposes of enforcing the terms of this Agreement.”

The Village is required to make annual funding contributions to the Police Pension Fund and the Fire Pension Fund in accordance with the Illinois Pension Code and the Pension Fund Settlement Agreements. 40 ILCS 5/3-125(a) (Police Pension Fund); 40 ILCS 5/4-118(a) (Fire Pension Fund).

Prior to January 1, 2012, the Village was required to make annual contributions in a manner that would fully fund both pensions by the year 2033. 40 ILCS 5/3-125 (prior to Public Act 96-1495) (Police Pension Fund); 40 ILCS 5/4-118 (prior to Public Act 96-1495) (Fire Pension Fund). The amount of the required contributions was set by an annual report generated by an actuary.

State law relative to pension contributions changed in 2012, when the Governor signed Public Act 96-1495 into law. This Public Act changed the formula used to calculate the Village’s pension fund contributions. Under Public Act 96-1495, **effective January 1, 2012, the Village is required to make annual contributions that would increase the funding levels to a “90% fully funded” threshold by the year 2040 pursuant to annual actuarial reports generated using the actuarial method of “project unit credit,” and using the value of the funds’ assets as of March 30, 2012. 40 ILCS 5/3-125 (Police Pension Fund); 40 ILCS 5/4-118 (Fire Pension Fund).**

The Public Act also requires that municipalities meet funding obligations in the future by implementing:

1. State-shared revenue diversions to pension funds beginning in 2016 equaling the difference between the Village’s contribution and the required actuarial contribution. Three-year phase-in with up to one-third of State-shared revenue diverted in 2016, up to two-thirds in 2017, and up to the full contribution difference beginning in 2018.
2. Expanded investment authority including corporate bonds for all funds and greater equity investments for funds with assets of at least \$10 million.
3. A five-year smoothing of actuarial gains and losses.

Moreover, the Public Act changes the following benefits for new hires, those brought in after January 1, 2012:

1. Normal retirement age of 55.
2. Early retirement at age 50 with a 6% reduction for each year prior to age 55.
3. Pensionable salary cap of \$106,800 indexed to 1/2% of the CPI-U.
4. Final average salary calculated using the last 8 of 10 years.
5. Survivor benefit of 66 2/3%.
6. Cost-of-living adjustments beginning at age 60 for retirees and survivors.

As you know, in 2011 the Pension Funds reinstated litigation relative to the alleged failure by the Village to levy appropriate amounts in violation of the Settlement Agreements. This litigation was settled in 2017 because the Village complied in successive years with its pension contributions. Failure to levy the appropriate amount will result in an adverse action against the Village.

2023 Tax Levy and 2024/2025 Budget Consideration

Automatic annual wage increases payable to over 90% of the Village employees are required under the collective bargaining agreements. As you know, these wage increases impact the 2023/2024 Budget and the proposed 2024/2025 Budget and Village operations, and need to be considered in determining the 2023 Tax Levy.

In past years, my office has filed the above-referenced Ordinances with Cook County and then provided the Village Clerk with stamped copies for the Village's file.

Please confirm if you want us to handle the filing of these documents this year.

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.)
 Steve Kuptz, Treasurer (w/ encls.)
 Michael A. Marris (w/ encls.)

Draft 10.4.2023

**NOTICE OF
PROPOSED REAL ESTATE TAX LEVY PUBLIC HEARING
FOR THE VILLAGE OF MAYWOOD FOR YEAR 2023**

- I. A public hearing to approve a proposed real estate tax levy increase for the Village of Maywood for Tax Levy 2023 will be held on **Tuesday, December 5, 2023** at 7:00 p.m. in the Village Council Room located at 125 South 5th Avenue, Maywood, Illinois 60153.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact the Village Clerk at 40 East Madison Street, Maywood, Illinois 60153, phone number 708-450-6360.

- II. The corporate and special purpose real estate taxes extended or abated for 2022 were **\$24,701,521.00**.

The proposed corporate and special purpose real estate taxes to be levied for 2023 are **\$24,701,521.00**. This represents a **0.00% increase / 0.00 % decrease** over the previous year.

- III. The real estate taxes extended for debt service and public building commission leases for 2022 were **\$0.00**.

The estimated real estate taxes to be levied for debt service and public building commission leases for 2023 are **\$0.00**. This represents a **0.00% decrease / 0.00% increase** over the previous year.

- IV. The total real estate taxes extended or abated for 2022 were **\$24,701,521.00**.

- V. The estimated total real estate taxes to be levied for 2023 are **\$24,701,521.00**. This represents a **0.00% decrease / 0.00% increase** over the previous year.

All hearings shall be open to the public. The corporate authorities of the Village of Maywood shall explain the reasons for the proposed increase and shall permit persons desiring to be heard an opportunity to present testimony at the **Tuesday, December 5, 2023 public hearing**, within reasonable time limits as the corporate authority determines.

VILLAGE OF MAYWOOD
Tori-Love Garron
Village Clerk

**VILLAGE OF MAYWOOD
BOARD OF TRUSTEES
VILLAGE COUNCIL ROOM
125 SOUTH 5TH AVENUE
MAYWOOD, ILLINOIS 60153**

TUESDAY, DECEMBER 5, 2023 AT 7:00 P.M.

**AGENDA FOR TRUTH IN TAXATION PUBLIC HEARING
ON THE PROPOSED 2023 REAL ESTATE TAX LEVY**

1. CALL TO ORDER.
2. ROLL CALL.
3. ACKNOWLEDGEMENT OF THE PUBLICATION OF THE PUBLIC HEARING NOTICE IN A LOCAL NEWSPAPER.
4. PRESENTATION ON THE 2023 REAL ESTATE TAX LEVY BY THE VILLAGE MANAGER AND THE FINANCE DIRECTOR.
 - A. DISCUSSION OF AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2023 TAX LEVY.
5. QUESTIONS AND COMMENTS BY BOARD MEMBERS.
6. QUESTIONS BY THE PUBLIC AND PUBLIC COMMENT.
7. FINAL QUESTIONS AND COMMENTS BY BOARD MEMBERS.
8. MOTION TO PLACE "AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2023 TAX LEVY" ON THE DECEMBER 5, 2023 VILLAGE BOARD MEETING AGENDA FOR FINAL ACTION AND APPROVAL.
9. MOTION TO CLOSE THE PUBLIC HEARING.

RETURN TO THE AGENDA FOR THE DECEMBER 5, 2023 COMMITTEE OF THE WHOLE OF THE BOARD OF TRUSTEES / SPECIAL VILLAGE BOARD MEETING.

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

Options to watch and listen to the public meeting: Live Stream at the 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 nkornegary@maywood-il.org and/or faxing to (708) 681-8818.

RESOLUTION NO. R-2023 - _____

**A RESOLUTION DETERMINING THE ESTIMATED
VILLAGE OF MAYWOOD REAL ESTATE TAX LEVY FOR YEAR 2023**

WHEREAS, pursuant to Section 18-60 of The Truth In Taxation Law (35 ILCS 200/18-60), the Corporate Authorities of the Village of Maywood shall, not less than twenty (20) days prior to approving the 2023 Real Estate Tax Levy Ordinance, "determine the amounts of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, hereafter referred to as 'election costs', estimated to be necessary to be raised by taxation for that year upon the taxable property in its taxing district"; and

WHEREAS, Sections 18-70 and 18-75 of The Truth In Taxation Law (35 ILCS 200/18-70 and 18-75) require the corporate authorities of the each taxing district to give public notice of and hold a public hearing on its intent to adopt an aggregate tax levy, if the estimated tax levy will exceed 105% of last year's final aggregate levy, including any amount abated before extension. For transparency purposes, the corporate authorities of any taxing district may hold such public hearing on its intent to adopt an aggregate tax levy, even if the estimated tax levy will not exceed 105% of last year's final aggregate levy.

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

SECTION 1: Estimated 2023 Tax Levy Amount. The Corporate Authorities of the Village of Maywood have determined the amounts of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election code (i.e., "election costs") [see 10 ILCS 5/1-1 *et seq.*], estimated to be necessary to be raised by taxation for the 2023 year upon the taxable property in its taxing district to be as follows: **\$24,701,521.00.**

Pursuant to Illinois statute, the above estimate can be amended by the Corporate Authorities of the Village of Maywood prior to the final approval of the real estate tax levy ordinance, which is anticipated to occur at the Special Village Board Meeting to be held on **Tuesday, December 12, 2023.**

SECTION 2: 2023 Tax Levy Public Hearing. Pursuant to Section 18-70 of The Truth In Taxation Law (35 ILCS 200/18-70), the corporate authorities of the Village of Maywood will conduct a public hearing on this proposed levy or any amendment thereto at **7:00 p.m. on Tuesday, December 12, 2023** in the Village Council Room located at 125 South 5th Avenue, Maywood, Illinois. The required notices for this public hearing shall be posted and published in accordance with applicable State laws, including the Open Meetings Act and The Truth In Taxation Law.

SECTION 3: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 7th day of November, 2023, at an open public meeting by an affirmative vote of a majority of the Corporate Authorities of the Village of Maywood taken pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this 7th day of November, 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 DETERMINING THE ESTIMATED
VILLAGE OF MAYWOOD REAL ESTATE TAX LEVY FOR YEAR 2023**

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 7th day of November, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 7th day of November, 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 November, 2023.

Tori-Love Garron, Village Clerk

[SEAL]



Michael T. Jurusik
Cell: 708.638.0355
Office: 312.984.6432
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900 Oakmont Lane, Suite 301
Westmont, Illinois 60559
www.ktjlaw.com

October 4, 2023

**TENTATIVE VILLAGE OF MAYWOOD FISCAL ADOPTION SCHEDULE
FOR 2023 REAL ESTATE TAX LEVY AND 2024/2025 OPERATING BUDGET**

Monthly Actions Required by the Village’s Fiscal and Investment Policy

Finance Director and Village Treasurer forward to the Board of Trustees a report on the state of the Village’s investment portfolio, which shall include a review of the performance of the portfolio and a projection of future performance based upon the prior year’s results. [Fiscal and Investment Policy (FIP) § IX(1)(a)].

By the 21st day of each month, the Finance Director shall prepare a budget-to-actual report for such month for: (1) all funds of the Village, taken together; (2) the Village’s Water and Sewer Fund; and (3) the Village’s Garbage Fund. [FIP § IX(4)(a)].

Prior to the second meeting of the Village Board each month (or, if the second meeting of the Board precedes the 21st day, at the first meeting of the Village Board during the next month), the **Fiscal Accountability & Government Transparency Committee shall meet to review the monthly budget-to-actual cash flow statement with the Finance Director.** [FIP § IX(4)(a)].

At the second meeting of the Village Board each month (or, if no meeting is held, at the first meeting held by the Village Board during the next month), the **Finance Director or Fiscal Accountability & Government Transparency Committee shall report to the Village Board with respect to such monthly budget-to-actual cash flow statement and the proposed action, if any, to be taken by the Village with respect to the remainder of the then-current fiscal year as a result of such monthly budget-to-actual cash flow statement.** [FIP § IX(4)(a)].

Quarterly Actions Required by the Village’s Fiscal and Investment Policy

By the 30th day of the month following the end of the fiscal quarter, the Finance Director shall submit to the Village Board a report showing the actual-versus-budgeted revenues and expenses for such fiscal quarter (a “quarterly budget-to-actual cash flow statement”). [FIP § IX(4)(b)].

Maywood’s Budget Operates on a Fiscal Year Basis: May 1st to April 30th
[1st Quarter: May to July; 2nd Quarter: August to October; 3rd Quarter: November to January; and 4th Quarter: February to April]

2023

October, 2023 Committee of the Whole (“COW”) Meeting and Village Board Meeting

Presentation by Fiscal Accountability & Government Transparency Committee, Village Manager and Finance Director of Estimated 2023 Real Estate Tax Levy.

October, 2023 – Action

Within 180 days after the end of the fiscal year, the Finance Director shall provide to the Board of Trustees a copy of the statement of financial position of the Village as of the end of the most recently-completed fiscal year, along with the related statements required by the Village’s Fiscal & Investment Policy, all as audited or reviewed by the Village Auditor. [FIP § IX(3)(b)].

November, 2023 – COW Meeting and Special Meeting of the Board of Trustees

November 7, 2023 COW Meeting: Presentation by Village Manager and Finance Director of final Estimated 2023 Real Estate Tax Levy.

November 7, 2023 Village Board Meeting: Approval of a Resolution Estimating Amount of 2023 Real Estate Tax Levy [35 ILCS 200/18-60; **2023 Tax Levy Estimate must be determined by the Village Board at least 20 days prior to adoption of Tax Levy Ordinance**].

Late November, 2023 – Actions

If a Truth in Taxation Public Hearing is necessary because the estimated tax levy will exceed 105% of last year’s final aggregate levy, including any amount abated before extension, publish notice of the December 5, 2023 Truth In Taxation Public Hearing in Local Paper [35 ILCS 200/18-70 and 18-75; notice must be published not more than 14 nor less than 7 days before the public hearing; target publication date: *Chicago SunTimes* or *Chicago Tribune*: **Wednesday, November 22, 2023 or Monday, November 27, 2023]. If the estimated tax levy is less than 105%, no hearing need be held, but it is recommended for transparency’s sake.**

Late November, 2023 – Action

Finance Director submits to the COW / Village Board a report showing the actual-versus-budgeted revenues and expenses for such fiscal quarter (a “quarterly budget-to-actual cash flow statement”). [FIP § IX(4)(b)].

December 5, 2023 – COW Meeting of the Board of Trustees

Conduct the 2023 Real Estate Tax Levy Public Hearing (Truth In Taxation) [35 ILCS 200/18-70].

Early December, 2023 – Fiscal Accountability & Government Transparency Committee Meeting(s)

Review and consider changes to the Tax Levy per direction of the Village Board as a result of the December 5, 2023 Tax Levy Hearing (**only if necessary**).

December 12, 2023 – Special Meeting of the Board of Trustees

Approval of the 2023 Real Estate Tax Levy Ordinance.

Week of December 18, 2023 – Filing Date

The **2023 Real Estate Tax Levy Ordinance** must be filed with the **Cook County Clerk's Office** no later than the **Last Tuesday of the Calendar Year** [65 ILCS 5/8-3-1; 35 ILCS 200/18-90].

Because of the Holidays, it is advisable to file a certified copy of the Tax Levy Ordinance on or prior to Friday, December 22, 2023.

Week of December 18, 2023 – Actions

If the adopted Real Estate Tax Levy exceeds the Estimated Levy, the Village must publish notice of the adopted Real Estate Tax Increase **within 15 days** of adoption of the Real Estate Tax Levy Ordinance [35 ILCS 200/18-85].

Finance Director and Community Development Department Director must send to the Cook County Assessor's Office copies of final occupancy permits for all new construction within the Village issued in 2023 so that "new growth" can be captured. [This should be done quarterly or semi-annually.]

2024

NOTE: YEAR 2023/2024 BUDGET AMENDMENT PROCESS CONTINUES THROUGH APRIL 30, 2024 TO ACCOUNT FOR GRANTS, AND OTHER UNANTICIPATED REVENUES AND EXPENSES.

January/February/March/April, 2024 – Fiscal Accountability & Government Transparency Committee Meetings and COW Meetings

Staff and Fiscal Accountability & Government Transparency Committee review of Draft FY 2024/2025 Operating Budget in preparation of the Public Hearing.

Prior to February 28, 2024 – Action

Finance Director submits to the COW / Village Board a report showing the actual-versus-budgeted revenues and expenses for such fiscal quarter (a "quarterly budget-to-actual cash flow statement"). [FIP § IX(4)(b)].

March/April, 2024 – Actions

Publish Notice of March or April, 2024 Public Hearing on Draft FY 2024/2025 Operating Budget [per 65 ILCS 5/8-2-9.9, publish at least one week prior to the public hearing in local newspaper].

Publication of Draft FY 2024/2025 Operating Budget by Village Clerk in pamphlet form [per 65 ILCS 5/8-2-9.9, required to be published at least 10 days prior to adoption of final Budget and at least one week prior to public hearing].

Note: Budget must contain "Estimate of Revenues" pertaining to the revenues that the Village anticipates receiving during the fiscal year covered by the FY 2024/2025 Operating Budget. The Finance Director must certify the revenue estimate in the Budget document.

Early March or Early April, 2024 – COW Meeting of the Board of Trustees

Conduct Public Hearing on Draft FY 2024/2025 Operating Budget [65 ILCS 5/8-2-9.9] and close the Public Hearing.

Mid-March or Mid-April, 2024 – Fiscal Accountability & Government Transparency Committee Meeting(s)

Review and make changes to the Budget as a result of the Public Hearing.

Mid to Late March or April, 2024 – Special Meeting of the Board of Trustees

Adoption of FY 2024/2025 Operating Budget [per 65 ILCS 5/8-2-9.4, the Operating Budget must be adopted before the start of the new Fiscal Year, which begins on May 1, 2024].

Post IMRF Notice of “Summary Statement” of total compensation packages for each Village employee having a total compensation package that exceeds \$75,000 per year --- **within six (6) days of approving the Operating Budget.**

Late April or Early May, 2024 – Filing Date

FY 2024/2025 Operating Budget **must be filed within 30 days of adoption** with the Cook County Clerk [35 ILCS 200/18-50].

Prior to May 31, 2024 – Action

Finance Director submits to the Village Board a report showing the actual-versus-budgeted revenues and expenses for such fiscal quarter (a “quarterly budget-to-actual cash flow statement”). [FIP § IX(4)(b)].

OMA Notice of IMRF Employee Compensation Packages

Section 7.3 of the Illinois Open Meetings Act (5 ILCS 120/7.3) (“OMA”) requires two postings be maintained by public bodies who have employees that are members of IMRF, and the postings must be updated on an “as-needed” basis. **These two Notice requirements are mandated by Public Act 97-609, which became effective on January 1, 2012:**

1. Posting of a “Summary Statement” of total compensation packages for each Village employee having a total compensation package that exceeds \$75,000 per year needs to be posted per the attached Notice --- **within six (6) days of approving each annual budget.**
2. Posting of a “Summary Statement” of total compensation packages for each Village employee having a total compensation package that exceeds \$150,000 per year needs to be posted per the attached Notice --- **at least six (6) days before approving an employee’s compensation package that is equal to or in excess of \$150,000 per year, the employer must post on its website the total compensation package for that employee (e.g., six (6) days in advance of a new Executive Director’s employment contract being approved by the Board of Directors, this Notice must be updated to reflect the contract under consideration).**

In the past, I have provided Village staff with template Notices for placement on Village letterhead and posting as required by Section 7.3 of OMA.

The Summary Statements should include the Village job titles / positions and the dollar amount of the total compensation package associated with the job titles / positions.

Section 7.3 of the Open Meetings Act: Duty to post information pertaining to benefits offered through the Illinois Municipal Retirement Fund.

- (a) Within 6 business days after an employer participating in the Illinois Municipal Retirement Fund approves a budget, that employer must post on its website the total compensation package for each employee having a total compensation package that exceeds \$75,000 per year. If the employer does not maintain a website, the employer must post a physical copy of this information at the principal office of the employer. If an employer maintains a website, it may choose to post a physical copy of this information at the principal office of the employer in lieu of posting the information directly on the website; however, the employer must post directions on the website on how to access that information.**

- (b) At least 6 days before an employer participating in the Illinois Municipal Retirement Fund approves an employee's total compensation package that is equal to or in excess of \$150,000 per year, the employer must post on its website the total compensation package for that employee. If the employer does not maintain a website, the employer shall post a physical copy of this information at the principal office of the employer. If an employer maintains a website, it may choose to post a physical copy of this information at the principal office of the employer in lieu of posting the information directly on the website; however, the employer must post directions on the website on how to access that information.**

- (c) For the purposes of this Section, "total compensation package" means payment by the employer to the employee for salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted.**

If there are any questions, please contact me.

Mike

cc: Village President Nathaniel George Booker and Board of Trustees
Tori-Love Garron, Village Clerk
James Krischke, Acting Village Manager
Lanya Satchell, Finance Director
Steve Kuptz, Village Treasurer
Michael A. Marrs

ORDINANCE NO. CO-2023-___

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2023 TAX LEVY

WHEREAS, the Corporate Authorities of the Village of Maywood, Cook County, Illinois, have budgeted such sums of money as are deemed necessary to defray all necessary expenses and liabilities of the municipality, including the amounts to be deposited in the reserves provided for in the Illinois Pension Code, as now and hereafter amended, for the 2023 tax levy year; and

WHEREAS, the Corporate Authorities of the Village of Maywood, a home rule municipality with authority and powers pursuant to Article VII (Local Government), Section 6 (Powers of Home Rule Units) of the 1970 Constitution of the State of Illinois, may levy taxes upon all real property subject to taxation within the municipality, as that real property is assessed and equalized for State and County purposes for the current year; and

WHEREAS, it is deemed necessary to levy such taxes to defray a portion of the municipality's expenses, as set forth below in this Ordinance; and

WHEREAS, the Village of Maywood, Cook County, Illinois, if required to by law, has held a Public Hearing regarding this Tax Levy in accordance with applicable State laws, including the Truth in Taxation Law (35 ILCS 200/18-55 et seq.), as amended, and the Open Meetings Act (5 ILCS 120/), as amended.

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

SECTION 1: The Whereas paragraphs above are incorporated herein by reference and made a part of Section 1 of this Ordinance.

SECTION 2: The Corporate Authorities of the Village of Maywood have ascertained the total amount of appropriations legally budgeted for and any amount deemed necessary to defray additional expenses and liabilities for all Corporate Purposes, which shall be provided for by a levy of taxes for the 2023 tax levy, upon all the real and taxable property of every name, nature and description within the corporate boundaries of the Village of Maywood ("Village") and now direct that the Cook County Clerk levy a tax for the 2023 tax levy year, upon all such real and taxable property subject to taxation within the Village as that property is assessed and equalized for State and County purposes for said tax levy year, for the purposes and the Funds set forth below:

<u>Fund Name</u>	<u>Tax Levy – 2023</u>
Corporate Fund	\$ 16,205,661.00
Recreation Fund	\$ 150,000.00
Police Pension Fund	\$ 4,910,658.00
<u>Fire Pension Fund</u>	<u>\$ 3,435,202.00</u>
TOTAL	<u>\$24,701,521.00</u>

There will not be any separate tax levies related to the Village of Maywood extended by the Cook County Clerk to pay outstanding Bonds and Interest, as all such bond debt obligations of the Village have been paid in full.

SECTION 3: There is levied a direct tax in the amount of **Twenty Four Million Seven Hundred One Thousand Five Hundred Twenty-One and No/100 Dollars (\$24,701,521.00)** for the 2023 tax levy year, upon all real property subject to taxation within the Village of Maywood as that real property is assessed and equalized for State and County purposes for said tax levy year, for the purposes and the Funds set forth above in Section 2 of this Ordinance as is now provided by law.

SECTION 4: The Village Clerk is authorized and directed to certify this Ordinance and levy herein made to the County Clerk of Cook County, Illinois, and said County Clerk is authorized and directed that taxes are to be collected in the manner and form provided by State law, and this Ordinance shall be their sufficient authority to do so. In addition, the Village Attorney of the Village of Maywood is authorized and directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, as provided by State law.

SECTION 5: A Certificate of the Village President confirming full compliance with the Truth in Taxation Law (35 ILCS 200/18-55 *et seq.*), as amended, is attached hereto and made a part of this Ordinance.

SECTION 6: This Tax Levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code, as amended; provided, however, any tax rate limitation or any other substantive limitations as to tax levies in the Illinois Municipal Code, Revenue Act or other statute in conflict with this Ordinance shall not be applicable to this Ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois. If any provision or portion of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining provisions or portions of this Ordinance.

SECTION 7: This Ordinance shall take effect and be in full force and effect immediately on and after its passage, approval and publication, in the manner provided by law.

PASSED by the President and the Board of Trustees of the Village of Maywood, Cook County, Illinois, this 5th day of December, 2023, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this 5th day of December, 2023.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

Published in pamphlet form by me on December __, 2023.

Tori-Love Garron, Village Clerk

**CERTIFICATION OF COMPLIANCE WITH
THE TRUTH IN TAXATION LAW**

I, Nathaniel George Booker, the duly qualified and Presiding Officer of the Village of Maywood, Cook County, Illinois, certify that the 2023 Tax Levy of said Village attached hereto was adopted in full compliance with the provisions of the Truth In Taxation Law, 35 ILCS 200/18-55 *et seq.*, as amended.

IN WITNESS WHEREOF, I have placed my official signature this 5th day of December, 2023.

Nathaniel George Booker, Village President and
Presiding Officer of the Village of Maywood

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. _____

**AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR
THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2023 TAX LEVY**

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 5th day of December, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 5th day of December, 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 December, 2023.

Tori-Love Garron, Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting County Clerk of the County of Cook, Illinois, and as such official I do further certify that on the ___ day of December, 2023, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE NO. CO-2023-__

**AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS PROVIDING FOR
THE LEVY, ASSESSMENT AND COLLECTION OF TAXES FOR THE YEAR 2023 TAX LEVY**

said Ordinance was duly adopted by the Board of Trustees of the Village of Maywood, Cook County, Illinois, on the __ day of December, 2023, and the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of December, 2023.

County Clerk

(SEAL)

VILLAGE MANAGERS REPORT

OCTOBER 10, 2023

IT SERVICES, COMCAST PHONE, AND INTERNET - UPDATE

As I last reported - Network email migration and Comcast Phone installation is complete. Apart from a few issues at the Fire Department that is mostly correct. Since my last report we have encountered a few phone issues in the Fire Department that require additional attention.

Phone issues within the Fire Department included a need for additional phone lines, new call flow design, new CAT6 wiring, and an upgrade to a 48-port enhanced switch. This work was scheduled for the week of October 2nd. Assuming no additional issues arise, the phone system within the Fire Department will be up and running by October 13th. That includes implementation of a new EPL connection with the IKE 911 center for the Ztron emergency notification system within the Fire Department.

As a reminder, all village emails have been migrated to a “.gov” domain. Old email addresses using the “.org” domain will be maintained and linked to the new email address for the foreseeable future. The next phase of the email migration will include multi factor authentication (MFA) for all users and implementation of an Umbrella policy that limits access to various questionable websites. This work will take place once all systems are up and running without issues.

If you are having trouble accessing your new email, please let me know or contact Marvin directly. Marvin and/or an Impact engineer can assist with getting you set up properly.

AT&T SERVICE DISCONTINUED

As previously reported, the village has moved away from AT&T for all communication needs. All designated phone lines, emergency dispatch numbers, and direct circuits have been transferred to Comcast or disconnected. The village and AT&T have been in dispute over various charges, dating back many years. Final invoices and past due accounts will be turned over to KTJ for resolution with AT&T. The disputed charges are consistent with what other local municipalities have faced during this same time period. This matter will take time to resolve. Staff, along with KTJ, will monitor and work on a resolution.

FIRE FIGHTERS' UNION AGREEMENT - UPDATE

Contract negotiations have been ongoing since October (2022) on a new Fire Fighters agreement. Due to scheduling difficulties, and many contested matters, this process is taking much longer than expected. More recently, the union and village are at an impasse over various matters. As a result, the negotiations have moved to mediation. Additional meetings are scheduled for October (2023). All efforts will be taken to find reasonable compromises to our differences so that a contract can be agreed to. More information to follow.

STRONG COMMUNITIES GRANT 2.0

The village was awarded a new Strong Communities Grant 2.0 in the amount of \$460,000.00. These funds can be used for a variety of activities in our residential neighborhoods from demolition to rehab services. We are waiting for final documents from the state. Once received we'll bring this to the village board for approval and start implementation. In the meantime, grant funds from Strong Communities 1.5 are available for demolition and rehab services 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 is still active and providing services as originally planned. 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 continue to work with the DOJ on reporting and funding/expense matters as required. Resolution of any grant requirements, if any, is expected.

VILLAGE AUDITS – BUDGET AMENDMENT

A presentation of the 2020/2021 audit was presented to the Fiscal Accountability Committee on Tuesday September 18th. Approval of the 2020/2021 audit will be on the village board agenda for October 10th. A link to the full audit will be provided in your packet for full inspection. Additionally, paper copies will be available for inspection at the board meeting and/or available upon request. Financial Director Lanya Satchell will be available to answer any questions that you might have.

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 can prepare for a 2022/2023 audit.

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. The mayor's office has sent correspondence to qualified properties in support of the program. Please share this information with childcare businesses that might need assistance with lead line replacements.

MUNICIPAL CAMPUS PLANNING – RFP EVALUATION

Community Development staff, along with the village manager and assistant village manager will begin the process of evaluating planning/architects for the first phase of planning of a potential new Municipal Campus. Submittals from the RFP process will be evaluated based on established criteria. Once complete, interviews will be set up with finalist companies. Results will be shared with the mayor and village trustees prior to selection of a firm. Currently, DECO grants are available for funding planning services.

ASSISTANT VILLAGE MANAGER SEARCH

Our search for two (2) new assistant village managers was successful. Job offers were extended and two (2) candidates accepted the positions. Our new assistant village managers are – Frank Torres and Collin Mays. Both will be on board and attending the October 10th village board meeting. Introductions will be made.

I am very excited to have Frank and Collin as part of our leadership team. Both bring with them valuable experience, professional skills, and advanced education that will surely help improve our operations and help our village grow and prosper. Each will be given managerial responsibilities consistent with their experience and professional background.

MAYWOOD MINUTE – QUICK TOPICS

- 315 W. Roosevelt – property was acquired by the village on September 25th. Building and Code, along with PW and PD has secured the building and dealt with various former tenant matters.
- Water Operator – A new Responsible Operator in Charge (ROINC) has been selected. Paul Dowd is a licensed water operator with extensive experience in the local area. His official start date was September 28th. Paul is an independent contractor that will assist the village until a permanent replacement is found.
- Village EFaxing – The EFax solution will be implemented by October 13th. Village staff and elected officials will receive information of how to use this new service.
- Service Awards – HR Director James Ellexson is working with the mayor's office on scheduling an employee service awards dinner sometime this fall. Date/time to follow.
- I-290 Corridor Storm Sewer Project – this project is nearing completion. All work should be completed by the end of October. Final landscaping and cleanup will be occurring in the next two weeks.
- PW Projects – projects that have yet to be completed will be addressed this fall. They include the 50/50 sidewalk program, leaf pickup, and the tree trimming and removal service. Normal PW work will continue as usual. If you haven't checked out the public works garage, please do. PW staff did a great job cleaning up and organizing that area.
- Water main breaks – kudos to the PW staff for working tirelessly on repairing broken water mains throughout the village. Great Job!
- Chief Willis Returns – just in case you have forgotten about him, please don't, the Chief is back. After a long one-year military deployment, Chief Willis will be returning to the office full-time starting November 1. Between now and November 1, the Chief will integrate himself back into the full swing duties on a part-time basis. We all look forward to his return. Please Remember to thank Deputy Chief Yancy for doing a super awesome job filling in while the Chief was gone. DC and the entire police department performed magnificently during this last year. Thank you everyone!!!



Village of Maywood Police Department Monthly Report

September 2023

Deputy Chief Yancy

NOTICE: This document is intended for the individual or entity to which it is addressed. This document may contain confidential and/or privileged information. Any unauthorized review, use, printing, saving, copying, disclosure is strictly prohibited.

**Village of Maywood Police Department
Monthly Report
SEPTEMBER 2023**

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To: Village Manager
 From: Theodore Yancy, Deputy Chief of Police
 Date: October 5, 2023

The following shows the **General Activity of Patrol** during the month of **September 2023**

<u>Categories</u>	<u>Platoon A & C</u>	<u>Platoon B & D</u>	<u>Total</u>
Total Calls For Service			1,933
Sick Days Used	1	2	3
General Case Reports	80	62	142
Crash Reports	62	19	81
Tow Reports	32	21	53
Other Reports	30	8	38
Premise Checks	255	465	720
Felony Arrests	2	4	6
Misdemeanor Arrests	10	11	21
DUI	0	1	1
Ordinance Arrests	1	11	12
Juvenile Contacts	0	6	6
Traffic Citations	51	5	56
Parking Citations	73	174	247
Tow Stickers	25	2	27
Warning Citations	1	0	1
Compliance Citations	0	0	0
Ordinance Citations	5	9	14
Alarm Citations	0	0	0
Typed Complaints	0	11	11
Bonds Issued	5	2	7
Homicides	0	0	0
Firearms	0	1	1
Cocaine Seized grams	0	3.2	3.2
Cannabis Seized grams	0	7.0	7.0
Heroin Seized grams	0	4.7	4.7
Other Substance	0	0	0

Maywood Police Investigation Division
Monthly Report
 September 1 - 30, 2023

OFFENSE	TOTAL
Aggravated Battery	3
Aggravated Vehicular Hijacking	0
Burglaries	2
Criminal Sexual Abuse	0
Criminal Sexual Assault	0
Domestic Battery	13
Home Invasion	0
Homicide(s)	1
Missing Person (Adults)	2
Missing Person (Juveniles)	1
Motor Vehicle Theft	12
Robberies	3
Recovered Vehicles	2
Possession of controlled substance	3
Uniform Crime Index Report: Theft	21

DEATH INVESTIGATIONS	
Accidental suffocation of an infant	0
Death Investigation(s)	1
Drug Overdose(s)	3
Suicide(s)	0
Vehicle Fatality	0

**Maywood Police
Patrol and Investigation Division
Monthly Summary
September 1 – 30, 2023**

Patrol Division summary as reported by Lt. Dent:

In the month of September 2023, one (1) sergeant was on injured-on-duty status, one (1) sergeant was on light duty, one (1) sergeant was on duty reassignment, one (1) officer was on injured-on-duty status, and one (1) officer was on extended sick leave. During the month, the patrol division's manpower was scheduled in such a way as to maintain daily staffing levels, which helped minimize risks to public safety.

Significant events or activities:

On September 26, 2023, officers were dispatched to 1300 W. Madison Street for a shoplifting subject. The offender provided officers with a false name and was transported to the police station for identification purposes. It was later discovered that the subject's real name was Emory Ketchens who was an unregistered sex offender. Emory was taken into custody and felony charges were approved for felony failure to register.

On September 28, 2023, at approximately 2031 hours, officers went to speak with 2 subjects about a possible burglary when Tavion Barton fled on foot. Barton was apprehended a short distance away and began resisting officers. A handgun was recovered (which was reported stolen) and felony charges were approved for UUW. The subject was also charged with three (3) counts of resisting the police, and one (1) count of obstruction of identity.

Detective Division summary as reported by Sgt. Pezdek:

Homicide 23-13415- Charles Williams arrested 1st Degree Murder

On Sunday, July 16th, 2023, Tristan Meeks of Maywood was shot and killed in the vicinity of 4th Ave./Main St. On Friday, September 8th, 2023, Charles Williams age 27 of Chicago was taken into custody and charged with First Degree Murder; for his involvement in the shooting death of Tristan Meeks.

TRAFFIC AND ORDINANCE ENFORCEMENT DETAIL

Photo Enforcement Program Red Light Camera			
Violations Reviewed	Violations Approved	Violations Rejected	% Approved
1738	743	995	42.75

Traffic Investigator					
Traffic Stops	Arrest(s)	DUI	Compliance Citation	Speeding Citation	Insurance Citations
1			5	1	1
No Valid License	Warnings	Other Citations	Parking Citations	Tow Stickers Applied	Vehicles Towed
	2	2	33	3	4

Truck Enforcement			
Total Citations Issued	Total Citations Fines	Overweight Citations Issued	Overweight Citations Fines

Loud Music			
Calls	Unfounded	Warning(s)	Citation(s) Issued
12			12

TACTICAL UNIT ASSIGNED TO INVESTIGATIONS

STATS FOR September 2023

Teone Valentine 23-16854 (UUW/PCS/POC)

Arrests: 5 felonies

Guns: 1 (defaced serial #'s with full auto switch)

Cannabis: 62.90 grams

PCS other: 21.5 pills @ 6.10 grams (Xanax)

USC seized: \$314.00

Contact cards: 1

Arthur Weathers 23-17123 (PCS)

Crack/cocaine: 1.0 grams

Contact cards: 1

Devel Johnson 23-17558 (info)

Guns: 1

Christian Dunston 23-17773 (aggravated fleeing)

Contact cards: 1

Steven Perry 23-17827 (traffic offenses) LO citations: 2

Unknown offender TOT to Melrose (Juvenile)

Reports: 23-17900 (UUW/AOA), 23-17882 (10-50)

Arrests: 4 felonies, 4 misdemeanors

Guns: 1

09/25/2023

Reports: 23-18695 (traffic)

Contact cards: 2

District 89 & 209

School Report

September 2023

89 Summary:

No major incidents (SRO on vacation).

Quantity	TASK	STATUS
0	DCFS Contact	
0.0	Drug Recovery	
0	Firearm Recovery	
0	General Case Report	
0	Information Report	
0	Juvenile Cards	
0	Meetings Attended	
0	Missing Person Report	
0	Ordinance Citation	
0	Use of Force Report	
0	Vice Case Report	
0	Village Compliance Citation	

209 Summary:

We started the school year off with a bang. Incoming students have been acclimated to the building. We did inherit several students who need constant redirection from Irving School and Stevenson School. Overall, most of the student body have become accustomed to the rules that we have set forth as it pertains to safety in the building. Notable Events: We had a total of three fights: two fights happened, after school in the second week. Male freshman engaged in the fight were pulled away in a short time, after the incident happened. The third fight took place in a classroom between two freshman girls. Security was not immediately advised of the incident because the teacher thought she could handle it. The security team did enter the class eventually and stopped the fight. All students involved in the fights above were suspended by their perspective principal.

Quantity	TASK	STATUS
0	DCFS Contact	
0.0	Drug Recovery	
0	Firearm Recovery	
0	General Case Report	
0	Information Report	
0	Juvenile Cards	
0	Meetings Attended	
0	Missing Person Report	
0	Ordinance Citation	
0	Use of Force Report	188
0	Vice Case Report	
0	Village Compliance Citation	

TELECOMMUNICATIONS

Sick calls for the month of September 2023: 10

Maywood September 2023

Report Totals

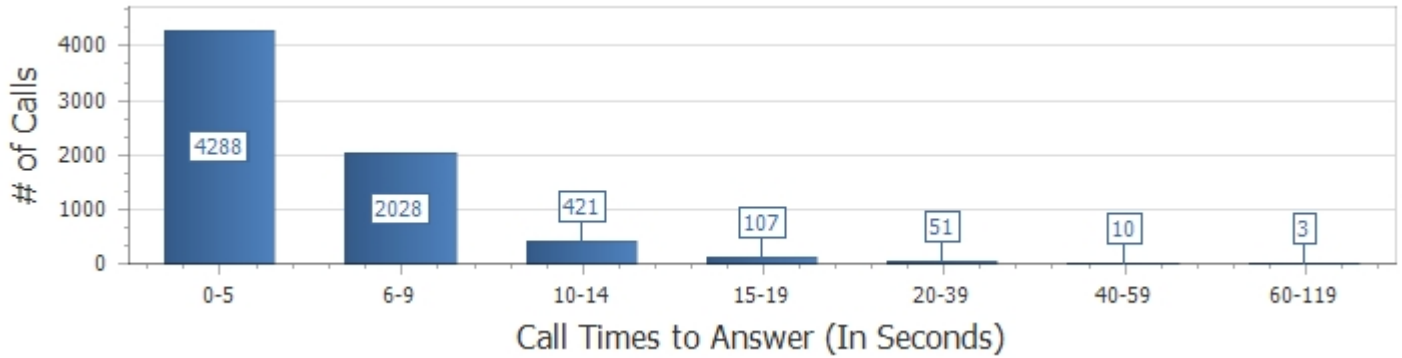
Police Type	Total
Accident-Personal Injury	23
Accident-Property Damage	75
Aggravated Assault	1
Aggravated Battery	3
Aggravated Domestic Battery	1
Alarm/Burglary	87
Animal Bite/Scratch	1
Animal Complaint	24
Animal Stray/Pick Up	14
Armed Robbery	3
Assault Simple	4
Assist Fire Department	97
Assist Motorist	13
Assist Other Police Department	98
Assist Other Police Dept-In State Warrant	2
Assist Other Police Dept-Out of State Warrant	1
Assist Request	335
Battery	3
Burglary	4
Burglary from Motor Vehicle	2
Burglary-Attempt	1
Controlled Substance Act	1
Criminal Damage to Property	21
Criminal Sexual Assault-Attempt	1
Criminal Trespass to Land	1
Criminal Trespass to Residence	1
Death-Suicide/Attempt	4
Department Notation	22
Directed Patrol:Other	2
Directed Patrol:Schools	3
Disorderly Conduct	1
Disturbances	62
Domestic	55
Domestic Battery	10
Endangering Life or Health of a Child	1
Fraud	5
Harassment by Telephone	7
Homicide-First Degree Murder	1
Identity Theft	4
Lost Drivers License	1
Lost License Plate/Sticker	3
Lost Property	8
Miscellaneous	6
Mischief	4

Report Totals

Police Type	Total
Missing/Lost Person	8
Motor Vehicle Theft	11
Motor Vehicle Theft-Attempt	2
Notifications	41
Nuisance	63
Parking	32
Recovered Found Property	6
Registration	17
Retail Theft	2
Runaway	1
Sick/Injury	300
Solicit/Canvass	1
Suspicious Circumstances	103
Suspicious Circumstances 911	19
Suspicious Circumstances W911	44
Suspicious Person	60
Suspicious Vehicle	31
Theft \$300 and Under	4
Theft from Building	2
Theft from Motor Vehicle	6
Theft of Motor Vehicle Parts or Accessories	4
Theft over \$300	1
Traffic	15
Traffic Offenses	75
Vehicle Abandonment	30
Vehicle Recovery	7
Vehicle Repossession	16
Village Ordinance Violation	12
Watches-Extra/All	1
Windows/Doors Open	3
Total	1933



PSAP Call Taker Time



Time Range (Seconds)	# of Calls	%	Total Calls Reported: 6908
0-5	4288	62.07%	
6-9	2028	29.36%	
10-14	421	6.09%	
15-19	107	1.55%	
20-39	51	0.74%	
40-59	10	0.14%	
60-119	3	0.04%	
Total Calls	6908		

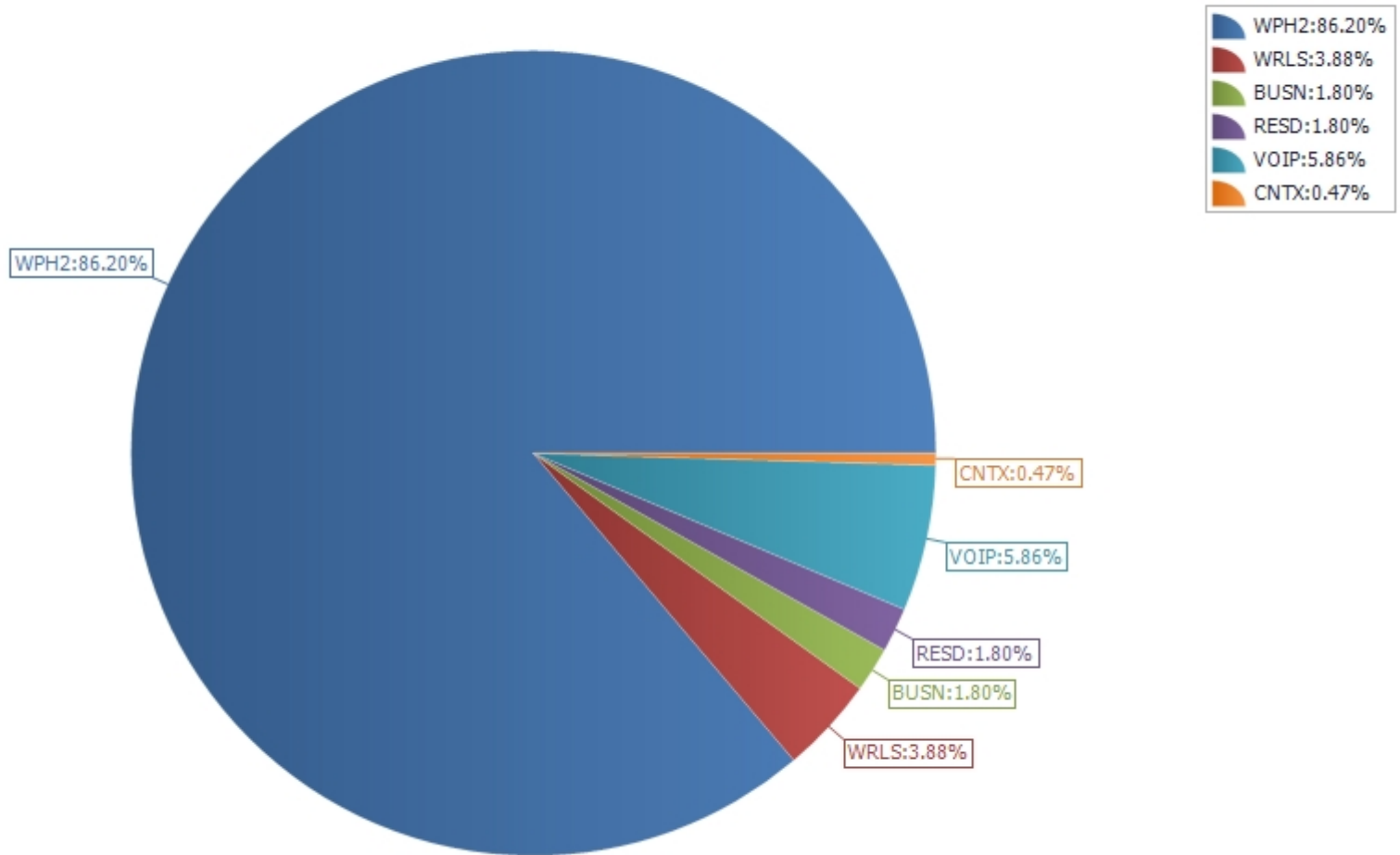


Daily Counts By Class Of Service

	BUSN		CNTX		RESD		VOIP		WPH2		WRLS		Total
	QTY	Avg	QTY	Avg	QTY	Avg	QTY	Avg	QTY	Avg	QTY	Avg	
9/1/2023	1	1.08%		0.00%	2	2.15%	5	5.38%	82	88.17%	3	3.23%	93
9/2/2023		0.00%		0.00%	1	1.09%	5	5.43%	85	92.39%	1	1.09%	92
9/3/2023	2	2.33%		0.00%		0.00%	5	5.81%	73	84.88%	6	6.98%	86
9/4/2023	2	2.20%		0.00%	3	3.30%	1	1.10%	81	89.01%	4	4.40%	91
9/5/2023	4	3.74%		0.00%		0.00%	3	2.80%	100	93.46%		0.00%	107
9/6/2023	1	1.15%		0.00%	2	2.30%	5	5.75%	77	88.51%	2	2.30%	87
9/7/2023	3	3.26%		0.00%	3	3.26%	10	10.87%	70	76.09%	6	6.52%	92
9/8/2023	3	3.33%		0.00%	1	1.11%	8	8.89%	73	81.11%	5	5.56%	90
9/9/2023	1	1.00%		0.00%	4	4.00%	7	7.00%	85	85.00%	3	3.00%	100
9/10/2023	2	2.27%		0.00%	1	1.14%	4	4.55%	75	85.23%	6	6.82%	88
9/11/2023		0.00%	1	1.08%	2	2.15%	9	9.68%	76	81.72%	5	5.38%	93
9/12/2023		0.00%	4	10.26%		0.00%		0.00%	35	89.74%		0.00%	39
Total	19	1.80%	5	0.47%	19	1.80%	62	5.86%	912	86.20%	41	3.88%	1058

193

Class of Service Percentage





VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, ILLINOIS 60153 708-450-6300

September 28, 2023

To: Mayor and Village Board

From: Jim Krischke, Acting Village Manager

Re: Emergency Water Line Repairs – Omnibus Agenda -Ratify

Mayor and Village Board:

Please see the attached invoices from Gino's Heating and Plumping, Inc. These three (3) invoices represent the emergency water main line repairs that were outsourced because of eleven (11) water main line breaks occurring within a five (5) period, September 14 – 18.

As you know (9-19 email correspondence), the village water system sustained eleven (11) water main breaks over a course of a 5-day period. The water main breaks occurred randomly throughout the village and at various times throughout this time period. Repairs took between 6 to 24 hours to repair. All repairs were emergencies, as residents and businesses experienced water loss and/or lack of water pressure.

During this event, eight (8) water main breaks were repaired by Public Works Department staff. Due to safety (OSHA) concerns with village staff, there was a need to use a plumbing contractor to assist the village with the emergency repairs. Therefore three (3) repairs were outsourced to a local plumbing contractor.

These repairs were all emergency in nature and were considered emergency callouts. The repairs resulted in overtime expenses. Staff reviewed the invoices and met with the contractor to discuss, and in some cases, adjust the charges. These charges are in line with similar expenses of emergency repairs from past incidents.

Based on these factors, I would recommend approval of all three (3) emergency repair invoices as presented and attached. Funds are available and will be charged to the appropriate water account line item.

Invoice



Gino's Heating & Plumbing, Inc.

2840 S 12th Ave.
Broadview, IL 60155

Phone # 708-681-2840
Fax # 708-223-8992

Date	Invoice #
9/16/2023	11333

Bill To
Village of Maywood 40 Madison Street Maywood, IL 60153

Description	Amount
EMERGENCY WATER MAIN BREAK REPAIR AT 2125 S. 9TH AVENUE 1. CALLED BY VILLAGE OF MAYWOOD TO RESPONDED TO EMERGENCY WATER MAIN BREAK 2. CALL JULIE TO LOCATE UTILITIES 3. KNOCK DOOR TO DOOR (2000-2100 BLOCKS OF 9TH AVENUE) TO NOTIFY RESIDENTS OF WATER SHUT OFF 4. SAW CUT PAVEMENT AND BREAK WITH HYDRAULIC BREAKER 5. EXCAVATE AREA IN ORDER DETERMINE LOCATION OF WATER MAIN BREAK 6. SHUT OFF WATER MAIN AND PUMP TRENCH 7. EXPOSE SECTION OF BROKEN WATER MAIN PIPE 8. CLEAN AND PREP MAIN FOR REPAIR SLEEVE 9. INSTALL 6" X 30" STAINLESS STEEL REPAIR SLEEVE 10. OPEN FIRE HYDRANTS 11. OPEN INLINE VALVES TO CHARGE MAIN WITH PRESSURE 12. FLOW HYDRANTS UNTIL WATER WAS CLEAR AND SMELLED OF CHORINE 13. TEST FOR LEAKS 14. BACKFILL WITH COMPACTIBLE GRAVEL 15. HAUL AWAY DEBRIS AND CLEAN UP 16. RESTORATION TO BE DETERMINED LATER BY THE VILLAGE OF MAYWOOD DEPARTMENT OF PUBLIC WORKS	
OVERTIME LABOR	7,130.03
	Total



Gino's Heating & Plumbing, Inc.

2840 S 12th Ave.
Broadview, IL 60155

Phone # 708-681-2840
Fax # 708-223-8992

Invoice

Date	Invoice #
9/16/2023	11333

Bill To
Village of Maywood 40 Madison Street Maywood, IL 60153

Description	Amount
SPOIL REMOVAL (1 LOAD)	640.00
GRAVEL (1 LOAD)	640.00
EQUIPMENT : EXCAVATOR, BOBCAT, FRONT-END LOADER, HYDRAULIC BREAKER, AIR COMPRESSOR, GENERATOR, TRENCH PUMP, 2" TRASH PUMP, SAFETY EQUIPMENT, COMPACTOR, STREET SAW, JOB SPECIFIC MATERIALS	3,541.80
DIESEL FUEL	142.00
Total	\$12,093.83



Gino's Heating & Plumbing, Inc.

2840 S 12th Ave.
Broadview, IL 60155

Phone # 708-681-2840
Fax # 708-223-8992

Invoice

Date	Invoice #
9/17/2023	11334

Bill To
Village of Maywood 40 Madison Street Maywood, IL 60153

Description	Amount
<p>EMERGENCY WATER MAIN BREAK REPAIR AT 1115 S. 14TH AVENUE</p> <ol style="list-style-type: none"> 1. CALLED TO RESPOND TO EMERGENCY WATER MAIN BREAK 2. NOTIFY RESIDENTS OF WATER MAIN SHUT OFF DOOR BY DOOR (1000-1100 OF 14TH AVENUE) 3. DRILL HOLES ALONG STREET TO DETERMINE LOCATION OF BREAK 4. BREAK OUT PAVEMENT WITH HYDRAULIC BREAKER 5. DIG IN ORDER TO EXPOSE WATER MAIN BREAK 6. SHUT OFF WATER 7. DIG AROUND PIPE TO DETERMINE SEVERITY OF WATER MAIN BREAK 8. PIPE WAS CRACKED ALONG THE TOP (APPROXIMATELY 30" IN LENGTH) 9. EXTEND TRENCH ON BOTH SIDES IN ORDER TO MAKE ROOM FOR MAIN SECTION REPLACEMENT 10. SAW BROKEN SECTION OF WATER MAIN 11. REMOVE TWO (2) DOMESTIC WATER SERVICE LINES (1115 S. 14TH AVENUE AND 1116 S. 14TH AVENUE) ON BROKEN SECTION OF WATER MAIN 12. REMOVE SECTION OF SEWER SERVING 1115 S. 14TH AVENUE, IN ORDER TO MAKE ROOM FOR NEW SECTION OF WATER MAIN PIPE 13. INSTALL NEW SECTION OF WATER MAIN WITH DUAL RANGE COUPLINGS 14. INSTALL NEW TWO (2) 6" X 12" DUAL TAPPING SLEEVES 	
	Total



Gino's Heating & Plumbing, Inc.

2840 S 12th Ave.
Broadview, IL 60155

Phone # 708-681-2840
Fax # 708-223-8992

Invoice

Date	Invoice #
9/17/2023	11334

Bill To
Village of Maywood 40 Madison Street Maywood, IL 60153

Description	Amount
15. TAP NEW SECTION OF MAIN FOR NEW SERVICE TIE INS 16. INSTALL TWO (2) NEW CORPS, FLARE 45S AND FORD COUPLINGS TO CONNECT TO EXISTING WATER SERVICES 17. OPEN FIRE HYDRANTS 18. TURN ON WATER AND TEST FOR LEAKS 19. FLUSH HYDRANTS UNTIL CLEAN AND SMELLS OF CHLORINE 20. INSTALL NEW SECTION OF 6" PVC AND FITTINGS TO RECONNECT EXISTING SEWER LATERAL 21. BACKFILL WITH COMPACTIBLE GRAVEL AND TEMP IN PLACE 22. HAUL AWAY DEBRIS AND CLEAN UP 23. RESTORATION TO BE DETERMINED BY THE VILLAGE OF MAYWOOD PUBLIC WORKS DEPARTMENT	
DOUBLE TIME LABOR	21,729.60
SPOIL REMOVAL (3 LOADS)	1,920.00
EQUIPMENT :EXCAVATOR, BOBCAT, FRONT-END LOADER, AIR COMPRESSOR, LIGHT TOWER, TRENCH PUMP, 2" TRASH PUMP, 3" TRASH PUMP, COMPACTOR, STREET SAW, SAFETY EQUIPMENT, AND JOB SPECIFIC MATERIALS	4,543.30
DIESEL FUEL	215.00
Total	\$28,407.90



Gino's Heating & Plumbing, Inc.

2840 S 12th Ave.
Broadview, IL 60155

Phone # 708-681-2840
Fax # 708-223-8992

Invoice

Date	Invoice #
9/18/2023	11335

Bill To
Village of Maywood 40 Madison Street Maywood, IL 60153

Description	Amount
EMERGENCY WATER MAIN BREAK REPAIR AT 2125 S. 9TH AVENUE 1. CALLED BY VILLAGE OF MAYWOOD TO RESPONDED TO EMERGENCY WATER MAIN BREAK 2. CALL JULIE TO LOCATE UTILITIES 3. KNOCK DOOR TO DOOR (MADISON TO WILCOX) TO NOTIFY RESIDENTS OF WATER SHUT OFF 4. SAW CUT PAVEMENT AND BREAK WITH HYDRAULIC BREAKER 5. EXCAVATE AREA IN ORDER DETERMINE LOCATION OF WATER MAIN BREAK 6. SHUT OFF WATER MAIN AND PUMP TRENCH 7. EXPOSE SECTION OF BROKEN WATER MAIN PIPE 8. CLEAN AND PREP MAIN FOR REPAIR SLEEVE 9. INSTALL 6" X 30" STAINLESS STEEL REPAIR SLEEVE 10. OPEN FIRE HYDRANTS 11. OPEN INLINE VALVES TO CHARGE MAIN WITH PRESSURE 12. FLOW HYDRANTS UNTIL WATER WAS CLEAR AND SMELLED OF CHORINE 13. TEST FOR LEAKS 14. BACKFILL WITH COMPACTIBLE GRAVEL 15. HAUL AWAY DEBRIS AND CLEAN UP 16. RESTORATION TO BE DETERMINED LATER BY THE VILLAGE OF MAYWOOD DEPARTMENT OF PUBLIC WORKS OVERTIME LABOR	10,185.75
Total	

Invoice



Gino's Heating & Plumbing, Inc.

2840 S 12th Ave.
Broadview, IL 60155

Phone # 708-681-2840
Fax # 708-223-8992

Date	Invoice #
9/18/2023	11335

Bill To
Village of Maywood 40 Madison Street Maywood, IL 60153

Description	Amount
SPOIL REMOVAL (1 LOAD)	640.00
GRAVEL (1 LOAD)	640.00
EQUIPMENT : EXCAVATOR, BOBCAT, FRONT-END LOADER, HYDRAULIC BREAKER, AIR COMPRESSOR, GENERATOR, TRENCH PUMP, 2" TRASH PUMP, SAFETY EQUIPMENT, COMPACTOR, STREET SAW, JOB SPECIFIC MATERIALS	3,864.58
DIESEL FUEL	142.00
Total	\$15,472.33

MEMORANDUM

DATE: September 28, 2023

To: Office of the Village Manager

From: Office of the Fire Chief



Re: Request for Approval for Ceiling Repair at Fire Station No. 1

The attached Memorandum, quotes and pictures are for a request for approval to repair the ceiling in Garage Truck Bays #3 and #4 at Fire Station No. 1 at 700 St. Charles Road. In the event of any questions, your office has my full attention.

MEMORANDUM

DATE: September 28, 2023

To: Office of the Village Manager

From: Office of the Fire Chief



Re: Ceiling Repair at Fire Station No. 1

This Memorandum (and the accompanying documentation) is a request for authorization to have a contractor execute ceiling / drywall repair at Maywood Fire Station (Truck Bays 3 and 4) 700 St. Charles Road. The formal request is because the quotes submitted for repair exceed the amount of \$3,000.00.

THE PROBLEM: In year 2009, the roof over the apparatus floor bay at Station No. 1 was replaced. There were issues with water leaking into the station almost immediately after the roof was installed. When Fire Station No 1 underwent renovation in year 2013, the decision was made to only replace the roofs on the administrative side and the living quarters side of the building. The decision was made at that time not to include the roof over the apparatus floor being replaced. After several efforts to fix the problems with the roof failed, the decision was made to use another company for repairs rather than go back to the company that installed the roof. This also went on for several years until there was a consensus amongst the command staff that the roof needed to be replaced. Finally in the summer of 2022, the old roof was ripped off and the apparatus floor section received a new metal decking style roof (which is under lifetime warranty). This particular action was known as phase I of the roof / ceiling project. The second phase is currently where the situation stands. Due to water leaks from the performance of the prior roof construction, the drywall (and possibly insulation inside the drywall) aged with wear and tear much quicker than had the area not sustained the degree of water from roof leaks. In July (2023), due to the wear, the

drywall in a couple of sections began to separate from the ceiling. As a result, pieces of the ceiling fell to the ground. Fortunately, there was no one in the vicinity of the area when the section of the ceiling fell.

SOLUTION

The areas of the ceiling affected need to be replaced. Five contractors have stopped by to view the ceiling; and of that number, two contractors have submitted quotes to do the necessary repairs (there is a chance that one quote could still be submitted by one of the contractors). Of the two quotes currently on file, the recommendation from the office (of the Fire Chief) is for the repair work to be completed by Lino's Remodeling (of Chicago, Illinois) for the quote of \$12,000.00. This will include the insulation replacement, drywall replacement, taped and painting of the area(s) to be replaced. Lino's guarantees their work and they completed a similar project in the past.

Again, the objective is to repair the area of the ceiling damaged by the conditions of the prior roof. The intervention of this objective will help in preventing the possibility of further damage to the ceiling.

Thank you for Consideration in advance.

Lino's Remodeling Inc.

5708 S. Wood St. Chicago, IL 60636
355-1820



ESTIMATE

Date: 9/7/2023

BILL TO

Maywood Fire Department Station
7th Ave & St. Charles

ITEM DESCRIPTION	AMOUNT
------------------	--------

The ceiling has an area of approximately 800 square feet about to fall, we need to remove the drywall. We will need around 50 sheets of new drywall to cover the area, it must be double drywall sheets to reinforce the ceiling. Needs to be tapping, sanding and painting.

The insulation is damaged and needs to be replaced.

Debris removal and dumping

Paint the areas with matching existing color.

Total Cost (Including Materials)	\$12,000.00
----------------------------------	-------------

Drywall

Insulation

We will need a deposit of the half of the total cost and the rest of the payment will be due at the end of the job.

Total Cost (including materials)	\$12,000.00
----------------------------------	-------------

Deposit

Balance Due

Make all checks payable to Company Name

If you have any questions concerning this invoice, use the following contact information:

Lino (773) 355-1820

THANK YOU FOR YOUR BUSINESS!

St. Charles
Ocampos22467@gmail.com
Oscar campos 2248052659

Date 8/23/23
 Costumer name Maywood Fire Dept
 Insurance N/A
 Address 700 St. Charles Rd
 Maywood

Description	Phone number	QTY		Total
Remove drywall		1792 sf	\$2.00sf	\$3584+
Remove insolation		1792 sf	\$1.25sf	\$2240+
Bags disposal		100each	\$1.25 each	\$125+
Plastic contentment		2200 sf	\$1.00sf	\$2200+
Spray anti microbio		1792sf	\$0.50sf	\$896+
Install drywall		1792sf	\$3.00	\$5336
Instal insulation		1792sf	1.75sf	\$3136
Drywall taiping and sanded				
Primer and painting		1792 sf	\$3.00sf	\$5336
Workers		4	1 week 4 people	\$12800
Lifts rentals		2	2 unets	\$2500



FORT ENG LLC

1020 S 8TH AVE, LA GRANGE, 60525

QUOTE #09/28/23

Project description:

Drywall installation: Removing old drywall (2x5/8 sheets) and insulation in damaged sections on the ceiling. Installing new insulation (R-30) and drywall sheets (2x5/8). Mudding and taping drywall, sanding to ultra-smooth finish. Painting ceiling sections. Junk disposal and cleaning.

All materials are included in the price.

700 Saint Charles Rd, Maywood IL 60153

09/28/23



#	DESCRIPTION	QUANTITY	AMOUNT
1.	Section I	1	23,800\$
2.	Section II	1	23,800\$
3.	Section III	1	21,200\$
TOTAL:			68,800\$

PAYMENT TERMS: 20% Payment in Advance, 80% Payment within 3 days after invoice

IGOR PUSKAS
FORT ENG LLC

Fwd: Ceiling Repair Needed at Fire Station No. 1

Craig Bronaugh <cbronaugh@maywood-il.gov>

Wed 9/27/2023 11:12 AM

To: Tanya Logan <tlogan@maywood-il.gov>

Can you please print out these pics?

Get [Outlook for iOS](#)

From: Craig Bronaugh <bruno615@aol.com>
Sent: Wednesday, September 27, 2023 10:48:31 AM
To: Craig Bronaugh <cbronaugh@maywood-il.gov>
Subject: Ceiling Repair Needed at Fire Station No. 1










Craig





MEMORANDUM

DATE: September 27, 2023 Office
To: of the Village Manager
From: Office of the Fire Chief 
RE: Request for New Ambulance Acquisition

Please find attached documentation pertaining to the request for approval to acquire through purchase a New Ambulance for the Fire Department. This request was presented to the Community Policing and Public Safety Committee Meeting on Thursday August 24, 2023. Of the quotes submitted, it is the recommendation of this office (Office of the Fire Chief) that if given approval, the Village would move to purchase for acquisition the 2022 Wheel Coach Type III 153" X 72" with a 2022 Ford E 350 Chassis Ambulance. If there are any questions, your Office has my full attention.

Village of



MAYWOOD

FIRE DEPARTMENT

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

FIRE CHIEF - CRAIG BRONAUGH, JR.

MEMORANDUM

Date: August 18, 2023

To: Community Policing and Public Safety Committee

From: Office of the Fire Chief *CAB*

Re: Request to Purchase a New Ambulance for the Fire Department

REQUEST: Please allow this Memorandum (and its attachments) to serve as a formal request to acquire through purchase a New Ambulance for the Fire Department. The purpose would be for this vehicle to become a part of the Fire Department's fleet; replacing the oldest Ambulance; which is currently a year 2013 vehicle.

THE PROBLEM: The Maywood Fire Department (the Ambulances along with the Rescue Squad, Fire Engines and the department's Utility Vehicles) respond to over five thousand Emergency Medical and Rescue Calls annually. The responses could be at any time of day, any day of the week regardless of the weather, whether it's a holiday or otherwise. The nature of these calls that Maywood Fire First Responders involve anywhere from general weakness to a Medical Emergency, an fall, someone needing to be helped back into bed all the way to a person suffering an unfortunate situation of severe trauma.

Back in the spring in calendar year 2013, the Maywood Fire Department's Ambulance Fleet had become depleted. All three Ambulances were broke; and as a result, an Ambulance was borrowed from a neighboring community so that the Fire Department could respond to Emergency Medical Calls to serve Maywood Village Residents.

THE SOLUTION: In the effort to see that this situation happened as little as possible, or even never again. Changes were made to the Fire Department's Fleet Management Program. This included educating all vehicle operations on how to properly execute and document daily morning vehicle checks, implementing periodical preventive maintenance checks and keeping a record of when vehicles went to the shop for these periodical preventive maintenance visits as well as repairs when necessary. One significant measure that the Fire Department started doing was put the vehicles on a rotating schedule of using and transitioning the vehicle out of the Fire Department's Fleet after a certain number of years (depending on the type of vehicle and it's purpose). The Fire Department's Maintenance Supervisor (Captain Scott) determined that the oldest Ambulance in the Fleet would be transitioned/rotated out decommissioned every five years. In the effort to stick with this plan, this is the time that the Fire Department needs to acquire through purchase a new Ambulance. The cost of a new ambulance is in the current Fiscal Budget (Capital Line Item# 01-41-87000). Included with this Memorandum are three Ambulance Quotes;

1. 2022 E350 Engine Wheeled Coach Unit (preferred because the Fire Department has an extensive and reliable history of several units from this manufacturer) \$239,224.00 ready for delivery.
2. 2023 E450 Engine Road Rescue Unit (Available, however slightly higher in price) \$286,779.00 ready for delivery.
3. 2023 McCoy Miller Refurbished Unit (Third in choice) for \$191,550.00 Again, the first unit (because of the history of reliability with the company going back over twenty years) is the preferred vendor.

Additionally, with respect to pricing, additional procurement will also take place through the Fire Department using the Houston Galveston Area Council Buy Program.

If this request is totally approved, the Fire Department will use a government program (govdeals.com used in the past to auction off former vehicles owned by the Village/Fire Department) to sell the oldest ambulance; in hopes to capture any residual value on the vehicle.

Thank you in advance for consideration.

**CC: Fire Department Fleet Maintenance
Community Policing and Public Safety Committee Members
File**

EVA+ EMERGENCY VEHICLES PLUS

8/14/23

Dear Craig and Lighton,

It was great talking to you on Friday. Thank you for taking the time to discuss ambulances with me. As we discussed, we have several options available. We are pleased and blessed to have these units for your consideration. We take great pride in our work as well as our company. We sell high end motor coaches, school buses, transit buses, fire trucks, ambulances, and remounts. We are a family-owned company and have been since 1970. We offer full sales and service, parts, and technical support.

Here are the trucks we discussed and the supporting info on them;

2023 Ford E450 Road Rescue Ultamedic Type III, 170" x 72" headroom, the work order and drawings are attached.....\$286,779.00

2022 Ford E350 Wheeled Coach Type III 153" x 72" headroom, work order and drawings attached.....\$239,224.00

2023 Ford E450 McCoy-Miller Type III Remont 170" x 72" headroom, pictures to follow, just completed.....\$191,550.00

These units are all on the ground at our Holland MI facility. They are offered on a first come/first served basis.

They are priced as they sit. No Stryker equipment and no paint stripes/graphics are included.

Terms, 10% deposit with order, balance C.O.D. upon acceptance at delivery.

Since this is an out-of-state sale, delivery has to be made at our Holland MI facility.

Please let me know if you have any further questions or concerns. Thank you for the opportunity to earn your business, gentlemen.

Sincerely,

Scott A. Schalow, Ambulance Sales Manager, Emergency Vehicles Plus, Holland MI



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- Video Walk-Arounds
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- Vehicle Remount
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Parts & Service

REQUEST FORM

Units in Production

VIEW TRUCKS

Featured Stock Vehicle



New Viper 109' Aerial

2022 Wheeled Coach

Multiple Trucks Available — Immediate Delivery



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Michigan ambulance workers still in short supply despite state grants | Bridge Michigan





Michigan ambulance workers still in short supply despite state grants | Bridge Michigan

www.bridgemi.com

It's a high-stress job with middling pay. With other jobs aplenty, ambulance services are struggling to find, train and hire paramedics and EMTs, with the gap expected to grow this decade.

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Service & Parts

Our "On The Road" service and parts vehicles can handle many repairs on-site at your department. Our technicians are fully trained and EVT/ASE certified with many years of experience.

Recent Deliveries

St Clair Fire Authority

Waterford Fire Department



Hazel Park Fire Department

Monticello Fire Department

City of Rushville

Contact EV+

670 East 16th Street
Holland, MI 49423
Toll Free: (800) 320-9749

Connect with EV+ on  or 

Hours:
M-F 7:00am – 5:00pm



QUOTATION

Wheeled Coach
Abel Del Rio
625026,28,31,34,38,44,46

Wheeled Coach
3153 Stock
7 Units
LR

Rev. Date: 04/06/2022
Quote No: Rev02-0001
Job/Order No: 625026-625046
04/06/2022 09:08:18

WO#: 625026-625046

PART NO	S	DESCRIPTION	QTY	ID	REF. NO
		== WC-Wheeled Coach Boilerplate - 1.024 03/11/22 ==	1	REV	
		ORDER COORDINATOR	1	REV	BID INFORMATION
00-00-0018		Order Coordinator - Luis Rodriguez-Feliciano (X376)	1	REV	BID INFORMATION
		INFORMATION	1	REV	
		625026, 625028, 625031, 625034, 625038, 625044, 625046			
00-01-4117		Manufacturer Certified ISO 9001	1	REV	BID INFORMATION
		WARRANTY	1	REV	
00-02-8710		WC, Warranty, Conversion, 12 Month	1	REV	0589998-14
00-02-8720		WC, Warranty, Paint, 60 month Prorated, Standard	1	REV	0599997-14
00-02-8730		WC, Warranty, Structural, 20 Years, Std., Mods	1	REV	0589996-18
00-02-8740		WC, Warranty, Limited Electrical	1	REV	0589993-14
00-02-8750		WC, Warranty, Cabinet Construction	1	REV	ZZ100701-14
		== WC-Type 3 153" Module - 1.024 03/11/22 ==	1	REV	
		CERTIFICATIONS REQUIRED	1	REV	
00-05-0050		This unit built in accordance with KKK-A-1822-F in effect on the date of order with exceptions as noted herein.	1	REV	
00-05-0100		MD, This unit built in accordance with KKK-A-1822-F CN 10 Cabinet Requirements This unit as specified meets all requirements of KKK-A1822-F Change notice 10. All cabinets shall be labeled as to their capacity Rating.	1	REV	
		01- CHASSIS REQUIREMENTS	1	REV	
		FORD CHASSIS	1	REV	
01-01-2015	S	WC, 2022 Ford E350, 7.3L, Gasoline, Cutaway, 138"WB 2022-1 Auto throttle OEM Ford (1) OEM Alternator Includes 2nd battery(purchased) Cab Headliner Vinyl W/ Ford CO-Pilot 360	1	REV	10797888
01-02-0100		Domestic Chassis	1	REV	
		SUSPENSION	1	REV	
01-07-3001		Rear Suspension, OEM Springs	1	REV	
		HIGH IDLE	1	REV	
01-13-1675		High Idle Controls, OEM	1	REV	9980003
		FRONT END ALIGNMENT	1	REV	
01-17-7501		Front End Alignment, None- QC Check -Standard	1	REV	
		OUTSIDE REAR VIEW MIRRORS	1	REV	
01-20-0105		Mirrors, Sail Mount, OEM Mirrors	1	REV	
		WHEEL COVERS	1	REV	

PART NO	S	DESCRIPTION	QTY	ID	REF. NO
01-24-2105		MD, Wheel Covers, Phoenix #NF12, Installed, E-Series, with Air Max Valve Extenders, std	1	REV	X5-10-3201
		BASE CONVERSION	1	REV	
01-45-0325		WC, Conversion, Type III, 153 Module, Ford 22-1	1	REV	10819182
		CAB EXTENSION	1	REV	
02-01-2013		MD, 6" Cab Extension	1	REV	35-10-0222
		MODULE BODIES:	1	REV	
02-01-2122		MD, Interior Headroom, 72 Inches	1	REV	35-10-0971
02-01-3113		WC, Module, Type 3, 153" Body Length, Duraseam Doors, Cutaway 153" L x 95" W	1	REV	
02-01-3152		MD, Body Width 95" Standard	1	REV	
02-01-9565		MD, Aisle Space, 50", Type 3 (49-50" actual)	1	REV	35-10-0066
		STRUCTURAL FRAMING - RFP	1	REV	
03-01-1505		MD, Type 3, General Body Construction Spec	1	REV	35-05-0122
03-01-1507		MD, Type 3, Vehicle Body Structure Spec	1	REV	35-05-0123
		EXTERIOR MODULE CONSTRUCTION	1	REV	
03-03-1042		MD, Stone Guard, Front, Diamond Plate, Type 3, Standard Height	1	REV	4U-11-2040
		FUEL FILLS & SPLASH PLATE	1	REV	
03-03-8033		MD, Housing Fuel Fill, Cast Aluminum, Type III	1	REV	1000774
		REAR KICKPLATE	1	REV	
03-03-9066		WC, Rear Kick plate, Under-Ride Bumper, w/ Tag recess, No lights	1	REV	10524083
		SUB-FLOOR SYSTEM	1	REV	
03-04-0165		MD, Flooring, 3/4" Marine Grade Plywood, Type 3/7/9	1	REV	RZ-99-0025
		MODULE ENTRANCE	1	REV	
03-05-0200		MD, Module Access, CS Door standard location	1	REV	
		MODULE DOORS, HANDLES & HOLD OPENS	1	REV	
03-06-0115		WC, Duraseam Hinged Doors with Hidden Jambs - Magnetic door switches, Standard	1	REV	37-00-0710
03-06-0713		MD, Hold Open Rear Entry Doors, (2) 5.5" Cast Grabber - Installed so doors will open as wide as possible - Mount at Bottom of doors.	1	REV	40-10-1611
03-06-0817		MD, Hold Open - Gas Strut, Curb Side Entry Door, 35# New Code Per ECN 1823	1	REV	40-10-7750
03-06-1028		WC, Patient Entry Door Handles, Trimark Chrome Pull Handle W/ "SafePass" With Round Push button Emergency release top and bottom of interior door panels.	1	REV	3U-30-8010
03-06-1047		WC, Rear Entry Door Trailing Latch, Side release Paddle	1	REV	3U-40-0514
03-06-4201		MD, Electrical Feed to Required Doors, Spring Protector (per Door)	8	REV	10158002
		POWER DOOR LOCKS	1	REV	
03-06-6120		WC, Power Door Lock, Trimark, Each Entry Door Module entry doors.	2	REV	3U-60-1390
03-06-6121		WC, Power Door Lock, Trimark, Each Compartment Door All module compartments(except battery comp) .	6	REV	3U-60-1400

PART NO	S	DESCRIPTION	QTY	ID	REF. NO
03-06-6130		MD, Switch, Momentary Rocker, Activate Power Door Locks (1) Installed on C/S wall at head of S/B. (2) 2nd located on right rear door	2	REV	1819981
03-06-6134		MD, Switch, Remote Stealth, Cab/Mod Doors In grille on passenger's side.	1	REV	1800026
03-06-6137		MD, Relay Control Circuit, Power Door Locks	1	REV	1800027
03-06-6140		MD, Circuit, OEM Door Lock to activate Mod Doors	1	REV	1809918
		ENTRY DOOR INNER PANELS	1	REV	
03-06-7335		WC, Entry Door Panels, Durasafe, S/S,w/ Chevrons & Red Reflective LOGO - Durasafe Design - Aluminum Center Panels covered: white/red reflective tape - Logo to be cut in the lower entry door panel with a RED reflective 3M material (to match the chevron on the lock box) attached to an aluminum panel behind the logo.	1	REV	10771191
		SIDE DOOR STEP	1	REV	
03-08-2111		MD, Side Entry Step Well, Type III, Aluminum Diamond Plate	1	REV	14600100C
03-08-3056		MD, Light, Side Entry Step well, LED, Whelen #TOCACCCR, 2"	1	REV	JP-10-7015
		WINDOWS	1	REV	
03-09-4109		MD, Window, Upper, CS/Slider, Rr/Fixed, Privacy Tint, PAN	1	REV	3P-10-5201
		MODULE TO CHASSIS MOUNTING SYSTEM	1	REV	
03-10-1211		MD, Module to chassis mounting system, Type III	1	REV	
		REAR BUMPER AND REAR STEP CONSTRUCTION	1	REV	
03-12-2505		MD, Rear Bumper w/ Skids & Flip Up, F3, w/LED DOT lights w/ Gator Grip on flip up step.	1	REV	4F-10-9001
03-12-2550		MD, Coating, Polyurethane, Rear Bumper Supports Black	1	REV	3F-70-0525
		INSULATION	1	REV	
03-13-3006		MD, Insulation, Walls and Ceiling, R11 Fiberglass Batt	1	REV	1000413
		RUB RAIL AND FENDER RINGS	1	REV	
03-15-6650		WC, Rub Rails, Skirt Line, Extruded "C" channel (E-one Style)	1	REV	10422089
03-15-6720		WC, Tape, Reflective, White, For Extruded Skirt rails	1	REV	4U-10-9500
03-15-8356		MD, Fender Flare, Bright Finish	1	REV	4A-10-3001
		SPLASH GUARDS AND RUNNING BOARDS	1	REV	
03-16-1721		WC, Mud Flaps, Rear, w/ Wheeled Coach Logo	1	REV	5A-10-1001
03-16-3619		MD, Running Boards, F3, w/Gator Grip	1	REV	4K-10-4001
		DRIP RAILS	1	REV	
03-17-1020		MD, Drip Rail Trim Moldings Over Door Openings	1	REV	12050100C
		CAB TO MODULE ACCESS	1	REV	
		CAB TO PATIENT AREA ACCESS	1	REV	
03-19-2327		MD, Bulkhead Cabinet, Type III Ford, 6" Cab Extension	1	REV	TF-51-9030
03-19-2365		MD, Door, Sliding, Bulkhead, w/Sliding Window with sliding Lexan window	1	REV	2100178
		LICENSE PLATE HOLDER	1	REV	
03-20-4053		WC, License Plate Holder, Cast LP0002-1 for Under ride Bumper	1	REV	10155382

PART NO	S	DESCRIPTION	QTY	ID	REF. NO
		In rear kick plate, centered License holder comes with (2) LED lights.			
04-01-0502		EXTERIOR COMPARTMENT CONSTRUCTION MD, Exterior Compartment, Std, Floor 2.5" Drop Down from Door Opening, Each compartments #2, #4, #6 and #6.5 are STD drop down floor	1 4	REV REV	37-00-0500
04-01-0504		MD, Exterior Compartment, Sweepout, Each - Compartments #1 and #8 are standard sweep out	2	REV	37-00-0600
04-01-3017		MD, Door Sill Protector, Stainless, All Compts Door Sill Protection - Install Stainless Steel sill protector on lower edge of all door frames to prevent paint damage	1	REV	1100411
04-01-5106		MD, Polyurethane Coating per compartment light gray	6	REV	3F-70-0520
04-01-5110		MD, Exterior Battery Compartment, Polyurethane Finish	1	REV	37-00-0470
04-02-0510		EXTERIOR COMPARTMENT DOORS WC, Compartment Handle, Trimark, Oval Pull Handle, Chrome	1 7	REV REV	3U-40-0512
04-02-7751		COMPARTMENT DOOR HOLD OPEN MD, Hold Open, Gas Strut, Ext Compt, 60lb for comp. #4 hold open	1 1	REV REV	1100514
04-02-7753		MD, Hold Open Gas Strut, Ext Compt, 30lb Compartments 1, 2, 6, 6.5	4	REV	1100512
04-02-7757		MD, Hold Open, Gas Strut, RF Compt, 30lb	1	REV	1100516
04-03-1483		COMPARTMENT LIGHTING MD, Compartment Light, LED, Whelen #TOCACCCR, 2in, Each Compartment 1 - access panel on wall 1 2 - Wall #1 below electrical shelf if optioned 4 - Wall #3 in access panel 6 - Ceiling centered 6.5 - Wall #3 8 - Wall #3 in access panel and the O2 light in comp 1	1 1 7	REV REV REV	JR-50-2950
04-06-0450		COMPARTMENT #1 - STREETSIDE FWD MD, Compartment #1, 3/4 High (On type III - Includes recess for stair chair storage)	1 1	REV REV	37-F0-0101
04-07-2144		COMPARTMENT #2 - STREETSIDE FWD WHEELWELL WC, Compartment #2, 50" Aisle, Standard Configuration	1	REV	39-E0-0105
04-07-2630		MD, Compartment #2, Shelf, Fixed, Electrical storage, w/ Divider Area to right of divider will be used for bio-waste in A/A if selected. If no bio-waste, area to be left open for additional customer storage.	1	REV	1101620

PART NO	S	DESCRIPTION	QTY	ID	REF. NO
04-07-9200		Add Dogleg in Comp #2 for Recessed Suction in Face of A/A	1	REV	9980003
04-08-2100		MD, Compartment #3, NONE	1	REV	
		COMPARTMENT #4 - STREETSIDE AFT	1	REV	
04-09-3245		MD, Compartment #4, 3/4 Height.	1	REV	
04-09-4550		MD, Compartment #4, Shelf, Adjustable, w/Aluminum Track, First Shelf	1	REV	1101604
		COMPARTMENT #6 - CURBSIDE AFT	1	REV	
04-11-1097		MD, Compartment #6, Full Height	1	REV	37-B2-0101
04-11-2090		MD, Compartment #6, First Divider, Vertical, 3/16" Thick, Recessed Adj Track centered.	1	REV	3F-10-1101
04-11-4652		MD, Compartment #6, Equipment Strap, Seat Belt Style, Each Nylon web strap w/ seat belt buckle and two (2) footman loops	1	REV	90100210C
		COMPARTMENT #6.5 - CURBSIDE AFT WHEELWELL	1	REV	
04-12-0130		WC, Compartment #6.5, Below Squad Bench Floor Level	1	REV	37-B1-0050
		COMPARTMENT #8 - CURBSIDE UPPER FORWARD	1	REV	
04-14-2150		MD, Compartment #8/8.5, Split doors, Type 3	1	REV	37-A0-0251
04-14-8010		MD, Compartment #8, Shelf, Adjustable, RF Cabt, First shelf w/Aluminum Track (1) RF Comp "8"/cabinet "U8" area, centered.	1	REV	1101600
04-14-8015		MD, Compartment #8, Shelf, Adjustable, Additional, for Aluminum Track, Each RF Comp "8"/cabinet "L8" area, centered.	1	REV	1101601
		INTERIOR TRIM AND FEATURES	1	REV	
05-01-0105		MD, Interior Cabinets, Duralite Construction, Wood, CN10 compliant All cabinets shall be labeled with their Rated Weight Capacity.	1	REV	35-05-2000
		INTERIOR ADJUSTABLE SHELVES	1	REV	
05-02-0050		MD, Shelf, Interior, Wood , (1) adjustable, In Cabinet U2, U3.5, L3.5, U4	4	REV	2101503
05-02-0054		MD, Shelf Track, Cabinet, #HA24663, CN 10 Upgrade U2, U3.5, L3.5, U4 ("C" channel/exterior shelf style track)	4	REV	VU-14-4001
		HEADLINER	1	REV	
05-06-2850		WC, Headliner, Flat, PVC, Hinged trough cover, Std	1	REV	10495237
		FLOORING	1	REV	
05-07-0120		MD, Flooring, Lon Seal "Lonplate II " With approximately 3" roll up both street side and curbside.	1	REV	
05-07-0121		MD, Color, Gunpowder Gray #424TX	1	REV	T0-11-8201
05-07-9897		MD, Floor, Thresholds, .063 Aluminum , Painted w/Black Poly-urea coating	1	REV	10864419
		Entry Door Grab Handles	1	REV	
05-10-1529		MD, Entry Door Grab Handles (3), Custom "L" Shape, 1", Yellow	1	REV	N0-10-9703

PART NO	S	DESCRIPTION	QTY	ID	REF. NO
		- Yellow Powder Coat Finish Stainless Steel Grab Handles			
05-10-1933		Celling Grab Rail - Center MD, Celling Grab Rail, Overhead, 84", 1" Diameter Handicap Style, Yellow Yellow Powder Coat Finish	1 1	REV REV	10859372
05-11-0018		IV FLUID HANGERS MD, IV Hook, Austin, Recessed Dual IV Holder, Each Standard CS and SS locations	1 2	REV REV	10844807
05-13-3087		ACTION WALL AREA #2 WC, Cabinet, A/A, 50" Aisle, No Bio waste, w/Recessed Suction, Rounded Corners Recessed suction in aisle facing cabinet face under action area tray.	1 1	REV REV	10495292
05-13-4324		MD, Tray, A/A, 50" Aisle, No Bio waste, Poured, Black	1	REV	10522604
05-13-4408		MD, AA Upper Cabinets, U2.5 Angled Area, U2, 3/4 H Comp #1	1	REV	VI-L0-0201
05-13-4510		CABINET DOORS MD, Door, U2 Gray Poly carbonate Slider, CN 10 Compliant	1	REV	10411109
05-13-4522		MD, Door, U2.5, Hinged Wood Hinged on Right.	1	REV	2100080
05-14-1532		Interior Streetside #3 - CPR Seat MD, CPR side seat, Fixed Backrest	1	REV	VH-Q0-0101
05-14-1534		MD, CPR, Lid, Hinged Flip Up With Trimark Latch	1	REV	VH-Q0-0301
05-14-1547		MD, Cabinet U3.5	1	REV	VI-K1-0100
05-14-1559		MD, Cabinet U3, w/ CPR seat (ONLY Available in 72" HR) Note: TO meet 43" minimum KKK requirement for space between cushion on Side seat and bottom of splint cabinet.	1	REV	VI-K2-0100
05-14-1577		MD, Cabinet C3.5, deleted For Telemetry Area	1	REV	VH-M0-0300
05-14-1587		MD, Cabinet L3.5, full height, std	1	REV	VH-O0-0100
05-14-4417		MD, "U" Barrier Bar, Padded, 1.5" SS, CPR Seat, Black Mounted at the front of the CPR side seat vertically in line with the Padded head cushion on the upper AA cabinets.	1	REV	10567200
05-14-4554		MD, Telemetry Tray, Poured, Black	1	REV	10522309
05-14-4592		CABINET DOORS MD, Doors, U3.5 Gray Poly carbonate Slider, CN 10 Compliant	1 1	REV REV	10411109
05-14-4614		MD, Door, U3 Gray Lexan Flap Glass, CN 10 Compliant Friction Hinge hold opens	1	REV	10168564
		Must use M1 latch on each door for CN 10 certification			
05-14-4650		MD, Doors, L3.5, Gray Poly carbonate Slider, CN 10 Compliant	1	REV	10411109
05-15-5050		STREETSIDE REAR AREA #4 MD, Cabinet U4	1	REV	VI-J0-0100
05-15-5112		MD, Cabinet C4, Inside/Outside Access	1	REV	VH-H0-0300
05-15-5118		MD, Cabinet L4, Deleted	1	REV	VH-I0-0400

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: October 4, 2023
RE: Close Out of Chicago Title Insurance Company Escrow Number 2 (Escrow Account Number 201454330)
Reimbursement of the Village Corporate General Fund for Payment to Illinois Department of Transportation ("IDOT") (\$353,024.47) to Satisfy Village Matching Grant Funding Obligation to IDOT Regarding Train Station Project

Per the direction of Acting Village Manager James Krischke, I have enclosed the following documents for your review, consideration and action at an upcoming Combined Committee of the Whole / Special Village Board Meeting:

1. ORDINANCE AUTHORIZING THE WITHDRAWAL OF ALL FUNDS FROM AND CLOSE OUT OF CHICAGO TITLE INSURANCE COMPANY ESCROW NUMBER 2 (ESCROW ACCOUNT NUMBER 201454330) FOR THE EXPENDITURE OF ST. CHARLES ROAD TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUNDS FOR VARIOUS ELIGIBLE TIF IMPROVEMENT PROJECTS APPROVED UNDER ORDINANCE NO. CO-2013-47, INCLUDING PAYMENT OF ILLINOIS DEPARTMENT OF TRANSPORTATION INVOICE NO. 125405 IN THE AMOUNT OF \$353,024.47, FOR THE VILLAGE'S SHARE TO COMPLETE THE MAYWOOD TRAIN STATION PROJECT, AND APPROVING THE CLOSE OUT OF THE ST. CHARLES ROAD TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND AND DECLARING THAT NO SURPLUS FUNDS ARE AVAILABLE FOR TRANSFER TO THE COOK COUNTY TREASURER FOR REDISTRIBUTION AMONG THE TAXING BODIES (ESCROW NUMBER 2 FOR VILLAGE TRAIN STATION PROJECT)
2. Chicago Title Insurance Company's Office Escrow Ledger Card dated October 4, 2023 for Escrow Number 2 (Escrow Account Number 201454330), which is attached to the Ordinance as Exhibit "A".
3. IDOT Invoice No. 125405 dated February 1, 2023 regarding the Village's matching fund payment obligation in the amount of \$353,024.47 is attached as Exhibit "B".
4. Request for Reimbursement / Progress Payments for Eligible Expenses and Costs from Escrowed St. Charles TIF District Funds for Projects and Expenses Approved Under Ordinance Nos. CO-2013-47 and CO-2014-47 (Escrow No. 2 – Train Station Project), which is attached to the Ordinance as Exhibit "C"

The approval of the enclosed Ordinance does the following:

- Secures the release to the Village of current balance of funds in Chicago Title Insurance Company Escrow Number 2 (Escrow Account Number 201454330) in the amount of \$352,635.63 plus accrued interest.
- Closes out Escrow Number 2 (Escrow Account Number 201454330).
- Closes out the St. Charles Road Tax Increment Financing Redevelopment Project Area Fund.
- Allows the Village to reimburse itself (the Corporate General Fund) for the payment made to Illinois Department of Transportation (“IDOT”) in the amount of \$353,024.47, which closed out the Village’s obligations to IDOT regarding its grant funding obligations relative to the Train Station Project.
- Authorizes the payment of other Village incurred costs to close out the Train Station Project, St. Charles Road Tax Increment Financing Redevelopment Project Area Fund and Escrow Number 2 (Escrow Account Number 201454330) from the Corporate General Fund since Escrow Number 2 did not have adequate TIF Funds to pay for such costs.
- Declares that no “surplus” TIF Funds are available for transfer to the Cook County Treasurer for re-distribution to the taxing agencies. The Village is required to make this declaration per the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1.

Ordinance for Escrow Number 2 (Village Train Station Project):

- Per Ordinance Number CO-2016-26: Chicago Tile has received a copy of the Ordinance, which authorizes the continuation of Escrow Number 2 until December 31, 2018 to complete and pay for the Project.
- Initial Escrow Deposit: \$1,049,000.00.

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.)
Bill Peterhansen, Village Engineer (w/ encls.)
Michael A. Marrs, Village Attorney (w/ encls.)

AN ORDINANCE AUTHORIZING THE WITHDRAWAL OF ALL FUNDS FROM AND CLOSE OUT OF CHICAGO TITLE INSURANCE COMPANY ESCROW NUMBER 2 (ESCROW ACCOUNT NUMBER 201454330) FOR THE EXPENDITURE OF ST. CHARLES ROAD TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUNDS FOR VARIOUS ELIGIBLE TIF IMPROVEMENT PROJECTS APPROVED UNDER ORDINANCE NO. CO-2013-47, INCLUDING PAYMENT OF ILLINOIS DEPARTMENT OF TRANSPORTATION INVOICE NO. 125405 IN THE AMOUNT OF \$353,024.47, FOR THE VILLAGE'S SHARE TO COMPLETE THE MAYWOOD TRAIN STATION PROJECT, AND APPROVING THE CLOSE OUT OF THE ST. CHARLES ROAD TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND AND DECLARING THAT NO SURPLUS FUNDS ARE AVAILABLE FOR TRANSFER TO THE COOK COUNTY TREASURER FOR REDISTRIBUTION AMONG THE TAXING BODIES (ESCROW NUMBER 2 FOR VILLAGE TRAIN STATION PROJECT)

WHEREAS, pursuant to Ordinance No. PRO-90-5, adopted on August 23, 1990, the President and Board of Trustees (the "Corporate Authorities") of the Village of Maywood, Cook County, Illinois (the "Village"), in an effort to revitalize the Village's local economy and provide for the comprehensive and coordinated development of an underutilized and blighted area within the Village, adopted a redevelopment plan and project, designated a redevelopment project area, and adopted the use of tax increment financing relative to a designated area tax increment financing district known as the "St. Charles Road TIF District" (the "TIF District") in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act") for the St. Charles Road Tax Increment Financing Redevelopment Project Area (the "Project Area"). A copy of the Project Area Boundary Map is on file with the Village Clerk's Office and is incorporated by reference into this Ordinance; and

WHEREAS, pursuant to the Act, the Village established the St. Charles Road Special Tax Allocation Fund (the "TIF Fund") into which annual tax increment revenue from the Project Area have been deposited (the "TIF Funds") and from which expenditures have been and will continue to be made for eligible TIF redevelopment project costs, as authorized by the Act and in accordance with the Village-approved Redevelopment Plan and Budget for the Project Area (the "Plan"). The Corporate Authorities have determined that, in order to encourage private investment and restore and enhance the tax base of the Village and the affected taxing districts, certain blighting and adverse conditions within the Project Area must be removed, certain infrastructure improvements must be made, and the Project Area must be redeveloped. A copy of the Plan is on file with the Village Clerk's Office and is incorporated by reference into this Ordinance; and

WHEREAS, under Ordinance No. CO-2013-20, approved at a public meeting on March 13, 2013, the Corporate Authorities extended the estimated date of completion of the Plan, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Plan, to December 31, 2013, subject to receipt and expenditure of 2013 incremental real estate tax revenues during calendar year 2014; and

WHEREAS, under Ordinance No. CO-2013-47, approved at a public meeting on December 17, 2013, the Corporate Authorities approved the use of the TIF Funds during calendar years 2013 and 2014 to complete certain infrastructure improvement projects in order to stimulate reinvestment in the Project Area, subject to receipt and expenditure of 2013 incremental real estate tax revenues during calendar year 2014; and

WHEREAS, within Ordinance No. CO-2013-47, the Corporate Authorities identified and approved the completion of certain TIF improvement projects and TIF District related expenditures within the Project Area (collectively, the “TIF Improvement Projects”) that were identified in a chart entitled “Updated St. Charles TIF Administration and Projects Sheet for 2013 and 2014 / Remaining TIF District Projects and Close Out Expenditures.” The total estimated TIF Funds that were expected to be available to be contributed to the TIF Improvement Projects for calendar year 2014 were **Six Million Eight Hundred Ten Thousand Three Hundred Twenty-Eight and No/100 Dollars (\$6,810,328.00)**; and

WHEREAS, under Ordinance No. CO-2014-47, the Corporate Authorities approved the establishment of construction escrows at Chicago Title Insurance Company for purposes of depositing TIF Funds to be used to pay for portions of the remaining TIF Improvement Projects, in whole or in part, that were deemed to be TIF-eligible expenses by the Corporate Authorities and other costs associated with the close out of the St. Charles TIF District and any related obligations (“Remaining TIF District Projects and Close Out Expenditures”). Based on the recommendation of Village staff and the Village Engineer, the Corporate Authorities approved the deposit of **Seven Million One Hundred Sixty-Nine Thousand Nine Hundred Ninety and 12/100 Dollars (\$7,169,990.12)**, which constituted the Remaining TIF District Projects and Close Out Expenditures, into one or more construction escrows at Chicago Title Insurance Company. The following six (6) escrows were established and funded as noted below at Chicago Title Insurance Company:

- Escrow Number 1 (Escrow Account Number 201454329): Fire Station Number 1 Project (Project Costs and Professional Fees) (**Escrow Deposit: \$1,681,000.00**);
- Escrow Number 2 (Escrow Account Number 201454330): Train Station Project (Project Costs and Professional Fees) (**Escrow Deposit: \$1,049,000.00**);
- Escrow Number 3 (Escrow Account Number 201454331): Railroad Avenue Water Main and Street Improvements Project (Project Costs and Professional Fees) (**Escrow Deposit: \$1,044,000.00**);
- Escrow Number 4 (Escrow Account Number 201454332): Village Projects (Project Costs and Architectural, Engineering and Other Professional Fees for Police Station Roof Repair; St. Charles / 5th Avenue Street Project; Lake Street ITEP Grant Share; 1st and Lake Environmental Remediation Work; Bataan Day – Memorial Park Landscape Improvements; Police Station Elevator Improvements; Police Station Lift Station Repair Work; Public Alley Improvements: Alley #136 (between 4th and 5th Avenues, Main Street to Lake Street), Alley #132 (between 8th and 9th Avenues, Main Street to Lake Street), Alley #135 (between 5th and 6th Avenues, Main Street to Lake Street); 1st and Ohio Environmental Remediation Work; 5th Avenue Parking Lot Pavement Work; Widows Home – Repair and Restoration Work (Portico Improvements); and Restoration of 11-13 South 5th Avenue) (**Escrow Deposit: \$1,568,546.12**);
- Escrow Number 5 (Escrow Account Number 201454333): Village Administration Costs / Audit Fees / Escrow Fees / Professional Fees Relating to Remaining TIF District Projects and Close Out Expenditures (**Escrow Deposit: \$624,426.00**);
- Escrow Number 6 (Escrow Account Number 201454334): Economic Incentives and Projects (Village Matching Share of Grants for Approved TIF-related Projects; Return of Property Tax Payments to Cook County per Tax Appeals; New Businesses, Site Preparation Incentives and Environmental Remediation Costs Associated with Development of Village-Owned Parcels; Job Training; Maywood Library Drainage Improvements and Operation Uplift Building Improvements); and Façade Program Projects (Façade Improvement Program - generally;

Mariella's; Try Our Pallets; 600 Lake Street; 1110 St. Charles and 1000 St. Charles) (**Escrow Deposit: \$1,203,000.00**); and

WHEREAS, under Ordinance No. CO-2013-47 and Ordinance No. CO-2014-47, the Corporate Authorities anticipated that the Remaining TIF District Projects and Close Out Expenditures will be expended by the Village within twenty-four (24) months of December 31, 2014, except for certain known and future obligations, such as pending real estate tax appeals and future tax appeals that will pertain to the years in which the St. Charles TIF District was in existence and the Village's required share for projects funded with federal or State grant funds, which are expected to be expended within thirty-six (36) months of December 31, 2014. The Corporate Authorities also stated that once the Village's obligations are fully satisfied, the balance of the escrowed TIF Funds to pay for the Remaining TIF District Projects and Close Out Expenditures shall be declared "surplus" TIF Funds by adoption of an ordinance by the Corporate Authorities, and such surplus TIF Funds shall be promptly delivered to the Cook County Treasurer for payment to the taxing districts impacted by the St. Charles Road TIF District Redevelopment Project Area, in the same manner and proportion as the most recent distribution by the Cook County Treasurer to those taxing districts of real property taxes from real property in the St. Charles Road TIF District Redevelopment Project Area in accordance with Section 5/11-74.4-8 of the Act (65 ILCS 5/11-74.4-8); and

WHEREAS, after partially completing and paying for certain Remaining TIF District Projects and Close Out Expenditures in regard to Escrow Number 2 (Escrow Account Number 201454330), there is a balance of TIF Funds equal to \$352,635.63, as of October 4, 2023. A copy of Chicago Title Insurance Company's Office Escrow Ledger Card dated October 4, 2023 for Escrow Number 2 (Escrow Account Number 201454330) is attached hereto as **Exhibit "A"** and made a part hereof. The Chicago Title Office Escrow Ledger Card contains a summary of the TIF Funds initially deposited by the Village into the Escrow Account, additional funds deposited into the Escrow Account, and a list of the withdrawals from the Escrow Account by date, payee/payor, and withdrawal dollar amount and retained balance of TIF Funds in the Escrow Account; and

WHEREAS, the Corporate Authorities of the Village make the following findings in regard to Escrow Number 2 (Escrow Account Number 201454330) and the current balance of funds:

- (a) The Village's obligations are now fully satisfied in regard to all of the Remaining TIF District Projects and Close Out Expenditures, specifically the Train Station Project improvements. The Train Station Project improvements were completed in 2017, but the final payment in regard to the Project improvements has only recently been made to the Illinois Department of Transportation ("IDOT") by the Village in September 2023 in the amount of \$353,024.47 as part of the federal grant funding and State of Illinois grant funding that was managed by the Illinois Department of Transportation ("IDOT"). The Village has now paid all of its matching funds in the amount of \$353,024.47 to IDOT to close out its grant funding obligations relative to the Project. The Village plans to use the TIF Funds from Escrow Number 2 (Escrow Account Number 201454330) to reimburse itself for the matching grant fund payment made in September 2023. A copy of the IDOT Invoice No. 125405 dated February 1, 2023 regarding the Village's matching fund payment obligation in the amount of \$353,024.47 is attached as **Exhibit "B"** and made a part hereof; and
- (b) The current balance of funds in Escrow Number 2 (Escrow Account Number 201454330) in the amount of \$352,635.63 was not adequate to make the matching grant funding payment to IDOT nor to pay all of those Village incurred TIF Eligible redevelopment project costs relative to the completion and close out of the Train Station Project and so the Village was

required to use a portion of its Corporate General Funds to complete and close out of the Train Station Project; and

- (c) Since there is not adequate TIF Funds in Escrow Number 2 (Escrow Account Number 201454330) to reimburse the Village for its payment to IDOT or to pay for any other incurred Remaining TIF District Projects and Close Out Expenditures, including all Village TIF Administration Costs and Fees and Professional Fees related to Escrow 2 (Escrow Account Number 201454330) and its close out, the Corporate Authorities of the Village find that there are no “surplus” TIF Funds available for transfer to the Cook County Treasurer for re-distribution to the taxing agencies; and
- (d) Even after reimbursement using the TIF Funds held in Escrow 2 (Escrow Account Number 201454330), the Village will have to pay for additional incurred Remaining TIF District Projects and Close Out Expenditures, including all Village TIF Administration Costs and Fees and Professional Fees, from its Corporate General Fund because those costs exceeded the balance of funds in Escrow 2 (Escrow Account Number 201454330); and
- (e) The Village has prepared a Request for Reimbursement / Progress Payments for Eligible Expenses and Costs from Escrowed St. Charles TIF District Funds for Projects and Expenses Approved Under Ordinance Nos. CO-2013-47 and CO-2014-47 (Escrow No. 2 – Train Station Project) dated October 10, 2023 relative to the withdrawal of all TIF Funds plus all accrued interest from the Escrow Number 2 (Escrow Account Number 201454330) and their payment to the Village for reimbursement of its Corporate General Fund as noted in this Ordinance. A copy of the Request for Reimbursement is attached as **Exhibit “C”** and made a part hereof; and
- (f) After the transfer of the TIF Funds plus accrued interest currently held in the Village, Escrow Number 2 (Escrow Account Number 201454330) shall be terminated; and

WHEREAS, it is desirable and in the best interests of the residents, businesses and property owners of the Village for the Corporate Authorities to withdrawal all of the TIF Funds in f Escrow Number 2 (Escrow Account Number 201454330) plus any accrued interest to reimburse itself for the payment of the matching funds made in September 2023 to IDOT to close out of the Train Station Project and to terminate Escrow Number 2 (Escrow Account Number 201454330).

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

Section 1: Recitals. Each Whereas statement set forth in the preambles of this Ordinance is incorporated into this Ordinance as material provisions.

Section 2: Authority.

- (a) The Village is a duly constituted and organized home rule municipality, as described in Article VII (Local Government), Section 6 (Powers of Home Rule Units) of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and incur debt.

- (b) This Ordinance is adopted in connection with implementing the Plan in accordance with the Act.

Section 3: Declaration of No Surplus TIF Funds. The Corporate Authorities of the Village declare that there are no “surplus” TIF Funds available for transfer to the Cook County Treasurer for redistribution to the taxing agencies, including the Village, because there are not adequate TIF Funds in Escrow Number 2 (Escrow Account Number 201454330) to reimburse the Village for its payment to IDOT and to pay for any incurred Remaining TIF District Projects and Close Out Expenditures, including all Village TIF Administration Costs and Fees and Professional Fees related to Escrow 2 (Escrow Account Number 201454330).

Section 4: Approval of Release of Escrowed Funds and Reimbursement of Village IDOT Payment With Escrowed TIF Funds. The Corporate Authorities of the Village authorize and approve the release of all TIF Funds and accrued interest held in Escrow Number 2 (Escrow Account Number 2014543340) and direct the payment of such TIF Funds and accrued interest to the Village as reimbursement for the payment to IDOT of the matching grant funds for the Train Station Project. The Village Manager is directed to complete and send to Chicago Title a copy of the attached Request for Reimbursement (**Exhibit “C”**) to direct the release of the escrowed TIF Funds.

Section 5: Payment of Other Village Costs With Corporate General Funds. The Corporate Authorities of the Village authorize and approve the payment of any Remaining TIF District Projects and Close Out Expenditures, including all Village TIF Administration Costs and Fees and Professional Fees related to any remaining Escrows, including Escrow Number 2 (Escrow Account Number 2014543340), from the Corporate General Fund.

Section 6: Termination of Escrow Number 2 (Escrow Account Number 2014543340). After the transfer of the TIF Funds plus accrued interest currently held in the Escrow Number 2 (Escrow Account Number 2014543340) to the Village, the Corporate Authorities of the Village direct that Escrow Number 2 (Escrow Account Number 201454330) shall be terminated.

Section 7: Authority to Act. The Corporate Authorities of the Village authorize and direct the Village President, the Village Clerk, the Village Treasurer, the Village Manager, the Village Finance Director, the Village Engineer and the Village Attorney, or their designees, to take such action and execute and deliver such documents as are necessary to fulfill the Village’s obligations and directives under this Ordinance.

Section 8: Public Inspection. This Ordinance shall be immediately available for inspection by the public at the office of the Village Clerk.

Section 9: Repealer. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

Section 10: Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

Section 11: Ratification. All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

Section 12: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form, as required by law.

ADOPTED this 10th day of October, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me as Village President, and attested to by the Village Clerk, on the 10th day of October, 2023.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

Published by me in pamphlet form this ____ day of October, 2023.

Tori-Love Garron, Village Clerk

EXHIBIT "A"

**Chicago Title Insurance Company's
Office Escrow Ledger Card dated October 4, 2023
for Escrow Number 2 (Escrow Account Number 201454330)
(Balance of Funds: \$352,635.63)**

(attached)

REPORT NO: EARP7050
 RUN DATE: 10/04/23

CHICAGO TITLE AND TRUST COMPANY
 CHICAGO TITLE INSURANCE
 OFFICE ESCROW LEDGER CARD

PAGE: 0001
 RUN TIME: 10:32:34

ESCROW ACCOUNT: 01401-201454330-001
 ORDER NUMBER: 01401-201454330
 BUYER:
 SELLER:
 PROPERTY 1:
 PROPERTY 2:

DESCRIPTION: *ACTIVE DR 05.30.23, SEE SV
 RECEIPT BANK: 102
 DISBURSEMENT BANK: 120
 ESCROW ADMINISTRATOR: KC4

CASH BALANCE: 352,635.63

NOTE: A STAR DENOTES RECEIPT HAS BEEN DISTRIBUTED TO THIS DRAW

DATE	TYP	DOCUMENT	CLEARED	BANK	PAYEE/PAYOR	RECEIPTS	DISBURSEMENT	BALANCE	OFF
01/06/15	RX	000000685518		120	TRAIN STATION PROJECT FUNDS	1,049,000.00		1,049,000.00	01401
01/07/15	RX	000000685672		120	INITIAL ESCROW FEE	1,000.00		1,050,000.00	01401
01/07/15	FV	000000604681		120	FEE VOUCHER		1,000.00	1,049,000.00	01401
05/26/15	D	001201247671	06/01/15	120	VILLAGE OF MAYWOOD		32,894.91	1,016,105.09	01401
08/07/15	D	001206005285	08/26/15	120	VILLAGE OF MAYWOOD		460.00	1,015,645.09	01401
10/30/15	D	001206005467	11/09/15	120	VILLAGE OF MAYWOOD		380.00	1,015,265.09	01401
12/17/15	D	001206005566	12/24/15	120	VILLAGE OF MAYWOOD		57,017.41	958,247.68	01401
01/14/16	D	001206005647	01/27/16	120	VILLAGE OF MAYWOOD		160.00	958,087.68	01401
01/26/16	D	001206005670	02/04/16	120	VILLAGE OF MAYWOOD		81,867.08	876,220.60	01401
02/18/16	D	001206005718	02/29/16	120	VILLAGE OF MAYWOOD		230.00	875,990.60	01401
03/09/16	D	001206005778	03/29/16	120	VILLAGE OF MAYWOOD		19,663.66	856,326.94	01401
05/23/16	FV	000000615026		120	FEE VOUCHER		200.00	856,126.94	01401
06/15/16	D	001206006042	06/24/16	120	VILLAGE OF MAYWOOD		8,645.56	847,481.38	01401
06/29/16	D	001206006117	07/08/16	120	VILLAGE OF MAYWOOD		1,540.00	845,941.38	01401
07/13/16	D	001206006203	07/22/16	120	VILLAGE OF MAYWOOD		3,937.50	842,003.88	01401
08/08/16	D	001206006397	08/16/16	120	VILLAGE OF MAYWOOD		2,773.00	839,230.88	01401
08/08/16	FV	000000616258		120	FEE VOUCHER		100.00	839,130.88	01401
09/07/16	D	001206006566	09/23/16	120	VILLAGE OF MAYWOOD		1,650.00	837,480.88	01401
09/07/16	FV	000000616784		120	FEE VOUCHER		25.00	837,455.88	01401
10/04/16	D	001206006737	10/11/16	120	VILLAGE OF MAYWOOD		59,897.31	777,558.57	01401
10/04/16	FV	000000617311		120	FEE VOUCHER		25.00	777,533.57	01401
11/11/16	D	001206007040	11/29/16	120	VILLAGE OF MAYWOOD		572.00	776,961.57	01401
11/11/16	FV	000000617930		120	FEE VOUCHER		25.00	776,936.57	01401
11/22/16	D	001206007173	11/29/16	120	VILLAGE OF MAYWOOD		616.00	776,320.57	01401
11/22/16	FV	000000618066		120	FEE VOUCHER		25.00	776,295.57	01401
01/05/17	D	001206007508	01/12/17	120	VILLAGE OF MAYWOOD		654.00	775,641.57	01401
01/05/17	FV	000000619014		120	FEE VOUCHER		25.00	775,616.57	01401
03/02/17	D	001206007917	03/10/17	120	VILLAGE OF MAYWOOD		110,387.87	665,228.70	01401
03/02/17	FV	000000619820		120	FEE VOUCHER		25.00	665,203.70	01401
03/06/17	EX	000000774559		120	TRANSFER AS DIRECTED	230,000.00		895,203.70	01401
04/05/17	D	001206008084	04/12/17	120	VILLAGE OF MAYWOOD		32,216.00	862,987.70	01401
04/05/17	FV	000000620361		120	FEE VOUCHER		25.00	862,962.70	01401
05/31/17	D	001206008396	06/06/17	120	VILLAGE OF MAYWOOD		22,457.95	840,504.75	01401
05/31/17	FV	000000621071		120	FEE VOUCHER		25.00	840,479.75	01401
07/25/17	D	001206008800	07/31/17	120	VILLAGE OF MAYWOOD		25,449.58	815,030.17	01401
07/25/17	FV	000000621886		120	FEE VOUCHER		25.00	815,005.17	01401
09/26/17	D	001206009338	10/11/17	120	VILLAGE OF MAYWOOD		836.00	814,169.17	01401
09/26/17	FV	000000622797		120	FEE VOUCHER		25.00	814,144.17	01401
01/03/18	D	001206009995	01/09/18	120	VILLAGE OF MAYWOOD		228.40	813,915.77	01401
01/03/18	FV	000000624432		120	FEE VOUCHER		25.00	813,890.77	01401
02/20/18	D	001206010249	03/07/18	120	VILLAGE OF MAYWOOD		40,176.00	773,714.77	01401
02/20/18	D	001206010250	03/07/18	120	VILLAGE OF MAYWOOD		5,737.80	767,976.97	01401
02/20/18	FV	000000625091		120	FEE VOUCHER		50.00	767,926.97	01401

REPORT NO: EARP7050
 RUN DATE: 10/04/23

CHICAGO TITLE AND TRUST COMPANY
 CHICAGO TITLE INSURANCE
 OFFICE ESCROW LEDGER CARD

PAGE: 0002
 RUN TIME: 10:32:34

ESCROW ACCOUNT: 01401-201454330-001
 ORDER NUMBER: 01401-201454330
 BUYER:
 SELLER:
 PROPERTY 1:
 PROPERTY 2:

DESCRIPTION: *ACTIVE DR 05.30.23, SEE SV
 RECEIPT BANK: 102
 DISBURSEMENT BANK: 120
 ESCROW ADMINISTRATOR: KC4

CASH BALANCE: 352,635.63

NOTE: A STAR DENOTES RECEIPT HAS BEEN DISTRIBUTED TO THIS DRAW

DATE	TYP	DOCUMENT	CLEARED	BANK	PAYEE/PAYOR	RECEIPTS	DISBURSEMENT	BALANCE	OFF
04/23/18	D	001206010832	04/27/18	120	VILLAGE OF MAYWOOD		462.00	767,464.97	01401
04/23/18	D	001206010837	04/27/18	120	VILLAGE OF MAYWOOD		475,315.34	292,149.63	01401
04/23/18	FV	000000625914		120	FEE VOUCHER		50.00	292,099.63	01401
04/23/18	FV	000000625907		120	VOID - \$25.00+ CHICAGO TITLE			292,099.63	01401
11/21/18	D	001206011868	11/29/18	120	VILLAGE OF MAYWOOD		858.00	291,241.63	01401
11/21/18	FV	000000627825		120	FEE VOUCHER		25.00	291,216.63	01401
12/26/18	RX	000000836122		120	TRNSFR FROM ESCROW 6 TO 2	65,000.00		356,216.63	01401
03/25/19	D	001206012216	03/29/19	120	VILLAGE OF MAYWOOD		594.00	355,622.63	01401
03/25/19	FV	000000628506		120	FEE VOUCHER		25.00	355,597.63	01401
06/05/19	D	001206012381	06/27/19	120	VILLAGE OF MAYWOOD		2,937.00	352,660.63	01401
06/05/19	FV	000000628780		120	FEE VOUCHER		25.00	352,635.63	01401

SECURITY BALANCE: 0.00

SECURITY NO.	SEC	B/	DESCRIPTION	REDEEM	DATE	DATE	TYPE	DEBIT	CREDIT	SECURITY BALANCE
--------------	-----	----	-------------	--------	------	------	------	-------	--------	------------------

*** NO RECORDS FOUND ***

*** REPORT SUCCESSFUL ***

*** END OF REPORT ***

-Copyright 1987 Chicago Title and Trust

EXHIBIT "B"

**Illinois Department of Transportation Invoice No. 125405
dated February 1, 2023 in the amount of \$353,024.47**

(attached)



**Illinois Department
of Transportation**

Invoice

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

INVOICE NO. 125405
RESP. CODE 9040
INVOICE DATE 02/01/2023
REVENUE CODE 6305
COBJ NUMBER 01953
DOC NUMBER

EXPLANATION OF CHARGES

PAY FROM THIS INVOICE

LOCATION: Maywood Train Station	AMOUNT
LOCAL SECTION:	
ROUTE: Main Street	
SECTION: 13-00136-00-RR	
COUNTY: Cook	
JOB NO.: C-91-211-14	
PROJECT NO.: CMM-4003/277/000	
CONTRACT NO.: 61C74	
DISTRICT: 1	

Recommended To Be Paid

Dept. Head: _____

Expense Acct: _____

Date: _____ PO # _____

The Agreement executed 8/16/2016 between Village of Maywood, and the State of Illinois provides that the village will reimburse the State for part of the construction costs.

FINAL VILLAGE SHARE:

M40EK01	\$2,069,839.81
LESS FEDERAL SHARE @ 80% NTE 1,222,000	(\$1,222,000.00)
07C0U01	(\$19,500.00)
LOCAL SHARE	\$828,339.81
LESS PREVIOUS PAYMENTS	(\$475,315.34)
<hr/>	
Payment Due Date 02/15/2023	TOTAL DUE \$353,024.47

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.



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 20, 2023

***** FINAL NOTICE AND DEMAND *****

Invoice No. 125405
Contract No. 61C74
Section 13-00136-00-RR
Additional Info
Location - Maywood Train Station
District 1

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

Dear Sir or Madam:

This notice is to advise you that we are making final demand for payment of Invoice # 125405 dated February 01, 2023 in the amount of \$353,024.47. This account is now 125 days past due.

Please make your check payable to State Treasurer and mail to :

Engineer of Construction
Illinois Department of Transportation
2300 South Dirksen Parkway - Room 322
Springfield, Illinois 62764

If you have any questions concerning this billing, or if you feel you do not owe this claim, please contact the Local Agency-Agreement Analyst at (217) 524-6531 in the Bureau of Construction within the next 15 days to request a conciliation conference.

Unless action is taken on your part to settle this matter, this account will be declared uncollectable by the Bureau of Construction and referred to the Bureau of Claims for collection.

Sincerely,

Lora S. Rensing, P.E.
Engineer of Construction

EXHIBIT "C"

VILLAGE OF MAYWOOD

**Request for Reimbursement / Progress Payments for Eligible Expenses and Costs
from Escrowed St. Charles TIF District Funds for Projects and Expenses
Approved Under Ordinance Nos. CO-2013-47 and CO-2014-47
(Escrow No. 2 – Train Station Project)**

(attached)

EXHIBIT "C"

VILLAGE OF MAYWOOD

**Request for Reimbursement / Progress Payments for Eligible Expenses and Costs
from Escrowed St. Charles TIF District Funds for Projects and Expenses
Approved Under Ordinance Nos. CO-2013-47 and CO-2014-47
(Escrow No. 2 – Train Station Project)**

October 10, 2023

Village of Maywood
40 East Madison Street
Maywood, Illinois 60153
Attention: Village President and Board of Trustees

**Re: Village of Maywood, Illinois ("Requestor")
Chicago Title Escrow No. 2
Chicago Title Escrow Trust No. 201454330
Project: Train Station Project**

You are requested to authorize the disbursement of the below-listed funds from the above Escrow for the purpose(s) set forth in this Request for Reimbursement:

1. **REQUEST FOR REIMBURSEMENT NO. ____**

2. **PURPOSE(S) OF REQUEST:** See attached Summary of Requested Reimbursements/Payouts From Escrow and Supporting Documents for TIF Eligible Reimbursable Costs and Expenses, which is marked as Exhibit "1" and includes copies of true and accurate invoices or statements and other supporting documents that relate to all items for which reimbursement or payout is being requested. The amount(s) to be disbursed pursuant to this Request will be used to reimburse the Requestor, or to pay the Requestor's vendors or contractors, or to pay other properly approved requestors or their vendors and contractors, for those TIF eligible reimbursable costs and expenses expended or incurred as part of the above Project as detailed in attached Exhibit "1".

3. **PAYMENTS DUE TO:**
 - **Village of Maywood as a reimbursement for the matching grant fund payment made in September 2023 to Illinois Department of Transportation for the Village share of the Train Station Project costs.**

4. **TOTAL AMOUNT TO BE DISBURSED: \$352,635.63 plus accrued interest.**
 - **To Payee: Village of Maywood: \$352,635.63 plus accrued interest.**

- Village to pay funds per attached Exhibit "1" to: Village Corporate General Fund as a reimbursement of the payment made to satisfy the Illinois Department of Transportation Invoice No. 125405 in the amount of \$353,024.47.

5. **CERTIFICATION: The undersigned certifies that:**

- (i) the amounts to be reimbursed or paid out pursuant to this Request were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
- (ii) the expenditures for which amounts are requisitioned represent proper, eligible TIF reimbursement expenses and costs, have not been included in any previous Request, have been properly recorded on the Requestor's books, and copies of the true and accurate paid invoices attached hereto at Exhibit "1" represent all sums for which reimbursement or payout is requested;
- (iii) the moneys requisitioned are not greater than those necessary to reimburse Requestor or the approved payee for its funds actually advanced for TIF eligible reimbursement costs and expenses;
- (iv) the amount of TIF eligible reimbursement costs and expenses to be reimbursed or paid out in accordance with this Request, together with all prior amounts already reimbursed or paid to the Requestor or payee, do not exceed the approved Project Budget or amount set forth in a reimbursement agreement (as applicable), unless the Budget (or agreement) has been amended by ordinance approved the corporate authorities of the Village; and
- (v) the Requestor or the payee is not in default in any of its obligations owed to the Village and nothing has occurred to the knowledge of the Requestor or payee that would prevent the performance of its obligations under any ordinance or reimbursement agreement (as applicable).

REQUESTOR: VILLAGE OF MAYWOOD

By: _____
Jim Krischke, Acting Village Manager

Date: _____

Disbursement Recommended by:

By: _____
Village Engineer

Date: _____

Disbursements Approved by the Corporate Authorities of the Village of Maywood at a Board of Trustees Meeting held on October 10, 2023.

Exhibit "1"

Village of Maywood

**Village of Maywood, Illinois ("Requestor")
Chicago Title Escrow No. 2
Chicago Title Escrow Trust No. 201454330
Project: Train Station Project**

**Summary of Requested Reimbursements/Payouts from Escrow
and Supporting Documents for TIF Eligible Reimbursable Costs and Expenses for**

REQUEST FOR REIMBURSEMENT NO. __

See Attachment:

Illinois Department of Transportation Invoice No. 125405
in the amount of \$353,024.47 to Pay the Village's Share to
Complete the Maywood Train Station Project

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

CLERK’S CERTIFICATE

I, Tori-Love Garron, the duly elected, qualified and acting Village Clerk of the Village of Maywood, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. CO-2023-__

AN ORDINANCE AUTHORIZING THE WITHDRAWAL OF ALL FUNDS FROM AND CLOSE OUT OF CHICAGO TITLE INSURANCE COMPANY ESCROW NUMBER 2 (ESCROW ACCOUNT NUMBER 201454330) FOR THE EXPENDITURE OF ST. CHARLES ROAD TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUNDS FOR VARIOUS ELIGIBLE TIF IMPROVEMENT PROJECTS APPROVED UNDER ORDINANCE NO. CO-2013-47, INCLUDING PAYMENT OF ILLINOIS DEPARTMENT OF TRANSPORTATION INVOICE NO. 125405 IN THE AMOUNT OF \$353,024.47, FOR THE VILLAGE’S SHARE TO COMPLETE THE MAYWOOD TRAIN STATION PROJECT, AND APPROVING THE CLOSE OUT OF THE ST. CHARLES ROAD TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND AND DECLARING THAT NO SURPLUS FUNDS ARE AVAILABLE FOR TRANSFER TO THE COOK COUNTY TREASURER FOR REDISTRIBUTION AMONG THE TAXING BODIES (ESCROW NUMBER 2 FOR VILLAGE TRAIN STATION PROJECT)

which was passed by the Board of Trustees of the Village of Maywood at a Regular Meeting of the Board of Trustees held on the 10th day of October, 2023, at which meeting a quorum was present, and approved by the President of Maywood on the 10th day of October, 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 10th day of October, 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: October 4, 2023
RE: An Ordinance Creating a Class Q Liquor License Category for Sale and Delivery Of Alcohol By Fulfillment Centers

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 Combined Committee of the Whole Meeting / Special Village Board Meeting:

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 TO ADD A NEW CLASS Q (FULFILLMENT CENTER ALCOHOLIC LIQUOR PACKAGE SALES AND DELIVERY LICENSE) LIQUOR LICENSE FOR DELIVERY OF ALCOHOL BY FULFILLMENT CENTERS

The new Kroger Fulfillment Center within the Village plans to take orders online, and then deliver alcoholic liquor and other products out of its Fulfillment Center in Maywood. The attached Ordinance creates a new Class Q (Fulfillment Center Alcoholic Liquor Package Sales and Delivery License) liquor license category to accommodate the proposed use. Delivery of alcohol in the Village is only allowed within the Village under the Ordinance by fulfillment centers of 25,000 square feet or more (the Kroger Fulfillment Center is approximately 80,000 square feet). The Liquor License fee is proposed at \$10,000, which is the same license fee charged by the Village to package store licensees other than grocery and drug stores.

This Ordinance has not yet gone before the Local Liquor Control Commission for review.

Michael

Enclosure

cc. Tori-Love Garron, Village Clerk (w/ encl.)
James Krischke, Acting Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
Angela Smith, Director of Community Development (w/ encl.)
Michelle Kitch, Business Attraction and Retention Coordinator (w/ encl.)
Connie Thompkins, Deputy Village Clerk (w/ encl.)
Michael T. Jurusik, Village Attorney (w/ encl.)

(additions to existing text marked with underlining;
deletions to existing text marked using ~~strikethroughs~~)

ORDINANCE NO. CO-2023-_____

**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 TO ADD A NEW CLASS Q
(FULFILLMENT CENTER ALCOHOLIC LIQUOR PACKAGE SALES AND DELIVERY LICENSE) LIQUOR LICENSE
FOR DELIVERY OF ALCOHOL BY FULFILLMENT CENTERS**

WHEREAS, the Village of Maywood (“Village”) 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 President and Board of Trustees of the Village of Maywood desire to make certain amendments to Chapter 117 (Alcoholic Beverages) of Title XI (Business Regulations) of the Maywood Village Code, as set forth below (the “Code Amendments”); and

WHEREAS, the Liquor Control Act of 1934 (235 ILCS 5/1-1 *et seq.*) (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, the amount of local licensee fees to be paid for licenses issued, the penalties for the violation of regulations and restrictions relative to operation under local licenses, 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; and

WHEREAS, recent changes to the State Liquor Control Act (235 ILCS 5/5-1(d)) allow certain holders of a liquor license for the retail sale of alcoholic liquor, where specifically authorized by a local municipality, to deliver, either directly or through a third party delivery service, or allow for curbside pick-up of pre-packaged alcohol within the corporate limits of a municipality. The Village desires to authorize delivery subject to the Liquor Control Act only for fulfillment centers as defined below and under certain limited circumstances; and

WHEREAS, pursuant to the authority granted under the Liquor Control Act of 1934 (235 ILCS 5/6-1 *et seq.*), and in accordance with the home rule authority granted to home rule municipalities as defined by Article VII, Section 6 of the Illinois Constitution of 1970, the President and Board of Trustees of the Village of Maywood approve the Code Amendments relative to delivery of alcohol as set forth below.

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

SECTION 1: Incorporation. The above recitals are incorporated as if fully set forth herein as material terms and provisions.

SECTION 2: Code Amendments. Section 117.01 (Definitions) of Chapter 117 (Alcoholic Beverages) of Title XI (Business Regulations) of the Maywood Village Code is amended by adding the following definition in its proper alphabetical location, to read in its entirety as follows:

FULFILLMENT CENTER. A warehousing or other storage facility of 25,000 square feet or more where no direct physical retail sales are made to consumers on premises, and where alcoholic liquor is stored prior to being delivered to paying customers in its original packaging pursuant to a Class Q Fulfillment Center Alcoholic Liquor Package Sales and Delivery License.

SECTION 3: Code Amendments. Section 117.23 (Classifications; Fees; Number of Licenses) of Chapter 117 (Alcoholic Beverages) of Title XI (Business Regulations) of the Maywood Village Code is amended by replacing current subsection (Q) with subsections (Q) through (R), to read in their entirety as follows:

(Q) Class Q (Fulfillment Center Alcoholic Liquor Package Sales and Delivery License).

1) A Class Q license shall authorize the retail sale and subsequent delivery by fulfillment centers with usable floor space of 25,000 square feet or more off the licensed premises of alcoholic liquor in its original package, not for consumption on the premises. A Class Q license is subject to all of the following conditions and such other appropriate conditions required by the Local Liquor Control Commissioner and the President and Board of Trustees of the Village in an ordinance approving the creation and issuance of such a liquor license:

- a) Alcoholic liquor must be delivered by an individual at least twenty-one (21) years of age or older who is an employee or agent of a Class Q liquor license holder. Delivery as authorized by this subsection shall not include the use of common carriers.
- b) Deliveries must be during liquor service hours allowed for the Class Q liquor license holder pursuant to the hours of operation requirements of § 117.41 below;
- c) The packaging of any alcoholic liquor delivered under this Section shall be clearly labeled with the following words: "CONTAINS ALCOHOL. SIGNATURE OF A PERSON 21 YEARS OF AGE OR OLDER REQUIRED FOR DELIVERY. PROOF OF AGE AND IDENTITY MUST BE SHOWN BEFORE DELIVERY." This warning must be prominently displayed on the packaging.
- d) The employee or agent of a Class Q liquor license holder that carries or transports alcoholic liquor within the Village shall not deliver or leave such deliveries without requiring a signature of an individual twenty-one years of age or older;
- e) Adequate evidence for proof of age shall be produced to the delivery agent in all instances of delivery;
- f) The delivery shall be made only within twelve (12) hours from the time the alcoholic liquor leaves the licensed premises of the retailer for delivery.
- g) A record shall be kept by the employee or agent of a liquor license holder who delivers alcoholic liquor within the Village indicating the purchaser's name, address, and driver's license/state identification number; the time, date and place of delivery; and the individual deliverer's identity; and
- h) All persons delivering alcoholic liquor within the Village shall receive Basset training and training that covers the Village's rules and regulations, specifically regarding how to properly check and record proper identification. Proof of this training shall be provided to the Village upon request.
- i) Compliance with the hours of operation requirements of
- j) Compliance with the insurance and indemnification requirements of § 117.57 below, as applicable.

2) The annual fee for a Class Q license shall be \$3,200.

SECTION 4: Code Amendments. Chapter 117 (Alcoholic Beverages), Section 117.41 (Hours of Operation) of the Maywood Village Code is amended by replacing the current introductory language, and current subsections (Q) through (R) with subsections (Q) through (S), to read in their entirety as follows:

§ 117.41 HOURS OF OPERATION.

No alcoholic liquor shall be sold, given away, delivered from or offered for sale in, upon or about any premises or place of business licensed for the sale of alcoholic liquor, except in accordance with the following hour limitations, which may be further restricted by ordinance for any liquor licensee in the discretion of the President and Board of Trustees of the Village or the Local Liquor Control Commissioner:

(Q) *Class Q (Fulfillment Center Alcoholic Liquor Package Sales and Delivery License).* A Fulfillment Center holding a Class Q Fulfillment Center Alcoholic Liquor Package Sales and Delivery License under this Chapter may make deliveries in compliance with subsection 117.23(Q) twenty-four (24) hours a day.

(R) *Holidays.* For purposes of this section, the following shall be considered holidays:

- New Year's Day (January 1)
- Martin Luther King's birthday (January 15)
- Valentine's Day (February 14)
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Halloween (October 31)
- Thanksgiving
- Christmas Eve (December 24)
- Christmas Day (December 25)
- New Year's Eve (December 31)

(RS) *Retail liquor sales.* It shall be unlawful to keep open for business, or to admit the public to any premises in or on which alcoholic liquor is sold at retail during the hours within which the sale of such liquor is prohibited; provided, that in the case of banquet facilities, caterers, restaurants, outdoor cafes, hotels and Class D licensees, Class B licensees and Class I licensees, such as grocery stores and drug stores, where the sale of liquor is not the primary business conducted on the licensed premises, such establishments may keep open during such hours, but no alcoholic liquor may be sold to, given away, or consumed by the public during such hours.

SECTION 5: Codifier to Make All Necessary Internal Amendments. To the extent necessary, all table of contents, indexes, headings and internal references or cross-references to sections contained in the Maywood Village Code, as amended, that have been deleted or amended by the Code Amendments set forth above shall be amended by the Village's codifier so as to be consistent with the Code Amendments of this Ordinance.

SECTION 6: Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation. 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. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. 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 7: 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. In addition, this Ordinance shall not be effective until it has been reviewed by, and had a positive recommendation from, the Local Liquor Control Commission.

ADOPTED this 10th day of October, 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 10th day of October, 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 10th day of October, 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. _____

**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 TO ADD A NEW CLASS Q
(FULFILLMENT CENTER ALCOHOLIC LIQUOR PACKAGE SALES AND DELIVERY LICENSE) LIQUOR LICENSE
FOR DELIVERY OF ALCOHOL BY FULFILLMENT CENTERS**

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 10th day of October, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of October, 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 10th day of October, 2023.

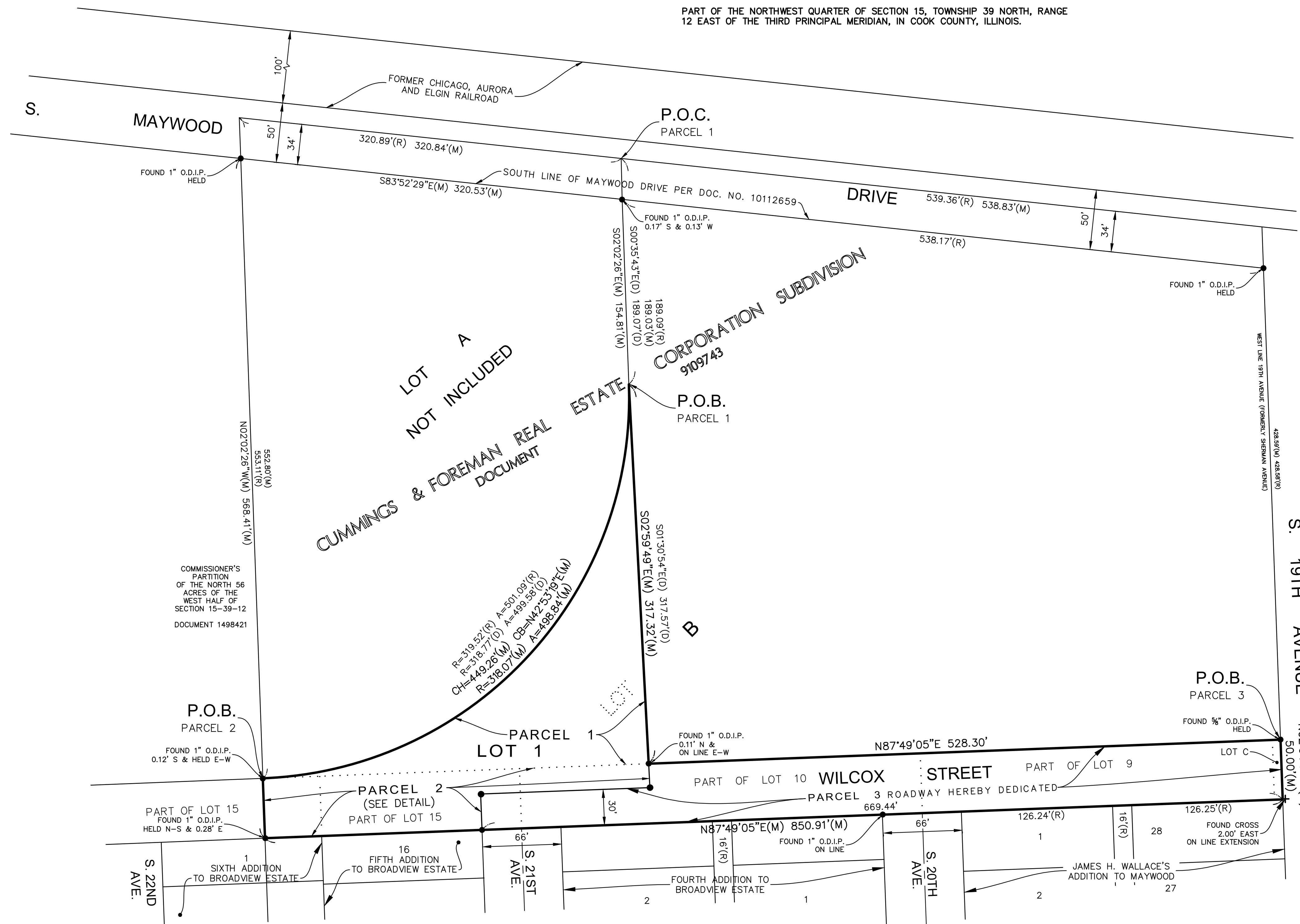
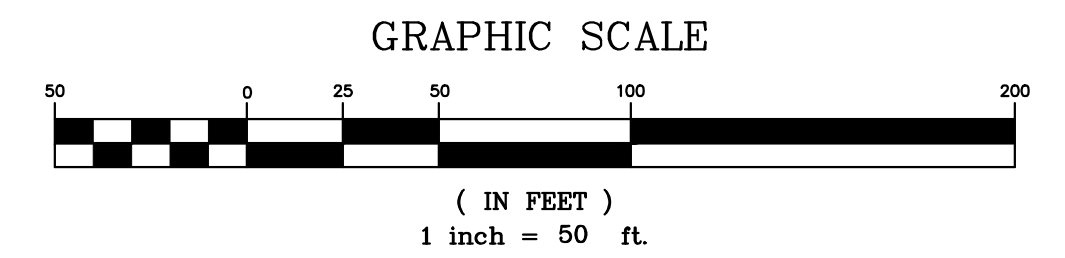
Tori-Love Garron, Village Clerk

[SEAL]

FINAL PLAT OF SUBDIVISION NATIONAL CYCLE CONSOLIDATION

PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE
12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

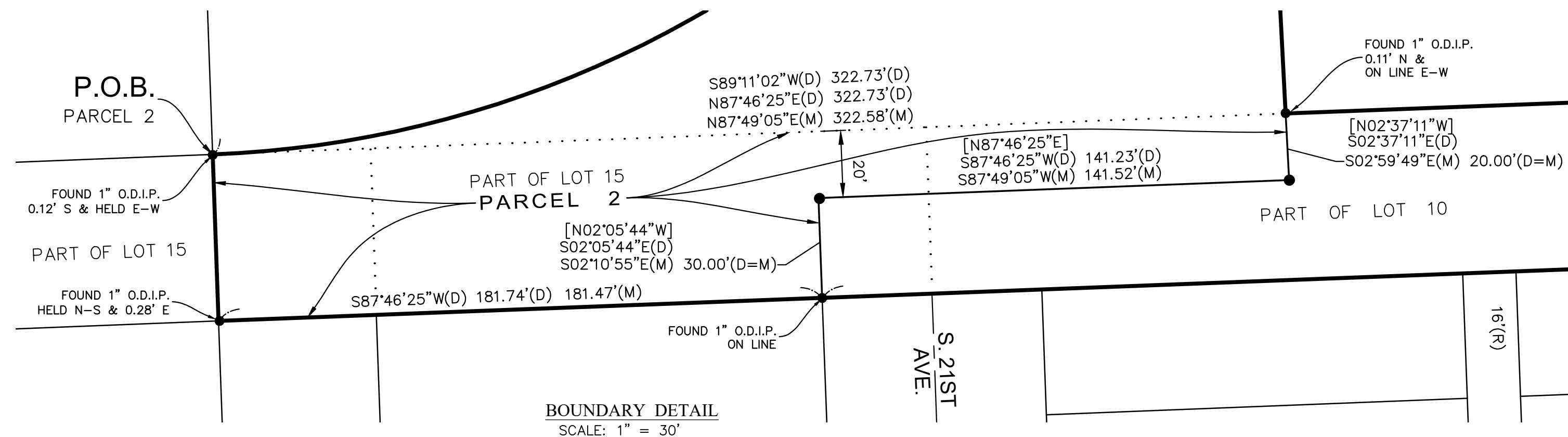
P.I.N. 15-15-102-013
P.I.N. 15-15-102-015
P.I.N. 15-15-102-017
P.I.N. 15-15-102-035



- LEGEND**
- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
 - SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
 - + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

- ABBREVIATIONS**
- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
 - (R) = RECORD BEARING OR DISTANCE
 - (M) = MEASURED BEARING OR DISTANCE
 - (C) = CALCULATED BEARING OR DISTANCE
 - (D) = DEED BEARING OR DISTANCE
 - B.S.L. = BUILDING SETBACK LINE
 - U.E. = UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

- LINE LEGEND**
- SUBDIVISION BOUNDARY LINE
 - ADJACENT LAND PARCEL LINE
 - LOT LINE
 - EASEMENT LINE
 - CENTERLINE
 - BUILDING SETBACK LINE
 - SECTION LINE



AREA SUMMARY	
GROSS	64,971 SQUARE FEET OR 1.492 ACRES
R.O.W. DEDICATION	30,647 SQUARE FEET OR 0.704 ACRES
NET AREA	34,324 SQUARE FEET OR 0.788 ACRES (TO HEAVY LINES) (BASED ON MEASURED VALUES)

SUBMITTED BY AND RETURN TO:

SEND TAX BILL TO:

NO.	DATE	BY	REVISIONS
1	09/17/23	MP	UPDATE PARCELS
2	10/5/23	MRA	PER ATTORNEY / CLIENT COMMENTS

DATE	PC N/A	DRAWN BY	CHKD BY	SK	BOOK N/A	PG N/A
04-19-18						

PROJECT	NATIONAL CYCLE CONSOLIDATION
CLIENT	VILLAGE OF MAYWOOD
DATE	04-19-18
PC N/A	
DRAWN BY	
CHKD BY	
SK	
BOOK N/A	
PG N/A	

SCALE:	1" = 50'
1 OF 2	

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael A. Marrs
DATE: October 4, 2023
RE: Ordinance Approving an Application from Clear Channel Outdoor, LLC for an East-Facing Electronic Billboard Sign at 1637 South 18th Avenue, Maywood, Illinois (Northeast Corner Of The Intersection Of Harrison Street And 18th Avenue)

Per the direction of the Community Development Staff and Acting Village Manager James Krischke, I have enclosed the following documents for your review, consideration and action at an upcoming Village Board Meeting:

1. A Public Hearing Notice from Clear Channel Outdoor, LLC, requesting approval to convert the current east facing billboard display located at 1637 South 18th Avenue, Maywood, Illinois, from a static billboard face to an electronic digital billboard display face. The location is adjacent to I-290 in the C-3 General Commercial Zoning District. The billboard is proposed for location at the northeast corner of Harrison Street and 18th Avenue;
2. An Agenda for the October 10, 2023 Public Hearing; and
3. An Ordinance Approving an Application from Clear Channel Outdoor, LLC for an East-Facing Electronic Billboard Sign at 1637 South 18th Avenue, Maywood, Illinois (Northeast Corner Of The Intersection Of Harrison Street And 18th Avenue), with the request of Clear Channel Outdoor, LLC and supporting materials attached as Exhibit "A".

In 2002, the Village of Maywood ("Village") and Paramount Media Group entered into a "Lease Agreement" dated October 21, 2002 for the installation and operation of a double-faced billboard on Village-owned property located on the northeast corner of Harrison Street and 18th Avenue. The Billboard was erected and operational on March 1, 2003. The Lease Agreement has a 40-year lease term, with a termination date of February 28, 2043. The Lease Agreement also requires Paramount to pay an annual "Base Rent" (the initial annual Base Rent for years 1 through 20 is set at \$18,000.00) and to pay an increased Base Rent to the Village per rent escalations every five years that are based on the Consumer Price Index for Urban Consumers (CPI-U).

Earlier this year, the Village approved the assignment by Paramount of the Lease Agreement to Clear Channel Outdoor, LLC. Clear Channel Outdoor has now requested to convert the current east facing billboard display located at 1637 South 18th Avenue, Maywood, Illinois, from a static billboard face to an electronic digital billboard display face. The location is adjacent to I-290 in the C-3 General Commercial Zoning District. The billboard is proposed for location at the northeast corner of Harrison Street and 18th Avenue.

Pursuant to Section 153.04 of the Village Code, no electronic billboard request may be approved until a public hearing has been held. An Agenda for the public hearing, the public hearing notice published by the Village on September 30, 2023, and an Ordinance approving the Application, should the Board choose to approve the Electronic Billboard request, are all attached, along with the request of Clear Channel and their supporting materials (attached as Exhibit "A" to the Ordinance).

If there are any questions, please contact me

Michael

Enclosures

cc: Tori-Love Garron, Village Clerk (w/ encls.)
James Krischke, Acting Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Angela Smith, Director of Community Development (w/ encls.)
Michele Kitch, Business Attraction and Retention Coordinator, CD Department (w/ encls.)
Michael T. Jurusik, Village Attorney (w/encls.)



VILLAGE OF MAYWOOD

NOTICE OF PUBLIC HEARING

Notice is hereby given to all interested persons that the Village Board of Trustees of the Village of Maywood will hold a Public Hearing beginning at 7:00 PM or as soon thereafter as the business of the Village Board permits, on Tuesday, October 10th, 2023, in the Village of Maywood Council Chambers, 125 S. 5th Avenue, Second Floor, Maywood, Illinois. The purpose of the public hearing is to review an application from Clear Channel Outdoor, LLC, requesting approval to convert the current east facing billboard display located at 1637 South 18th Avenue, Maywood, Illinois, from a static billboard face to an electronic digital billboard display face. The location is adjacent to I-290 in the C-3 General Commercial Zoning District. The billboard is proposed for location at the northeast corner of Harrison Street and 18th Avenue.

In order to proceed as proposed the electronic billboard will require approval from the Village President and Village Board of Trustees following a public hearing, pursuant to Chapter 153 (Billboards), Section 153.04 (Regulations Applicable to Electronic Billboards) of the Maywood Village Code.

A location map is available from the Village's Community Development Department and will be enclosed with mailed copies of this notice.

Petitioner: CLEAR CHANNEL OUTDOOR, LLC

Property Address: 1637 South 18th Avenue, Maywood, Illinois 60153. The proposed location of the billboard on the property is the northeast corner of the intersection of Harrison Street and 18th Avenue.

PIN: 15-15-126-026

During the Public Hearing, the Village Board will hear testimony from and consider any evidence presented by persons interested to speak on this matter. In addition, objections and other comments, if any, relating to the proposed electronic billboard request may be submitted to the Community Development Department, 40 Madison Street, Maywood, Illinois prior to 4:00 PM, the day of the Public Hearing.

The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois Open Meetings Act. The proposal and approval sought may be added to, revised, altered or eliminated as a result of the Public Hearing and prior to final action by the Corporate Authorities of the Village of Maywood.

Dated this ___ day of October, 2023

By Order of Tori-Love Garron, Village Clerk of the Village of Maywood, Cook County, Illinois.

If you require specific accommodations with regard to physical disabilities or require language interpretative services, please contact our office at 708-450-4405.

**AGENDA FOR PUBLIC HEARING
REGARDING THE REQUEST OF APPLICANT CLEAR CHANNEL OUTDOOR, LLC FOR THE
INSTALLATION OF A NEW ELECTRONIC BILLBOARD FACE AT 1637 SOUTH 18TH AVENUE,
MAYWOOD, ILLINOIS
(NORTHEAST CORNER OF THE INTERSECTION OF HARRISON STREET AND 18TH AVENUE)**

**PUBLIC HEARING LOCATION
VILLAGE OF MAYWOOD COUNCIL CHAMBERS
125 SOUTH 5th AVENUE, 2nd FLOOR
MAYWOOD, ILLINOIS**

**TUESDAY, OCTOBER 10, 2023
7:00 P.M. or as soon as the business of the Village Board of Trustees shall permit**

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC HEARING**
 - **Presentation by Applicant (CLEAR CHANNEL OUTDOOR, LLC)**
 - **Approval Sought: Ordinance Approving An Application From Clear Channel Outdoor, LLC For An East-Facing Electronic Billboard Sign At 1637 South 18th Avenue, Maywood, Illinois (Northeast Corner Of The Intersection Of Harrison Street And 18th Avenue)**
 - **Comments by Village Staff**
 - **Questions by Village Board Members**
 - **Questions and Public Comment by the Public**
 - **Final Statement by Applicant**
 - **Discussion and Recommendation by Village Board Members**
- 4. ADJOURNMENT**

ORDINANCE NO. CO-2023-___

**AN ORDINANCE APPROVING AN APPLICATION FROM CLEAR CHANNEL OUTDOOR, LLC
FOR AN EAST-FACING ELECTRONIC BILLBOARD SIGN
AT 1637 SOUTH 18TH AVENUE, MAYWOOD, ILLINOIS
(NORTHEAST CORNER OF THE INTERSECTION OF HARRISON STREET AND 18TH AVENUE)**

WHEREAS, CLEAR CHANNEL OUTDOOR, LLC (“Clear Channel”) has submitted a request to the Village of Maywood (“Village”) pursuant to Section 153.04 (Regulations Applicable To Electronic Billboards) of the Maywood Village Code, to convert a currently static billboard face to an east-facing electronic billboard face (the “Electronic Billboard”) on property commonly known as 1637 South 18th Avenue, with a PIN of PIN: 15-15-126-026, at a location more specifically described as the northeast corner of the intersection of Harrison Street and 18th Avenue) (the “Subject Property”). The Subject Property is owned by the Village of Maywood (“Village”) and Clear Channel has an existing lease with the Village for the operation of the Electronic Billboard on the Subject Property (the “Lease”); and

WHEREAS, a copy of the request, application and supporting materials from Clear Channel to the Village are attached hereto as **Exhibit “A”** and made a part hereof; and

WHEREAS, on October 10, 2023, the Village President and Board of Trustees, pursuant to Section 153.04 (Regulations Applicable To Electronic Billboards) of the Maywood Village Code, held a public hearing on the request of Clear Channel for the erection of the Electronic Billboard on the Subject Property; and

WHEREAS, having considered the application and the evidence presented at the public hearing, the Village President and Board of Trustees find and determine that approval of the request to erect the Electronic Billboard on the Subject Property as presented, subject to certain conditions as set forth below, are in the best interests of the Village and in furtherance of the general public health, safety and welfare.

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 Application. The Village President and Board of Trustees of the Village approve the request of Clear Channel, as attached hereto as **Exhibit “A”**, for erection of the east-facing Electronic Billboard on the Subject Property commonly known as 1637 S. 18th Avenue, Maywood, Illinois, and at a location more specifically described as the northeast corner of the intersection of Harrison Street and 18th Avenue, subject to the following conditions:

1. The Electronic Billboard that will be erected and maintained on the Subject Property by Clear Channel shall contain light shielding baffles or similar design technology to aid in preventing light from impacting nearby residents; and
2. Clear Channel shall ensure that the Electronic Billboard is equipped with an automated timer or controller that allows the brightness of the Electronic Billboard to be decreased

- during nighttime hours and Clear Channel shall ensure that the brightness of the Electronic Billboard is significantly decreased during nighttime hours; and
3. Clear Channel continues to comply with all provisions of the Lease.

SECTION 3: Execution of Related Documents. The Village President and Board of Trustees authorize and direct the Village President, Village Clerk and/or Village Manager, or their designees, to execute such instruments and documents as are necessary to facilitate the erection of the Electronic Billboard. The Village's Community Development Department may issue a building permit upon confirmation that all pre-conditions to such issuance set forth in this Resolution have been met.

SECTION 4: Limitations on Village Approval of Application and Operation of Electronic Billboard. The Village authorization and approvals to operate the Electronic Billboard shall only be in effect and exist for as long as the term of Clear Channel's Lease with the Village remains in effect, or cessation of the operation of the Electronic Billboard for a period of sixty (60) consecutive calendar days following commencement of its operation for a period of thirty (30) consecutive calendar days, excluding any time period that the Electronic Billboard is not operating due to replacement, repair and maintenance work, whichever is earlier. All Village approvals and authorization to operate the Electronic Billboard shall expire on the same date and time that the Lease terminates or upon cessation of the operation of the Electronic Billboard for such sixty (60) consecutive calendar day period, as set forth above.

SECTION 5: Compliance with Ordinance Terms and Conditions; Rescission. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance or regulation of the Village shall be grounds for the immediate rescission by the President and Board of Trustees of the approvals made in this Ordinance.

SECTION 6: Repealer; Severability. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: Recordation; Delivery of Recorded Ordinance. A certified fully executed copy of this Ordinance shall be recorded against title to the Subject Property by the Village, at the Petitioner's sole cost, with the Cook County Clerk's Office Recording Division ("CCCORD"). The Village Attorney shall provide the Petitioner, the Village Clerk's Office and the Community Development Department with CCCORD-file stamped copies of the certified Ordinance after it is filed with the CCCORD for record retention purposes.

SECTION 8: Effective Date. This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED this 10th day of October, 2023, by the Corporate Authorities of the Village of Maywood on a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by the Village President on the 10th day of October, 2023, and attested to by the Village Clerk this same day.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

This Ordinance was published by me in pamphlet form on the 10th day of October, 2023.

Tori-Love Garron, Village Clerk

Exhibit "A"

Application of Clear Channel Outdoor, LLC
For An East-Facing Electronic Billboard Sign At 1637 South 18th Avenue, Maywood, Illinois
(Northeast Corner Of The Intersection Of Harrison Street And 18th Avenue)

(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 Ordinance now on file in my Office, entitled:

ORDINANCE NO. CO-2023-___

**AN ORDINANCE APPROVING AN APPLICATION FROM CLEAR CHANNEL OUTDOOR, LLC
FOR AN EAST-FACING ELECTRONIC BILLBOARD SIGN
AT 1637 SOUTH 18TH AVENUE, MAYWOOD, ILLINOIS
(NORTHEAST CORNER OF THE INTERSECTION OF HARRISON STREET AND 18TH AVENUE)**

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 10th day of October, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of October, 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 10th day of October, 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: October 4, 2023
**Re: 2023 Green Infrastructure Alley Improvements Project -
Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater
Chicago 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 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS (COST SHARING FOR 2023 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT), with the Intergovernmental Agreement and its Exhibit No. 1 to Exhibit No. 10 attached as Exhibit "A" (the "IGA").
2. 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 Village Board approved a prior version of the enclosed IGA at its August 8, 2023 Combined Committee of the Whole / Special Village Board Meeting. Since that approval, the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC" or "District") has required some additional minor modifications to the IGA to clarify some of the provisions. The Village Engineer and I have no objections to the proposed MWRDGC modifications. 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 70.1% (District) / 29.9% (Village) split. The District agrees to reimburse the Village for 70.1% of the total construction cost of the Project, but in no event shall that amount exceed \$662,000.00 (the "Maximum Reimbursement Amount"). The Village's 29.9% 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 29.9% 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 Kruschke, 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 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS (COST SHARING FOR 2023 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT), with the Intergovernmental Agreement and its Exhibit No. 1 to Exhibit No. 10 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 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS**

(COST SHARING FOR 2023 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" or "MWRDGC") 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 **\$662,000.00** 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 70.1% (District) / 29.9% (Village) split. The District agrees to reimburse the Village for 70.1% of the total construction cost of the Project, but in no event shall that amount exceed **\$662,000.00** (the "Maximum Reimbursement Amount"). The Village's 29.9% 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 10th day of October, 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 10th day of October, 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 AND AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD
AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF
THE GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS IN MAYWOOD, ILLINOIS**

(COST SHARING FOR GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT)

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 10th day of October, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of October, 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 October, 2023.

Tori-Love Garron, Village Clerk

[SEAL]

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 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 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, Section 6 of the 1970 Constitution of the State of Illinois. Together, the MWRDGC and the Village may be referred to as the “Parties” and each individually as a “Party”.

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; and

WHEREAS, the Act, as amended, declares that stormwater management in Cook County, Illinois is under the general supervision of the MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing the MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County, Illinois; and

WHEREAS, one component of the MWRDGC’s stormwater management program includes green infrastructure, which is defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to sewer systems or to surface waters as set forth at 33 U.S.C. § 1362 (27); and

WHEREAS, the MWRDGC is committed to implementing a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of the consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No.

1:11-cv-08859 (N.D. Ill. 2014), and the MWRDGC's formal commitment in this Agreement is intended to satisfy that obligation; and

WHEREAS, the Village is located within the boundaries of Cook County, Illinois; and

WHEREAS, pursuant to the Illinois Municipal Code 65 ILCS 5/11-110-1 the Village is empowered to construct and maintain drains, storm sewers, and other green infrastructure facilities 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 [REDACTED], the 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 five (5) 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 Six Hundred Sixty-Two Thousand and 00/100 dollars (\$662,000.00) (“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. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of reimbursement request for fifty percent (50%) completion of construction;
 - c. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of reimbursement request for seventy-five percent (75%) completion of construction; and
 - d. 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 seventy-five percent (75%) 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 24 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 MWRDGC.

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

For the Village:
Acting Village Manager

Metropolitan Water Reclamation District of Greater Chicago 100 East Erie Street Chicago, Illinois 60611 Phone: (312) 751-7905 Email: oconnorc@mwrdd.org	Village of Maywood 40 Madison Street Maywood, Illinois 60153 Phone: (708) 450-6300 Email: jkrischke@maywood-il.org
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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

Date: _____

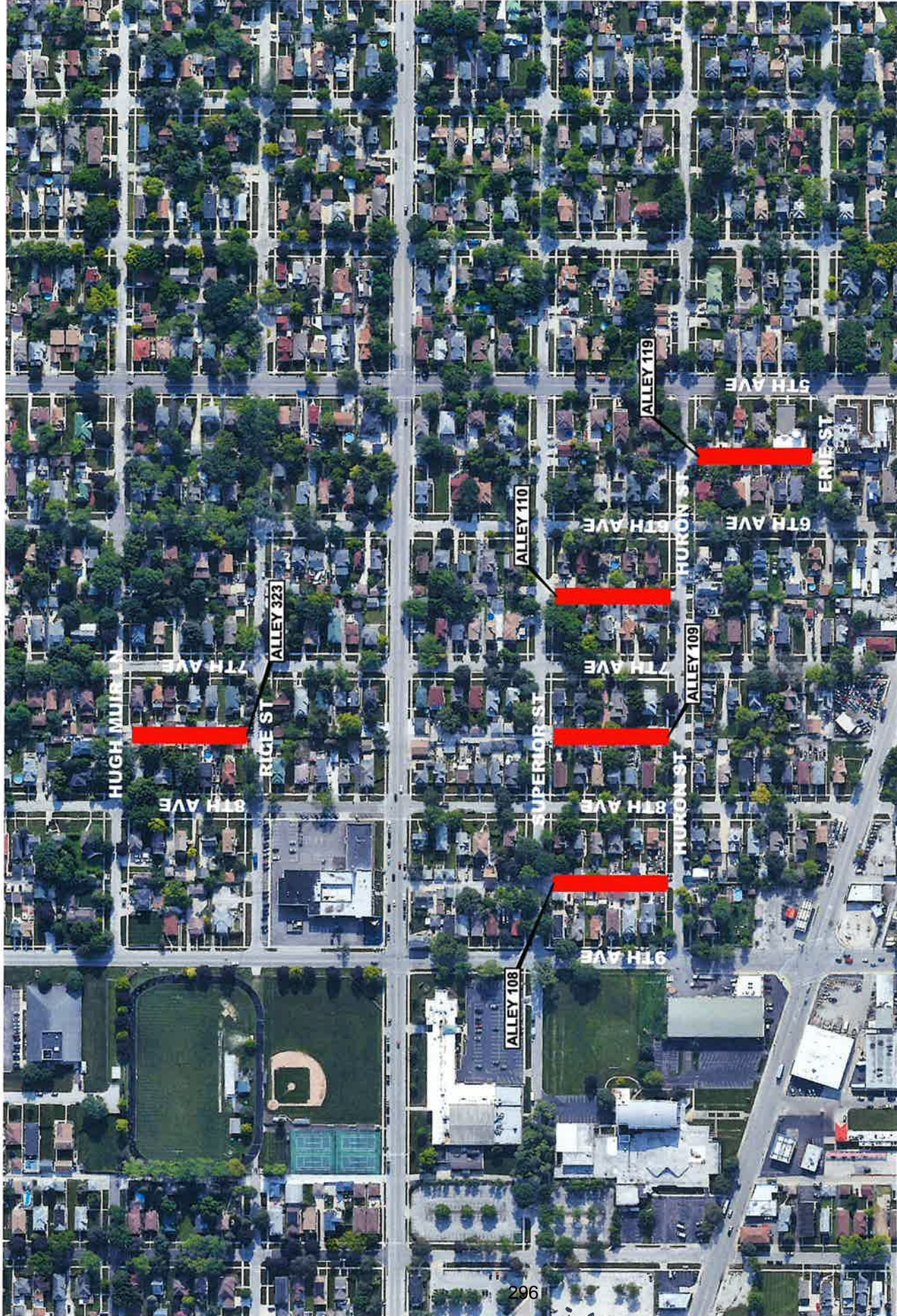
ATTEST:

Tori-Love Garron, Village Clerk

Date: _____

EXHIBIT 1

PROJECT VICINITY MAP AND CONCEPTUAL DRAWING



23-IGA-20

**2023 MWRD GREEN INFRASTRUCTURE
PARTNERSHIP OPPORTUNITY PROGRAM
VILLAGE OF MAYWOOD**

EXHIBIT 2
MWRDGC'S PURCHASING ACT

(70 ILCS 2605/11.1) (from Ch. 42, par. 331.1)

Sec. 11.1. Sections 11.1 through 11.24 of this amendatory Act of 1963 shall be known and may be cited as the "Purchasing Act for the Metropolitan Sanitary District of Greater Chicago."

(Source: P.A. 82-1046.)

(70 ILCS 2605/11.2) (from Ch. 42, par. 331.2)

Sec. 11.2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon in "An Act to create sanitary districts and to remove obstructions in the Des Plaines and Illinois rivers", approved May 29, 1889, as amended, the Metropolitan Sanitary District of Greater Chicago shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this amendatory Act of 1963.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.3) (from Ch. 42, par. 331.3)

Sec. 11.3. Except as provided in Sections 11.4 and 11.5, all purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold and made by or on behalf of the sanitary district for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, or the granting of any concession, shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder or to the highest responsible bidder, as the case may be, depending upon whether the sanitary district is to expend or receive money.

All such purchase orders or contracts which shall involve amounts that will not exceed the mandatory competitive bid threshold, shall also be let in the manner prescribed above whenever practicable, except that after solicitation of bids, such purchase orders or contracts may be let in the open market, in a manner calculated to insure the best interests of the public. The provisions of this section are subject to any contrary provisions contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended. For purposes of this Section, the "mandatory competitive bid threshold" is a dollar amount equal to 0.1% of the total general fixed assets of the district as reported in the most recent required audit report. In no event, however, shall the mandatory competitive bid threshold dollar amount be less than \$10,000 or more than \$40,000.

Notwithstanding the provisions of this Section, the sanitary district is expressly authorized to establish such procedures as it deems appropriate to comply with state or federal regulations as to affirmative action and the utilization of small and minority businesses in construction

and procurement contracts.
(Source: P.A. 92-195, eff. 1-1-02.)

(70 ILCS 2605/11.4) (from Ch. 42, par. 331.4)

Sec. 11.4. Contracts which by their nature are not adapted to award by competitive bidding, such as, but not only, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the purchase or sale of utilities and contracts for materials economically procurable only from a single source of supply and leases of real property where the sanitary district is the lessee shall not be subject to the competitive bidding requirements of this Act. The sanitary district is expressly authorized to procure from any federal, state or local governmental unit or agency such surplus materials, as may be made available without conforming to the competitive bidding requirements of this Act. Regular employment contracts, whether classified in civil service or not, shall not be subject to the competitive bidding requirements of this Act.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.5) (from Ch. 42, par. 331.5)

Sec. 11.5. In the event of an emergency affecting the public health or safety, so declared by action of the board of trustees, which declaration shall describe the nature of the injurious effect upon the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The declaration shall fix the date upon which such emergency shall terminate. The date may be extended or abridged by the board of trustees as in its judgment the circumstances require.

The executive director appointed in accordance with Section 4 of this Act shall authorize in writing and certify to the director of procurement and materials management those officials or employees of the several departments of the sanitary district who may purchase in the open market without filing a requisition or estimate therefor, and without advertisement, any supplies, materials, equipment or services, for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of \$50,000; provided, that the director of procurement and materials management shall be notified of such emergency. A full written account of any such emergency together with a requisition for the materials, supplies, equipment or services required therefor shall be submitted immediately by the requisitioning agent to the executive director and such report and requisition shall be submitted to the director of procurement and materials management and shall be open to public inspection for a period of at least one year subsequent to the

date of such emergency purchase. The exercise of authority in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the board of trustees under the first paragraph of this Section. (Source: P.A. 95-923, eff. 1-1-09; 96-165, eff. 8-10-09.)

(70 ILCS 2605/11.6) (from Ch. 42, par. 331.6)

Sec. 11.6. The head of each department shall notify the director of procurement and materials management of those officers and employees authorized to sign requests for purchases. Requests for purchases shall be void unless executed by an authorized officer or employee and approved by the director of procurement and materials management. Requests for purchases may be executed, approved and signed manually or electronically.

Officials and employees making requests for purchases shall not split or otherwise partition for the purpose of evading the competitive bidding requirements of this Act, any undertaking involving amounts in excess of the mandatory competitive bid threshold.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.7) (from Ch. 42, par. 331.7)

Sec. 11.7. All proposals to award purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold shall be published at least 12 calendar days in advance of the date announced for the receiving of bids, in a secular English language newspaper of general circulation in said sanitary district and shall be posted simultaneously on readily accessible bulletin boards in the principal office of the sanitary district. Nothing contained in this section shall be construed to prohibit the placing of additional advertisements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail either in the advertisement itself or by reference to plans, specifications or other detail on file at the time of publication of the first announcement, to enable the bidders to know what their obligation will be. The advertisement shall also state the date, time and place assigned for the opening of bids. No bids shall be received at any time subsequent to the time indicated in the announcement; however, an extension of time may be granted for the opening of such bids upon publication in the same newspaper of general circulation in said sanitary district stating the date to which bid opening has been extended. The time of the extended bid opening shall not be less than 5 days after publication, Sundays and legal holidays excluded.

Cash, cashier's check or a certified check payable to the clerk and drawn upon a bank, as a deposit of good faith, in a

reasonable amount not in excess of 10% of the contract amount, may be required of each bidder by the director of procurement and materials management on all bids involving amounts in excess of the mandatory competitive bid threshold. If a deposit is required, the advertisement for bids shall so specify. Instead of a deposit, the director of procurement and materials management may allow the use of a bid bond if the bond is issued by a surety company that is listed in the Federal Register and is authorized to do business in the State of Illinois.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.8) (from Ch. 42, par. 331.8)

Sec. 11.8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement or collusion. Any disclosure in advance of the opening of bids, on the terms of the bids submitted in response to an advertisement, made or permitted by the director of procurement and materials management or any officer or employee of said sanitary district shall render the proceedings void and shall require re-advertisement and re-award.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.9) (from Ch. 42, par. 331.9)

Sec. 11.9. All sealed bids shall be publicly opened by the director of procurement and materials management, or his designee, and such bids shall be open to public inspection for a period of at least 48 hours before award is made; provided, this provision shall not apply to the sale of bonds, tax anticipation warrants or other financial obligations of the sanitary district.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.10) (from Ch. 42, par. 331.10)

Sec. 11.10. Every contract or purchase order involving amounts in excess of the mandatory competitive bid threshold shall be signed by the president or other duly authorized officer of the board of commissioners, by the executive director, by the clerk and by the director of procurement and materials management. Each bid with the name of the bidder shall be entered upon a record which shall be open to public inspection in the office of the director of procurement and

materials management. After the award is made, the bids shall be entered in the official records of the board of commissioners.

All purchase orders or contracts involving amounts that will not exceed the mandatory competitive bid threshold shall be let by the director of procurement and materials management. They shall be signed by the director of procurement and materials management and the clerk. All records pertaining to such awards shall be open to public inspection for a period of at least one year subsequent to the date of the award.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consent of the director of procurement and materials management shall be retained by the director of procurement and materials management in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. Certified copies of all completed contracts and purchase orders shall be filed with the clerk. After the appropriate period, purchase orders, contracts and attachments in the clerk's possession may be destroyed by direction of the director of procurement and materials management.

The provisions of this Act are not applicable to joint purchases of personal property, supplies and services made by governmental units in accordance with Sections 1 through 5 of "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly," approved August 15, 1961.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.11) (from Ch. 42, par. 331.11)

Sec. 11.11. In determining the responsibility of any bidder, the director of procurement and materials management may take into account, in addition to financial responsibility, past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specific time and other pertinent factors, including but not limited to whether the equipment or material is manufactured in North America.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.12) (from Ch. 42, par. 331.12)

Sec. 11.12. Any and all bids received in response to an advertisement may be rejected by the director of procurement and materials management if the bidders are not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor do not conform to requirements, or if the public interest may be better served

thereby.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.13) (from Ch. 42, par. 331.13)

Sec. 11.13. Bond, with sufficient sureties, in such amount as shall be deemed adequate by the director of procurement and materials management not only to insure performance of the contract in the time and manner specified in said contract but also to save, indemnify and keep harmless the sanitary district against all liabilities, judgments, costs and expenses which may in anywise accrue against said sanitary district in consequence of the granting of the contract or execution thereof shall be required for all contracts relative to construction, rehabilitation or repair of any of the works of the sanitary district and may be required of each bidder upon all other contracts in excess of the mandatory competitive bid threshold when, in the opinion of the director of procurement and materials management, the public interest will be better served thereby.

In accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended, all contracts for construction work, to which the sanitary district is a party, shall require that the contractor furnish bond guaranteeing payment for materials and labor utilized in the contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.14) (from Ch. 42, par. 331.14)

Sec. 11.14. No contract to which the sanitary district is a party shall be assigned by the successful bidder without the written consent of the director of procurement and materials management. In no event shall a contract or any part thereof be assigned to a bidder who has been declared not to be a responsible bidder in the consideration of bids submitted upon the particular contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.15) (from Ch. 42, par. 331.15)

Sec. 11.15. No person shall be employed upon contracts for work to be done by any such sanitary district unless he or she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of

Title 8 of the United States Code, or an individual who is otherwise legally authorized to work in the United States. (Source: P.A. 98-280, eff. 8-9-13; 99-231, eff. 8-3-15.)

(70 ILCS 2605/11.16) (from Ch. 42, par. 331.16)

Sec. 11.16. The executive director, with the advice and consent of the board of trustees, shall appoint the director of procurement and materials management. Any person appointed as the director of procurement and materials management must have served at least 5 years in a responsible executive capacity requiring knowledge and experience in large scale purchasing activities.

In making the appointment, the president shall appoint an advisory committee consisting of 5 persons, one of whom shall be the executive director, which advisory board shall submit not fewer than 3 names to the general superintendent for the appointment. The executive director shall make the appointment from nominees submitted by the Advisory Committee after giving due consideration to each nominee's executive experience and his ability to properly and effectively discharge the duties of the director of procurement and materials management.

The director of procurement and materials management may be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.17) (from Ch. 42, par. 331.17)

Sec. 11.17. Powers of director of procurement and materials management. The director of procurement and materials management shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the agent of the sanitary district in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies in conformity with this Act; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be; (e) enforce written specifications describing standards established pursuant to this Act; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise or require such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such

sanitary district such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies, and equipment to or between the various requisitioning agencies and to trade in, sell, donate, or dispose of any materials, supplies, or equipment that may become surplus, obsolete, or unusable; except that materials, supplies, and equipment may be donated only to not-for-profit institutions; (j) control and maintain adequate inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of the sanitary district; (k) assume such related activities as may be assigned to him from time to time by the board of trustees; and (m) submit to the board of trustees an annual report describing the activities of his office. The report shall be placed upon the official records of the sanitary district or given comparable public distribution. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.18) (from Ch. 42, par. 331.18)

Sec. 11.18. The board of trustees is expressly authorized to establish a revolving fund to enable the director of procurement and materials management to purchase items of common usage in advance of immediate need. The revolving fund shall be reimbursed from appropriations of the using agencies. No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of this Section an officer or employee of the sanitary district is deemed to have a direct financial interest in a bid, purchase order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is a party to any bid, purchase order, lease or contract with the sanitary district.

Any officer or employee convicted of a violation of this section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.19) (from Ch. 42, par. 331.19)

Sec. 11.19. No department, office, agency or instrumentality, officer or employe of the sanitary district, shall be empowered to execute any purchase order or contract except as expressly authorized by this Act. (Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.19a) (from Ch. 42, par. 331.19a)

Sec. 11.19a. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly. (Source: P.A. 84-731.)

(70 ILCS 2605/11.20) (from Ch. 42, par. 331.20)

Sec. 11.20. There shall be a board of standardization, composed of the director of procurement and materials management of the sanitary district who shall be chairman, and 4 other members who shall be appointed by the president of the board of trustees of the sanitary district. The members shall be responsible heads of a major office or department of the sanitary district and shall receive no compensation for their services on the board. The board shall meet at least once each 3 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote of a majority of all members of the board. The chairman shall cause to be prepared a report describing the proceedings of each meeting. The report shall be transmitted to each member and shall be made available to the president and board of trustees of such sanitary district within 5 days subsequent to the date of the meeting and all such reports shall be open to public inspection, excluding Sundays and legal holidays.

The board of standardization shall: (a) classify the requirements of the sanitary district, including the departments, offices and other boards thereof, with respect to supplies, materials and equipment; (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of the sanitary district; and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization. However, all specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such sanitary district shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the director of procurement and materials management. The specification shall form a part of the purchase order or contract, and the performance of all such contracts shall be supervised by the engineering agency designated in the contracts.

In the preparation or revision of standard specifications the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non-public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall,

until rescinded, apply alike in terms and effect to every purchase order or contract for the purchase of any commodity, material, supply or equipment. The specifications shall be made available to the public upon request.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.21) (from Ch. 42, par. 331.21)
Sec. 11.21. Official ordinances authorized by this Act shall be adopted by formal action of the board of trustees of the sanitary district and shall be published for the information of the public.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.22) (from Ch. 42, par. 331.22)
Sec. 11.22. Any purchase order or contract executed in violation of this Act shall be null and void. Public funds which have been expended thereon, may be recovered in the name of the sanitary district in any court of competent jurisdiction.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.23) (from Ch. 42, par. 331.23)
Sec. 11.23. The comptroller of the sanitary district shall conduct audits of all expenditures incident to all purchase orders and contracts awarded by the director of procurement and materials management. The comptroller shall report the results of such audits to the president and board of trustees.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.24) (from Ch. 42, par. 331.24)
Sec. 11.24. (a) A person or business entity shall be disqualified from doing business with The Metropolitan Sanitary District of Greater Chicago for a period of 5 years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act of bribery or attempting to bribe an officer or employee of the federal government or of a unit of any state or local government or school district in that officer's or employee's official capacity; or
2. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Federal Sherman Anti-Trust Act and Clayton Act; or

3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois or any other state; or

4. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Federal Sherman Anti-Trust Act and Clayton Act; or

5. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois or any other state; or

6. has been convicted of defrauding or attempting to defraud the Federal government or a unit of any state or local government or school district; or

7. has made an admission of guilt of such conduct as set forth in subsections 1 through 6 above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8. has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud as set forth in subsections 1 through 6 above.

(b) "Business entity" as used in this section means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(c) A business entity shall be disqualified if the following persons are convicted of, have made an admission of guilt, or enter a plea of nolo contendere to a disqualifying act described in paragraph (a), subsections 1 through 6, regardless of whether or not the disqualifying act was committed on behalf or for the benefit of such business entity:

- (1) a person owning or controlling, directly or indirectly, 20% or more of its outstanding shares; or
- (2) a member of its board of directors; or
- (3) an agent, officer or employee of such business entity.

(d) Disqualification Procedure. After bids are received, whether in response to a solicitation for bids or public advertising for bids, if it shall come to the attention of the director of procurement and materials management that a bidder has been convicted, made an admission of guilt, a plea of nolo contendere, or otherwise falls within one or more of the categories set forth in paragraphs (a), (b) or (c) of this Section, the director of procurement and materials management shall notify the bidder by certified mail, return receipt requested, that such bidder is disqualified from doing business with the Sanitary District. The notice shall specify the reasons for disqualification.

(e) Review Board. A review board consisting of 3 individuals shall be appointed by the Executive Director of the Sanitary District. The board shall select a chairman from its own members. A majority of the members shall constitute a quorum and all matters coming before the board shall be determined by a majority. All members of the review board shall serve without compensation, but shall be reimbursed actual expenses.

(f) Review. The director of procurement and materials management's determination of disqualification shall be final

as of the date of the notice of disqualification unless, within 10 calendar days thereafter, the disqualified bidder files with the director of procurement and materials management a notice of appeal. The notice of appeal shall specify the exceptions to the director of procurement and materials management's determination and shall include a request for a hearing, if one is desired. Upon receipt of the notice of appeal, the director of procurement and materials management shall provide a copy to each member of the review board. If the notice does not contain a request for a hearing, the director of procurement and materials management may request one within 5 days after receipt of the notice of appeal. If a hearing is not requested, the review board may, but need not, hold a hearing.

If a hearing is not requested, the review board, unless it decides to hold a hearing, shall review the notice of disqualification, the notice of appeal and any other supporting documents which may be filed by either party. Within 15 days after the notice of appeal is filed, the review board shall either affirm or reverse the director of procurement and materials management's determination of disqualification and shall transmit a copy to each party by certified mail, return receipt requested.

If there is a hearing, the hearing shall commence within 15 days after the filing of the notice of appeal. A notice of hearing shall be transmitted to the director of procurement and materials management and the disqualified bidder not later than 12 calendar days prior to the hearing date, by certified mail, return receipt requested.

Evidence shall be limited to the factual issues involved. Either party may present evidence and persons with relevant information may testify, under oath, before a certified reporter. Strict rules of evidence shall not apply to the proceedings, but the review board shall strive to elicit the facts fully and in credible form. The disqualified bidder may be represented by an attorney.

Within 10 calendar days after the conclusion of the hearing, the review board shall make a finding as to whether or not the reasons given in the director of procurement and materials management's notice of disqualification apply to the bidder, and an appropriate order shall be entered. A copy of the order shall be transmitted to the director of procurement and materials management and the bidder by certified mail, return receipt requested.

(g) All final decisions of the review board shall be subject to review under the Administrative Review Law.

(h) Notwithstanding any other provision of this section to the contrary, the Sanitary District may do business with any person or business entity when it is determined by the director of procurement and materials management to be in the best interest of the Sanitary District, such as, but not limited to contracts for materials or services economically procurable only from a single source.

(Source: P.A. 95-923, eff. 1-1-09.)

EXHIBIT 3

MWRDGC'S MULTI-PROJECT LABOR AGREEMENT (MPLA)

MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)

With

CERTIFICATE OF COMPLIANCE

CONTAINS:

- 1) MPLA – EFFECTIVE OCTOBER 6, 2017**
- 2) CERTIFICATE OF COMPLIANCE**

MPLA-CC-01

**GENERAL REQUIREMENTS UNDER THE
MULTI-PROJECT LABOR AGREEMENT**

The following is a brief summary of a Bidder's responsibilities under the MPLA. Please refer to the terms of the MPLA for a full and complete statement of its requirements.

Your firm is required to complete the Certificate of Compliance indicating that your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. Compliance with the MPLA, is as follows:

If the Bidder or any other entity performing work under the contract is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member.

Note: The MPLA is not applicable when the performance of work is outside Cook County, Illinois, or if repair and maintenance work on equipment is performed at a Bidder's facility.

Revised October 2017

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
MULTI-PROJECT LABOR AGREEMENT FOR COOK COUNTY

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD" or "District"), a public body, as Owner, in its proper capacity, on behalf of itself and each of its contractors and subcontractors of whatever tier ("Contractors") and shall be applicable to Construction Work on Covered Projects, both defined herein, to be performed by the District's Contractors along with each of the undersigned labor organizations signatory to the Chicago and Cook County Building and Construction Trades Council and, as appropriate, the Teamsters Joint Council No. 25, or their affiliates who become signatory hereto (collectively "Union(s)").

This Agreement is entered into in accordance with all applicable local state and federal laws. The District recognizes the public interest in timely construction and labor stability.

WHEREAS, MWRD is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of projects overseen by MWRD in the geographical boundaries of Cook County. All of the District's Construction Work within those boundaries ("Covered Projects") will be recognized as covered under the terms of this Agreement regardless of the source of the Funds for the Project. Due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by MWRD, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of said Covered Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of these Covered Projects by using their best efforts to ensure that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work regardless of the source of the Funds for the Project. Experience has proven the value of such cooperation and mutual undertakings; and

WHEREAS, the Parties acknowledge that the District is not to be considered an employer of any employee of any Contractor covered under this Agreement, and the District acknowledges that it has a serious and ongoing concern regarding labor relations associated with its Covered Projects, irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, MWRD shall neither contract, nor permit any other person, firm, company, or entity to contract or subcontract for any Construction Work on any Covered Project under this Agreement, unless such work is performed by a person, firm, or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the appropriate trade/craft Union(s) affiliated with the Chicago & Cook County Building & Construction Trades Council or, as appropriate, the Teamsters' Joint Council No. 25. Copies of all applicable, current collective bargaining agreements constitute Appendix A of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement.

MPLA-CC-03

Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

- a. The Parties agree that the repair of heavy equipment, thermographic inspection, and landscaping shall be defined and/or designated as Construction Work on all Covered Projects.
- b. The Unions acknowledge that some preassembled or prefabricated equipment and material will be used on Covered Projects. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the Unions to handle, transport, install, or connect such equipment or materials. Further, equipment and material procured from sources outside of the geographic boundaries of Cook County may be delivered by independent cargo, haulers, rail, ship and/or truck drivers and such delivery will be made without any disruption as the District will request its Contractors to request Union-affiliate employees to make deliveries to the Covered Project sites.
- c. Notwithstanding anything to the contrary herein, the terms of this Agreement shall not apply to work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly-skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.
- d. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
- e. A pre-construction meeting attended by representatives of the District, the Contractors, and Unions shall be scheduled for a date prior to commencement of a Covered Project. The nature of the project, the May 15, 2017 Covered Construction Work, the work assignments, and any other matters of mutual interest will be discussed. All parties participating in the pre-job conferences shall sign a pre-job-sign-in sheet. During the pre-job conference, or shortly thereafter, and before the commencement of the project, the contractor or subcontractor shall ensure that there has been submitted to the District a letter of good standing for the applicable trades explaining that the contractor or subcontractor is not delinquent with respect to any dues owed to the appropriate labor organization or with respect to any fringe contributions owed to the appropriate fringe benefit fund(s). If a union or fringe benefit fund does not produce a letter of good standing within seven (7) days after a request is made no such letter of good standing shall be required for that particular trade.
- f. The Unions agree to reasonably cooperate with the MWRD and Contractors in order to assist them in achieving the Worker Percentage Participation goals as defined in subsection (1) and (2) below. The Worker Percentage Participation goals are governed by federal requirements regarding federal construction contracts. To the extent these federal worker percentage participation goals are modified in the future, such modifications will automatically apply:

(1) 19.6% of the total aggregate of construction hours worked by employees of contractors and their subcontractors will be performed by African-American, Hispanic, Native American, Asian-Pacific, and Subcontinent Asian American workers.

(2) 6.9% of the total aggregate of construction hours worked by employees of the contractors and their subcontractors will be performed by female workers.

2. A contractor or subcontractor which is a successful bidder with respect to Covered Projects, but which is not signatory to the applicable area-wide collective bargaining agreements incorporated herein, shall be required to execute such applicable area-wide collective bargaining agreements within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified. In no event shall a contractor or subcontractor be required to sign any of the applicable agreements constituting Appendix A if the contractor or subcontractor does not employ the trade covered by the applicable Appendix A contract.

3. During the term of this Agreement, no Union signatory hereto nor any of its members, officers, stewards, agents, representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation, or interruption of production, or in any picketing of any Covered Project site covered by this Agreement for any reason whatsoever, including, but not limited to, the expiration of any collective bargaining agreement referred to in Appendix A, a dispute between the Parties and any Union or employee, or as a show of support or sympathy for any other Union employee or any other group. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, no adverse job action shall be directed against any Covered Project sites. All provisions of any subsequently negotiated collective bargaining agreement shall be retroactive for all employees working on the Covered Project.

4. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbilling, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.

5. Any Contractor signatory or otherwise bound, stipulated to, or required to abide by any provisions of this Agreement may implement reasonable project rules and regulations, and these rules and regulations shall be distributed to all employees on the Covered Project. Provided, however, that such rules and regulations shall not be inconsistent with the terms of this Agreement or any applicable area-wide collective bargaining agreement. Any Contractor shall have the right to discharge or discipline its Union employees who violate the provisions of this Agreement or any Covered Project's rules and regulations. Such discharge or discipline by a Contractor shall be subject to the Grievance/ Arbitration procedure of the applicable area-wide collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review or disturbed. Construction Work at any Covered Project site under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

6. The Unions understand and acknowledge that the District's Contractors are responsible to perform Construction Work as required by the District. The Contractors have complete authority to do the following, subject to District approval, if required, and if consistent with the terms of the collective bargaining agreements attached hereto:

- a. Plan, direct, and control the operations of all work;
- b. Hire and lay off employees as the Contractor deems appropriate to meet work requirements;
- c. Determine work methods and procedures;
- d. Determine the need and number of foremen;
- e. Require all employees to observe Contractor and/or District rules and regulations;
- f. Require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or the District; and
- g. Discharge, suspend, or discipline employees for proper cause.
- h. Abide by the rules set forth in each respective Trade Unions' Collectively Bargained Agreement pertaining to apprentice to journeymen ratios.

7. Nothing in the foregoing shall prohibit or restrict any Party from otherwise judicially enforcing any provision of its collective bargaining agreement between any Union and a Contractor with whom it has a collective bargaining relationship.

8. This Agreement shall be incorporated into all advertised contract documents after the Board of Commissioners adopts and ratifies this Agreement.

9. The term of this Agreement shall be five (5) years and shall be automatically extended from year to year unless the District or the Council Issues a written notice to terminate prior to ninety (90) days in advance of any expiration. Any Covered Project commenced during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the District.

10. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor.

11. In the event of a jurisdictional dispute by and between any Unions, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, Parties, including Contractors, consent to and agree that a final and binding resolution of the dispute shall be achieved in accordance with the terms of paragraph nine of the Joint Conference Board Standard Agreement between the Chicago & Cook County Building Trades Council and the Construction Employers' Association, attached hereto as Appendix B, and as may be modified from time to time during the term of this Agreement.

12. This Agreement shall be incorporated into and become a part of the collective bargaining agreements between the Unions signatory hereto and Contractors and their subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTP Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruction calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control systems Technicians, and the National Agreement of the International Union of Elevator Contractors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each Party hereto agrees to designate, in writing, a representative to whom problems which arise during the term of this Agreement may be directed. Within forty-eight (48) hours after notice of the existence of any problem, a representative of each Party shall meet to discuss and, where possible, resolve such problems. The representative of the Unions shall be President of the Chicago & Cook County Building & Construction Trades Council or his/her designee. The representative of MWRD shall be the District's Assistant Director of Engineering, Construction Division or his/her designee.

14. The District and the Contractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) on any Covered Project shall be that as contained or otherwise provided for in the relevant area-wide collective bargaining agreements attached as Appendix A to this Agreement. Nothing in the foregoing shall limit the District and/or Contractors from initiating their own substance abuse policy governing other employees performing work on a project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreements, the policy adopted by the District and/or Contractor may apply. The District is not responsible for administering any substance abuse policy for non-District employees.

15. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's Helmets to Hardhats program, and the Veteran's In Piping (V.I.P) program (this only pertains to the United Association Pipefitter's Local 597, Plumbers Local 130, and Sprinkler Fitter's Local 281), to serve as a resource for preliminary orientation, assessment of construction aptitude, and referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. The Contractors and Unions also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Covered Projects, including apprenticeship and employment opportunities on such projects. To the extent permitted by law, the Parties will give

appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

16. The Parties agree that Contractors working under the terms of this Agreement shall be required to utilize the maximum number of apprentices on Covered Projects as permitted under the applicable area-wide collective bargaining agreements contained in Appendix A, where feasible and practical.

17. Neither the District, the Contractors, nor the Unions shall discriminate against any employees of a protected class, including but not limited to on the basis of race, creed, color, national origin, age, or sex, in accordance with all applicable state and federal laws and regulations.

18. If any provision or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, it shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as amended, shall be enforced so as to give effect to the intention of the Parties insofar as possible.

19. Under this Agreement, any liability of the Parties shall be several and not joint. The District shall not be liable for any violations of this Agreement by any Contractor or Union, and any Contractor or Union shall not be liable for any violations of this Agreement by the District, any other Contractor, or any other Union. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable as specified in Paragraph 18, neither the District, nor any Contractor or Union, shall be liable for any action taken or not taken to comply with any court order.

20. The Parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this Agreement applies to provide a work environment free of illegal drugs and any concealed weapons, to maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

21. The use or furnishing of alcohol, weapons, or illegal drugs and the conduct of any other illegal activities at the job site is strictly prohibited. The Parties shall take every practical measure consistent with the terms of the applicable area-wide collective bargaining agreement to ensure that the job site is free of weapons, alcohol, and illegal drugs.

22. Each Union representing workers engaged in Construction Work on a Covered Project is bound to this Agreement with full authority to negotiate and sign this Agreement with the District.

23. All Parties represent that they have the full legal authority to enter into this Agreement.

24. This document, with the attached Appendices, constitutes the entire Agreement of the Parties and may not be modified or changed except by subsequent written agreement of the Parties.

September 6, 2017

25. Having been adopted by the Board of Commissioners on August 3, 2017, and ratified and effective as of the last date on the signature page, this agreement supersedes any other Multi-Project Labor Agreement previously entered into by the parties as of the date of ratification.

[Remainder of page intentionally left blank. Signature page follows.]

September 6, 2017

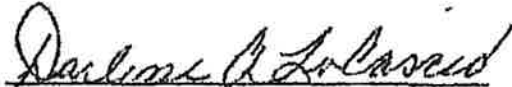
The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 16th day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago



David St. Pierre
Executive Director
Management



Darlene A. LoCascio
Director of Procurement and Materials

Approved as to Form and Legality



Helen Shields-Wright
Head Assistant Attorney *HSW*



Jacqueline Torres
Director of finance/Clerk



Susan T. Morakalis
Acting General Counsel

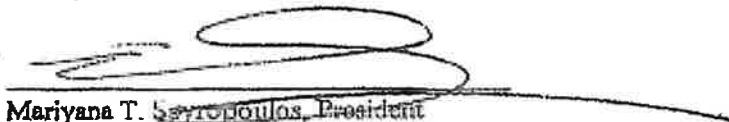


Frank Avila
Chairman of Finance



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

Approved


Mariyana T. Spyropoulos, President

MWRD PLA
September 6, 2017

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

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

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

APPROVED:


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


MWRD PA
September 6, 2017

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

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

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

APPROVED:



His Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PIA
September 6, 2017

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

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

On behalf of: SMART Local # 23
Labor Organization

APPROVED:

Ross Lewis
Its Duly Authorized Officer

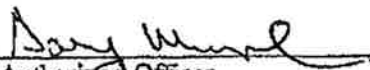
MWRD PLA
September 6, 2017

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

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

On behalf of: Roofers + Waterproofer's #11
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA
September 6, 2017

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

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

On behalf of: Plumbers Local 130UA
Labor Organization

APPROVED:

James F. Coyne
Its Duly Authorized Officer

MWRD P.A.
September 6, 2017

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

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

On behalf of: PIPEFITTERS LOCAL 597
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

September 6, 2017

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

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

On behalf of: Painters / Glaziers
Labor Organization

APPROVED:


Its Duly Authorized Officer

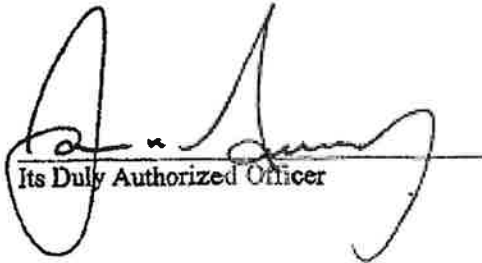
MWRD PLA
September 6, 2017

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

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

On behalf of: OPERATING ENGINEER USO
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA
September 6, 2017

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

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

On behalf of: Municipalists Local 126
Labor Organization

APPROVED:



Its Duly Authorized Officer

MARD PLA

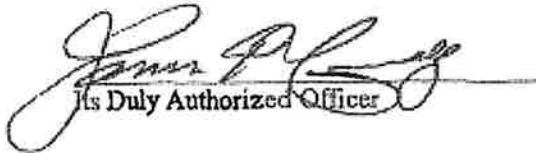
September 6, 2017

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

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

On behalf of: LABORERS' DISTRICT COUNCIL
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURD PLA

September 6, 2017

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

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

On behalf of: RIGGER LOCAL #136
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRP PLA

September 6, 2017

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

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

On behalf of: Iron Workers #63
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

September 6, 2017

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

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

On behalf of: IRON WORKERS #1
Labor Organization

APPROVED:

Craig Seibert
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

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

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

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

APPROVED:

Wm. J. McGin
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

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

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

On behalf of: IUEC LOCAL 2
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

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

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

On behalf of: Local 134 IBCU
Labor Organization

APPROVED:

Paul M
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

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

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

On behalf of: CRMUT MASON & PLASTER'S
Labor Organization

APPROVED:



Its Duly Authorized Officer

MUSD PLA

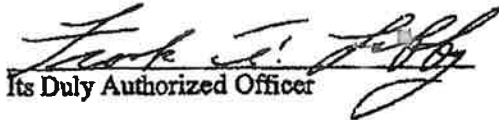
September 6, 2017

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

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

On behalf of CARPENTERS
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

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

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

On behalf of: BRIEF LAYERS AND ALLIED CRAFTS
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PUA


September 6, 2017

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

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

On behalf of: International Brotherhood of Boilermakers Local 0170
Labor Organization

APPROVED:


Its Duly Authorized Officer

September 6, 2017

APPENDIX A

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

Freedom of Information Act (FOIA)/Category of Records

September 6, 2017

APPENDIX B

11

MPLA-CC-32

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

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

MPLA-CC-33

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

CHRONOLOGY

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

Expiration Date: MAY 31, 2020

MPLA-CC-35

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PREAMBLE

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

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

DECLARATION OF PRINCIPLES

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

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

ARTICLES OF AGREEMENT

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

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

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

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

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

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

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

ARTICLE VII

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION EMPLOYERS'
ASSOCIATION

DocuSigned by:
Charles Usher, Sr.
NF477A5FA0081C0

BY Charles M. Usher

CHICAGO & COOK COUNTY
BUILDING & CONSTRUCTION
TRADES COUNCIL

DocuSigned by:
Tom Villanova
A3CD5068A8D10E

BY Thomas Villanova

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

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

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

(e.g. Operating Engineers 150)

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

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

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

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

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

Name of Company

By: _____
Signature of Authorized Officer

Attest: _____
Secretary

Dated: _____

EXHIBIT 4
AFFIRMATIVE ACTION ORDINANCE, REVISED APPENDIX D

AFFIRMATIVE ACTION ORDINANCE

REVISED APPENDIX D

OF THE

METROPOLITAN WATER RECLAMATION DISTRICT

OF GREATER CHICAGO

December 31, 2022

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

Section 1. Declaration of Policy

It is the policy of the Metropolitan Water Reclamation District of Greater Chicago (“District”) to ensure competitive business opportunities for minority and women-owned business enterprises in the award of and performance on District contracts; to prohibit discrimination on the basis of race, sex, color, disability, age, religion, national origin, sexual orientation, veteran status, or any other legally protected characteristic in the award of or participation on District contracts; and to abolish barriers to full participation on District contracts by all; and

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

The District is committed to creating equal opportunities for minority and women-owned businesses to participate in the award and performance on District contracts.

Section 2. Findings

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

Whereas, the District is committed to implementing its affirmative action program in conformance with the decision in *Croson* and its progeny; and

Whereas, in furtherance of this commitment, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago (“Board of Commissioners”) directed District employees and its outside consultant in 1989 to conduct an investigation into the scope of any discrimination in the award of and participation on District construction contracts, as well as in the construction industry in Metropolitan Chicago, the extent to which such discrimination or the effects thereof has denied and continues to deny minority and women’s business enterprises equal opportunity to participate on District contracts and to recommend the appropriate affirmative action steps to be taken to eliminate any such discrimination and its continuing effects; and

Whereas, on March 15, 1990, the District adopted its Revised Appendix D, Notice of Requirements for Affirmative Action Program to Ensure Minority, Small, and Women’s Business Participation (“Appendix D”), which was later amended on June 21, 2001; and

Whereas, in 2003, the United States District Court in *Builders Association of Greater Chicago v. City of Chicago*, 298 F. Supp.2d 725 (N.D. Ill. 2003) held that the evidence introduced at trial demonstrated that past and current discriminatory practices continue to place MBE and

WBE businesses at a competitive disadvantage in the award of governmental contracts and such practices have and continue to impede the growth and success of MBEs and WBEs; and

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

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

Whereas, in 2005, the United States District Court held in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005) that there is strong evidence of the effects of past and current discrimination against MBEs and WBEs in the construction industry in the Chicago area. The trial court's decision was affirmed in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 473 F.3d 715 (7th Cir. 2007); and

Whereas, a 2006 Cook County, Illinois report entitled, "Review of Compelling Evidence of Discrimination Against Minority-and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois", concluded that there is extensive evidence of discrimination against MBEs and WBEs in the Chicago area construction marketplace, and the participation of MBEs and WBEs in the County's construction Prime Contracts and Subcontracts is below the availability of such businesses; and

Whereas, in 2006, the District commissioned a report on discrimination of and barriers to construction opportunities in the Chicago area market for minority and women-owned businesses and recommendations for District actions to reduce such issues, which found continuing disparities in the Chicago area construction market; and

Whereas, in 2010, Cook County commissioned a new report, entitled "The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois", which found that MBEs and WBEs were not utilized in all industries in proportion to their availability; and

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

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

Whereas, in 2014, the District commissioned a Disparity Study, conducted by Colette Holt & Associates, on barriers to equal opportunities in the construction industry in the District's geographic and industry market areas and recommendations for District efforts to reduce such barriers, which found continuing disparities in the District's market area; and

Whereas, in 2015, the trial court in *Midwest Fence, Corp. v. U.S. Department of Transportation et al*, 2015 WL 139676 (N.D. Ill. March 24, 2015) held that discrimination continues to impede full and fair opportunities for disadvantaged business enterprises in the Illinois construction industry and this judgment was affirmed in 2016 by the Seventh Circuit Court of Appeals at 840 F.3d. 932; and

Whereas, in 2021, the District again commissioned a Disparity Study, conducted by Colette Holt & Associates, which likewise found that there continues to be barriers to equal opportunities for construction firms owned by minorities and women to compete for District contracts, both as Prime Contractors and Subcontractors; and

Whereas, based upon the 2021 Disparity Study, the District has determined that it has a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against minority and women-owned businesses in its market such that it will not function as a passive participant in the market failure of discrimination; and

Whereas, the Affirmative Action Program, adopted by the District on July 20, 1978 and amended from time to time, is hereby modified to further continue to ameliorate the effects of racial and gender discrimination in the marketplace; and

Whereas, the remedies adopted herein by the District will not overly burden non-MBE and non-WBE businesses in the award of District contracts; and

Whereas, the Board of Commissioners will periodically review minority and women-owned participation in contracts awarded by the District to ensure that the District continues to have a compelling interest in remedying discrimination and that the measures adopted herein remain narrowly tailored to accomplish that objective;

Now, therefore, the District's Board of Commissioners hereby adopts this Revised Appendix D:

Section 3. Purpose and Intent

The purpose and intent of this Affirmative Action Ordinance Revised Appendix D ("Revised Appendix D") is to mitigate the present effects of discrimination on the basis of race, ethnicity, or sex in opportunities to participate on the District's contracts as either a Prime Contractor or a Subcontractor and to achieve equitable utilization of minority and women-owned business enterprises on District contracts.

Section 4. Coverage

The following provisions, together with relevant forms, will apply and be appended to every Construction Contract awarded by the District where the total approved expenditure is in

excess of one hundred thousand dollars (\$100,000.00), except contracts approved by the Board of Commissioners pursuant to Sections 11:4 and 11.5 of the District's Purchasing Act (70 ILCS 2605).

Section 5. Definitions

The meaning of these terms in this Revised Appendix D are as follows:

- (a) "Administrator" means the District's Affirmative Action Program Administrator.
- (b) "Affiliate" of an individual or entity means an individual or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the individual or entity. In determining affiliation, the District will consider all appropriate factors, including common ownership, common management, and contractual relationships.
- (c) "Annual Aspirational Goals" means the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs on District Construction Contracts.
- (d) "Bidder" means an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, a limited liability company, or any other entity which has submitted a bid on a District contract.
- (e) "Books and Records" include, but are not limited to, payroll records, bank statements, bank reconciliations, accounts payable documents, account receivable documents, ledgers, all financial software, and all employer business tax returns.
- (f) "Calendar Days" in computing any period of time described herein, the day from which the period begins to run will not be counted (*e.g.*, if a notice is issued on a Monday, the countdown of days starts on Tuesday). When the last day of the period is a Saturday or Sunday, the period does not extend to the next day. Only in instances where District offices are closed in observance of a federal holiday, will the period extend to the next day.
- (g) "Construction Contract" means any District contract, agreement, or amendment thereto, providing for a total expenditure in excess of one hundred thousand dollars (\$100,000.00) for the construction, demolition, replacement, major repair or renovation, and maintenance of real property and improvement thereon or sludge hauling, and any other construction related contract which the District deems appropriate to be subject to this Revised Appendix D.
- (h) "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by performing, managing, and supervising the work involved, or fulfilling responsibilities.
- (i) "Contract Goals" means the numerical percentage goals for MBE or WBE participation to be applied to an eligible District Construction Contract subject to this Revised Appendix D for the participation of MBEs and WBEs based upon the scope of work of the contract, the availability of MBEs and WBEs to meet the goals, and the District's progress towards meeting its annual MBE and WBE goals.
- (j) "Dealer" means a business that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

To be a dealer, the business must engage in, as its principal business, and under its own name, the purchase and sale of the products in question. A business that operates as a dealer in bulk items such as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers do not meet the definition of dealers.

(k) "Director" means the District's Director of Procurement and Materials Management, formerly known as the Purchasing Agent.

(l) "Economically Disadvantaged" means an individual with a Personal Net Worth of less than \$2,000,000.00, indexed annually for the Chicago Metro Area Consumer Price Index, published by the United States Department of Labor, Bureau of Labor Standards, beginning January 2008.

(m) "Executive Director" means the chief administrative officer of the District, formerly known as the General Superintendent.

(n) "Expertise" means demonstrated knowledge, skills, or ability to perform in the field of endeavor in which certification is sought by the business as defined by normal industry practices, including licensure, where required.

(o) "Good Faith Efforts" means honest, fair, and commercially reasonable actions undertaken by a Prime Contractor to meet the MBE or WBE Contract Goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Contract Goals.

(p) "Hearing Officer" is an attorney licensed to practice in the State of Illinois and appointed by the Board of Commissioners to conduct hearings regarding a Prime Contractor's or Subcontractor's compliance or non-compliance with this Revised Appendix D.

(q) "Joint Venture" means an association of two or more individuals, or any combination of types of business enterprises and individuals numbering two or more, proposing to function as a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill, and knowledge, and in which the certified business is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners, their relationship, and detailing their respective responsibilities on the contract.

(r) "Job Order Contract" or "JOC" means a business, fixed price, indefinite quantity contract designed to complete a large number of construction projects quickly.

(s) "Local Business" means a business located within the District's geographic market area as established by the 2021 Disparity Study, namely the counties of Cook, DuPage, Kane, Lake, McHenry, or Will, in the State of Illinois.

(t) "Manufacturer" means a business that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder. Brokers and packagers do not meet the definition of Manufacturer.

(u) "Minority-owned Business Enterprise" or "MBE" means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, Joint Venture, or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more Socially and Economically Disadvantaged individuals who are members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one (51) percent of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions, and daily business operations are controlled by one or more Minority Individuals.

(v) "Minority Individual" means a natural person who is a citizen of the United States or lawful permanent resident of the United States and one of the following:

(i) African American – An individual having origins in any of the Black racial groups of Africa and is regarded as such by the African American community of which the individual claims to be a part.

(ii) Hispanic American – An individual having origins from Mexico, Puerto Rico, Cuba, and South or Central America and is regarded as such by the Hispanic community of which the individual claims to be a part, regardless of race.

(iii) Asian American – An individual having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands or the Northern Marianas, and is regarded as such by the Asian American community of which the individual claims to be a part.

(iv) Native American – An individual having origins in any of the original peoples of North America and who is recognized through tribal certification as a Native American by either a tribe or a tribal organization recognized by the government of the United States of America.

(v) Individual members of other groups whose participation is required under state or federal regulations or by court order.

(vi) Individual members of other groups found by the District to be Socially Disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's marketplace or to do business with the District.

(w) "Personal Net Worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's Personal Net Worth does not include the individual's ownership interest in a business entity seeking to do business with the District or other certified MBE or WBE, provided that the other business is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse or recognized civil partner, an individual's Personal Net Worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other

retirement savings or investment programs, less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

(x) "Prime Contractor" means a contractor that is awarded a District contract and is responsible for the completion of the entire District contract, including purchasing all materials, hiring and paying Subcontractors, and coordinating all the work.

(y) "Program" means the program provisions established by this Revised Appendix D.

(z) "Small Business Enterprise" means a small business as defined by the United States Small Business Administration (SBA), pursuant to the business size standard found in 13 CFR Part 121, that is relevant to the scope of work the business seeks to perform on District contracts. A business is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the business' previous five (5) fiscal years, exceed the size standards of 13 CFR Part 121.

(aa) "Socially Disadvantaged" means a Minority Individual or woman who has been subjected to racial, ethnic, or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social Disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

(bb) "Subcontractor" means a party that enters into a subcontract agreement with a District Prime Contractor to perform work or provide materials on a District project.

(cc) "Tier" refers to the relationship of a Subcontractor to the Prime Contractor. A Subcontractor having a contract with the Prime Contractor, including a material supplier to the Prime Contractor, is considered a "first-tier Subcontractor," while a Subcontractor's Subcontractor is a "second-tier Subcontractor", and so forth. The Subcontractor is subject to the same duties, obligations, and sanctions as the Prime Contractor under this Revised Appendix D.

(dd) "Utilization Plan" means the plan, in the form specified by the District, which must be submitted by a Bidder listing the MBEs and WBEs that the Bidder intends to use in the performance of a contract, the scope of work, and the dollar values or the percentages of the work to be performed.

(ee) "Vendor List" means the District's list of businesses that are certified as minority-owned or women-owned by the City of Chicago, the County of Cook, the State of Illinois, the Women's Business Development Center, or the Chicago Minority Business Development Council, or as a Disadvantaged Business Enterprise by the Illinois Unified Certification Program, or as a Small Disadvantaged Business by the United States Small Business Administration.

(ff) "Women-owned Business Enterprise" or "WBE" means a local small business entity which is at least fifty-one (51) percent owned by one or more Socially and Economically Disadvantaged individuals who are women, or in the case of a publicly held corporation, fifty-one (51) percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women.

Determination of whether a business is at least fifty-one (51) percent owned by a woman or women will be made without regard to community property laws.

Section 6. Non-Discrimination and Affirmative Action Clause

As a prerequisite to selection, a Prime Contractor must agree in its bid proposal for a Construction Contract subject to this Revised Appendix D to the following commitments:

- (a) It will not discriminate on the basis of race, sex, color, disability, age, religion, national origin, sexual orientation, veteran status, or any other legally protected characteristic in the bid solicitation for or purchase of goods in the performance of its contract.
- (b) It will actively solicit bids for the purchase or subcontracting of goods or services from qualified MBEs and WBEs.
- (c) It will undertake Good Faith Efforts in accordance with the criteria established in this Revised Appendix D to ensure that qualified MBEs and WBEs are utilized in the performance of the Construction Contract and share in the total dollar value of the contract in accordance with each of the applicable Contract Goals established by the District for the participation of qualified MBEs and WBEs.
- (d) It will require its Subcontractors at all Tiers to make similar Good Faith Efforts to utilize qualified MBEs and WBEs.
- (e) It will maintain records and furnish to the District all requisite information and reports for monitoring of compliance with this Revised Appendix D.
- (f) It will designate an individual to act as an affirmative action coordinator on its behalf to facilitate the review of all concerns related to the participation of MBEs and WBEs.

Section 7. Race and Gender-Neutral Measures to Ensure Equal Opportunities for All Prime Contractors and Subcontractors

The District will develop and utilize measures to encourage and facilitate the participation of all businesses engaged in District construction contracting activities. These measures will include but are not limited to:

- (a) Unbundling by dividing large dollar value contracts into smaller dollar value contracts to facilitate the participation of MBEs and WBEs as Prime Contractors.
- (b) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules to facilitate the participation of interested Prime Contractors and Subcontractors.
- (c) Providing timely information on contracting procedures, bid preparation, and specific contracting opportunities, including through an electronic system and social media.
- (d) Assisting MBEs and WBEs with training seminars on the technical aspects of preparing a bid for a District contract or otherwise participating on District Contracts.

- (e) Assisting businesses in overcoming barriers such as difficulty in obtaining financing and support for business development such as accounting, bid estimation, safety requirements, and quality control.
- (f) Prohibiting Prime Contractors from denying a subcontract to a MBE or WBE solely on the basis of that businesses inability to obtain the required performance bond.
- (g) Limiting the amount of insurance coverage required by a Prime Contractor for a subcontract to only that which is required for the portion of work to be performed by the Subcontractor.
- (h) Holding pre-bid conferences to explain the contract and to encourage Bidders to contact all available businesses about opportunities to perform as Subcontractors. The pre-bid conferences will be a mandatory requirement on all District contracts where this Revised Appendix D is applicable.
- (i) Adopting prompt payment procedures, including but not limited to, requiring that Prime Contractors promptly pay Subcontractors in compliance with Section 9 of the Local Government Prompt Payment Act, 50 ILCS 505/9, and investigating complaints or charges of excessive delay in payments.
- (j) Reviewing retainage, bonding, and insurance requirements to eliminate unnecessary barriers to contracting with the District.
- (k) Collecting information from Prime Contractors on District Construction Contracts which detail the bids received from all Subcontractors and the expenditures to Subcontractors on District Construction Contracts.
- (l) Developing a separate SBE program that is race and gender neutral which designates specific small dollar value contracts for bid only by certified SBE businesses.
- (m) Maintaining information on all businesses bidding on District contracts as both Prime Contractors and Subcontractors.
- (n) At the discretion of the Board of Commissioners, awarding a representative sample of District contracts without Contract Goals to determine MBE and WBE utilization in the absence of Contract Goals.
- (o) Referring complaints of discrimination against MBEs and WBEs to the appropriate authority for investigation and resolution.

Section 8. Support and Outreach

To provide optimal support to MBEs and WBEs desiring to participate on District contracts, the Administrator will facilitate support and outreach, which may be in-person and/or virtual as conditions permit, and may include the following:

- (a) Meeting with business organizations to engage in discussions regarding difficulties experienced by their members on District contracts and effective steps to minimize those difficulties.
- (b) Meeting with assist agencies and member businesses interested in working on District contracts to discuss upcoming opportunities.
- (c) Meeting with new vendors to provide information regarding completion of the District's vendor application and bid documents.
- (d) Meeting with Prime Contractors to collect feedback regarding their experiences under this Revised Appendix D.
- (e) Participation in mandatory pre-bid conferences, as applicable.
- (f) Hosting various seminars and support endeavors as the Administrator deems necessary for MBEs and WBEs to provide information on topics of interest, including financing, bonding, insurance, certification, bid estimation, safety requirements, and quality control.

Section 9. District Roles and Responsibilities

The District is responsible for promoting, supporting, and assisting in creating awareness of the Program such that it aides the Administrator in the implementation of the Annual Aspirational Goals, Contract Goals, and objectives of the Program. To reduce barriers to MBEs and WBEs participation on District contracts, all departments requesting bids, proposals, or any other solicitation governed by this Revised Appendix D will:

- (a) Provide notification of anticipated solicitations including the following information: the scope of work, experience required, insurance requirements, budget, schedule, bid specifications, and any other relevant information no later than fourteen (14) calendar days prior to the procurement announcement.
- (b) Evaluate anticipated solicitations to unbundle items or services to permit offers on quantities or scope of work less than the total requirement or the performance of discreet portions of the project, where feasible.
- (c) At least fourteen (14) calendar days before a solicitation will be advertised, forward a copy of the advertisement to the Administrator to ensure appropriate Program language has been included.
- (d) Ensure that all applicable provisions of the Program are included in bid specifications/proposals and contracts.
- (e) Monitor contracts to ensure compliance with the Program and provide notification to the Administrator in instances where problems with compliance arise.
- (f) Assist in the compilation of contract data for MBE and WBE availability and utilization.

(g) Provide the Administrator with a copy of, or independent electronic access to, the necessary information for each contract including, but not limited to, the contract value, pre-bid/pre-proposal sign in sheets, the bid or proposal results, any contract modifications, and an executed copy of the agreement.

(h) Notify the Administrator no later than ten (10) calendar days prior to any key post-award contract meetings or issues that could affect the Prime Contractor's ability to achieve the MBE or WBE commitment, such as contract kickoff meetings, monthly meetings, or meetings to address contract performance issues affecting MBE and WBE commitments.

(i) Require that each Prime Contractor submit to the Administrator, as part of its pay request process, the required Program information in the format required to ensure an accurate accounting of MBE and WBE participation.

(j) Support the Administrator by ensuring that Prime Contractors provide all necessary documents and information to close out the contract that provides a final accounting for MBE and WBE participation on the contract.

(k) Advertise contract opportunities via the District's website, and other avenues in consultation with the Administrator, where appropriate, to maximize MBE and WBE participation.

(l) Develop and advertise forecasts of upcoming procurement opportunities, including on an annual basis.

Section 10. Certification Eligibility

(a) The District is a self-certifying agency. In addition to issuing certifications, the District will accept certifications from the City of Chicago, Cook County, and other governmental agencies approved by the Administrator, issued within the last two (2) years of submittal. The District will verify a business' certification to ensure that the business meets the requirements of this Revised Appendix D. Any business that has been previously certified by the City of Chicago, Cook County, or another Administrator approved governmental agency shall be able to participate in an abbreviated verification process. Details regarding the abbreviated process will be maintained on the District's website.

(b) The verification permitted in Subsection (a) may take place in advance of the bid process or during the bid process. The District will maintain an online list of verified businesses.

(c) Only businesses that meet the criteria for certification as a MBE or WBE may be eligible for credit towards meeting Contract Goals. The business applying for District certification has the burden of production and persuasion by a preponderance of the evidence at all stages of the certification process.

(d) Only a business owned by a Socially and Economically Disadvantaged individual is eligible to participate in the Program.

(i) The business' ownership by a Socially and Economically Disadvantaged individual must be real, substantial, and continuing, going beyond *pro forma* ownership of the business as reflected in ownership documents. The owner must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(ii) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the business' operations, indispensable to the business' potential success, specific to the type of work the business performs, and documented in the business' records. The individual whose Expertise is relied upon must have a commensurate financial investment in the business.

(e) Only a business that is managed and controlled by a Socially and Economically Disadvantaged individual may be certified as a MBE or WBE.

(i) A business must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner. There can be no restrictions through corporate charter provisions, by-laws, contracts, or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner, without the cooperation or vote of any non-Socially and Economically Disadvantaged individual, from making any business decision, including making obligations or dispersing of funds.

(ii) The Socially and Economically Disadvantaged owner must possess the power to direct or cause the direction of the management and policies of the business and to make day-to-day as well as long term decisions on management, policy, operations, and work.

(iii) The Socially and Economically Disadvantaged owner may delegate various areas of the management or daily operations of the business to individuals who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner must retain the power to hire and fire any such individual. The Socially and Economically Disadvantaged owner must exercise control over the business' operations, work, management, and policy.

(iv) The Socially and Economically Disadvantaged owner must have an overall understanding of managerial and technical competence, experience, and Expertise, directly related to the business' operations and work. The Socially and Economically Disadvantaged owner must have the ability to intelligently and critically evaluate information presented by other participants in the business'

activities and to make independent decisions concerning the business' daily operations, work, management, and policymaking.

(v) If federal, state, or local laws, regulations, statutes, or District ordinance, or other legal regulations require the owner to have a particular license or other credential to own or control the business, then the Socially and Economically Disadvantaged owner must possess the required license or credential. If federal, state, or local laws, regulations, statutes, or District ordinance, or other legal regulations does not require that the Socially and Economically Disadvantaged owner possess the license or credential, and the Socially and Economically Disadvantaged owner lacks such license or credential, this information will be a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner actually controls the business.

(vi) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the business or prevents them from devoting sufficient time and attention to the affairs of the business, including the management and control of the business' day-to-day operations.

(f) Only an independent business may be certified as a MBE or WBE. An independent business is one whose viability does not depend on its relationship with another business. Recognition of an applicant as a separate entity for tax or corporate purposes is not sufficient to demonstrate that a business is independent. In determining whether an applicant is an independent business, the Administrator will:

(i) Evaluate relationships with non-certified businesses in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(ii) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner of the applicant for MBE or WBE certification and non-certified businesses or individuals thereby associated compromise the applicant's independence.

(iii) Examine the applicant's relationships with non-certified businesses to determine whether a pattern of exclusive or primary dealings with non-certified businesses compromises the applicant's independence.

(iv) Consider the consistency of relationships between the applicant and non-certified businesses with normal industry practice.

(g) All documentation submitted by an applicant will remain in the custody of the District pursuant to Local Records Act, 50 ILCS 205, whether or not the certification is approved.

(h) If it is determined by the Administrator that an applicant knowingly, willingly, and intentionally submitted false or misleading information during the verification process, the applicant will be referred to the appropriate law enforcement agency for investigation and prosecution, where applicable.

- (i) An applicant will be certified only for the specific types of work in which the Socially and Economically Disadvantaged owner for the MBEs and/or WBEs has the ability and Expertise to manage and control the business' operations and work.
- (j) An applicant will be certified only in the specific category for which they are applying. A business that is both a MBE and WBE will not automatically be certified as both if the application is submitted only in regards to one category.
- (k) The District will certify the eligibility of Joint Ventures involving MBEs and WBEs and non-certified businesses for credit towards a Contract Goal.
- (l) A business found to be ineligible may not apply for certification for two (2) years after the effective date of the final decision.
- (m) The certification status of all MBEs and WBEs will be reviewed every two (2) years by the Administrator. Failure of a business to seek recertification by filing the necessary documentation with the Administrator as required will result in decertification.
- (n) It is the responsibility of the certified business to notify the Administrator of any change in its circumstances affecting its continued eligibility, including change in ownership and licenses held by the business. Failure to do so will result in the business' decertification.
- (o) The Administrator will decertify a business that does not continuously meet the eligibility criteria.
- (p) Decertification by another agency will create a *prima facie* case for decertification by the District. The challenged business will have the burden of proving by a preponderance of the evidence that its District certification should be maintained.

Section 11. Appeals

A business that has been denied certification or recertification, or that has been decertified by the Administrator may protest the denial or decertification by filing a written appeal with the Executive Director. The appeal must meet the following criteria:

- (a) **Timeliness of appeals.** The appeal must be received by the Executive Director within ten (10) calendar days of the date of the letter denying certification, recertification, or decertifying. The appeal must be received no later than 4:30 p.m. central time zone on the tenth (10) calendar day. Any appeal received after this time will not be considered timely and will be automatically denied.
- (b) **Form of appeals.** Appeals may be a type-written hardcopy document delivered to the District or may be attached to electronic mail sent directly to the Executive Director no later than 4:30 p.m. If the appeal is a hard-copy document, it must be addressed to the Executive Director and delivered to 100 E. Erie no later than 4:30 p.m.
- (c) **Content of appeals.** The appeal must clearly articulate the basis on which it is being made and consist only of a letter clearly explaining why the business believes that the

Administrator's decision should not be upheld. No new documents may be submitted for the Executive Director's consideration. Only documents already in the possession of the Administrator will be considered in the appeal to the Executive Director.

(d) **Decision on appeals.** The Executive Director will carefully review all documents including the written request for appeal and will render a decision within thirty (30) calendar days of receipt of a timely appeal. The Executive Director's decision will be the final decision on the matter and is not subject to appeal or review.

(e) **Denial of appeals.** A business found to be ineligible for certification may not reapply for certification for two (2) years after the date of the final decision issued by the Executive Director.

Section 12. Schedule of Goals for Minority and Women-Owned Business Enterprise Utilization

In fulfillment of this policy to provide MBEs and WBEs full and equitable opportunities to participate on District contracts as both Prime Contractors and Subcontractors, the District will establish Annual Aspirational Goals for MBE and WBE participation, based on the availability of MBEs and WBEs in the District's geographic and procurement market area as established by the 2021 Disparity Study.

Section 13. Contract Goals

(a) The Administrator, based upon the information provided by the User Department, will establish Contract Goals for Construction Contracts based upon the availability of at least three (3) MBEs and three (3) WBEs registered on the District's Vendor List to perform the anticipated scope of work on the entire contract and the District's utilization of MBEs and WBEs to date.

(b) Where a substantial portion of the total Construction Contract cost is for the purchase of equipment, the Administrator may designate goals for only that portion of the contract relating to construction work and related supplies or modify the limitations on the credit for MBE and WBE suppliers.

(c) The Contract Goals will be designated in the contract documents.

(d) All contracts on which goals are placed will have goals that are narrowly tailored to the type of work being performed under the contract.

Section 14. Counting MBE and WBE Participation Towards Contract Goals

(a) A Bidder may achieve the Contract Goals by its status as a MBE or WBE, by entering into a Joint Venture with one or more MBEs and WBEs, by first-tier subcontracting a portion of the contract to one or more MBEs and WBEs, by direct purchase of materials or services from one or more MBEs and WBEs, or by any combination of the above.

(b) If a business is certified as both a MBE and a WBE, the Bidder may count the business' participation either toward the achievement of its MBE or WBE Contract Goal, but not

both. Participation by a business certified as both an MBE and a WBE cannot be split between the MBE and the WBE Contract Goal.

(c) When a MBE or WBE participates on a contract, the District will count only the value of the work actually performed by the MBE or WBE towards the Contract Goal.

(d) A Prime Contractor may count the entire amount of that portion of a contract that is performed by MBEs or WBEs own forces, including the cost of supplies and materials obtained and installed by the MBE or WBE for the work on the contract, and supplies purchased or equipment leased by the MBE or WBE used to directly perform the work on the contract, except supplies and equipment the MBE or WBE purchases or leases from the Prime Contractor or the Prime Contractor's Affiliate.

(e) Where a Bidder or first-tier Subcontractor engages in a Joint Venture to meet the Contract Goal, the Administrator will review the profits and losses, initial capital investment, actual participation of the Joint Venture in the performance of the contract with its own forces and for which it is separately at risk, and other pertinent factors of the Joint Venture, which must be fully disclosed and documented in the Utilization Plan in the same manner as for other types of participation, to determine the degree of MBE or WBE participation that will be credited towards the Contract Goal. The Joint Venture's Utilization Plan must evidence how it will meet the Contract Goal or document the Bidder's Good Faith Efforts to do so. The Administrator has the authority to review all records pertaining to Joint Venture agreements before and after the award of a contract in order to assess compliance with this Revised Appendix D. The MBE or WBE Joint Venture partner must have a history of proven Expertise in performance of a specific area of work and will not be approved for performing only general management of the Joint Venture. The specific work activities for which the MBE or WBE Joint Venture partner will be responsible and the assigned individuals must be clearly designated in the Joint Venture agreement. The Joint Venture must submit to the Administrator quarterly work plans, including scheduling dates of the tasks. The Administrator must approve the quarterly plans for the MBE or WBE Joint Venture partner's participation to be credited towards the Contract Goals.

(f) Only the participation of MBEs or WBEs that will perform as first-tier Subcontractors will be counted towards meeting the Contract Goals.

(g) Only expenditures to a MBE or WBE that is performing a Commercially Useful Function will be counted towards the Contract Goals.

(i) A business is considered to perform a Commercially Useful Function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing; managing, and supervising the work involved. The business must pay all costs associated with personnel, materials, and equipment. The business must be formally and directly responsible for the employment, supervision and payment of its workforce, must own and /or lease equipment, and must be responsible for negotiating price, determining quality and quantity and paying for and ordering materials used. The business cannot share employees with the Prime Contractor or its Affiliates. No payments for use of equipment or materials by the business can be made through deductions by the

Prime Contractor. No family members who own related businesses are allowed to lease, loan, or provide equipment, employees, or materials to the business.

(ii) A business does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed to obtain the appearance of MBE or WBE participation. The Prime Contractor is responsible for ensuring that the business is performing a Commercially Useful Function.

(iii) The District will evaluate the amount of work subcontracted, industry practices, and whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing, along with other relevant factors.

(iv) If a business subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a business is presumed not to be performing a Commercially Useful Function, the business may present evidence to the Administrator to rebut this presumption. If no rebuttal is presented, then the presumption will stand.

(h) Credit towards the Contract Goals will be allowed only for those direct services performed or materials supplied by MBEs or WBEs or first-tier Subcontractor MBEs or WBEs. No less than eighty-five (85) percent of their work must be performed with their own forces, through the use of its own management and supervision, employees, and equipment. If industry standards and practices differ, the business must furnish supporting documentation to rebut this presumption to the Administrator.

(i) Prime Contractors are prohibited from allocating MBE and WBE Subcontract work to items identified in a contract as allowances, contingencies, and unit price. Allocation by a Prime Contractor to these categories under the scope of work of a contract will result in the rejection of the Utilization Plan by the Administrator.

(j) Purchase of materials and supplies must be pre-approved if their purchase is related to Contract Goal attainment. The Bidder may count payments to MBE or WBE regular dealers or Manufacturers for Contract Goal attainment for no more than fifty (50) percent of each MBE or WBE goal, unless otherwise approved by the Administrator. If the Bidder exceeds the supplier exception amount allowable as stated in the bid documents, the bid will be viewed as non-responsive.

(k) If a business ceases to be certified during its performance on a contract, the dollar value of work performed under the contract with that particular business after it has ceased to be certified will not be counted.

(l) In determining achievement of Contract Goals, the participation of a MBE or WBE will not be counted until that amount, including retention, has been paid to the MBE or WBE.

Section 15. Utilization Plan Submission

(a) Compliance documents must be submitted as detailed in the bid solicitation. Failure to do so will render the bid non-responsive. The Administrator will review compliance documents for each bid submission to determine whether it meets the requirements herein.

(b) A Bidder must either meet the Contract Goals or establish its Good Faith Efforts to do so as described in this Revised Appendix D and the bid solicitation.

(c) Each Bidder must submit with its bid a completed and signed Utilization Plan that lists for each Subcontractor and supplier proposed to be used to perform the scope of work on the contract: the name; address; telephone number; electronic mail address; six-digit North American Industry Classification System code; a description of the work with contract item number; the dollar amount to be allocated to the business; the contact person of the business; and any other information required in the solicitation documents. Each Bidder's Utilization Plan must commit to MBE or WBE participation equal to or greater than each of the Contract Goals set forth in the bid solicitation, unless the Bidder requests a partial or total waiver of the requirement that it file a Utilization Plan or achieve a particular goal by submitting with the bid a signed Waiver Request in the form specified in the bid solicitation.

(d) Each Bidder must submit with its bid a signed MBE/WBE Subcontractor's Letter of Intent for each business proposed to meet the Contract Goals in the form specified in the bid solicitation, with a copy of each MBE or WBE current Letter of Certification from a state or local government or agency, or documentation demonstrating that the business is a MBE or WBE within the meaning of this Revised Appendix D. In the event of a conflict between the amounts stated on the Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent, the terms stated on the Utilization Plan will control. An original or scanned copy of the MBE/WBE Subcontractor's Letter of Intent will be acceptable.

(e) Where a Bidder has failed to meet the Contract Goals, it must file a Waiver Request documenting its Good Faith Efforts to meet the Contract Goals as provided in the format described in the bid solicitation. Following submittal of a Waiver Request, the Administrator will require the Prime Contractor to file a Contractor Information Form and provide additional documentation of its Good Faith Efforts in attempting to fulfill such goals.

(i) Good Faith Efforts will include, but are not limited to:

(1) Attending the mandatory pre-bid conference conducted by the District to acquaint Prime Contractors with MBEs and WBEs available to provide relevant goods and services and to inform MBEs and WBEs of subcontracting opportunities on a contract.

(2) Reviewing the Vendor List of available MBEs and WBEs maintained by the District, as well as other state and local governments and agencies, prior to the bid opening to identify qualified MBEs and WBEs for solicitation for bids.

(3) Soliciting, not less than fifteen (15) calendar days before the bid opening date, through reasonable and available means (e.g., written notices,

advertisements on social media) MBEs and WBEs that can provide services in the anticipated scopes of subcontracting on the contract.

(4) Providing MBEs and WBEs with convenient and timely opportunities to review and obtain relevant plans, specifications, or terms and conditions of the contract to enable such MBEs and WBEs to prepare an informed response to a Prime Contractor solicitation and following up initial solicitations to answer questions and encourage MBEs and WBEs to submit bids.

(5) Negotiating in good faith with interested MBEs and WBEs that have submitted bids and thoroughly investigated their capabilities. Evidence of such negotiations includes: the names, electronic mail addresses, and telephone numbers of MBEs and WBEs with whom the Bidder negotiated; a description of the information provided to MBEs and WBEs regarding the work selected for subcontracting; and explanations as to why agreements could not be reached with MBEs and/or WBEs to perform the work. The Bidder may not reject MBEs and WBEs as being unqualified without sound reasons. That there may be some additional costs involved in finding and using MBEs and WBEs is not in itself a sufficient reason for a Bidder's failure to meet the Contract Goals, as long as such costs are reasonable.

(6) Selecting those portions of the contract consistent with the available MBEs and WBEs, including where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation.

(7) Making efforts to assist interested MBEs and WBEs in obtaining financing or insurance as required by the District for performance on the contract, when applicable.

(8) Using the services and assistance of the District; MBE and WBE assistance groups; local, state, and federal minority or woman business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs and WBEs.

(ii) Failure of a Bidder to provide requested information to the Administrator or to cooperate with the Administrator's investigation may be grounds for the rejection of a bid submission or a Waiver Request.

(iii) Upon completion of the investigation, the Administrator will inform the Director of his or her findings.

(iv) Thereafter, the Administrator will determine whether to grant the Waiver Request based on the Bidder's Good Faith Efforts at the time of the bid submission.

(v) Where the Administrator determines that a Bidder has not made Good Faith Efforts, the Director will declare the bid submission non-responsive and reject the bid.

(f) A Prime Contractor's submission of a Utilization Plan that commits to MBE or WBE participation equal to or greater than the Contract Goals does not provide a basis for a higher bid, an increase in contract price, or a later change order.

(g) The requirement to submit a Utilization Plan and MBE/WBE Subcontractor's Letter of Intent applies when the individual project is awarded under a Job Order Contract.

(i) A Prime Contractor awarded a Job Order Contract must submit with each work order issued under such a contract its Utilization Plan that lists the name, address, telephone number, electronic mail address, and contact person for each MBE and WBE to be used on the work order, as well as a description of work to be performed and the dollar amount to be allocated to the MBE or WBE. The Prime Contractor must submit with each work order a MBE/WBE Subcontractor's Letter of Intent from each certified business.

(ii) A Prime Contractor awarded a Job Order Contract will be subject to the compliance monitoring provisions contained in this Revised Appendix D. The Prime Contractor must submit to the Administrator monthly documentation, as specified by the Administrator, demonstrating that the Prime Contractor has attained the Contract Goals for the completed portion of the Job Order Contract or that it has been unable to do so despite its Good Faith Efforts. Good Faith Efforts must be documented as provided in this Revised Appendix D.

Section 16. Bid Submission Compliance Review

(a) The Director, in coordination with the Administrator, will declare a bid submission non-responsive if a Bidder:

(i) Failed to submit with its bid a completed and signed Utilization Plan and signed MBE/WBE Subcontractor's Letter of Intent from each MBE and WBE listed on its Utilization Plan.

(ii) Failed to commit in its Utilization Plan to MBE and WBE participation equal to or greater than the Contract Goals unless the Bidder submitted with its bid a request a total or partial waiver of the Contract Goals.

(b) Where, after consultation with the Administrator, the Director determines that the Utilization Plan submitted by a Bidder is false or fraudulent, the bid will be rejected or, if the determination is made after the contract is awarded, the contract may be forfeited in accordance with the provisions of Article 28 of the General Conditions.

(c) Prior to the award of any contract, the Administrator will review the Utilization Plan, MBE/WBE Subcontractor's Letter of Intent, Letter of Certification, Contractor Information, and Waiver Request Form submitted by the apparent low Bidder and conduct any other investigation the Administrator deems appropriate to determine compliance.

(d) Within thirty (30) calendar days after request, the Prime Contractor must furnish executed copies of all MBE and WBE subcontracts to the Administrator. Subsequently, the Prime Contractor will obtain and submit a copy of all MBE and WBE contracts at all Tiers within five (5) calendar days of a written request.

(e) The Prime Contractor will set timetables for the use of its Subcontractors before ten (10) percent of the work is completed. Timetables may be modified during contract performance with the prior written approval of the Administrator.

(f) If requested by the Administrator, the Prime Contractor must submit a MBE and WBE work plan projecting the work tasks associated with a certified business' commitments prior to the award of the contract. The work plan must provide a description of the work to be subcontracted to MBEs and WBEs and non-certified businesses and the dollar amount, as well as the name of all Tiers of Subcontractors. The work plan will become a part of the Prime Contractor's commitment and the contract record and may not be changed without prior written approval of the Administrator.

Section 17. Mentor-Protégé Program

The mentor-protégé program has been designed to encourage Prime Contractors to actively participate in the development and mentoring of MBE and WBE businesses. To motivate Prime Contractors to participate in the mentor-protégé program, the District will include a three (3) percent Contract Goal credit towards the applicable mentee category on all contracts to which this Revised Appendix D is applied. In addition to providing mentoring opportunities, the mentor-protégé program will also provide increased access to resources which will facilitate improved economic growth and greater contracting opportunities for the MBE or WBE protégé. The following guidelines will apply to the mentor-protégé program:

(a) The mentor/Prime Contractor will indicate that it wishes to participate in the mentor-protégé program in its bid submission for a District contract. This indication will be considered as an application to participate in the mentor-protégé program, and the application will be subject to the review and approval of the Administrator.

(b) The mentor and protégé must have a relationship independent of the District that pre-exists the mentor/Prime Contractor's bid application. The District will not facilitate a relationship between a mentor and a protégé.

(c) To qualify as a mentor, the Prime Contractor must present evidence that it has been operating in the market in which the protégé conducts business for at least five (5) years; is in good financial standing as determined by its federal tax returns or audited financial statements; and has not been debarred, suspended, or had its business license revoked.

(d) To qualify as a protégé, the Subcontractor must be a MBE and WBE as defined in this Revised Appendix D. Additionally, the protégé must have at least one (1) year of work experience in the market in which the mentor conducts business.

(e) A mentor may only have a total of three (3) protégés at any given time, and no more than one (1) protégé per contract. This information must be provided to the Administrator at the time that the bid application is reviewed.

(f) A protégé may only have one (1) mentor at any given time. This information must be provided to the Administrator at the time that the bid application is reviewed.

(g) A business may not serve as a mentor and a protégé at the same time.

(h) The mentor and protégé must be separate and distinct businesses. The mentor cannot possess an ownership interest in the protégé business, nor can the businesses be otherwise affiliated outside of the mentor-protégé relationship, including any familial relationship. The Administrator will review and assess the nature of the relationship to ensure that this requirement is fulfilled.

(i) If the mentor-protégé agreement is terminated during the pendency of the District contract on which the mentor-protégé relationship has been approved, it is the obligation of the mentor/Prime Contractor to notify the Administrator within three (3) calendar days of the termination. Failure to notify the Administrator within this required timeframe may result in the mentor/Prime Contractor being prohibited from participating in the mentor-protégé program on future contracts. In the event of termination, the mentor/Prime Contractor will cease to receive any credit or recognition for work performed by the protégé/Subcontractor from the point the agreement has been terminated, separate from any credit or recognition for which it is otherwise entitled.

(j) In the event of termination of the original mentor-protégé agreement, the mentor will not be permitted to engage with another protégé for the same District contract. Likewise, no substitutions of a protégé will be permitted.

(k) Any application to the mentor-protégé program will be denied if, in the opinion of the Administrator, the mentor-protégé relationship presents no opportunity for professional benefit to the protégé, but instead serves only as vehicle for the mentor to receive Contract Goal credits on a District contract. The Administrator's decision on this matter will be final and is not subject to appeal or review.

(l) Violation of any of the provisions contained in this section will result in the mentor-protégé application being denied, or in the event that information pertaining to a violation is discovered after the application is approved, permission to participate in the mentor-protégé program will be revoked. The Administrator's decision on this matter will be final and is not subject to appeal or review.

Section 18. Contract Performance Compliance

(a) Following the award of a contract, the Administrator will review the Prime Contractor's compliance with its MBE and WBE commitments during the performance of the contract.

(b) The Prime Contractor will be required to submit the Affirmative Action Monthly MBE/WBE Status Report providing the information in the written format specified by the Administrator. Evidence of MBE and WBE Subcontractor participation and payments must be submitted as required to confirm Subcontractors' participation and payment. The Prime Contractor's failure to do so may result in a finding of non-compliance by the Administrator pursuant to Section 20 of this Revised Appendix D. The Administrator reserves the right to require that the Affirmative Action Monthly MBE/WBE Status Report be submitted electronically via the compliance system upon notice.

(c) District contract compliance officers and auditors, or their designees, must have access to the Prime Contractor's and Subcontractor's Books and Records, including certified payroll records, bank statements, employer business tax returns, and all records including

all computer records and books of account to determine Prime Contractor and Subcontractor compliance with Program requirements. The District has the sole discretion to perform audits at any time and without notice to the Prime Contractor or Subcontractor. A Prime Contractor must provide the Administrator with any additional compliance documentation within ten (10) calendar days of receipt of a written request.

(d) If District personnel observe that any Subcontractor other than those listed on the Utilization Plan is performing work or providing materials or equipment for those MBE and WBE Subcontractors listed on the Utilization Plan, the Prime Contractor will be notified in writing of an apparent violation and progress payments may be withheld. The Prime Contractor will have the opportunity to meet with the Administrator prior to a finding of non-compliance.

(e) The Prime Contractor is required to fill out the Supplemental Change Order Form or such other documents as the Administrator may require which details the names of the Subcontractors impacted and provides a description of the work and dollar amount of the change and the amended contract value. The Prime Contractor will submit the Supplemental Change Order Form along with any additional documents as required to the Administrator for approval.

(f) Where a partial or total waiver of the Contract Goals has been granted, the Prime Contractor must continue to make Good Faith Efforts during the performance of the contract to meet the Contract Goals, and the Administrator will provide technical assistance with respect to such efforts. The Administrator will require the Prime Contractor to provide documentation of its continuing Good Faith Efforts in attempting to fulfill the Contract Goals.

(g) The Prime Contractor cannot make any changes to the approved Utilization Plan without the prior written approval of the Administrator. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a MBE or WBE Subcontractor with its own forces or those of an Affiliate, a non-certified business, or another MBE or WBE. Failure to obtain the prior written approval of the Administrator will constitute a breach of the contract and subject the Prime Contractor to any and all available sanctions. Additionally, the participation of certified businesses that did not receive prior written approval by the Administrator will not be counted towards the Contract Goals.

(i) The Prime Contractor must demonstrate good cause to terminate or reduce the scope of work of the MBE or WBE to the satisfaction of the Administrator. Good cause is limited to the following circumstances:

(1) The listed MBE or WBE Subcontractor fails or refuses to execute a written contract.

(2) The listed MBE or WBE Subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.

- (3) The listed MBE or WBE is ineligible to work on public works projects because of suspension or debarment proceedings pursuant to federal, state, or local law.
 - (4) The Administrator has determined that the listed MBE or WBE Subcontractor is not a responsible contractor.
 - (5) The listed MBE or WBE Subcontractor voluntarily withdraws from the project and provides the Administrator with prior written notice of its withdrawal before a decision on certification eligibility by the Administrator is rendered.
 - (6) The listed MBE or WBE Subcontractor is ineligible to receive credit for the type of work required.
 - (7) The MBE or WBE owner dies or becomes disabled rendering the business unable to complete the work on the contract.
 - (8) Other good cause as determined in the Administrator's sole discretion.
- (ii) Good cause does not include instances where the Prime Contractor seeks to terminate a MBE or WBE so that the Prime Contractor can self-perform the work or substitute another MBE or WBE or non-certified Subcontractor to perform the work.
 - (iii) The Prime Contractor must give the MBE or WBE notice in writing, with a copy to the Administrator, of its intent to request to terminate or substitute, and the detailed reasons for the request. The Prime Contractor must give the MBE or WBE five (5) business days to respond to the notice and advise the Administrator of the reasons, if any, why the MBE or WBE objects to the proposed termination and why the Administrator should approve the request to terminate. If required in a particular case as a matter of public necessity (*e.g.*, safety), the Administrator may require a response period shorter than five (5) business days.
 - (iv) If the Prime Contractor proposes to terminate or substitute a MBE or WBE Subcontractor for any reason, the Prime Contractor must make Good Faith Efforts as defined herein to find a substitute MBE or WBE Subcontractor to meet its MBE or WBE contractual commitment. Its Good Faith Efforts must be directed at finding another MBE or WBE to perform or provide at least the same amount of work, material, or service under the contract as the original MBE or WBE to the extent necessary to meet the Contract Goals.
 - (v) The Prime Contractor must submit a MBE/WBE Subcontractor's Letter of Intent for each proposed new MBE or WBE Subcontractor.
 - (vi) The Administrator will review the substitution request and decide whether to grant the request based on the Prime Contractor's documented compliance with these provisions.

(h) In the event that a Prime Contractor fails to achieve the level of MBE or WBE participation described in its Utilization Plan as demonstrated by its request for a progress payment, the Administrator will provide written notice to the Prime Contractor regarding the deficiency and progress payments may be withheld until compliance is achieved. If additional instances of non-compliance occur, subsequent progress payments may also be withheld pending compliance. Failure to meet the Contract Goals as stated on the Utilization Plan will be a *prime facie* case of non-compliance.

(i) In the event that a Prime Contractor fails to achieve the level of MBE or WBE participation described in its Utilization Plan as the result of the District's elimination of the work to be performed by a MBE or WBE, the Prime Contractor must notify the Administrator in writing and request an amendment of its Utilization Plan. A letter of release signed by the Subcontractor must be included with the request.

(j) The Contract Goal obligation extends to all contract work covered by change orders. The obligation to make Good Faith Efforts to meet the Contract Goal extends to the entire performance of the contract. When contract work is added, the Prime Contractor must award that work to the MBE or WBE listed in its Utilization Plan, if the original scope of work is to be performed by a MBE or WBE listed in the Utilization Plan. If the original listed MBE or WBE cannot perform the additional work, the Prime Contractor must make Good Faith Efforts to secure MBE or WBE Subcontractors to perform the additional contract work so that the goal percentage committed to in the contract is maintained or the Contract Goal is achieved.

(k) When the scope of Contract work is deducted, the Prime Contractor must make Good Faith Efforts to achieve the Contract Goal percentages committed to in the Contract.

(l) The Prime Contractor must notify the Administrator in writing within ten (10) calendar days of its determination to request an amendment of its Utilization Plan. The Prime Contractor must give the MBE or WBE notice in writing, with a copy to the Administrator, of its intent to request a reduction in the scope of work, and the detailed reasons for the request. The Administrator will review the request for the reduction and decide whether to approve the request based on the Prime Contractor's documented compliance with these provisions.

(m) Where contract change orders are made individually or in the aggregate that increase the total value of the contract by more than ten (10) percent of the original contract value, the Prime Contractor will increase the utilization of all MBEs or WBEs, where feasible, so that the total value of the percentage of work performed by MBEs or WBEs as to increased contract value bears the same relationship to the total value of the contract, as modified by change orders, as the percentage of MBEs or WBEs utilization committed to in the Prime Contractor's original Utilization Plan.

Section 19. Compliance System

All contractors are to comply with Diversity's electronic compliance and monitoring system for reporting purposes. Failure to comply with these requirements may result in a finding

of non-compliance by the Administrator pursuant to Section 20 of this Revised Appendix D. The reporting requirements include, but are not limited to:

- (a) Prime Contractors are required to submit monthly Diversity spend numbers as well as make payments towards invoices submitted by Subcontractors, on a monthly basis.
- (b) Subcontractors are required to submit invoices for their work and to acknowledge payment from Prime Contractors when received.

Section 20. Sanctions for Non-Compliance

(a) Where the Administrator believes that the Prime Contractor or Subcontractor has: committed fraud or made misrepresentations to the District; failed to comply with this Revised Appendix D or its contract; provided false or fraudulent documentation; or failed to comply with its Utilization Plan, the Administrator will notify the Prime Contractor and/or Subcontractor in writing of such determination of non-compliance and withhold up to one hundred (100) percent of the current progress or final payment due to the Prime Contractor. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE or WBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments. The Prime Contractor and/or Subcontractor will have the right to meet with the Administrator within ten (10) calendar days of receipt of the notice. After conference and conciliation, the Administrator will determine whether the Prime Contractor and/or Subcontractor is complying.

(b) If the Administrator determines that the Prime Contractor and/or Subcontractor is not in compliance and the violation cannot be resolved by conference and conciliation, the Administrator will refer the matter to the Executive Director. Upon review of the matter, the Executive Director may return the referral to the Administrator with direction on how to proceed or may direct that the Prime Contractor and/or Subcontractor participate in a Show Cause hearing on a date certain to explain why further sanctions should not be imposed.

(i) The Prime Contractor and/or Subcontractor will have ten (10) calendar days after receipt of the Show Cause notice within which to file a response in writing with the Administrator. A hearing before a duly appointed Hearing Officer will be convened to provide the Prime Contractor and/or Subcontractor an opportunity to be heard with respect to the non-compliance. Within twenty (20) calendar days after the Executive Director's referral, the Hearing Officer will schedule a hearing to be held within twenty (20) calendar days of receipt of the referral. The District will carry the burden of proof as to non-compliance by a preponderance of the evidence. An official record will be kept with the Clerk of the District. All filings by the District or the Prime Contractor and/or Subcontractor should be made with the Clerk of the District, with courtesy copies going to the parties and the Hearing Officer.

(ii) The Hearing Officer will conduct the Show Cause hearing and issue findings of fact, conclusions of law, and recommendations regarding disposition of the hearing.

Procedures and rules governing the Show Cause hearings will be followed as adopted by the Board of Commissioners.

(iii) All Show Cause hearings must be conducted on the record and all testimony must be under oath and transcribed verbatim by a court reporter. All parties will be given the opportunity to present and respond to evidence. The Hearing Officer will conduct a fair hearing and maintain order and will abide by the Judicial Canons of Ethics enacted by the Illinois Supreme Court.

(iv) Within thirty (30) calendar days after the Show Cause hearing, the Hearing Officer will issue in writing to the Executive Director his/her written findings of fact, conclusions of law as to compliance, and recommendations with respect to any appropriate sanctions. The Executive Director will transmit the Hearing Officer's findings, conclusions, and recommendations to the Board of Commissioners which may impose sanctions for a Prime Contractor's and/or Subcontractor's non-compliance with this Revised Appendix D including, but not limited to:

(1) Withholding up to fifty (50) percent of the current progress or final payment due the Prime Contractor until the Administrator determines that the Prime Contractor is in compliance. Following the withholding of up to fifty (50) percent of the current progress payment, up to one hundred (100) percent of further progress payments may be withheld until the Prime Contractor is found to be in compliance. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE or WBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments.

(2) Declaring the Prime Contractor and/or Subcontractor to be non-responsible and disqualify/debar the Prime Contractor and/or Subcontractor from eligibility to bid on District Construction Contracts for a period of not less than one (1) year and not more than three (3) years. A business that is disqualified pursuant to the provisions of this Revised Appendix D will be precluded from participation on any District contract as a Prime Contractor, Subcontractor, and supplier for the period of disqualification. In cases involving the use of false documentation, the making of false statements, fraud or misrepresentation, the disqualification period will be not less than eighteen (18) months and not more than three (3) years for the second violation, and not less than two (2) years and not more than three (3) years for the third violation from the date of disqualification established by the Board of Commissioners' Order.

(3) Rejecting bid submissions by the Prime Contractor for other contracts not yet awarded when it is determined that the Prime Contractor participated in the use of false documentation, the making of false statements, or fraud or misrepresentation.

(4) For any MBE or WBE that has misrepresented its MBE or WBE status and failed to operate as an independent business performing a Commercially Useful Function, declaration by the Director that the MBE or WBE is ineligible to participate as a MBE or WBE in District contracts. A business that has been declared ineligible may not participate as a MBE or WBE for a period of not less than one (1) year and not more than three (3) years.

(5) Forfeiting and deducting from the Prime Contractor's progress or final payments under the contract an amount up to the dollar amount of its MBE or WBE goal commitment that the Prime Contractor failed to meet. The amount to be deducted will be based upon a determination of the extent to which the Prime Contractor made Good Faith Efforts to achieve such commitments at the sole discretion of the Administrator.

(6) Referring the matter to the Office of the Attorney General or Cook County State's Attorney for follow-up action, where applicable.

(c) The District's attorneys' fees and costs may be assessed against the Prime Contractor and/or Subcontractor where the Hearing Officer makes a finding that the Prime Contractor and/or Subcontractor used false documentation, made false statements, or committed fraud or misrepresentation.

(d) Notice of sanctions imposed by the Board of Commissioners for violations of this Revised Appendix D by the Prime Contractor, Subcontractor, or supplier will be spread upon the public record by the District, including but not limited to publication in the Record of Proceedings of the Board of Commissioners, posting on the District's website, publication in any type of media or newspaper publication, and direct notice by letter to governmental entities.

(e) The District may take other action, as appropriate, within the discretion of the Administrator, subject to the approval of the Hearing Officer and the Board of Commissioners.

Section 21. Federal Regulations

The provisions of this Revised Appendix D shall not apply to any contract in which there will be monetary contributions received from a federal agency and the requirements of the federal agency dictate automatic compliance with that agency's affirmative action program. No language contained in this Revised Appendix D shall be interpreted to diminish or supplant the Equal Employment Opportunity Commission requirements.

Section 22. Reporting and Review

The Administrator will provide biannual reports to the Board of Commissioners containing the following information:

(a) The level of MBE or WBE participation achieved during the prior calendar year or other time period on District Construction Contracts subject to this Revised Appendix D; and

- (b) Identification of any difficulties with the enforcement of this Revised Appendix D; and
- (c) Any recommendations with respect to improving the implementation of this Revised Appendix D.

Section 23. Sunset Provision

This Revised Appendix D will expire on December 31, 2027, unless the District finds its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against MBEs and WBEs so that the District will not function as a passive participant in a discriminatory marketplace in the District's Chicago construction industry and geographic market area.

Section 24. Repeal of Prior Inconsistent Provisions

All enactments and provisions previously adopted by the Board of Commissioners with regard to affirmative action on Construction Contracts subject to this Revised Appendix D that are inconsistent with the provisions contained in this Revised Appendix D are hereby expressly repealed.

Section 25. Severability

If any clause, sentence, paragraph, section, or part of this Revised Appendix D is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that judgment will not affect, impair, or invalidate the remainder of this Revised Appendix D and will be construed as if the clause, sentence, paragraph, section, or part had never been contained in this Revised Appendix D. The remaining language contained in this Revised Appendix D will remain in full force and effect. In lieu of such invalid, illegal, or unenforceable clause, sentence, paragraph, section, or part, there will be automatically added as part of this Revised Appendix D language as similar in its terms to such invalid, illegal, or unenforceable language as may be possible and be valid, legal, and enforceable.

Section 26. Effective Dates

This amendment to Revised Appendix D will be effective and apply to all bids for Construction Contracts advertised after December 31, 2022.

ADOPTED:

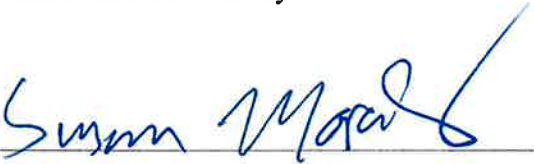


Kari K. Steele, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:



Head Assistant Attorney



General Counsel

EXHIBIT 5

VETERAN'S BUSINESS ENTERPRISE CONTRACTING POLICY, APPENDIX V

APPENDIX V

VETERAN-OWNED BUSINESS ENTERPRISE CONTRACTING POLICY REQUIREMENTS

Section 1. Purpose

The purpose of the Veteran-Owned Business Enterprise Contracting Policy (“Policy”) is to increase contracting opportunities with the Metropolitan Water Reclamation District of Greater Chicago (“District”) for veteran-owned and operated small business enterprises.

Section 2. Definitions

- (a) “Contract Goals” means the numerical percentage goals for MBE, WBE, and VBE participation to be applied to an eligible District contract subject to Affirmative Action Ordinance Revised Appendix D of the Metropolitan Water Reclamation District of Greater Chicago and this Appendix V for the participation of MBEs, WBEs, and VBEs based upon the scope of work of the contract and the availability of MBEs, WBEs, and VBEs to meet the goal, and the District’s progress towards meeting its annual MBE and WBE goals.
- (b) “Eligible Veteran” means an individual who has been a member of the armed forces of the United States and served for a total of at least six (6) months, or for the duration of hostilities regardless of the length of engagement, and
 - (i) was discharged on the basis of hardship; or
 - (ii) was released from active duty because of a service-connected disability; or
 - (iii) was discharged under honorable conditions.

Former members of the military with the following type of discharges are excluded from the Policy:

- (i) dishonorably discharge; or
 - (ii) bad conduct discharge; or
 - (iii) general discharge under other-than-honorable conditions.
- (c) “Good Faith Efforts” means honest, fair, and commercially reasonable actions undertaken by a prime contractor or consultant to meet the VBE Contract Goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Contract Goals.
 - (d) “Local Business” means a business located within the District’s geographic market area as established by the 2021 Disparity Study, namely the counties of Cook , DuPage, Kane, Lake, McHenry, or Will, in the State of Illinois.
 - (e) “Minority-owned Business Enterprise” or “MBE” means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture, or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals who are members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one (51) percent of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions, and daily business operations are controlled by one or more minority individuals.

- (f) “Small Business Enterprise” or “SBE” means a small business as defined by the United States Small Business Administration (SBA), pursuant to the business size standard found in 13 CFR Part 121, that is relevant to the scope of work the business seeks to perform on District contracts. A business is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the business’ previous five (5) fiscal years, exceed the size standards of 13 CFR Part 121.
- (g) “Veteran-owned Business Enterprise” or “VBE” means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more eligible veterans, or in the case of a publicly held corporation, at least fifty-one (51) percent of the stock which is owned by one or more eligible veterans, and whose control and management of the business including long-term goals for the company as well as day-to-day operations are controlled by one or more eligible veterans.
- (h) “Women-owned Business Enterprise” or “WBE” means a local small business entity which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals who are women, or in the case of a publicly held corporation, fifty-one (51) percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. Determination of whether a business is at least fifty-one (51) percent owned by a woman or women will be made without regard to community property laws.

Section 3. Certification Eligibility

- (a) Only a business owned, managed, and controlled by an Eligible Veteran may be certified as a VBE.
 - (i) Ownership by one or more Eligible Veterans must be direct and unconditional; and
 - (ii) Subsidiaries owned or controlled by one or more Eligible Veterans is not acceptable.
- (b) For the purposes of this policy, there is no distinction between service-disabled and non-service disabled veteran-owned businesses.

Section 4. Contract Goals

- (a) The standard Contract Goal for VBEs is three (3) percent, unless otherwise specified in the language of the contract, specifically the Invitation to Bid. This goal is applicable to contracts awarded by the District where the total approved expenditure is in excess of one hundred thousand dollars (\$100,000.00).
- (b) VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals. An Eligible Veteran who is also a MBE or WBE may be utilized to fulfill the MBE, WBE, and VBE Contract Goals, as applicable. However, the three (3) percent VBE Contract Goal must be fulfilled in addition to the MBE and WBE Contract Goals set forth.
- (c) If a MBE or WBE is utilized to accomplish the VBE Contract Goal, the VBE commitment amount must be entered as a separate dollar amount on all contract documents.

- (d) VBE Contract Goals will only be applied to a contract when there are at least two (2) qualified VBE contractors or professional services consultants registered on the District's vendor list that are capable of performing the anticipated subcontracting functions of the contract.

Section 5. Good Faith Efforts

A prime contractor must undertake Good Faith Efforts to ensure that qualified VBE businesses are utilized in the performance of the contract and provide maximum opportunities for VBE participation, notwithstanding the fact that the contractor may have the capability to complete the contract without the use of subcontractors.

Section 6. VBE Commitment Form Submission

When completing a Utilization Plan for a contract bid document, a prime contractor must complete the VBE Commitment Form by doing the following:

- (a) Provide the name, contact information, and qualifications for prospective VBE businesses. Delineate the various anticipated categories and disciplines of services to be provided by VBE businesses and provide the dollar amount to be allocated to each business; and
- (b) Summarize commitment to comply with the VBE Contract Goal for the project. Compliance documents must be submitted as detailed in the bid solicitation. The Administrator will review compliance documents for each bid submission to determine whether it meets the requirements herein; and
- (c) Where a prime contractor or consultant is a business owned and controlled by a VBE or where the prime contractor or consultant utilizes a VBE in a joint venture or as a subcontractor, a prime contractor or consultant may count toward the achievement of its VBE Contract Goals the utilization of any VBE that also satisfies the definition of a SBE.

Section 7. Effective Date

This Policy is effective as of December 31, 2022 and applies only to qualifying contracts advertised after the effective date.

Adopted pursuant to an Order of the Board dated November 15, 2018

Revised May 1, 2023

EXHIBIT 6
M/WBE UTILIZATION PLAN

**METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO**

MBE/WBE UTILIZATION PLAN

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(u); WBE - Section 5(ff); SBE - Section 5(z).

NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE/WBE Subcontractor's Letter of Intent furnished to all MBEs and WBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE/WBE Utilization Plan and all signed MBE/WBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.

All Bidders must sign the signature page UP-4 of the Utilization Plan, even if a waiver is requested.

Name of Bidder: _____

Contract No.: _____

Affirmative Action Contact & Phone No.: _____

E-Mail Address: _____

Total Bid: _____

**MBE/WBE UTILIZATION PLAN AND ALL SIGNED MBE/WBE
SUBCONTRACTOR'S LETTER OF INTENT MUST BE
COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!**

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

(Attach additional sheets as needed)

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

(Attach additional sheets as needed)

SIGNATURE SECTION

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs and WBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

1) The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.

2) Failure to do so will result in a nonresponsive bid and rejection of the bid.

3) If a waiver is requested, the bidder must also complete the following “WAIVER REQUEST FORM.”

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor’s Letter of Intent MUST Accompany the Bid!!!

WAIVER REQUEST FORM

If a waiver is requested, the Bidder is required to sign and execute this page.

Contract No.: _____

Name of Bidder: _____

Contact Person and Phone Number: _____

With respect to the contract specified above, the Bidder hereby requests a total or partial waiver of the requirement that, pursuant to Section 15 (a)-(d) of the Affirmative Action Ordinance, Revised Appendix D, it files a MBE/WBE Utilization Plan or achieve a particular goal for MBE/WBE participation in the contract. The reasons for the request are as follows:

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Affirmative Action Ordinance, Revised Appendix D, will comply with the provisions of Affirmative Action Ordinance, Revised Appendix D, and intend to use the MBEs and WBEs listed in the MBE/WBE Utilization Plan in the performance of this contract and have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Waiver Request Form are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

NOTE TO BIDDERS

All Waiver requests are evaluated carefully by the District. **The evaluation is based on your firm's documented GOOD FAITH EFFORTS.**

The GOOD FAITH EFFORTS MUST be Undertaken PRIOR to your bid submittal to the District.

Good Faith Efforts are identified on pp. D21-D22, Section 15. Utilization Plan Submission (e), (i) (1)-(8).

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

MBE/WBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) _____ and the MWRDGC

RE: Contract Name: (Insert Name) _____

Contract Number: (Insert Number) _____

From: (Name of MBE/WBE Firm) _____ MBE: Yes ___ No ___
WBE: Yes ___ No ___

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

If more space is needed to fully describe the MBE/WBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$ _____
(Written in Figures) (Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

(Signature of Owner, President or Authorized Agent of MBE/WBE)

Name/Title (Print)

Date _____ Phone _____

THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID. FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND REJECTION OF THE BID.

All bidders shall submit with the Bid, copies of MBE/WBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE and WBE listed in its MBE/WBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE and WBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE and WBE is a MBE or WBE within the meaning of this Revised Appendix D. Failure to submit the MBE/WBE Subcontractor's Letter of Intent signed by each MBE and WBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE/WBE Subcontractor's Letter of Intent must conform to the MBE/WBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE/WBE Subcontractor's Letter of Intent will be acceptable.

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!

EXHIBIT 7
VBE COMMITMENT FORM

VBE COMMITMENT FORM

1. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

2. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

3. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

4. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

* If a MBE or WBE will be utilized to accomplish the VBE Contract Goal, then the VBE commitment amount must be entered as a separate dollar amount. VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals.

Attach a copy of qualifications for each VBE business.

EXHIBIT 8
AFFIRMATIVE ACTION STATUS REPORT

AFFIDAVIT - AFFIRMATIVE ACTION STATUS REPORT

Notice: This report is required to be submitted at 25%, 50%, 75%, and 100% completion of construction.

Contract Title: _____

Contract Number: _____

Prime Contractor's Name: _____

Prime's Contact Name: _____ Estimated Completion Date: _____

Prime's Contact Phone #: () _____ Status Report No.: 25% - 50% - 75% - 100%
(CIRCLE ONE)

In connection with the above-captioned contract:

For each MBE, WBE, and SBE subcontractor, including third tier contracts awarded by your MBE/WBE/SBE company, describe the work or goods or services provided in relation to this contract (indicate line items, if applicable) performed during the report period.

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT. I CERTIFY THAT THE ABOVE NAMED FIRMS WERE AWARDED CONTRACT(S), PERFORMED THE WORK WITH THEIR OWN FORCES, AMOUNTS LISTED ARE ACCURATE AND PAYMENTS WERE MADE IN ACCORDANCE WITH CONTRACTUAL OBLIGATIONS. CANCELLED CHECKS AND/OR SUPPORTING INFORMATION WILL BE ON FILE FOR INSPECTION OR AUDIT.

Name of Affiant: _____

Title: _____

Signature: _____
(Signature of Affiant)

Date: _____

State of _____ County (City) of _____

This instrument was SUBSCRIBED and SWORN TO before me on _____

 Signature of Notary Public

EXHIBIT 9

OPERATION AND MAINTENANCE PLAN, INSPECTION LOG

[ORGANIZATION NAME]
OPERATION & MAINTENANCE PLAN
FOR
[PROJECT NAME]

Inspection Schedule

By December 31st of each year following final completion of the Project, the [Organization] must prepare and submit to MWRDGC a report using the inspection form attached to this Operation & Maintenance (O&M) Plan detailing its annual inspection, signed by the head of the department responsible for maintenance duties. The report must also include clear photographs that show the condition of the entire Project area. For the first three years, MWRDGC and the [Organization] will conduct joint annual inspections. Beginning in the fourth year and continuing through the required maintenance cycle indicated in the IGA, the [Organization] will conduct solo inspections to ensure the work as described in this O&M Plan is being properly conducted.

Permeable Pavement Systems O&M Plan

The minimum Operation & Maintenance (O&M) requirements outlined in this document shall be incorporated into the [Organization]'s inspection and maintenance regimen and shall contain specific information for each Best Management Practice (BMP). Upon completion of project construction, the following O&M procedures shall take effect and be conducted per the terms of the IGA from the date that construction was completed.

1. Permeable pavement systems shall be inspected annually and after a rainfall exceeding 1.5 inches. Any corrective actions determined in the inspection should be performed in a timely manner. Inspections shall follow the attached Inspection Form.
 - a. Joint filler in a permeable pavement system must be kept flush with the top of brick.
 - b. Remove any vegetation growth.
 - c. Inspect observation wells verify that the aggregate storage reservoir is drawing down effectively.
 - d. Inspect all drainage structures for proper operation.
 - e. Repair any settlement, deformations or cracking that are significant enough to adversely impact the function of the overall permeable pavement system.
2. The Owner shall keep records of all inspections and significant maintenance activities.
3. Landscaped areas adjacent to permeable pavement systems shall be maintained to prevent soil or other debris from clogging the permeable pavement system.
4. Surface cleaning of the permeable pavement shall occur at least three (3) times per year (Spring, Summer, and Fall) and following any rainfall exceeding 1.5 inches.
 - a. If surface infiltration rates decline, or clogging is occurring, vacuum cleaning is highly recommended.
5. Winter de-icing solutions such as beet juice molasses, calcium chloride and sodium chloride are acceptable, except on permeable concrete. Unacceptable solutions include sand, magnesium chloride, calcium magnesium acetate, potassium chloride, and potassium acetate.
6. The following activities shall be prohibited from occurring on the permeable pavement surface:
 - a. Temporary or permanent stockpiling of soil or other material that can potentially cause or contribute to clogging.

- b. Application of pavement seal-coating.
- c. Application of excessive load, so as to cause cracking and deformation.
- d. Application of sand for improving traction.
- e. Application of salt on permeable concrete.
- f. Applications of chemicals for weed control

Sign-off by Director of Public Works or equivalent:

I attest that I have reviewed this plan and can commit the necessary resources towards implementing it.

Printed name	Title	Signature	Date
--------------	-------	-----------	------

Inspection Log for Permeable Pavements		
<ul style="list-style-type: none"> • Refer to the "[Organization]'s Operation & Maintenance Plan for [Project Name]" for detailed requirements. • Inspection of the permeable pavement system is required at least once per year and after significant rainfall events exceeding 1.5 inches • Fill out one form for each permeable pavement area inspected. 		
Inspector: Date: _____ Time: _____ Time Passed Since Last Rain Event: _____		Project #: Project Name: _____
Permeable/Porous Pavement Area: General Site Conditions: _____		
Inspection Items	Satisfactory (S) or Unsatisfactory (U)	Comments/Corrective Action, Issue Location
Surface Infiltration		
No sedimentation or signs of sedimentation on permeable pavement and between pavers in joint aggregate material		
No water ponding or evidence of ponding on permeable pavement		
Verify surface infiltration via garden hose test at areas where sedimentation and/or ponding are suspected		
Pavement Condition		
No evidence of deterioration		
No cuts from utilities visible		
No evidence of improper load applied (deformation, settlement or cracking)		
No stockpiling of materials and no seal coating		
No vegetation growth between paver joints (if applicable)		
Joint material filled to "lip" of pavers (if applicable)		
Depth between top of joint material and top edge of paver = _____		
Controlling Run-On		
Adjacent vegetated areas show no signs of erosion and run-on to permeable pavement		
Salt/Deicing (Early Spring only)		
No evidence for the use of traction sand		
Piles of accumulated salt removed in spring		
Drainage Structure Inspection (Early Spring/Late Fall/After >1.5 inches of rainfall)		
No evidence of blockage		
Good condition, no need for cleaning/repair		
Observation wells show water has drained within 72 hours		
Signage		
Signage for no stockpiling/seal coating, etc. is present		
Educational signage is present and in good condition		
Additional Comments, Recommendations:		

EXHIBIT 10

PROJECT SITE PROPERTY INTEREST DOCUMENTS OR AFFIDAVIT

AFFIDAVIT OF OWNERSHIP

_____, being first duly sworn on oath, deposes and says:
(Print Name of Affiant)

1. I am the _____ of the Village of Maywood (Village), and duly authorized to
(Print Title)

execute and deliver this affidavit to the Metropolitan Water Reclamation District of Greater Chicago (“District”) for the purpose of establishing the dedication of, or ownership over, the Project site for which the parties have entered into an Intergovernmental Agreement (“IGA”), described and referred to as:

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS 2 IN MAYWOOD , ILLINOIS

(IGA Title)

2. I caused a search of reasonably accessible real property records to be conducted, and that no evidence of dedication, perpetual easement, or ownership of the Project site was found, thus necessitating execution of this affidavit.

3. The Village represents that the site on which the Project will be constructed (“Project site”) lies entirely within a dedicated public right-of-way, perpetual easement, or property owned solely by the Village and is located at:

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

(Print Street Address)*

4. The Village represents that the most current Cook County Tax map (also known as “Sidwell map”) depicting the area(s) encompassing the entire Project site can be found at www.cookcountyclerk.com and confirms paragraph 3 above.

5. The Village represents that it will maintain an exclusive and uninterrupted property interest the Project site as a dedicated public right-of-way, perpetual easement, or solely owned property for the duration of the IGA term.

6. The Village will immediately advise the District in writing of changes or modifications to the information disclosed in this Affidavit.

7. This Affidavit is made for the purpose of complying with Article 4, paragraph 1 of the IGA.

(Affiant)

ATTEST:

Clerk

Date

*Use additional sheet, if necessary

2. 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 Right's 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, age, sex, marital status, national origin or ancestry, 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 or 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	<u>\$4,000.00</u>
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

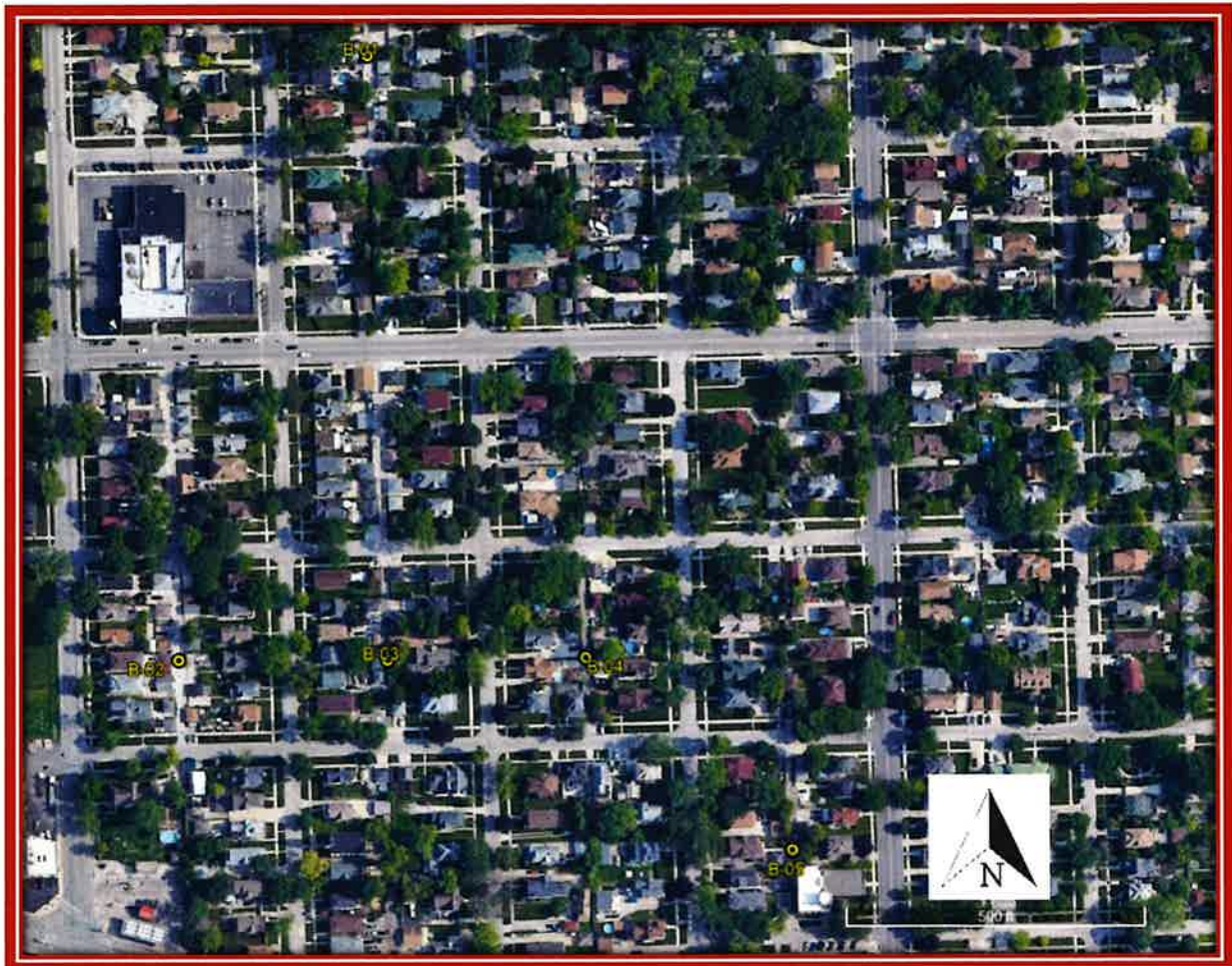
Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

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.

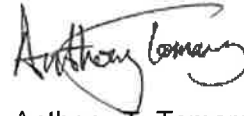
Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

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.

INSUR LTR	TYPE OF INSURANCE	ADDL INSR	SUBS INVD	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 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 period) ≤ 10,000 PERSONAL & ADV INJURY ≤ 1,000,000 GENERAL AGGREGATE ≤ 2,000,000 PRODUCTS - COMMOD 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 (NON-OWNED AUTOS ONLY)			PSA0001881	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Per occurrence) ≤ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
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 PROJECT OR PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0002789	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH LIG 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 or 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, 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.

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

1 The attached terms and conditions shall apply to this scope of work
 2 Payment will be due upon receipt of invoicing
 3 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

451

Thank You For Your Business!

Trusted Partners. Leading Environmental Solutions.
1000 East Warrenville Road, Suite 140
Naperville, Illinois 60563
Phone: 630-717-2880
Fax: 630-689-5881
mkupczyk@consulttruenorth.com

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
452

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!

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.

RESOLUTION NO. R-2023- _____

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF
THE RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS
FOR JOHN WEST**

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to enter into an agreement relating to and addressing the separation of employment of John West ("West") from the Village, namely a RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Agreement incorporates terms agreed upon between the Village and West providing for three months of severance payments at West's current salary and payment of five years of family health insurance premiums, along with other protections and benefits for the Village and West; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (Exhibit "A") 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, and finds that entering into the Agreement is in the best interests of the Village.

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 "RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, and/or the Village Manager, or their designee, to execute and deliver the final version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village of Maywood further authorize the payment of all costs that are necessary to fulfill the Village's obligations under the Agreement.

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 and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including

this Resolution and the Agreement, to all parties that are entitled to receive such documents for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 10th day of October, 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 10th day of October, 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"

**RESIGNATION AND SEVERANCE AGREEMENT
AND RELEASE OF ALL CLAIMS
(JOHN WEST)**

(attached)

**RESIGNATION AND SEVERANCE AGREEMENT
AND RELEASE OF ALL CLAIMS**

**[NOTE: You have twenty-one (21) calendar days to consider this Agreement.
In addition, you are advised to consult with an attorney before signing this Agreement.]**

This **RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS** ("Agreement") is made by and between the Village of Maywood, an Illinois municipal corporation ("VILLAGE") and John West ("Employee"). (The VILLAGE and the Employee are at times referred to herein Individually as a "Party" and collectively as the "Parties".)

RECITALS

WHEREAS, Employee has been employed as an "at-will" employee of the VILLAGE and has agreed to voluntarily resign from his employment with the VILLAGE, effective **September 13, 2023** (the "Resignation Date"); and

WHEREAS, the VILLAGE has agreed to pay to Employee certain compensation and benefits to which Employee would otherwise not be entitled, in exchange for Employee's resignation and the promises of Employee contained in this Agreement; and

WHEREAS, the VILLAGE and Employee now desire to mutually set forth the terms of the resignation of Employee's employment with the VILLAGE. It is the desire of the VILLAGE and the Employee to settle and resolve all the terms of Employee's resignation from employment with the VILLAGE, and to fix and determine all of the rights of each Party with regard to Employee's employment, and the resignation thereof, and all related matters, including but not limited to payment of severance and temporary continuation of certain benefits provided for under this Agreement, any disputes existing between them as of the Effective Date (as defined below) of this Agreement, and any claims that could be brought by Employee against the VILLAGE in relation to the employment relationship and the termination of that relationship; and

WHEREAS, the considerations exchanged herein do not constitute and shall not be interpreted as an admission of liability or of any sort of wrongdoing on the part of Employee or VILLAGE, or as any violation of any federal, State or local statute, ordinance, regulation, order or common law; and

WHEREAS, it is in the best interests of both Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties' mutual promises, and the financial compensation and other valuable consideration set forth herein, the sufficiency of which is acknowledged, the VILLAGE and Employee agree as follows:

1. **Incorporation.** The initial statements contained in the above Whereas paragraphs are incorporated into this Section 1 as if fully set forth herein and are material terms of this Agreement.
2. **Resignation of Employment.** Employee hereby voluntarily resigns and terminates his employment with the VILLAGE effective **September 13, 2023 at 11:00 a.m.** (the "Separation Date").

3. **Compensation Owed.** Employee acknowledges full receipt of all compensation, reimbursements and employment benefits owed to him to date, excluding the severance payments and all other severance-related benefits to be provided under this Agreement, due from the VILLAGE through the payroll period of September 15, 2023, and waives any and all claims relating to same.

4. **Separation Benefit.** Subject to the provisions of this Agreement, and in consideration for entering into this Agreement and for the severance payments and other severance-related benefits set forth herein, the VILLAGE shall provide Employee with the following separation benefits (individually and collectively, "Separation Benefits"):

- a. The VILLAGE shall pay Employee a separation payment equal to: Three (3) months of salary in the **gross amount of TWENTY-EIGHT THOUSAND SIX HUNDRED EIGHTY-ONE AND 38/100 DOLLARS (\$28,681.38)** and shall further pay Employee for **230.772 hours of accrued but unused vacation 2023 time in the gross amount of TWELVE THOUSAND SEVEN HUNDRED TWENTY-NINE AND 38/100 DOLLARS (\$12,729.38)** for a **grand total of FORTY-ONE THOUSAND FOUR HUNDRED TEN AND 76/100 DOLLARS (\$41,410.76)**, less normal tax withholding and any applicable employee benefit contributions (the "Separation Payment"). **The Separation Payment shall be payable in a one-time lump sum as part of the next regularly scheduled payroll date that falls after the expiration of the Revocation Period, provided Employee does not revoke his acceptance of this Agreement.** All normal and customary withholdings shall be made from the Separation Payment.
- b. VILLAGE Employee will remain enrolled in the VILLAGE's health insurance benefits plan VILLAGE from the Separation Date through and until **September 13, 2028**. During this period, the VILLAGE will pay for its share of the premiums of Employee's health insurance benefits and Employee shall remain responsible to pay for his share of the premiums as well as any other out of pocket costs typically payable by Employee toward any and all other medical costs. Thereafter, Employee shall be entitled to continue coverage under COBRA, at his sole expense, subject to the requirements of that statute. If Employee is hired by another employer and is eligible to receive health insurance benefits from said employer, Employee is required to enroll in the health insurance coverage and plan from that employer. Employee further agrees to and is obligated to promptly notify the Maywood VILLAGE Manager of his acceptance of other employment so that the VILLAGE health insurance benefits pursuant to this Agreement can be terminated. The Employee agrees to reimburse the VILLAGE for any monthly premium(s) paid on his behalf if he fails to promptly notify the VILLAGE of his new employment and eligibility to health insurance benefits. Failure on the part of Employee to pay his share of premiums as provided in this Agreement and pursuant to the terms of the VILLAGE's health insurance plan may result in termination of said benefits.
- c. Pursuant to Section 6 (Compensation) of the Employment Agreement, the Parties agree that Employee is entitled to receive compensation for **230.772 hours of accrued but unused vacation 2023 time in the gross amount of TWELVE THOUSAND SEVEN HUNDRED TWENTY-NINE AND 38/100 DOLLARS (\$12,729.38)** and has been included in the Separation Payment. Employee acknowledges and agrees that the above dollar amount fully compensates him for all accrued but unused vacation time that he is entitled to be compensated for under the Employee Handbook.

- d. The VILLAGE'S payment to Employee of the Separation Payment in accordance with this Agreement is in full satisfaction and discharge of any and all amounts due or payable to Employee by the VILLAGE, whether salary, vacation pay, bonus, severance, expense reimbursement or otherwise.
- e. Employee agrees that all tax liability, which may result from the Separation Payment, payment of other compensation due him and the provision of benefits as set forth in this Agreement, rests with him alone.
- f. Employee agrees to not file for unemployment insurance benefits in exchange for payment of the Separation Payment.

5. Consideration. Employee acknowledges that he would not be entitled to the Separation Benefits provided for in Paragraph 4 above (other than that portion attributable to his earned but unused vacation time) in the absence of him signing this Agreement, that the Separation Benefits constitute a substantial economic benefit to Employee, and that they constitute good and valuable consideration for the various commitments undertaken by Employee in this Agreement.

6. Transition; Cooperation. Employee agrees that he will work in good faith with the VILLAGE to coordinate a smooth and effective transition to Employee's successor, and will assist in such transition in a professionally reasonable manner.

7. Parties Released. For purposes of this Agreement, the term "VILLAGE Releasees" means the VILLAGE of Maywood, each of its past, present and future representatives, officers, appointed and elected officials, mayor/president and trustees, agents, employees, engineers, insurers, volunteers and attorneys.

8. General Release. Employee, for and on behalf of himself and each of his personal and legal representatives, heirs, devisees, executors, successors and assigns, hereby acknowledges full and complete satisfaction of, and fully and forever waives, releases, acquits and discharges the VILLAGE Releasees from any and all claims, causes of action, demands, liabilities, damages, obligations and debts (collectively referred to as "Claims") of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, which Employee holds as of the date Employee signs this Agreement, or at any time previously held against the VILLAGE Releasees, or any of them, arising out of any matter whatsoever (with the exception of breaches of this Agreement). This Agreement, and its release of Claims, specifically includes, but is not limited to, any and all Claims:

- a. Arising out of or in any way related to Employee's employment with the VILLAGE, or the termination of Employee's employment;
- b. Arising out of or in any way related to any contract or agreement between Employee and the VILLAGE, including but not limited to the Employment Agreement;
- c. Arising under or based on the Equal Pay Act of 1963; Title VII of the Civil Rights Act of 1964; Section 1981 of the Civil Rights Act of 1866; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Fair Labor Standards Act of 1938; the National Labor Relations Act; the Worker Adjustment and Retraining Notification Act of 1988; the Employee Retirement Income Security Act of 1974 ("ERISA") (excepting claims for vested benefits, if any, to which Employee is legally entitled thereunder); the Illinois Constitution; the Illinois Human Rights Act; the Illinois Wage Payment and Collection Act, the Cook County Human Rights Ordinance; or any other federal, state, county or local law, statute, ordinance, decision, order,

policy or regulation prohibiting employment discrimination; providing for the payment of wages or benefits; or otherwise creating rights or claims for employees or officers, including, but not limited to, any and all claims alleging breach of public policy; the implied obligation of good faith and fair dealing; or any express, implied, oral or written contract; handbook; manual; policy statement or employment practice; or alleging misrepresentation; defamation; libel; slander; interference with contractual relations; intentional or negligent infliction of emotional distress; invasion of privacy; false imprisonment; assault; battery; fraud; negligence; or wrongful discharge; and

- d. Arising under or based on the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended by the Older Workers Benefit Protection Act ("OWBPA"), and alleging a violation thereof based on any action or failure to act by the VILLAGE Releasees, or any of them, at any time prior to the Effective Date of this Agreement.

9. Intended Scope of Release. It is the intention of the Parties and is fully understood and agreed by them that this Agreement includes a General Release of all Claims (with the exception of breaches of this Agreement and claims for vested benefits, if any, to which Employee is legally entitled under ERISA) that Employee holds or previously held against the VILLAGE Releasees, or any of them, whether or not they are specifically referred to herein. No reference herein to any specific claim, statute or obligation is intended to limit the scope of this Agreement, and its release of Claims, and, notwithstanding any such reference, this Agreement shall be effective as a full and final bar to all Claims of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, released in this Agreement. Excluded from the general release set forth above are any claims which cannot be waived by law. Also excluded from the general release set forth above are the rights to file a charge with or participate in an investigation conducted by an administrative, legislative or judicial agency, or to report any allegations of unlawful conduct to federal, State or local officials for investigation. Employee does waive, however, his right to any monetary recovery should the Equal Employment Opportunity Commission or any other agency pursue any claims on his behalf if he files a charge or participates in an investigation.

10. Employee Waiver of Rights. As part of the foregoing General Release, the Intended Scope of Release and the Covenant Not to Sue sections of this Agreement and this Waiver of Rights section, Employee is waiving all of his rights to any recovery, compensation, or other legal, equitable or injunctive relief (including, but not limited to, compensatory damages, liquidated damages, punitive damages, back pay, front pay, attorneys' fees, and reinstatement to employment) from the VILLAGE Releasees, or any of them, in any administrative, arbitral, judicial or other action brought by or on behalf of Employee in connection with any Claim released in this Agreement.

11. Covenant Not to Sue. In addition to all other obligations contained in this Agreement, Employee agrees that Employee will not initiate, bring or prosecute any suit or action against any of the VILLAGE Releasees in any federal, state, county or municipal court, with respect to any of the Claims released in this Agreement. Further, Employee is aware of no claims or causes of action which he has or might have against the VILLAGE or the VILLAGE Releasees, except those he is releasing and for which he is covenanting not to sue the VILLAGE or the VILLAGE Releasees.

12. Remedies for Breach.

- a. If Employee, or anyone on Employee's behalf, initiates, brings or prosecutes any suit or action against any or all of the VILLAGE Releasees in any federal, state, county or municipal court, with respect to any of the Claims released in this Agreement, or if Employee breaches any of the terms of this Agreement, then: (a) Employee shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by the VILLAGE Releasees, or any of them, in connection with such suit, action or breach; (b) the VILLAGE shall no longer be obligated to make any Separation Payments not already made to Employee prior to Employee's breach of this Agreement; and (c) Employee, upon demand by the VILLAGE, shall repay to the VILLAGE the value of the Separation Benefits and the premiums paid pursuant to Paragraph 4 above previously provided to Employee.
- b. If the VILLAGE breaches any of the terms of this Agreement, then the VILLAGE shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by Employee, in connection with such suit, action or breach.

13. No Admission of Liability. Nothing in this Agreement constitutes or shall be construed as an admission of liability on the part of the VILLAGE Releasees, or any of them. The VILLAGE Releasees expressly deny any liability of any kind to Employee, and particularly any liability arising out of or in any way related to Employee's employment with the VILLAGE or the termination of Employee's employment.

14. Warranty of Return of VILLAGE Property. Employee warrants and acknowledges that Employee has turned over or will turn over to VILLAGE, on or before 10:00 A.M. (CST) on September 13, 2023, all Confidential Information (as defined in the Employment Agreement), equipment or other property issued to Employee by VILLAGE, along with all documents, notes, computer files, VILLAGE credit cards, keys, alarm codes, alarm instructions, and other materials which Employee had in Employee's possession or subject to Employee's control, relating to the VILLAGE and/or any of its members. Employee further warrants and acknowledges that Employee has not retained any such documents, notes, computer files or other materials (including any copies or duplicates thereof).

15. Covenant Not to Access VILLAGE's Computer Network. Employee agrees that, subsequent to the termination of Employee's employment with the VILLAGE, Employee will not access or attempt to access, directly or indirectly, by any manner whatsoever, the VILLAGE's computer network, including, without limitation, the VILLAGE's email system, the VILLAGE's electronic document storage and retrieval system, and the VILLAGE's computer network servers and related equipment.

16. Warranty of Understanding and Voluntary Nature of Agreement. Employee acknowledges that Employee has carefully read and fully understands all of the provisions of this Agreement; that Employee knows and understands the rights Employee is waiving by signing this Agreement; and that Employee has entered into this Agreement knowingly and voluntarily, without coercion, duress or overreaching of any sort. Employee has had the opportunity to review and discuss this Agreement with his attorney and he fully understands this Agreement's provisions and their legal and practical effect.

17. Time to Consider and Attorney Consultation. **EMPLOYEE AGREES AND ACKNOWLEDGES THAT THE VILLAGE HAS ADVISED HIM TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT PRIOR TO SIGNING BELOW. EMPLOYEE UNDERSTANDS AND AGREES THAT HE HAS BEEN PROVIDED**

WITH AT LEAST TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER HIS ACCEPTANCE OF THIS AGREEMENT AND THE ABILITY TO CONSULT WITH COUNSEL, AND THAT HE HAS BEEN ADVISED OF HIS RIGHT TO CHANGE HIS MIND AND REVOKE HIS ACCEPTANCE OF THIS AGREEMENT AT ANY TIME WITHIN SEVEN (7) CALENDAR DAYS FROM THE DATE, AS SHOWN BELOW, ON WHICH HE HAS SIGNED THIS AGREEMENT.

18. **Revocation Period.** EMPLOYEE AGREES AND UNDERSTANDS THAT HE MAY REVOKE HIS APPROVAL OF THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS AFTER HE SIGNS THIS AGREEMENT AND THAT THIS AGREEMENT SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL EIGHT (8) CALENDAR DAYS AFTER THE DATE ON WHICH EMPLOYEE SIGNS BELOW. IN ORDER TO REVOKE THIS AGREEMENT, EMPLOYEE MUST DELIVER A WRITTEN NOTICE TO THE MAYWOOD VILLAGE MANAGER'S OFFICE AT VILLAGE HALL AT 40 EAST MADISON STREET, MAYWOOD, ILLINOIS OF EMPLOYEE'S DECISION TO REVOKE HIS APPROVAL OF THIS AGREEMENT, AND SAID NOTICE MUST BE RECEIVED BY THE VILLAGE MANAGER'S OFFICE NO LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE OF EMPLOYEE'S EXECUTION OF THIS AGREEMENT. IF EMPLOYEE DOES NOT REVOKE HIS APPROVAL OF THIS AGREEMENT, HE WILL RECEIVE THE SEPARATION PAYMENT AND SEPARATION BENEFITS DESCRIBED IN THIS AGREEMENT, AND THIS AGREEMENT SHALL BECOME EFFECTIVE AND ENFORCEABLE ON THE DATE IMMEDIATELY AFTER THE SEVEN (7) CALENDAR DAY REVOCATION PERIOD EXPIRES (THE "EFFECTIVE DATE").

19. **No Re-Employment.** Employee agrees that Employee will not seek re-employment with the VILLAGE.

20. **Freedom of Information Act.** Employee acknowledges and agrees that this Agreement is subject to public inspection, and photocopying and distribution to the public pursuant to a FOIA request.

21. **Severability.** The provisions of this Agreement are fully severable. Therefore, if any provision of this Agreement is for any reason determined to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any of the remaining provisions. Furthermore, any invalid or unenforceable provisions shall be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or, if such provision cannot under any circumstances be modified or restricted, it shall be excised from this Agreement without affecting the validity or enforceability of any of the remaining provisions. The Parties agree that any such modification, restriction or excision may be accomplished by their mutual written agreement or, alternatively, by disposition of a court or other tribunal.

22. **Entire Agreement/Integration.** This Agreement constitutes the sole and entire agreement between Employee and the VILLAGE with respect to the subjects addressed in it, and supersedes all prior or contemporaneous agreements, understandings and representations, oral and written, including but not limited to the Employment Agreement, with respect to those subjects.

23. **No Waiver By VILLAGE.** No waiver, modification or amendment of any of the provisions of this Agreement shall be valid and enforceable unless in writing and executed by Employee and the VILLAGE'S Board President, or his/her designee, or the VILLAGE approval is effective by operation of law.

24. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, Employee and Employee's personal and legal representatives, heirs, devisees, executors, successors and assigns, and the VILLAGE, its successors and assigns.

25. Choice of Law; Jurisdiction. This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

26. Amendments. This Agreement may not be amended, revoked, changed or modified except by way of a written agreement executed by Employee and the VILLAGE'S President of the Board.

27. Counterparts. This Agreement may be executed in counterparts and shall be binding upon both Parties in the same manner as though all Parties' signatures appeared in a single, signed Agreement.

NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE DATE OF THIS AGREEMENT, IF ANY, UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, AS AMENDED.

YOU ARE ALSO GENERALLY RELEASING THE VILLAGE FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.

PRIOR TO SIGNING THIS AGREEMENT, YOU SHOULD CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the respective dates set forth below, and each hereby acknowledges receipt of an executed copy of this Agreement.

**On behalf of
the VILLAGE OF MAYWOOD**

**Employee:
JOHN WEST**

By: _____
Name: Nathaniel George Booker
Title: Mayor

By:  _____


Date: _____, 2023

Date: 9-19, 2023

**Attested by:
Village's Representative**

On behalf of Employee: _____

By: _____
Name: Tori-Love Garron
Title: Village Clerk

By:  _____
Name: JOSEPH PANSITTO
Title: Attorney for Employee

Date: _____, 2023

Date: 9-19, 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 AND APPROVING THE EXECUTION OF
THE RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS
FOR JOHN WEST**

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 10th day of October, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of October, 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 10th day of October, 2023.

Tori-Love Garron, Village Clerk

[SEAL]



MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik and Carlos S. Arévalo
DATE: October 4, 2023
RE: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 700, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (Term: May 1, 2023 Through April 30, 2027)

We have enclosed the following documents for review, consideration and action at the October 10, 2023 Committee of the Whole / Special Village Board Meeting:

1. A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, AN ILLINOIS MUNICIPAL CORPORATION, AND TEAMSTERS LOCAL UNION NO. 700, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (Term: May 1, 2023 Through April 30, 2027)
2. AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, AN ILLINOIS MUNICIPAL CORPORATION, AND TEAMSTERS LOCAL UNION NO. 700, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (TERM: MAY 1, 2023 THROUGH APRIL 30, 2027), which is Exhibit "A" to the Resolution

Village of Maywood ("Village") staff negotiated the enclosed Agreement with the Teamsters in the last few weeks.

The Agreement is largely unchanged from previous versions. However, there are two new provisions that have been revised to make the Village more competitive in the part-time police market. Changes include an increase in the starting pay wage rates that represent a market adjustment for each of the three employee classifications, namely uncertified part-time police officer ("PTO"), certified PTO with under 5 years in grade, and certified PTO with over 5 years in grade. The initial pay increase will be effective May 1, 2023. Thereafter, PTOs in each respective classification will receive an annual 3% increase on May 1st for the following three years. The Agreement will expire April 30, 2027. In addition, there is a provision that allows for overtime pay rate during the Summer Holidays in the event a unit employee works during said Holidays. Specifically, a unit employee will be paid at one-and-a-half times the rate of their pay when working during Memorial Day, Independence Day and/or Labor Day.

The Teamsters have ratified the Agreement ahead of the Board of Trustees meeting. We recommend adoption of the enclosed Resolution and approval and execution of the Agreement. Please review and let us know if you have any questions.

Mike and Carlos

- cc. Tori-Love Garron, Village Clerk (w/ encls.)
- Acting Village Manager Jim Krischke (w/ encls.)
- Chief of Police Elijah Willis (w/ encls.)
- Acting Chief of Police Theodore Yancy (w/ encls.)
- HR Director James Ellexson (w/ encls.)
- Michael Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2023- _____

**A RESOLUTION AUTHORIZING AND APPROVING
THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 700,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(TERM: MAY 1, 2023 THROUGH APRIL 30, 2027)**

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to enter into a labor agreement for the employment of Part-time Police Officers in accordance with the terms set forth in the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, AN ILLINOIS MUNICIPAL CORPORATION, AND TEAMSTERS LOCAL UNION NO. 700, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (TERM: MAY 1, 2023 THROUGH APRIL 30, 2027)" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Agreement incorporates first contract year wage rate market adjustments and 3% annual increases thereafter, along with Summer Holiday pay, which changes are intended to make part-time police work at the Village more competitive; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (Exhibit "A") 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, and finds that entering into the Agreement is in the best interests of the Village.

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 "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, AN ILLINOIS MUNICIPAL CORPORATION, AND TEAMSTESR LOCAL UNION NO. 700, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (TERM: MAY 1, 2023 THROUGH APRIL 30, 2027)" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, and/or the Village Manager, or their designee, to execute and deliver the final version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village of Maywood further authorize the payment of all costs that are necessary to fulfill the Village's obligations under the Agreement.

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 Agreement, to all parties that are entitled to receive such documents for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 10th day of October, 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 10th day of October, 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

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 APPROVING
THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 700,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(TERM: MAY 1, 2023 THROUGH APRIL 30, 2027)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 10th day of October, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of October, 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 10th day of October, 2023.

Tori-Love Garron, Village Clerk

[SEAL]

Exhibit "A"

**AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD,
AN ILLINOIS MUNICIPAL CORPORATION, AND TEAMSTERS LOCAL UNION NO. 700,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(TERM: MAY 1, 2023 THROUGH APRIL 30, 2027)**

(attached)

AGREEMENT

Between

**THE VILLAGE OF MAYWOOD,
An Illinois Municipal Corporation,**

And

TEAMSTERS LOCAL UNION NO. 700

**Affiliated With The
International Brotherhood of Teamsters**

May 1, 2023 – April 30, 2027

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INTRODUCTION

This Collective Bargaining Agreement is entered into by and between the VILLAGE OF MAYWOOD, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION No. 700, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Union").

ARTICLE I RECOGNITION

SECTION 1: Representative Unit.

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classification of part-time police officer (hereinafter referred to as "employees" or "bargaining unit members", and excluding all supervisors, managers, confidential employees and all other employees of the Police Department and the Village.

SECTION 2: Dues Checkoff.

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee, the dues, initiation fees, re-initiation fees, and assessments upon request of the union, specifying the additional amount to be deducted from the employee's wages and the time period in which the deductions shall be taken, required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

The employer agrees to "catch up" a delinquent employee's dues, initiation fees, re initiation fees, and assessments upon request of the union, specifying the additional amount to be deducted from the employee's wages and the time period in which the deductions shall be taken.

SECTION 3: Indemnification.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE II

PROBATIONARY PERIOD

The length of the probationary period shall be for a period of eighteen (18) months. During the probationary period, the Employer, upon the recommendation of the Police Chief, may discharge any probationary part-time police officer for any non-discriminatory reason pursuant to established Illinois law.

ARTICLE III

MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the Employer retains all traditional rights to manage and direct its employees, including but not limited to the following: to appoint part-time police officers pursuant to the provisions of 65 ILCS 5/3-6-5; to plan, direct, control and determine the budget and all the operations, services and missions of the Employer; to supervise and direct the working forces; to establish the qualifications for employment; to maintain a capable and efficient part-time police officer program; to establish specialty positions and select personnel to fill them; to establish work and productivity standards and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel to fill them; to establish work and productivity standards and from time to time, to change those standards; to determine the methods,

means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to enforce the Village of Maywood Uniform Drug Policy (attached as Appendix A); to evaluate employees; to require the physical and mental fitness of employees; to discipline and discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training, to determine work hours; to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Employer and the part-time police officer program in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc. as may be declared by the Village Manager, the Police Chief or their authorized designees; and to generally carry out the mission of the Employer.

ARTICLE IV
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements whether written or oral which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and agreements reached by the parties after the exercise of that right and opportunity, are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Employer shall notify the Union of its' intention to make the proposed change. Upon such notification, and if requested by the Union, the Employer shall meet with the Union and discuss such change before it is finally

implemented. Any change made with or without such notice shall be considered temporary, pending the completion of such discussions. If the Union becomes aware of such a change and has not received notification, the Union must notify the Employer as soon as possible and request discussions if such discussions are desired. The failure of the Union to request discussions shall act as a waiver of the right to such discussions by the Union. The Union maintains its right bargain the impact of any such changes as allowed under the Act.

ARTICLE V

NO-STRIKE-NO LOCKOUT

No lockout of employees shall be instituted by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

No strikes of any kind, including sympathy strikes, work stoppages or slowdowns, shall be caused, sanctioned, instigated, condoned, supported or participated in by the Union or any employee during the term of this Agreement.

ARTICLE VI

PERSONNEL FILES

Employees shall be entitled to inspect their personnel files in accordance with the provisions of the Personnel Record Review Act, 820 ILCS 40/0.01 et seq.

ARTICLE VII

COURT APPEARANCE AND COURT STAND-BY PAY

Off - duty Part-time police officers shall be paid a minimum of two (2) hours straight time, based on the employee's hourly rate, for court appearances.

ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION 1: General Statement.

This policy shall apply to all bargaining unit members as defined herein under the jurisdiction of the Police Chief of the Village of Maywood.

All members shall have a right to file a grievance and shall be assured freedom from coercion, restraint or reprisal.

The term "member" as used throughout this procedure shall also be understood to include any recognized member representative or the Union.

The term "employer" as used throughout this procedure refers to the Village of Maywood or its designee.

SECTION 2: Purpose.

To specify the method by which members may present grievances and seek redress.

SECTION 3: Definition.

A grievance is a complaint that management has misinterpreted, misapplied or violated one or more of the express terms of this agreement. However, the definition of a grievance does not include the right of management to appoint, not appoint or not re-appoint any part-time police officer. Termination of a non-probationary employee shall be for just cause and may be appealed through the grievance and arbitration procedure. Such grievances shall be initiated at Step 3 of the grievance procedure.

SECTION 4: Policy.

A member shall first discuss the grievance with the immediate supervisor.

If the member feels the grievance has not been satisfactorily adjusted as a result of this discussion, the member may advance review in accordance with the procedure set forth elsewhere.

SECTION 5: Time Limits.

a. Grievances must be presented by the member within ten (10) calendar days from occurrence of the event giving rise to the grievance or ten (10) calendar days from

the date the event should have been known to the member, whichever occurs later, except that for errors in pay, the time period shall be six (6) months.

- b. A member's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance.

SECTION 6: Procedure.

Step	Submission Time Limit This Step	To Whom Submitted	Time Limits Meeting	Response
1	10 days	Watch Commander	10 days	10 days
2	10 days	Chief of Police	10 days	10 days
3	10 days	Village Manager	10 days	10 days
4	30 days	Arbitrator	30 days	30 days

STEP ONE:

1. The member obtains a grievance form from the Union Steward.
2. The member writes the nature of the grievance and the resolution sought on the grievance form; and
 - a. Has the grievance recorded at the Department Office and the specific clause alleged to have been violated;
 - b. Presents the grievance to the Watch Commander.

In all cases, it will be the responsibility of the Department Office to maintain a log of the grievances and assign a grievance or file number.
3. Within the ten (10) calendar days after receipt, the Watch Commander may meet with the employees to discuss the grievance.
4. Within the ten (10) calendar days after the meeting, the immediate supervisor answers the grievance on the grievance form and transmits the answer to the employee.

5. If the answer is satisfactory, the grievance procedure is concluded at Step 1.
6. If the answer is not satisfactory, the member may, within the ten (10) calendar days after receipt, or if no answer is given, advance the grievance to Step 2.
7. Failure to advance the grievance within ten (10) calendar days after the Step 1 answer is due, concludes the grievance procedure.

STEP TWO:

1. On the grievance form, the member checks that the answer is not satisfactory, writes the date referred to in Step Two and signs the form. The member presents the grievance to the Chief of Police/Designee(s).
2. Within the ten (10) calendar days after receipt, the Chief of Police/Designee(s) may meet with the member to discuss the grievance.
3. Within the ten (10) calendar days after the meeting specified in (2) above, the Chief of Police/Designee(s) writes the final answer on the grievance form and transmits the answer to the member.

STEP THREE:

1. Within ten (10) calendar days after receipt of the Step Two answer, the grievance will be forwarded to the Village Manager stating that the answer given at Step Two is unsatisfactory, including specific reasons as to why the answer given at Step Two is unsatisfactory and writes the date referred to in Step Two and signs the form.
2. The Village Manager may hear an appeal within ten (10) calendar days and shall submit a written decision to the member within ten (10) calendar days after the hearing.

STEP FOUR:

1. If the Union is not satisfied with the Step Three answer, it may, within thirty (30) days after receipt of the Step Four answer, submit in writing to the Employer notice that the grievance is to proceed to arbitration. If the two parties fail to reach agreement on an arbitrator within ten (10) days, the Employer and Union will jointly contact the Federal Mediation and Conciliation Service and request it to provide the parties with a list of arbitrators. Such arbitrators must be members in good standing with the National Academy of Arbitrators.

Expenses for the arbitrator's service and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witness(s). The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, subtract from or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the arbitrator in writing by the Employer and the Union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

SECTION 7: Miscellaneous.

- a. Only the grievant and/or representatives of the Union may present grievances. Members may take up grievances through Step One or Step Four either on their own and individually or with representation by the Union. If a member takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of members

or to the Union's own interests or rights with the Employer may be initiated at Step Two by a Union representative.

b. The parties may, by joint agreement, alter any time limits in the procedure. Time limits shall automatically be postponed if the supervisor is on vacation or otherwise unavailable and if the department head refuses to accept the grievance at the department head step.

**ARTICLE IX
UNION STEWARDS**

The Employer recognizes the right of the Union to select Union stewards, and the Union agrees to furnish the Employer with the names of the Chief Steward and any other steward selected by the Union. Union stewards are not permitted to conduct Union business during work hours without the permission of the Chief of Police.

**ARTICLE X
UNION REPRESENTATIVE**

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate Employer facility for purposes of handling grievances or observing conditions under which employees are working. Three business representatives will be identified to the Chief/Designee(s) in a manner suitable to the Employer and on each occasion will first secure the approval of the Chief/Designee(s) to enter and conduct their business so as not to interfere with the operation of the Employer. If such approval is granted, the Chief/Designee(s) shall designate the area where such business is to be conducted and the period of time to be provided. The Union will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.

ARTICLE XI

LABOR MANAGEMENT AND SAFETY MEETINGS

SECTION 1: Meeting Request.

The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held, if mutually agreed, between Union business representatives of Teamsters Local #700, and a responsible Administrative Representative of the Employer by either party at least seven (7) days in advance by placing in writing a request to the other for a “labor management” or “safety meeting” and expressly providing the agenda for such meeting. Such meetings, times and locations, if mutually agreed upon, shall be limited to:

1. a discussion on the implementation and general administration of this Agreement; or
2. a sharing of general information of interest to the parties; or
3. issues and concerns involving safety.

SECTION 2: Content.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at “labor management meetings,” nor shall negotiations for the purpose of altering any or all the terms in this Agreement be carried on at such meetings.

SECTION 3: Attendance.

Attendance at “labor management meetings,” shall be voluntary on the employee’s part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance by bargaining unit members at such meetings shall not interfere with required duty time, and attendance may be during duty

time if mutually agreed between the Police Chief or his/her designee(s) and the Union representative.

ARTICLE XII

NON-DISCRIMINATION

SECTION 1: The Employer shall not discriminate against, interfere with, restrain or coerce employees because of lawful activities on behalf of the Union, or because of their exercise of any rights granted by this Agreement in a manner which will violate federal or state law.

ARTICLE XIII

MISCELLANEOUS

SECTION 1: Bulletin Boards.

The Employer will make a bulletin board available for the use of the Union in non-public locations. The Union will be permitted to have posted on this bulletin board of notices of a non-controversial nature, but only after submitting them to the Chief/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices, or other kinds of literature on the Employer's property other than herein provided.

SECTION 2: Partial Invalidity.

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

SECTION 3: Indemnification.

The Employer agrees to indemnify part-time police officers in accordance with 65 ILCS 5/1-4-6.

SECTION 4: Badges

Part-Time Police Officers will be issued badges that differ from those that are issued to full time officers only by the numbers displayed on the badge. Accompanying ID card will be different in color as the only means of difference from full time officers.

SECTION 5: Retirement Badge.

Part Time Officers after completing 10 years of service with the Maywood Police Department, at the time of retirement an officer in good standings shall be entitled to a retirement badge from the Village. The badge is to read "Retired Officer."

SECTION 6: Return To Employment After Separation. A part-time patrol officer who leaves the employment of the Village but is reemployed as a part-time officer within 24 months of the date of separation shall be placed at the same level on the pay scale as the officer had achieved as of the date of separation. A part-time officer who leaves the employ of the Village but is reemployed as a part-time officer more than 24 months from the date of separation shall be placed on the pay scale as a new hire. A part-time officer who leaves the employment of the Village but is reemployed as a part-time officer must be certified and is required to go through all procedures required of a new hire.

ARTICLE XIV

CLOTHING ALLOWANCE

A part-time police officer shall receive a voucher for his or her initial uniform. Thereafter, part-time officers shall receive an annual clothing allowance in the form of voucher for up to \$400.00 per year and up to \$450.00 per year beginning April 1, 2016, that may be used for any uniform component. Officers covered by this agreement shall maintain a professional and neat appearance at all times that they are on duty.

**ARTICLE XV
EQUIPMENT**

Part-time police officers shall be provided with a Level 3A bullet proof vest. Officers leaving the employ of the Village of Maywood Police Department shall return the vest or reimburse the Maywood Police Department.

**ARTICLE XVI
TRAINING**

SECTION 1: Training. All part-time police officers shall pass the mandatory firearms training program mandated by the Illinois Training Board prior to acceptance into the program.

All part-time police officers are required to participate in FTO training program prior to handling duties of a regular part-time police officer on the street. The Department agrees that it shall compile and distribute a training manual no later than December 1, 2004.

All part-time police officers are to attend the monthly training sessions and successfully pass each qualification required of them by the Rangemaster. Training must be completed within the alternate dates and times in the notice by the Department. The Department shall make reasonable attempts to accommodate the Officers' work schedule or other special circumstances.

SECTION 2: Certification. Employees must obtain certification no later than 18 Months from their date of hire. Any current employee who fails to obtain certification within that period of time will be ineligible to remain employed as a part time patrol officer.

SECTION 3: Additional Training. Officers may be afforded opportunities for additional training courses at the employer's expense.

ARTICLE XVII

WAGES

SECTION 1: Wage Rates. The Hourly rates paid to Members of the bargaining unit shall increase on the following schedule:

	<u>5/1/23</u>	<u>5/1/24</u>	<u>5/1/25</u>	<u>5/1/26</u>
Uncertified PTO	25.00	25.75	26.52	27.32
Certified PTO with under 5 years in grade	28.00	28.84	29.71	30.60
Certified PTO with over 5 years in grade	30.00	30.90	31.83	32.78

ARTICLE XVIII

HOURS OF WORK AND OVERTIME

SECTION 1: Normal Hours. Part-time police officers shall normally be offered, and expected to work, a minimum of twenty-four (24) hours per two week pay period or the equivalent of three (3) shifts. Such officers shall not be assigned to work more than twenty-four (24) hours per week or the equivalent of three (3) shifts except upon special written order of the Chief. Officers shall not be expected to work more than two (2) weekend days per month. Officers who have successfully completed field training for street duty shall be assigned at least two shifts per month to fulfill their required hours if the officer so desires. Nothing in this Section 18.1 shall be construed as a guarantee of work hours per day or per week. Hours worked on a holdover or callback basis shall not count against the maximum set forth above.

Employees who work a normal eight (8) hour shift or its equivalent shall, subject to the performance of emergency duties, receive a one-half (½) hour lunch break and a fifteen (15) minute work break during such eight (8) hour day or its equivalent.

SECTION 2: Overtime. Part-time police officers shall receive overtime pay at the

rate of one and one-half their regular hourly rate of pay for all hours actually worked in a workweek beyond forty (40) hours in such week. Employees shall not refuse work assignments beyond their normally scheduled work hours when assigned by the Chief or his designee.

SECTION 3: Call Back. Employees called back to work after having left the Department at the end of a work shift shall receive, at a minimum, two (2) hours straight-time pay for such call back unless called back to rectify the employee's own error. If the employee called back to work works more than two (2) hours on such call back, then he shall receive pay for each such hour actually worked.

SECTION 4: No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

SECTION 5: Implied Resignation. Any part-time patrol officer who fails or refuses to accept the minimum hours of assignment for four consecutive weeks shall be considered to have resigned from his/her position with the Department, unless injury, illness or other reasonable excuse prevents the employee from reporting to work.

SECTION 6: Special Events. Part-time officers must be available to work Village sanctioned special events.

SECTION 7: Summer Holiday Pay. Part-time officers shall receive pay at the rate of one and one-half their regular hourly rate when they work during the Summer Holidays, namely Memorial Day, Independence Day and Labor Day.

ARTICLE XIX

VACATION

Vacation time shall be allotted to members of this bargaining unit in accordance with the Village of Maywood policy for vacations for part time employees as it exists as of the date of this Agreement, is prorated based upon the number of hours worked divided by 2080 hours, and then multiplied by the officer's number of years of service.

ARTICLE XX
SCHEDULING

Officers shall select shifts and days of work (according to the schedule availability) by seniority, up to a maximum of 48 hours per pay period. Seniority shall determine the choice of schedule assignment, equipment assigned, and special units, provided the part-time officer possesses the knowledge, skills, and ability as determined by the Chief of Police.

ARTICLE XXI
OFF-DUTY FIREARMS

Employees covered by this Agreement who desire to have permission to carry their firearms off duty shall make written application to the Chief. Such application shall not be denied so long as the following requirements are met:

1. The employee has been employed continuously by the Village Police Department for at least eighteen (18) consecutive months;
2. The employee has passed his or her probationary period as a Maywood part-time police officer;
3. The employee has received no serious disciplinary action (defined as a one-day suspension or greater) within the past twelve (12) months;
4. The employee has received his or her current firearms certification from the State of Illinois.
5. The employee has passed all current training and is fully qualified to carry firearms;
6. The employee has fully and properly qualified with the actual weapon they intend to carry off duty.

7. Once the probationary period (18 months) has been completed, a part-time officer who has been a certified, sworn police officer from another law enforcement agency will be credited, for the purpose of carrying firearms off duty, in an amount of time equal to the time spent in such law enforcement agency.

The right to carry a firearm off duty, as conferred by this Article, may be withdrawn by the Chief of Police or his designee so long as the Chief's (or the designee's) decision is not arbitrary and capricious. This decision of the Chief may be exercised at any time.

ARTICLE XXII

OTHER EMPLOYMENT

SECTION 1: Uniforms.

No part time patrol officer shall report to work at other employment while in a Maywood Police Department uniform or wearing any part of said uniform which would identify the employee as a member of the Maywood Police Department. Violation of this section may subject the employee to disciplinary action up to and including discharge.

SECTION 2: Firearms.

All part time patrol officers authorized to carry their firearms off-duty shall report to the Chief of Police any other employment for which the part time patrol officer will carry said firearm. Violation of this section may subject the employee to disciplinary action, up to and including discharge.

ARTICLE XXIII

D.R.I.V.E.

D.R.I.V.E. Authorization and Deduction

In addition to the term and conditions contained in the above referenced collective bargaining agreement between the Employer and the Union, the Employer and the Union hereby further agree that:

The Employer agrees to deduct from the paycheck of all employees who submit

authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer for the amounts designated by each contribution employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, DC 20001

Send on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provision of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE XXIV

DURATION

This Agreement shall be effective as of the day after the contract is executed by both parties, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than one hundred twenty (120) days prior to the anniversary date of this Agreement that it desires to modify or terminate this Agreement.

In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiations unless either party notifies the other in writing with not less than ten (10) days' notice of its intent to terminate after April 30, 2027.

Signed and entered into this _____ day of _____, 2023.

UNION:
TEAMSTERS LOCAL UNION #700

President

Secretary-Treasurer

EMPLOYER:
VILLAGE OF MAYWOOD

Mayor

Village Clerk

**APPENDIX A - DRUG TESTING
PART I
UNIFORM TESTING PROCEDURES FOR ALCOHOL AND DRUGS**

Section A 1.1 Probable Suspicion Testing

In cases in which an employee is acting in an abnormal manner and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of controlled substances, the Employer may require the employee (in the presence of a union shop Steward, if possible) to go to a medical clinic to provide both urine and blood specimens for laboratory testing. The supervisors) must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop Steward or other union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. If requested, the employee will sign a consent form authorizing the clinic to withdraw specimens of blood and urine and release the results of the urine laboratory testing to his/her Employer's Medical Review Officer, in the case of DOT-COVERED employees, and the blood testing results to the Employer, but shall not be required to waive any claim or cause of action under the law. For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

An employee may raise an affirmative defense that the positive blood test result was attributable to the proper use of a prescription medication. If the employee raises such a defense to the Employer, at the employee's request, the Employer shall refer the employee to a qualified physician to discuss the employee's explanation for the positive blood test result. The qualified physician may decide that there is a legitimate explanation and declare the blood drug test to be negative. The employee may be required to provide evidence that a prescription has been lawfully prescribed by a physician.

A refusal to provide either specimen will constitute a presumption of intoxication and the employee will be subject to discharge without the receipt of a prior warning letter. In the case of a non-DOT-covered employee who is unable to provide a urine specimen after a reasonable waiting period [not to exceed one (1) hour], the Employer may terminate the procedure and proceed with laboratory testing based upon blood specimens alone. In DOT-covered cases, if the employee is unable to produce 30 ml of urine, he or she shall be given fluids to drink and shall remain at the collection site under observation until able to produce a 30-ml specimen, for up to eight (8) hours at the Employer's option. If still unable to produce a 30-ml specimen, the blood specimen will be forwarded to the lab for analysis, and the employee shall be referred for medical evaluation. Contractual time limits for disciplinary action, as set forth in this Agreement, shall begin on the day on which specimens are drawn. In the event the Employer alleges only that the employee is intoxicated on alcohol and not drugs, previously

agreed-to procedures under this Agreement for determining alcohol intoxication shall apply.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication."

Section A 1.2 DOT Random Testing

It is agreed by the parties that random urine drug testing will be implemented only in accordance with the DOT rules under 49 CFR Part 391, Subpart H.

It is agreed that the Employer shall discontinue urine drug testing in conjunction with the DOT physical after the Employer has implemented its random urine drug testing program and is testing at the fifty percent (50%) rate.

The method of selection for random urine drug testing will be neutral so that all employees subject to testing will have an equal chance to be randomly selected.

The term "employees subject to testing" under this agreement is meant to include any employee required to have a DOT physical examination under the Department of Transportation regulations. Employees out on long term injury or disability for any reason shall be removed from the random pool.

The provisions of Section A 1.6 C, Split Sample Procedures, and Section A 1.10 A, One-Time Rehabilitation, shall apply to random urine drug testing.

Section A 1.3 Non-Suspicion-Based Post-Accident Testing

Non-suspicion-based post-accident testing is defined as urine drug testing as a result of an accident when the driver is issued a citation for a moving traffic violation arising from an accident. Urine drug testing will be required after accidents meeting the following conditions and drivers are required to present themselves for such testing within thirty-two (32) hours after such accident:

"Accident" means an occurrence involving a commercial motor vehicle operating on a public road which results in: (i) A fatality; (ii) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (iii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle(s) to be transported away from the scene by tow truck or other vehicle. The driver has the responsibility to make himself/herself available for urine drug testing within the thirty-two (32) hour period in accordance with the procedures outlined in this Subsection. The driver is responsible for notifying the Employer upon receipt of a citation and to note receipt thereof on the accident report. Failure to so notify the Employer shall subject the driver to disciplinary action.

If a driver receives a citation for a moving violation more than thirty-two (32) hours after a reportable accident, he or she shall not be required to submit to post-accident urine drug testing.

The Employer shall make available a urine drug testing kit and an appropriate collection site for the driver to provide specimens.

The provisions of Section A 1.6 C, Split Sample Procedures, and Section A 1.10 A, One-Time Rehabilitation, shall apply to non-suspicion-based post-accident drug testing.

Section A 1.4 Chain of Custody Procedures

Any specimens collected for drug testing shall follow the DHHS/DOT (Department of Health and Human Services/Department of Transportation) specimen collection procedures. At the time specimens are collected for any drug testing, the employee shall be given a copy of the specimen collection procedures. In the presence of the employee, the specimens are to be sealed and labeled. As per DOT regulations, it is the employee's responsibility to initial the specimens, additionally ensuring that the specimens tested by the laboratory are those of the employee. The required procedure follows:

A. Blood Specimens

For probable suspicion testing, blood shall be drawn first. The blood specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are drawn, the individual test tubes shall, in the presence of the employee, be sealed and labeled and the employee has the responsibility to identify each specimen and initial same. Urine is similarly collected, sealed, labeled and initialed. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The employee has the responsibility to initial the outside of the container. The container shall be sent to the designated testing laboratory on the same day or on the next normal business day, by air courier or other fastest available means.

B. Urine Specimens

Where urine specimens are to be provided, at least 30 ml of specimen shall be collected and placed in one (1) self-sealing, screw-capped container. Urine specimen in excess of the first (1st) 30 ml shall be placed in a second (2nd) such container. They shall be sealed, labeled and initialed by the employee without the containers leaving the employee's presence. The employee has the responsibility to identify each specimen and initial same. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The employee has the responsibility to initial the outside of the container. The container shall be sent to the designated testing laboratory at the earliest possible time by the fastest

available means. In this urine collection procedure, urine shall be obtained directly in a wide-mouthed single-use specimen container, which shall remain in full view of the employee until transferred to tamper-resistant urine bottles, and sealed and labeled, and the employee has initialed the bottles. At the employee's request, he or she may void directly into the two (2) self-sealing tamper-resistant urine bottles in the kit.

It is recognized that the Employer has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimen(s) to detect tampering or substitution, provided that the employee's right to privacy is guaranteed and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT regulations. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity and/or chloride measurements may be performed by the laboratory.

Any findings by the laboratory outside the "normal" ranges for creatinine, specific gravity and/or chloride shall be immediately reported to the Company's MRO for determination as to whether another specimen should be drawn.

The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimen in the presence of the tested employee. If each container is received undamaged at the laboratory properly sealed, labeled and initialed, consistent with DOT regulations as certified by the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.

Section A 1.5 Drug Testing Kits

A. Blood and Urine Sample Kits (Probable Suspicion Kits)

The contents of the blood and urine sample kits shall be as follows:

- (1) Security seals for sealing, initialing and labeling each blood vial.
- (2) Non-alcohol antiseptic swab (providone-iodine 10%).
- (3) Holder for evacuated tube and needle.
- (4) 20 gauge x 1.5" multiple sterile pyrogen-free needle.
- (5) One (1) sterile evacuated GRAY top blood collection tube containing 100 mg sodium fluoride and 20-mg potassium oxalate (or in the same proportion), and one (1) sterile evacuated blood collection tube without an anticoagulant, preservative - e.g., RED top tube.

- (6) Two (2) screw-capped self-sealing tamper-resistant urine collection bottles of appropriate capacities (for kits manufactured after April 1994).
- (7) Instructions for specimen collection.

The chain of custody form shall be completed by the hospital/clinic personnel during specimen collection and the appropriate copies for the laboratory placed with the blood and urine specimens into the transportation container. The exterior of the container must then be secured (e.g., by placing the tamper-proof Box Seal over the outlined area). If physically capable, the employee has the responsibility to initial the sealed transportation container.

B. Urine Collection Kits

The contents of the urine collection kit shall be as follows:

- (1) Two (2) screw-capped self-sealing tamper-resistant urine collection bottles of appropriate capacities, one of which contains a temperature reading device affixed to the outside of the container capable of registering the urine temperature specified in the DOT regulations.
- (2) A uniquely numbered (i.e., Specimen Identification Number) DOT approved chain of custody form with similarly numbered Bottle Custody Seals, and a transportation kit seal (e.g., Box Seal) shall be utilized during the urine collection process and completed by the collection site person. The appropriate laboratory copies are to be placed into the transportation container with the urine specimens. The exterior of the transportation kit shall then be secured, e.g., by placing the tamper-proof Box Seal over the outlined area.

The employee has the responsibility to initial the sealed transportation container.

- (3) Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to (1) and (2) above.

Section A 1.6 Laboratory Requirements

A. Urine Testing

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs and employing the test methodologies and cutoff levels covered in the DOT Regulations 49 CFR, Part 40.

B. Specimen Retention

All specimens deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

C. Split Sample Procedure

There will be an optional split sample procedure available to all employees selected for urine drug testing. When any test kit is received by the laboratory, the "primary" sealed urine specimen bottle shall be immediately removed for testing, and the remaining "split" sealed bottle shall be placed in secured storage. Such specimen shall be placed in refrigerated storage if it is to be tested outside of the DOT mandated period of time.

The employee will be given a shrink-wrapped or similarly protected urine collection kit containing two (2) containers for the urine specimen. One container must contain at least 30 ml of urine, and urine in excess of the first 30 ml shall be placed in the second container. Both shall be sealed in the employee's presence, initialed by the employee, then forwarded to an approved laboratory for testing. If the employee is advised by the MRO that the first (1st) urine sample tested positive, in a random or post accident urine drug test, or if the urine portion of a probable suspicion test is positive after the blood tests negative, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first laboratory to another independent and unrelated approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If the employee chooses to have the second (2nd) sample analyzed, he or she shall at that time execute a special checkoff authorization form to ensure payment by the employee. If the employee chooses the optional split sample procedure, disciplinary action can only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the employee may be taken out of service once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. If the second (2nd) test is positive, and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the Employer for the cost of the second (2nd) sample's analysis before entering the rehabilitation program. If the second (2nd) laboratory report is negative, the employee will be reimbursed for the cost of the second (2nd) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action in the Supplements are waived.

D. Laboratory Accreditation

All laboratories used to perform urine drug testing pursuant to this Agreement must be accredited by the Substance Abuse & Mental Health Services Administration (SAMHSA).

Laboratories that have not previously been approved for blood drug testing but which desire to begin such testing, pursuant to this Agreement, must apply to the parties for approval and be added to the approved list before testing.

Section A 1.7 Laboratory Testing Methodology

The initial testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.

When a grievance is filed as a result of a positive drug test, the Employer shall obtain the test results from the laboratory relating to the drug test, and shall provide a copy to the Union.

A. Blood Testing

In testing blood specimens, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate.

In probable suspicion testing, a "positive" finding for cannabinoids will be forensically reported under any of the following results obtained after testing blood specimens by gas chromatography/mass spectrometry:

- (1) The blood/serum contains at least two (2) and up to five (5) nanograms THC/ml and at least ten (10) nanograms THC metabolites/ml.
- (2) The blood/serum contains at least five (5) or more nanograms THC/ml, regardless of the THC metabolite concentration.
- (3) The blood/serum contains twenty (20) or more nanograms THC metabolites/ml, regardless of THC concentration.

If none of the above blood marijuana findings results are obtained, a "negative" finding shall be reported.

Where other Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist and certified as accurate.

All positive test results must be reviewed by the certifying scientist and certified as accurate.

B. Prescription and Non-prescription Medications

If an employee is taking a prescription or non-prescription medication in the appropriate described manner, he or she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

C. Medical Review Officer (MRO)

The Medical Review Officer (MRO) shall be a licensed physician with the knowledge of substance abuse disorders. The MRO shall review and interpret all urine drug test results, as required by the DOT for all employees tested for drugs under this Agreement, from the laboratory and shall examine alternate medical explanations for such positive tests. Prior to the final decision to verify a positive urine drug test result, all employees shall have the opportunity to discuss the results with the MRO. If the employee has not discussed the results of the positive urine drug test with the MRO within five (5) days after being contacted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification.

Section A 1.8 Leave of Absence Prior to Testing

A. Treatment Leave

An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

B. One (1) Leave Limit

Such leave of absence shall be granted on a one (1)-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement thereto except continued accrual of seniority, nor does this provision amend or alter the disciplinary provision.

C. Testing Upon Return to Work

Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Section A 1.10 of the Appendix. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.

D. Non-Application to Probationary Employees

The provisions of this Section shall not apply to probationary employees.

Section A 1.9 Disciplinary Action Based on Positive Test Results

Consistent with past practice under this Agreement, and notwithstanding any other language in any Supplement, the Employer may take disciplinary action based on the test results as follows:

- A. If a laboratory, following the procedures described in Sections A.6 and A.7, reports that a urine test is positive, the employee shall be subject to discharge [except as provided in Section A 1.10].
- B. The following actions shall apply in probable suspicion testing based on DOT and contractual mandates.
 - (1) If the blood test is positive according to the procedures described in Parts (f) and (g), the employee shall be subject to discharge.
 - (2) If the blood test is negative and the urine test is positive, the employee shall be medically unqualified as prescribed by the DOT regulations.
 - (3) If the blood test is negative and the urine test is negative, the employee shall be immediately returned to work and made whole for all lost earnings.
- C. If test results show a blood alcohol concentration equal to or above the level previously determined by this Agreement for alcohol intoxication, the employee shall be subject to discharge pursuant to this Agreement.

Section A 1.10 Return to Employment After a Positive Drug Test

A. One-Time Rehabilitation

Any employee testing positive for drugs or alcohol, thereby subjecting the employee to discipline, shall be granted reinstatement on a one (1)-time lifetime basis if the employee successfully completes a program of evaluation and/or rehabilitation which has been approved by the applicable Medical Insurance Plan where such is the practice. Any cost of evaluation and/or rehabilitation, over and above that paid for by the applicable Medical Insurance Plan, must be borne by the employee.

B. Rehabilitation Conditions

Employees electing the one-time lifetime evaluation and/or rehabilitation must notify the Employer within ten (10) days of being notified by the Employer of a positive urine drug test. The evaluation process and/or rehabilitation program must take a minimum of ten (10) days. The employee must begin the evaluation process and/or rehabilitation program within fifteen (15) days after notifying the Employer. The employee must request reinstatement promptly after successful completion of the evaluation process and/or rehabilitation program. After the minimum ten (10) day period, the employee may request reinstatement, but must first provide a negative urine drug test, to be conducted by a clinic and laboratory of the Employer's choice, before the employee can be reinstated. Any employee choosing to protest the discharge must file a protest under the applicable Supplement. After the discharge is sustained, the employee must notify the Employer within ten (10) days of the date of the decision, of the desire to enter the evaluation process and/or rehabilitation program.

C. Limits on Benefits Accrual

While undergoing treatment, the employee shall not receive any of the benefits provided by this Agreement thereto except continued accrual of seniority.

D. Post Treatment/Return to Work Testing Required

Upon being reinstated, and after providing the negative drug test provided in Subpart B, of this Section, the employee will be subject to three (3) additional tests for drugs without prior notice. Two (2) of these tests will occur within the six (6) months of the employee's reinstatement and the third (3rd) test to occur within the six (6) to twelve (12) month period after the employee's return to employment. A positive test result as set forth in Section A 1.7 of this Appendix or a refusal to submit to testing shall result in discharge without the receipt of a prior warning letter.

Section A 1.11 Special Grievance Procedure

The Grievance Procedure set forth in Parties' Collective Bargaining Agreement shall be used for alcohol/drug related disputes.

Section A 1.12 Paid-for Time

A. Training

Employees undergoing substance abuse training as required by the DOT will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.

B. Testing

Employees subject to testing and selected by the random selection process for urine drug testing shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

(1) Random Drug Tests

a. for all time at the collection site.

b. travel time.

i. for travel time one way if the collection site is reasonably en route between the employee's home and the public works garage, and the employee is going to or from work; or

ii. for travel time both ways between the public works garage and the collection site, only if the collection site is not reasonably en route between the employee's home and the public works garage.

c. When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, or 9.5 hours the employee is paid time and one-half for all time past the eight (8) hours or 9.5 hours.

d. The Employer will not require the city employee to go for urine drug testing before the city employee's shift, provided the collection site is open during or immediately following the employee's shift.

e. During an employee's shift, an employee will not be required to use his/her personal vehicle from the public works garage to and from the collection site to take a random drug test.

f. If a driving employee is called at home to take a random drug test at a time when the driving employee is not en route to or from work, the driver shall be paid, in addition to all time at the collection site, travel time both ways between the driver's home and the collection site with no minimum guarantee.

(2) Non-Suspicion-Based Post-Accident Testing

a. In the event of a non-suspicion-based post accident testing situation, where

the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time [during the thirty-two (32) hour period], the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

b. When the Employer takes a driving employee out of service and directs the employee to be tested immediately, the Employer will make arrangements for the driving employee to return to his/her home or the public works garage in accordance with this Agreement.

PART II ALCOHOL TESTING

Section A 2.1 Employees Who Must be Tested

There shall be random; non-suspicion-based post-accident and probable suspicion alcohol testing of all employees subject to DOT-mandated alcohol testing. This includes all employees who, as a condition of their employment, are required to have a DOT physical, and are subject to testing for drugs under Part I, Section 2, of this Appendix.

Employees covered by this Collective Bargaining Agreement who are not subject to DOT-mandated alcohol testing are only subject to probable suspicion testing as provided in Part I, Section 1, of this Appendix.

Section A 2.2 Alcohol Testing Procedure

All alcohol testing under this Section will be conducted in accordance with applicable DOT/FHWA regulations. Breath samples will be collected by a Breath Alcohol Technician (BAT), who has successfully completed the necessary training course that is the equivalent of the DOT model course. The training shall be specific to the type of Evidential Breath Testing (EBT) device being used for testing. The Employer shall provide the employees with material containing the information required by Section 382.601 of the Federal Motor Carrier Safety Regulations.

A. Screening Test

The initial screening test uses an Evidential Breath Testing (EBT) device, unless other testing methodologies or devices are mandated or agreed upon, to determine levels of alcohol. The following initial cutoff levels shall be used when screening breath samples to determine whether they are negative or positive for alcohol.

Breath Alcohol Levels:

- Less than 0.02% BAC - Negative
- 0.02% BAC and above - Positive (Requires Confirmation Test)

B. Confirmatory Test

All samples identified as positive on the initial screening test, indicating an alcohol concentration of 0.02% BAC or higher, shall be confirmed using an EBT device that is capable of providing a printed result in triplicate; is capable of assigning a unique sequential number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the devices the device's serial number and the time of the test, unless other testing methodologies or devices are mandated or mutually agreed upon.

A confirmation test must be performed a minimum of fifteen (15) minutes after the screening test, but not more than twenty (20) minutes after the screening test.

The following cut off levels shall be used to confirm a positive test for

alcohol Breath Alcohol Levels:

- Less than 0.02% BAC - Negative
- 0.02% BAC to 0.039% BAC - Positive*
- 0.04% BAC and above - Positive*

*Refer to Part II, Section 2.12, of this Appendix, for Discipline Based on a Positive Test

Section A 2.3 Notification

All employees subject to DOT-mandated random alcohol testing will be notified of testing by the Employer, in person or by direct phone contact.

Section A 2.4 Pre-Qualification Testing for Non-DOT Personnel

An employee who transfers from a non-DOT-covered position to a safety sensitive position, requiring DOT mandated alcohol testing, will be subject to an alcohol test as part of the pre-qualification conditions for filling such position Employees will be advised in writing prior to transferring to a safety sensitive function as defined by DOT, that pre-qualification testing will be conducted to determine the presence of alcohol. Any employee testing positive below the state DWI/DUI limit in a pre-qualification alcohol test shall not be permitted to re-qualify for a period of one (1) year.

Section A 2.5 Random Testing

The method used to randomly select employees for alcohol testing shall be neutral scientifically valid and in compliance with DOT regulations.

The annual random testing rate for alcohol use shall be the rate established by the Administrator of the FHWA.

In the event of a grievance or litigation, the Employer shall, upon written request from the employee, release to the employee and the Union (in its capacity as representative of the grievant and as a decision maker in the grievance process), information required to be maintained under the DOT alcohol testing regulations and arising from the results of all alcohol test which is subject to release under the regulations.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure ensuring that all affected employees are treated fairly and equally.

Employees subject to random alcohol testing shall be tested within one (1) hour prior to starting the tour of duty, during the tour of duty, or immediately after completing the tour of duty.

Employees who are on long-term illness or injury leave of absence, disability or vacation shall not be subject to testing during the period of time they are away from work.

Section A 2.6 Non-Suspicion-Based Post-Accident Testing

Employees subject to non-suspicion-based post-accident alcohol testing shall be limited to those employees subject to DOT alcohol testing who are involved in an accident where there is:

- (i) a fatality, or,
- (ii) a citation under State or local law is issued to the driver for a moving traffic violation arising from the accident in which;
 - (a) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accidents or
 - (b) one or more motor vehicles incurring disabling damage as a result of the accidents requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

Alcohol testing will be required under the above conditions and employees are required to submit to such testing as soon as practicable. Under no circumstances shall this type of testing be conducted after eight (8) hours from the time of the accident.

It shall be the responsibility of the driver to remain readily available for testing, after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the employee to not use alcohol for eight (8) hours or until a DOT post-accident alcohol test is performed, whichever occurs first. It is not the intention of this language to require the delay of necessary medical attention or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or necessary medical attention.

Prior to the effective date of the DOT alcohol testing regulations, the Employer agrees to give each employee subject to DOT non-suspicion-based post-accident testing written notification of the procedures required by the DOT regulations in the event of an accident as defined by the DOT.

Section A 2.7 Substance Abuse Professional (SAP)

A. The Substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist or social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

B. The Employer will provide the employee with a list of resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol as soon as practicable but no later than thirty-six (36) hours after the Employer's receipt of notice from the BAT, exclusive of holidays and weekends. The SAP will be the only person responsible for determining, during the evaluation process, whether an employee will be directed to a rehabilitation program and if so, for how long.

C. Follow-up and return-to-duty tests need not be confined to the substance involved in the violation. If the SAP determines that a driver needs assistance with an alcohol and drug abuse problem the SAP may require drug tests to be performed along with any required alcohol follow-up and/or return-to-duty tests, if it has been determined that a driver has violated the drug testing prohibition.

D. Any cost of evaluation by the SAP and/or rehabilitation recommended by the SAP associated with the abuse of alcohol while performing or available to perform safety-sensitive functions under this Agreement, over and above that paid for by the applicable Health and Welfare Fund, must be borne by the employee. The Employer shall pay for pre-qualification alcohol testing for employees who transfer from a non-DOT-covered position to a safety-sensitive position requiring DOT-mandated alcohol testing provided the employee tests negative. The Employer will also pay for random non-suspicion-

based post-accident and probable suspicion alcohol testing. Return-to duty and follow-up alcohol testing that is prescribed by the SAP, will be paid for by the Employer, provided the employee tests negative.

Section A 2.8 Probable Suspicion Testing

Employees subject to DOT probable suspicion alcohol testing under this Appendix shall be tested in accordance with current, applicable DOT regulations.

For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

Probable suspicion is defined as an employee's specific observable appearance, behavior, speech or body odor that clearly indicates the need for probable suspicion alcohol testing.

In the event the Employer is unable to determine whether the abnormal behavior or appearance is due to alcohol or drugs, the Employer shall specify that the basis for any disciplinary action or testing is for "alcohol and/or drug intoxication" In such cases, the employee shall be tested in accordance with Part I, Section 1, of this Appendix and applicable DOT alcohol testing regulations.

In cases where an employee has specific, observable, abnormal indicators regarding appearance, behavior, speech or body odor, and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of alcohol the Employer may require the employee, in the presence of a union shop steward or other employee requested by the employee under observation, to submit to a breath alcohol test. Suspicion is not probable and thus not a basis for testing if it is based solely on third party observation and reports.

The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. Upon request, a copy must be provided to the shop steward or other union official after the employee is discharged or suspended or taken out of service.

All supervisors and Employer representatives designated to determine whether probable suspicion exists to require an employee to undergo alcohol testing shall receive specific training on the physical, behavioral speech and performance indicators of how to detect probable suspicion alcohol misuse and use of controlled substances as required by DOT regulations.

In the event the Employer requires a probable suspicion test, the Employer shall provide transportation to and from the testing location.

Section A 2.9 Preparation for Testing

All alcohol testing shall be conducted in conformity with the DOT alcohol testing regulations. Any alleged abuse by the Employer, such as proven harassment of any employee or deliberate violation of the regulations or the contract shall be subject to the grievance procedure to provide a reasonable remedy for the alleged violation.

Upon arrival at the testing-site, an employee must provide the Breath Alcohol Technician (BAT) with proper identification. If requested, the employee will sign a consent form authorizing the BAT to collect a breath sample and release the result of the breath testing to his/her Employer, but shall not be required to waive any claim or cause of action under the law.

A standard DOT approved alcohol testing form will be used by all testing facilities.

Section A 2.10 Specimen Testing Procedures

All procedures for alcohol testing will comply with Department of Transportation regulations.

No unauthorized personnel will be allowed in any area of the testing site. Only one alcohol testing procedure will be conducted by a BAT at the same time.

The employee will provide his or her breath sample in a location that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to ensure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily. Testing will be under the direct observation of a Breath Alcohol Technician (BAT). All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the Evidential Breath Testing device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample.

If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, as soon as practical an evaluation from a licensed physician selected by the Employer and the Local Union concerning the employee's medical ability to provide an adequate amount of breath. If the physician is unable to determine that a medical condition has, or with a high degree of probability could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and subject the employee to discharge.

Section A 2.11 Leave of Absence Prior to Testing

All employees shall be subject to only one (1) lifetime voluntary leave of absence prior to testing and post positive testing as provided in Section A 1.10 above, for the purpose of undergoing a program for alcohol or drug use. Such leave shall be granted for a period of no more than sixty (60) days, and shall not be extended, unless by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement or Supplements thereto, except the continued accrual of seniority. This provision does not alter or amend the disciplinary provision (Part II, Section A 2.12) of this Part, except as provided in Section A 1.10 above.

Before returning to work the employee must have completed any recommended treatment and taken a return to duty test, with a result of less than 0.02% BAC, and further be subject to six (6) unannounced follow-up alcohol tests in the first twelve (12) months following the employee's return to duty.

Section A 2.12 Disciplinary Action Based on Positive Test Results

A. First Positive Test

0.02% BAC - 0.039% BAC

Out of service for 24 hours

0.04% BAC - Less than State DWI/DUI
Limit

Out of Service for the length of time determined by the SAP with a minimum
of twenty-four (24)

hours State DWI/DUI Limit and
Above

Subject to discharge

B. Second Positive Test

0.02% BAC - 0.039% BAC

Out of Service for a five (5) calendar day
suspension 0.04% BAC - Less than State DWI/DUI
Limit

Out of Service for the length of time determined by the SAP with a minimum
of a twenty (20) calendar day

suspension State DWI/DUI Limit and
Above Subject to discharge

C. Third Positive Test

0.02%BAC-0.39%BAC

Out of Service for a fifteen (15) calendar day
suspension 0.04% BAC - Less than State DWI/DUI Limit

Out of Service for length of time determined by the SAP with a minimum of

a thirty (30) calendar day
suspension State DWI/DUI Limit and
Above
Subject to Discharge

D. Fourth Positive Test

0.02% BAC - 0.039% BAC
Subject to discharge
0.04% BAC - Less than State DWI/DUI
Limit
Subject to discharge

State DWI/DUI Limit and Above
Subject to discharge

E. Non-Suspension Post-Accident Positive Test

An employee who is tested positive in a non-suspicion-based post-accident alcohol testing situation shall be subject to the following discipline for the positive alcohol test or the vehicular accident, whichever is greater:

First Non-Suspicion-Based Post Accident Positive Test - 0.02% BAC - 0.039% BAC
- Thirty (30) calendar day
suspension 0.04% BAC and higher
Subject to discharge.

F. Employee Refusal to Test

An employee's refusal to submit to any alcohol test will subject the employee to discharge.

Section A 2.13 Returns to Duty After a Positive Alcohol Test

Before returning to work the employee must have completed any recommended treatment determined by the SAP and taken a return to duty alcohol test, with a result of less than 0.02% BAC, and further be subject to at least SIX (6) unannounced follow-up alcohol and/or drug tests as determined by the SAP.

Section A 2.14 Paid-for-Time - Testing

Employees subject to testing and selected by the random selection process for alcohol testing shall be compensated at the regular straight time hourly rate of pay provided that the test is negative:

A. Random Alcohol Tests

- (1) Paid for all time at the collection site.

(2) Travel Time Payment

(i) for travel time one way if the collection site is reasonably en route between the employee's home and the public works garage and the employee is going to or from work or

(ii) for travel time both ways between the public works garage and the collection site, only if the collection site is not reasonably en route between the employee's home and the public works garage.

(3) Post Shift Payment

When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours or 9.5 hours, the employee is paid time and one-half for all time past the eight (8) hours or 9.5 hours.

(4) No Pre-Shift Testing

The Employer will not require an employee to go for alcohol testing before the employee's shift, provided the collection site is open during or immediately following the employee's shift.

(5) Use of Personal Vehicle Prohibited

During an employee's shift, an employee will not be required to use his/her personal vehicle from the public works garage to and from the collection site to take a random alcohol test.

B. Non-Suspicion-Based Post-Accident Testing

(1) Delayed Testing Payment

In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time (during the eight (8) hour period), the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

(2) Immediate Testing Payment

When the Employer takes a driver out of service and directs the employee to be tested immediately, the Employer will make arrangements for the driver to return to his/her home or to the public works garage in accordance with this Agreement.

Section A 2.15 Record Retention

The Employer shall maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur.

Each Employer or its agent is required to maintain the following records for two years:

- A. Records of the inspection and maintenance of each EBT used in employee testing.
- B. Documentation of the Employer's compliance with the Quality Assurance Program for each EBT it uses for alcohol testing; and
- C. Records of the training and proficiency testing of each BAT used in employee testing.

The Employer must maintain for five years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks.

Section A 2.16 Special Grievance Procedure

The Grievance Procedure set forth in Parties' Collective Bargaining Agreement shall be used for alcohol/drug related disputes.

Section A 2.17 Non-Driver Testing Exemptions

Non-DOT and/or non-driving employees who are otherwise covered by the terms of this Agreement, shall only be subjected to drug and/or alcohol testing as provided in Part III of this Appendix, and shall be expressly excluded for any random, routine or situational testing.

PART III NON-DOT/NON-DRIVING EMPLOYEE DRUG/ALCOHOL TESTING

Section A 3.1 Statement of Policy

It is the policy of the Village that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty.

Section A 3.2 Drug and Alcohol Testing Permitted

Where the Village has reasonable suspicion to believe that a "non-DOT/non-driving employee" (hereinafter in this Part III, referred to as "employee(s)") is under the influence of alcohol or drugs during the course of the work day, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least two (non-bargaining unit) supervisory personnel must observe their reasonable suspicions concerning the affected employee prior to any direction to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees except random testing of an individual employee as authorized in Section 8 below.

Drugs means illegal drugs which include any substance which an individual may not sell, use, possess or distribute under the laws of the State of Illinois or the federal government. The drugs covered under this definition are:

Amphetamines	Methadone
Barbiturates	Methaqualone
Benzodiazepines	Opiates
Cannabinoids	Phencyclidine Propoxyphene
Cocaine	

Alcohol means beverages containing alcohol which, when consumed, can produce intoxication.

Possess means to have on one's person or personal effects.

Village property means any office, shop, parking lot or vehicle owned and operated by the Village.

Section A 3.4 Order to Submit to Testing

The Village will verbally provide the employee with the reasons for the suspicion prior to the order. The reasons will be reduced to writing within twenty-four (24) hours of the time the observations were made. A copy of this written observation shall be provided to the Union. Refusal to submit to such testing may subject employees to discipline up to and including discharge but employees taking a test shall not be construed as having waived any objection or rights that they may have.

Section A 3.5 Tests to be Conducted

In conducting drug testing and/or alcohol testing authorized by this Agreement, the Village shall:

(a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the

National Institute of Drug Abuse (NIDA);

(b) insure that the laboratory or facility selected conforms to all NIDA standards;

(c) collect split samples in such a manner as to preserve the individual employees right to privacy, insure a high degree of security for the sample and its freedom from adulteration; however, employees may nonetheless be witnessed by medical personnel at a hospital facility to ensure that the employee does not attempt to compromise the accuracy of the test sample;

(d) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(e) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the tests and that the chain-of-custody for the transfer of such sample is confirmed by a neutral third party;

(f) require that the laboratory or hospital facility report to the Village that a urine or blood sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The Village shall take no adverse employment action against an employee whose test results are negative;

(g) In reporting a positive test result, the laboratory shall state the specific substances for which the test is positive and shall provide the quantitative results of the GC/MS confirmation test. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate. Should the results be reviewed by Medical Review Officers, they must be physicians trained in pharmacology.

For alcohol testing, the Village shall:

Regard test results showing an alcohol concentration as that currently established by the State of Illinois as being under the influence.

For drug testing the Village shall:

Regard as positive those tests based on the cut-off levels as those currently established by the United States Department of Health and Human Services.

The Village shall also provide each employee tested with a copy of all information

and reports received by the Village in connection with testing and the results when the employee requests same. In addition, the Village shall insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result. Employees testing negative for drugs or alcohol shall be returned to work with no loss of pay, benefits or seniority.

Section A 3.6 Right to Contest

The Union and/or employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section A 3.7 Voluntary Requests for Assistance

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem, other than the Village may require reassignment of employees with pay if they are then unfit for duty in their current assignments. The Village shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any other manner adverse to the employee's interests, except reassignment as described above.

Section A 3.8 Discipline

In the first instance that employees test positive on both the initial and confirmatory test for any other drug other than supported prescribed drugs or are found to be under the influence of alcohol, they shall be subject to immediate discipline including either suspension, referral to the E.A.P. or discharge. Discipline may, in some instances, include a combination of the foregoing.

Discipline less than discharge (as provided for in Section A 1.10, "reinstatement on a one-time lifetime basis") is conditional upon:

- (a) the employee agreeing to appropriate treatment as determined by the physicians involved;

- (b) the employee discontinues the abuse of drugs or alcohol;
- (c) the employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to random testing during hours of work during the period of "aftercare" up to one (1) year's duration.

Employees are not allowed to voluntarily request the E.A.P. in lieu of discipline once tests have been ordered.

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second time for the presence of drugs or alcohol during the hours of work shall be subject to immediate discharge without appeal through the grievance procedure.

The foregoing shall not be construed as an obligation on the part of the village to retain an employee on active status through the period of rehabilitation if it is appropriately determined that the current use of alcohol or drugs prevents employees from performing their duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall use accumulated paid leave or take an unpaid leave-of-absence, pending treatment. The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section A 3.9 Costs

The Village shall pay the full cost of all testing.

Section A 3.10 Notification

Any Employee subject to drug/alcohol testing shall be given a copy of this policy prior to being tested. The Union shall be advised when an employee is to be tested for drugs or alcohol if feasible.

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: October 5, 2023
RE: Fifth Amendment to Professional Services Agreement with American Traffic Solutions, Inc., doing business as Verra Mobility, Regarding A Five Year Term Extension for the Red Light Camera Enforcement Services (January 1, 2023 to December 31, 2027)

Per the request of Acting Chief Yancy, and following review by the Community Policing and Public Safety Committee at the September 2023, Committee meeting, I have enclosed the following documents for your consideration and action at the October 10, 2023, Combined Committee of the Whole / Special Village Board Meeting of the President and the Board of Trustees:

1. A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A FIFTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND AMERICAN TRAFFIC SOLUTIONS, LLC, NOW KNOWN AS VERRA MOBILITY CORP., RELATIVE TO FIVE YEAR TERM EXTENSION FOR THE CONTINUATION OF AN AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM AT CERTAIN INTERSECTIONS WITHIN THE VILLAGE (Term: January 1, 2023 to December 31, 2027); and
2. A cover letter dated September 28, 2023 from Acting Chief Yancy to Acting Village Manager Krischke, with a copy of the proposed Fifth Amendment to Professional Services Agreement attached, along with some supporting data.

The Village and American Traffic Solutions, LLC ("ATS"), now known as Verra Mobility Corp. ("Verra Mobility"), have been parties to a Professional Services Agreement regarding digital photo red light traffic enforcement since July 22, 2008 (the "Agreement"). The original Agreement has been amended and extended several times by mutual agreement of the parties (i.e., First Amendment is dated April 16, 2013; the Second Amendment is dated August 24, 2016; the Third Amendment is dated December 8, 2020; the Fourth Amendment is dated December 21, 2021). The term of the Agreement, as extended by the Fourth Amendment, concluded on December 31, 2022. At the January 10, 2023 COW Meeting, the members of the COW heard a presentation by a ATS representative regarding renewal of the contract and referred the item to the Community Policing and Public Safety Committee. The proposed Fifth Amendment to the Professional Services Agreement, if approved by the Board, will extend the Village's Agreement with ATS/Verra Mobility for a period of five (5) years, from January 1, 2023 through December 31, 2027.

If you have any questions, please feel free to contact me.

Mike

Enclosures

cc: Tori-Love Garron, Village Clerk (w/ encls.)
 James Krischke, Acting Village Manager (w/ encls.)
 Theodore Yancy, Acting Chief of Police (w/encls.)
 Lanya Satchell, Finance Director (w/ encls.)
 Michael A. Marrs (w/ encls.)

RESOLUTION NO. R-2023 - _____

**A RESOLUTION AUTHORIZING AND APPROVING
THE EXECUTION AND APPROVAL OF A FIFTH AMENDMENT TO
A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND AMERICAN TRAFFIC SOLUTIONS, LLC, DOING BUSINESS AS
VERRA MOBILITY CORP., RELATIVE TO A FIVE YEAR TERM EXTENSION FOR THE CONTINUATION
OF AN AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM AT CERTAIN INTERSECTIONS
WITHIN THE VILLAGE (Term: January 1, 2023 to December 31, 2027)**

WHEREAS, in 2008, the President and Board of Trustees of the Village of Maywood (the "Village") entered into an agreement entitled "A Professional Services Agreement" ("Agreement") between American Traffic Solutions, LLC ("ATS") and the Village of Maywood, relative to the construction and operation by ATS of an automated traffic law enforcement system (the "System") in the Village and to set forth the cost sharing arrangement between the Parties relative to the operation and maintenance of the System; and

WHEREAS, the President and Board of Trustees have previously approved several amendments to the Agreement consisting of: (a) a First Amendment to the Agreement ("First Amendment") entered into on April 16, 2013; (b) a Second Amendment to the Agreement ("Second Amendment") entered into on August 24, 2016; (c) a Third Amendment to the Agreement ("Third Amendment") entered into on December 8, 2020; and (d) a Fourth Amendment to the Agreement ("Fourth Amendment") entered into on December 21, 2021; and

WHEREAS, the Village and ATS, now doing business as Verra Mobility, have now agreed to enter into a five (5) year term extension of the Agreement, as described in the attached Fifth Amendment to the Agreement (the "Fifth Amendment"), for purposes of having ATS perform the same services on the same financial terms and conditions set forth in the Agreement, as amended. A draft copy of the Fifth Amendment is attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village, a home rule Illinois municipal corporation, have the authority to enter into the Fifth Amendment pursuant to their home rule powers and intergovernmental cooperation powers set forth at Article VII, Sections 6 and 10 of the 1970 Illinois Constitution and the applicable provisions of the Illinois Municipal Code (65 ILCS 5), and find that entering into the Fifth Amendment is in the best interests of the Village, its residents, 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 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 Document(s). The President and Board of Trustees of the Village of Maywood authorize the approval and execution of the "Fifth

Amendment to Professional Services Agreement” in substantially the form attached hereto as **Exhibit “1”** and made a part hereof, in order for ATS, doing business as Verra Mobility, to continue to provide red-light camera services for the Village, subject to the terms and conditions contained in the Agreement, as amended. 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 and deliver the final version of the Fifth Amendment, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 3: Execution of Document(s). The President and Board of Trustees of the Village of Maywood authorize and direct the Village President, the Village Manager, the Village Finance Director, the Village Treasurer, the Village Clerk and/or the Village Attorney, or their designees, to execute such instruments and other documents and pay all costs that are necessary to fulfill the Village’s obligations under the Fifth Amendment.

SECTION 4: Delivery of Signed Document(s). The President and Board of Trustees of the Village of Maywood further authorize and direct the Village Clerk, the Village Manager and/or the Village Attorney, or their designees, to transmit executed duplicate originals or certified copies of this Resolution and the Fifth Amendment to all parties that are entitled to receive such documents.

SECTION 5: Effective Date. This Resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

ADOPTED this 10th day of October, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 10th day of October, 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

Date: _____, 2023.

Exhibit "1"

**FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS AND
AMERICAN TRAFFIC SOLUTIONS, LLC, DOING BUSINESS AS VERRA MOBILITY CORP., RELATIVE
TO THE CONTINUED OPERATION OF AN AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM**

(attached)

**FIFTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This Fifth Amendment (the "Fifth Amendment") is dated as of the date of the last party's execution hereof (the "Effective Date") and is entered into between American Traffic Solutions, LLC., doing business as Verra Mobility ("Verra Mobility") with its principal place of business at 1150 N. Alma School Rd. Mesa, AZ 85201 and the Village of Maywood, Illinois ("Customer"), an Illinois municipal corporation with principal offices at 40 Madison Street, Maywood, Illinois, 60153.

RECITALS

WHEREAS, on July 22, 2008, the Customer and Verra Mobility entered into a Professional Services Agreement for the Customer's use of the Axisis™ System to enforce traffic violations (the "Original Agreement"); and

WHEREAS, on April 16, 2013, the Customer and Verra Mobility entered into a First Amendment to the Original Agreement (the "First Amendment"); and

WHEREAS, on August 24, 2016, the Customer and Verra Mobility entered into a Second Amendment to the Original Agreement (the "Second Amendment"); and

WHEREAS, on December 15, 2020, the Customer and Verra Mobility entered into a Third Amendment to the Original Agreement (the "Third Amendment"); and

WHEREAS, on December 30, 2021, the Customer and Verra Mobility entered into a Fourth Amendment to the Original Agreement (the "Fourth Amendment"); and

WHEREAS, the parties desire to extend the term of the Agreement for an additional five (5) year term; and

WHEREAS, Section 18 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and,

WHEREAS, the Customer and Verra Mobility mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, the Customer and Verra Mobility do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. The Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, collectively referred to herein as the "Agreement".
3. Section 4. TERM AND TERMINATION of the Agreement is hereby amended by deleting section 4(a) in its entirety and replacing it with the following:
 - a. The term of this Agreement shall commence on January 1, 2023 and continue for a period of five (5) years, unless a new Camera System is installed subsequent to January 1, 2023 then the term will be five (5) years from the installation of the new Camera System (the "Current Term"). Upon the expiration of the Current Term the Agreement shall automatically renew for one (1) year terms unless one of the parties provides the other party sixty (60) days written notice of its intent not to renew the term for another one (1) year period.

4. Except as expressly amended or modified by the terms of this Fifth Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Fifth Amendment and the Agreement, the terms of this Fifth Amendment shall prevail and control.
5. The provisions of this Fifth Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Fifth Amendment are merged into this Fifth Amendment.
6. This Fifth Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Fifth Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Fifth Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

VILLAGE OF MAYWOOD, ILLINOIS

By:

Mayor or Village Manager

Date

ATTEST:

By:

Village Clerk

Date

AMERICAN TRAFFIC SOLUTIONS, LLC

By:

Jon Baldwin
Executive Vice President – Government Solutions

Date

APPROVED AS TO FORM

By:

Village Attorney

Date

Village of MAYWOOD



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



28 September 2023

**Jim Krischke
Maywood Village Manager
40 Madison Street
Maywood, Illinois 60153**

Re: New agreement with Verra Mobility

The Maywood Police Department is requesting the Village Board to approve the Fifth Amendment to Professional Service Agreement between American Traffic Solutions, LLC doing business as Verra Mobility and the Village of Maywood. In September of 2023 the Police Department informed the Community Policing and Public Safety Committee of the aforementioned request. This is a five-year service agreement which shall commence on January 1, 2023, and will continue the current services being provided to the village. The Photo Enforcement System enhances public safety by helping to reduce accidents and allows the department to maximize our resources.

Attachments:

**Professional Service Agreement
2023 Photo Enforcement Program Summary**

Respectfully,

**Theodore Yancy
Acting Chief of Police
Maywood Police Department**

**FIFTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This Fifth Amendment (the "Fifth Amendment") is dated as of the date of the last party's execution hereof (the "Effective Date") and is entered into between American Traffic Solutions, LLC., doing business as Verra Mobility ("Verra Mobility") with its principal place of business at 1150 N. Alma School Rd. Mesa, AZ 85201 and the Village of Maywood, Illinois ("Customer"), an Illinois municipal corporation with principal offices at 40 Madison Street, Maywood, Illinois, 60153.

RECITALS

WHEREAS, on July 22, 2008, the Customer and Verra Mobility entered into a Professional Services Agreement for the Customer's use of the Axis™ System to enforce traffic violations (the "Original Agreement"); and

WHEREAS, on April 16, 2013, the Customer and Verra Mobility entered into a First Amendment to the Original Agreement (the "First Amendment"); and

WHEREAS, on August 24, 2016, the Customer and Verra Mobility entered into a Second Amendment to the Original Agreement (the "Second Amendment"); and

WHEREAS, on December 15, 2020, the Customer and Verra Mobility entered into a Third Amendment to the Original Agreement (the "Third Amendment"); and

WHEREAS, on December 30, 2021, the Customer and Verra Mobility entered into a Fourth Amendment to the Original Agreement (the "Fourth Amendment"); and

WHEREAS, the parties desire to extend the term of the Agreement for an additional five (5) year term; and

WHEREAS, Section 18 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and,

WHEREAS, the Customer and Verra Mobility mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, the Customer and Verra Mobility do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. The Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, collectively referred to herein as the "Agreement".
3. Section 4. TERM AND TERMINATION of the Agreement is hereby amended by deleting section 4(a) in its entirety and replacing it with the following:
 - a. The term of this Agreement shall commence on January 1, 2023 and continue for a period of five (5) years, unless a new Camera System is installed subsequent to January 1, 2023 then the term will be five (5) years from the installation of the new Camera System (the "Current Term"). Upon the expiration of the Current Term the Agreement shall automatically renew for one (1) year terms unless one of the parties provides the other party sixty (60) days written notice of its intent not to renew the term for another one (1) year period.

4. Except as expressly amended or modified by the terms of this Fifth Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Fifth Amendment and the Agreement, the terms of this Fifth Amendment shall prevail and control.
5. The provisions of this Fifth Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Fifth Amendment are merged into this Fifth Amendment.
6. This Fifth Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Fifth Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Fifth Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

VILLAGE OF MAYWOOD, ILLINOIS

By:

Mayor or Village Manager

Date

ATTEST:

By:

Village Clerk

Date

AMERICAN TRAFFIC SOLUTIONS, LLC

By:

Jon Baldwin
Executive Vice President – Government Solutions

Date

APPROVED AS TO FORM

By:

Village Attorney

Date

VILLAGE OF MAYWOOD
 PHOTO ENFORCEMENT PROGRAM
 40 MADISON STREET
 VILLAGE OF MAYWOOD, IL 60153



Event by Location and Lane

Submission Criteria		
Violation Type: ALL	Event Start Date: 01/01/2023	Event End Date: 9/28/2023

Location	Lane	Violation Count	Traffic Count	Violation Rate	Average Speed
MW01 EB ST. CHARLES RD. @ S 9TH AVE.	1	117	329,877	0.35	7.60
	2	685	797,605	0.86	13.82
MW05 SB S 1ST AVE @ HARRISON ST	1	941	1,727,828	0.54	11.42
	2	2,864	1,628,802	1.76	15.43
MW06 SB S 1ST AVE @ CHICAGO AVE	1	182	327,444	0.56	5.02
	2	1,867	2,012,770	0.93	25.61
	3	1,791	1,750,044	1.02	24.67
MW10 SB S 1ST AVE/IL 171 @ WASHINGTON BLVD	1	209	203,708	1.03	8.57
	2	1,266	2,040,559	0.62	26.36
	3	965	1,640,891	0.59	25.02
MW11 NB S 1ST AVE/IL 171 @ WASHINGTON BLVD	1	116	136,025	0.85	8.11
	2	1,108	2,054,474	0.54	24.94
	3	921	1,572,556	0.59	20.84



VILLAGE OF MAYWOOD
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Officer Approval Report

Submission Criteria From Action Date: 1/1/2023 To Action Date: 9/28/2023 Violation Type: ALL VIOLATION TYPES

Officer	Violations Reviewed # of Violations	Violations Approved # of Accepted	Violations Rejected # of Rejected	% Approved	Hours Logged On
BEN MARTINEZ	157	74	83	47.13	2.211
DARYL FAIRLEY	7,608	3,937	3,671	51.75	98.914
ELIJAH WILLIS	0	0	0	0.00	0.000
ERIC DENT	0	0	0	0.00	0.000
LONELL WHITLOCK	0	0	0	0.00	0.000
SONYA HORN	0	0	0	0.00	0.000
T YANCY	0	0	0	0.00	0.000
JW WELCH	0	0	0	0.00	0.000
Totals:	7,765	4,011	3,754	51.65	101.12

Rejection Factors	Count
BAD WEATHER	6
EMT/POLICE/FIRE/GOV/DIPLOMAT	58
FUNERAL PROCESSION	1
NO VEHICLE PRESENT	1
OTHER	5
SLOW ROLL - RIGHT TURN	9
TOO CLOSE TO CITE	3,121
TRAFFIC SIGNAL - GREEN OR YELLOW	2
VEHICLE STOPPED - NO VIOLATION	192
VIOLATION DATE IS PAST ENFORCEABLE DATE	359
Total	3,754



VILLAGE OF MAYWOOD
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Location Performance Summary Report By Lane

Submission Criteria

From Violation Date: 1/1/2023

To Violation Date: 9/28/2023

Violation Type: ALL

Location	A Violation Events	B (C+D+E) Violation Event Rejections		C Non- Violations		D Non- Controllable Rejections		E Controllable Rejections		F Violation Events Still in Workflow	G (A-B-F) Citations Issued		H (G/(G+E)) Issuance Rate		I (B/A) Rejection Percentage		J (E/A) Controllable Rejection Percentage	
		Violation Events	Non- Violations	Non- Controllable Rejections	Controllable Rejections	Violation Events Still in Workflow	Citations Issued	Issuance Rate	Rejection Percentage		Controllable Rejection Percentage							
IW01 EB ST. CHARLES RD. @ S 9TH AVE.	138	96	70	22	4	11	31	88.57%	69.57%	2.90%								
Lane 1	805	416	268	118	30	66	323	91.50%	51.68%	3.73%								
Lane 2	943	512	338	140	34	77	354	91.24%	54.29%	3.61%								
IW05 SB S 1ST AVE @ HARRISON ST	1,001	703	518	183	2	56	242	99.18%	70.23%	0.20%								
Lane 1	3,120	1,823	1,339	485	19	244	1,053	98.23%	58.43%	0.61%								
Lane 2	4,121	2,528	1,857	648	21	300	1,285	98.40%	61.30%	0.51%								
IW06 SB S 1ST AVE @ CHICAGO AVE	188	112	76	22	14	8	68	82.93%	58.57%	7.45%								
Lane 1	2,037	1,436	986	404	46	146	455	90.82%	70.50%	2.26%								
Lane 2	1,964	1,353	980	337	36	156	455	92.67%	68.89%	1.83%								
Lane 3	4,189	2,901	2,042	763	96	310	978	91.06%	69.25%	2.29%								
IW10 SB S 1ST AVE/IL 171 @ WASHINGTON BLVD	224	162	115	26	21	9	53	71.62%	72.32%	9.36%								
Lane 1	1,357	964	657	245	62	97	296	82.68%	71.04%	4.57%								
Lane 2	1,039	653	408	192	53	79	307	85.28%	62.85%	5.10%								
Lane 3	2,620	1,779	1,180	463	136	185	656	82.83%	67.90%	5.19%								
IW11 NB S 1ST AVE/IL 171 @ WASHINGTON BLVD	123	101	82	11	8	5	17	68.00%	82.11%	6.50%								
Lane 1	1,171	832	615	213	4	61	278	98.58%	71.05%	0.34%								
Lane 2	983	598	410	182	6	51	314	98.13%	62.10%	0.62%								
Lane 3	2,257	1,531	1,107	406	18	117	809	97.13%	67.83%	0.80%								
Totals:	14,130	9,249	6,524	2,420	305	989	3,892	92.73%	65.48%	2.16%								

VILLAGE OF MAYWOOD
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Location Performance Summary Report By Lane

Submission Criteria

From Violation Date: 1/1/2023

To Violation Date: 9/28/2023

Violation Type: ALL

Locations With No Events

- MW17 EB MADISON ST @ S 9TH AVE
- MW07 WB MADISON ST @ S 9TH AVE
- MW18 WB ST CHARLES RD @ S 9TH AVE
- MW08 NB S 9TH AVE @ ST CHARLES RD
- MW04 SB S 1ST AVE @ ROOSEVELT RD
- MW09 SB S 9TH AVE @ ST CHARLES RD

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VILLAGE OF MAYWOOD
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Issuance Rate Detail Report

Program Statistics Year: 2023 Document Type: CITATIONS Most Recent Violation Date Loaded: 09/28/2023
 Violation Type: ALL

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR PROGRAM		
													TO DATE	TO DATE	
Actions By Violation Date															
Total Events	1,288	1,254	1,285	1,739	1,852	1,791	1,868	1,732	1,501	0	0	0	14,130	188,841	
Exceptions Outside Vendors Control															
Non-Controllable Exceptions	145	102	113	199	220	151	177	139	95	0	0	0	1,341	19,809	
Police Review Exceptions	582	424	468	577	596	477	622	546	53	0	0	0	4,345	31,728	
Violations In Queue	0	0	0	0	0	0	0	0	989	0	0	0	989	990	
Non Events Exceptions	332	307	266	405	368	455	373	489	273	0	0	0	3,259	80,375	
Adjusted Total Violation Events	239	421	458	558	668	708	486	558	91	0	0	0	4,197	85,941	
Controllable Exceptions (Comm/System)	14	26	13	19	22	137	35	27	12	0	0	0	305	1,808	
Violation Notice Issued	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Violations Issued	225	395	445	539	646	571	461	531	79	0	0	0	3,892	64,133	
Violations Issuance Rate	94%	94%	97%	97%	97%	81%	93%	95%	87%	0%	0%	0%	93%	97%	



VILLAGE OF MAYWOOD
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Issuance Rate Detail Report

Program Statistics Year: 2023 Document Type: CITATIONS Most Recent Violation Date Loaded: 09/28/2023
 Violation Type: ALL

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR TO DATE
Minor Exception Event Detail													
In-Events Exceptions													
Cross Lane Trigger	6	4	4	10	9	7	8	10	6	0	0	0	64
Duplicate Violation Detected	0	0	0	1	0	1	4	2	1	0	0	0	9
Emt/Police/Fire/Gov/Diplomat	50	67	55	70	82	78	88	110	53	0	0	0	653
Flagman / Wavethru	0	0	0	21	8	5	1	1	0	0	0	0	36
Funeral Procession	60	31	16	63	25	110	12	130	29	0	0	0	478
Lane Change-No Evt	1	1	1	0	0	0	0	3	1	0	0	0	7
No Vehicle Present	0	0	1	0	1	0	0	0	0	0	0	0	2
Rear Gate Activation - Trucks	9	23	15	26	25	23	18	23	15	0	0	0	175
Reverse Lane Trigger	4	0	2	0	0	1	0	2	0	0	0	0	9
Traffic Signal - Green Or Yellow	10	7	16	11	21	21	33	30	13	0	0	0	162
Vehicle Stopped - No Violation	192	174	146	203	197	208	211	178	155	0	0	0	1,665
Exceptions	332	307	256	405	368	455	373	489	273	0	0	0	3,258
In-Controllable Exceptions													
Bad Weather	0	0	0	0	0	0	0	0	2	0	0	0	2
Dmv - No Matches Or Records	35	31	48	79	88	52	70	50	26	0	0	0	479
Environmental Obstruction	0	0	0	0	0	3	0	0	0	0	0	0	3
Plate - No Plate/Temporary Plate	12	8	10	9	20	22	24	18	15	0	0	0	138
Plate - State Unreadable Or Non-Us	0	0	0	0	0	1	0	0	0	0	0	0	1
Plate Does Not Match Image	0	0	0	0	0	0	0	0	1	0	0	0	1
Plate Unreadable / Marred	20	13	8	6	23	16	15	13	4	0	0	0	118
Plate/Vehicle Obstructed	61	49	47	75	89	57	68	58	47	0	0	0	551
Violation Date Is Past Enforceable Date	17	1	0	30	0	0	0	0	0	0	0	0	48
Exceptions	145	102	113	199	220	151	177	139	95	0	0	0	1,341
Uncontrollable Exceptions													



VILLAGE OF MAYWOOD
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Issuance Rate Detail Report

Document Type: CITATIONS
 Program Statistics Year: 2023
 Most Recent Violation Date Loaded: 09/28/2023
 Violation Type: ALL

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR TO DATE
Bad Data Bar	2	3	1	7	4	6	3	5	2	0	0	0	33
Camera Malfunction	0	1	0	0	0	18	0	0	0	0	0	0	19
Image Mismatch	0	0	0	0	0	4	2	8	0	0	0	0	14
Lighting - Flash Did Not Trigger	0	0	0	0	0	0	2	0	1	0	0	0	3
Plate Overexposed - Sun Or Flash	0	0	0	0	0	2	0	0	0	0	0	0	2
Veh Pos: Frame A (Over View Line)	1	0	0	1	0	0	0	0	0	0	0	0	2
Video Mismatch	0	5	0	0	0	0	2	0	0	0	0	0	7
Video Missing	11	17	12	11	18	88	23	14	9	0	0	0	201
Video Skipping Or Poor Quality	0	0	0	0	0	21	3	0	0	0	0	0	24
Exceptions	14	28	13	19	22	137	35	27	12	0	0	0	305
b-Total Vendor Exceptions	491	435	382	623	610	743	585	655	380	0	0	0	4,904
Ice Exception Detail													
Bad Weather	0	6	0	0	0	0	0	0	0	0	0	0	6
Event/Police/Fire/Gov/Diplomat	6	6	4	8	10	2	10	8	1	0	0	0	55
Funeral Procession	0	0	0	0	0	0	0	1	0	0	0	0	1
No Vehicle Present	1	0	0	0	0	0	0	0	0	0	0	0	1
Other	1	0	0	1	1	0	1	0	0	0	0	0	4
Slow Roll - Right Turn	0	0	0	7	0	0	1	1	0	0	0	0	9
Too Close To Cite	168	323	283	377	555	408	384	462	49	0	0	0	3,005
Traffic Signal - Green Or Yellow	0	1	0	0	0	0	1	0	0	0	0	0	2
Vehicle Stopped - No Violation	13	28	22	19	30	26	23	27	3	0	0	0	189
Violation Date Is Past Enforceable Date	395	62	159	165	0	43	202	47	0	0	0	0	1,073
b-Total Police Exceptions	582	424	488	577	598	477	622	546	53	0	0	0	4,345

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 annexed and foregoing 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 APPROVING
THE EXECUTION AND APPROVAL OF A FIFTH AMENDMENT TO
A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND AMERICAN TRAFFIC SOLUTIONS, LLC, DOING BUSINESS AS
VERRA MOBILITY CORP., RELATIVE TO A FIVE YEAR TERM EXTENSION FOR THE CONTINUATION
OF AN AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM AT CERTAIN INTERSECTIONS
WITHIN THE VILLAGE (Term: January 1, 2023 to December 31, 2027)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 10th day of October, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of October, 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 10th day of October, 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: October 4, 2023
RE: Change Order No. 4 to IT Master Services Agreement, Addendum to Agreement, Installment Payment Agreement and Statement of Work with Impact Networking, LLC for Purchase and Installation of IT Equipment for the 200 South 5th Avenue Building for IT System Integration

Per the direction of Acting Village Manager James Krischke, I have enclosed the following documents for your review, consideration and action at an upcoming Combined Committee of the Whole / Special Village Board Meeting:

1. RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF CHANGE ORDER NO. 4 TO MASTER SERVICES AGREEMENT, ADDENDUM TO AGREEMENT, INSTALLMENT PAYMENT AGREEMENT AND STATEMENT OF WORK WITH IMPACT NETWORKING, LLC FOR PURCHASE OF IT EQUIPMENT (Purchase and Installation of IT Equipment for the 200 South 5th Avenue Building for IT System Integration; Change Order Price \$7,221.37)
2. Change Order No. 4 to the Agreement, which is attached to the Resolution as Exhibit "A"

The approval of Change Order No. 4 to the 2022 Master Services Agreement, Addendum to Agreement, Installment Payment Agreement and Statement of Work that the Village entered into with Impact Networking, LLC ("Impact") is required to complete the purchase and installation of additional IT Equipment for the 200 South 5th Avenue Building for its integration into to the Village's IT System. The Change Order price is \$7,221.37.

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.)
James Ellexson, Director of Human Resources (w/ encls.)
Marvin Savage, IT Consultant (w/ encls.)
Michael A. Marris, Village Attorney (w/ encls.)

RESOLUTION NO. R-2023-_____

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
CHANGE ORDER NO. 4 TO MASTER SERVICES AGREEMENT, ADDENDUM TO
AGREEMENT, INSTALLMENT PAYMENT AGREEMENT AND STATEMENT OF WORK
WITH IMPACT NETWORKING, LLC FOR PURCHASE OF IT EQUIPMENT
(Purchase and Installation of IT Equipment for the 200 South 5th Avenue Building
for IT System Integration; Change Order Price \$7,221.37)**

WHEREAS, with the approval of Resolution No. R-2022-57 on December 6, 2022, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village" or "Village Board") hired Impact Networking, LLC ("Impact") to provide IT Support Services and supply hardware, software and other technology equipment and to provide maintenance services of such equipment (the "Services") necessary to assist the Village with its upgrading of its IT equipment and platforms in accordance with the terms set forth in the Master Services Agreement, Addendum to Agreement, Installment Payment Agreement and Statement of Work (collectively the "Agreement"). The Village and Impact have entered into two (2) prior Change Orders for the Agreement as follows: (1) Change Order No. 1 authorizing certain upgrades to the ProofPoint software to enhance the Village's email and public record retention and storage capabilities, which was approved by Resolution No. R-2023-09 on January 10, 2023; (2) Change Order No. 2 authorizing certain Additional IT Equipment for Access to Government Community Cloud, which was approved by Resolution No. R-2023-17 on March 14, 2023; and (3) Change Order No. 3 authorizing certain Duo Fobs Software License to Add Multi-Factor Authentication Security System, which was approved by Resolution No. R-2023-44 on September 12, 2023. Copies of Resolution No. R-2022-57, Resolution No. R-2023-09, Resolution No. R-2023-17 and Resolution No. R-2023-44 and the Agreement are on file with the Village Clerk's Office and are incorporated herein by reference; and

WHEREAS, the Village Board and Impact agree to enter into Change Order No. 4 to the Agreement for purposes of a one-time purchase and installation of the certain additional IT Equipment (D34708 UPS and 24-Port Meraki Switch ("Additional IT Equipment") for the 200 South 5th Avenue Building to integrate that building into the Village's IT System. A copy of Change Order No. 4 to the Agreement is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the one-time additional costs of the Additional IT Equipment payable by the Village to Impact, as set forth in Change Order No. 4, equals \$7,221.37. The source of funding for the Project is the Village's General Corporate Funds; and

WHEREAS, based on the recommendation of the Acting Village Manager, the Corporate Authorities of the Village make the following findings and determinations (see bolded text) in accordance with 720 ILCS 5/33E-9 (Criminal Code; Change Order Statute) regarding changes to the Agreement:

1. The Change Order (or series of change orders) recommended in Exhibit "A", which is attached hereto and made a part hereof, increases or decreases the Agreement sum by \$10,000.00 or more [NO], OR
2. The Change Order increases or decreases the Agreement time by thirty (30) days or more [NO], OR
3. The Change Order (or series of change orders): (a) is (are) made necessary by circumstances not foreseeable at the time the Agreement was signed; (b) is (are) germane

to the Agreement as originally signed; and (c) is (are) in the best interests of the Village [YES for a, b and c].

In addition, the Corporate Authorities of the Village make the following finding and determination pursuant to Section 5 of the Public Works Contract Change Order Act (50 ILCS 525/5): the amount of the Change Order (or series of change orders) does not increase the Agreement price by 50% or more of the original Agreement price and thus the Village is not obligated to re-bid the additional work proposed under the Change Order; and

WHEREAS, the President and Board of Trustees of Village of Maywood, a home rule Illinois municipal corporation, have the authority to approve and enter into the attached Change Order No. 4 to the Agreement (**Exhibit "A"**) pursuant to their home rule powers and contracting authority provided by Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the Illinois Constitution of 1970, as well as the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)), and find that entering into Change Order No. 4 to the Agreement is in the best interests of the Village, its employees, 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 Change Order. The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the attached Change Order No. 4 to the Agreement, which is marked as **Exhibit "A"** and made a part hereof, and authorize and direct the President and Clerk of the Village of Maywood, or their designees, to execute the final version of Change Order No. 4 to the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 3: Approval and Execution of Financial Obligations and Other Documents. The Board of Trustees further authorize and direct the President and Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under Change Order No. 4 to the Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village direct the Village Clerk's Office to forward a certified copy of this Resolution and a fully executed copy of Change Order No. 4 to the Agreement to Impact for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this day 10th of October, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 10th of October, 2023, by the Village President 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"

Change Order No. 4 to the Agreement

**(Purchase and Installation of IT Equipment for the 200 South 5th Avenue Building
for IT System Integration; Change Order Price \$7,221.37)**

(attached)



VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, ILLINOIS 60153 708-450-6300

October 10, 2023

To: Mayor and Village Board

From: Jim Krischke, Acting Village Manager

Re: Resolution Approving a Change Order with Impact Networking for 24-port Switch, POE, and Deployment purchase and implementation for the Parks and Recreation 200 Building.

Mayor and Village Board:

Our original contract with Impact included all village facilities excluding the Parks and Recreation - 200 Building. As part of our overall redesign and upgrade of our IT network, it is important that we integrate the 200 building into our network. This includes the Comcast phone system upgrades that have been recently implemented.

To accomplish this goal, we need to purchase, install, and deploy new IT equipment including a 24-port Meraki switch and POE. The attached change order represents the cost for the purchase, installation, and deployment of the new IT equipment. The total one-time cost for this work is \$7,221.37. If rolled into our monthly installments, it would equate to \$133.98 per month.

Recommendation is for approval of the motion to approve change order #4 for the one-time purchase of 200 – Building IT network equipment in the amount of \$7,221.37.



09/18/2023

STATEMENT OF WORK

Village of Maywood – Parks and Recreation

PROJECT

Switch & UPS deployment

PREPARED BY

VCIO - Andrew Lawler
ENGINEER – Tina Piotrowski
BDS – Aaron Finnemore



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- Project Overview
- Project Description
- Approach
- Project Phases
- Project Cadence
- Change Management
- Signatures



STATEMENT OF WORK

Project Name	Switch and UPS Deployment	Seller Representative: Andrew Lawler
Customer Name	Village of Maywood	
Date	09/13/23	
DYNAMICS ID	D34708 UPS and Meraki Switch for Parks and Recreation Building	

This statement of work ("Statement of Work" or "SOW") is mutually agreed upon with timelines as set forth below ("Cadence") by and between the undersigned, Impact Networking LLC ("Provider," and "Seller,") and Village of Maywood ("Customer," and "Client,").

This SOW shall be governed by the original vendor agreement IT-5005-447706-M1 between Impact Networking LLC and the CLIENT, effective Dec. 1, 2022, through Nov. 30, 2027 (the "Agreement"). If there is a conflict between this SOW and the agreement, then the agreement will control, except as expressly amended in this SOW by specific reference to the agreement.

PROJECT DESCRIPTION

PROJECT SCOPE:

The project scope encompasses the configuration and deployment of a new network switch and a new Uninterruptable Power Supply at the Parks and Recreation building. This will enable proper operation of the Voice Over IP Phones at this location. Impact Networking will leverage industry best practices to ensure seamless integration and optimal performance of these critical components, safeguarding your infrastructure against potential disruptions.



APPROACH

Impact Networking LLC will work closely with the Village of Maywood throughout the engagement. The engagement will consist of five distinct phases:

PHASE	DESCRIPTION
Phase 1 – Plan & Envision	The project process is initiated during this phase and a new solution is designed.
Phase 2 – Build & Provision	The Build & Provision Phase consists of the initial configuration of the new solution.
Phase 3 – Deploy	Production deployment occurs in this phase.
Phase 4 – Close	The project is completed and closed out.

Any phases not part of this Statement of Work will be identified as out of scope.

PROJECT PHASES

PHASE 1

Plan & Envision

This phase will review the current management processes and technical requirements and establish a high-level design for implementing the Switch and UPS deployment.

Impact Networking LLC Responsibilities

- Comcast vendor management
- Meraki Switch
 - Review configuration of switches at other Maywood locations
 - Determine IP addressing and vLAN scheme to implement
 - Add appropriate switch licensing to Meraki portal
- UPS
 - Unboxing and Inspection

Village of Maywood Responsibilities

- Participation in project meetings

Comcast Responsibilities

- Ensure the new SD-WAN circuit is configured properly
- Verify internet connectivity and vLAN scheme

Milestones

- Meraki Switch
 - Document IP addressing, vLAN scheme and other switch settings
 - Verify licensing in place in Meraki portal
- UPS



- Confirm receipt of proper hardware

Deliverables

- Email from project meetings with high level details of switch and UPS configuration



PHASE 2

Build & Provision

This phase will complete the steps to deploy and administer Switch and UPS deployment and provide knowledge transfer on best practices and common administrative steps.

Impact Networking LLC Responsibilities

- Meraki Switch
 - Install in rack and plug into UPS
 - Rename the switch
 - Assign a static IP address
 - Update address to match device location (as designed in phase 1)
 - Update port descriptions where applicable
 - Ensure proper cutover of Comcast SD-WAN at this location
 - Test all connectivity
 - Inbound/Outbound Internet
 - Internal Resources Access
 - Applications (List Fully)
 - Site-to-Site VPNs
 - Services/Applications/Servers
- UPS
 - Install in rack or place on shelf as appropriate
 - Electrical Connection: Plug the UPS into a grounded electrical outlet.
 - Load Connection: Connect your critical equipment, such as a computer or server, to the battery-protected outlets on the UPS. Non-critical devices can be connected to surge-protected outlets.
 - Power On: Turn on the UPS unit using the power button if it has one. Some models may have a display panel for configuration.
 - Configuration: Access the UPS interface, if available, to configure settings. This might include adjusting voltage sensitivity, battery runtime, and setting up alerts for power events.
 - Testing: Perform a test to ensure the UPS functions as expected. You can simulate a power outage by unplugging the UPS from the wall to confirm that it switches to battery power.
 - Monitoring: Set up alerting for UPS.

Village of Maywood Responsibilities

- Participate in project meetings
- Provide appropriate power and rack space or shelf sufficient for UPS

Milestones

- Meraki Switch
 - Verify internet connectivity
 - Verify SD-WAN is operational
- UPS
 - Document results of the self-test
 - Create evidence of alerting setup (i.e. screenshots)

Deliverables

- Meraki Switch
 - Provide screenshots of configuration from Meraki portal dashboard
- UPS
 - Provide documentation of successful self-test and alerting configuration.



PHASE 3

Deploy

This phase will complete the steps necessary to complete the production deployment.

Impact Networking LLC Responsibilities

- Meraki Switch
 - Plug phones into switch
 - Update vLAN assignments and port descriptions where applicable
 - Test all connectivity
 - Inbound/Outbound Internet
 - Internal Resources Access
 - Applications (List Fully)
 - Site-to-Site VPNs
 - Services/Applications/Servers
- UPS
 - Shut down hardware to be moved to UPS power
 - Plug in hardware being moved to UPS
 - Power on hardware moved to UPS
 - Verify proper operation of all systems moved to UPS

Village of Maywood Responsibilities

- Schedule downtime for switch and UPS cutover (power interruption is expected so some systems may need to be shut down temporarily)

Milestones

- Validate that Switch and UPS deployment is fully deployed in its expected state
- Identify any end users experiencing problems due to the deployment of the new Switch and UPS installed.

Deliverables

- Meraki Switch
 - Provide screenshots of device connectivity and availability from Meraki portal dashboard
- UPS
 - Provide documentation of power utilization/load and expected battery life from UPS



PHASE 4

Close

This phase will recap the project activities, validate that all requested documentation has been provided, discuss any next steps, and formally close the project.

Impact Networking LLC Responsibilities

- Conduct project close-out meeting

Village of Maywood Responsibilities

- Attend project close-out meetings

Milestones

- Send over any necessary project-closure documents or CAGs

Deliverables

- Complete project-closure documents or CAGs



PROJECT CADENCE

Impact Networking LLC will assign a project management resource to perform the following activities during the project:

ACTIVITY	RESPONSIBILITY
Kick-Off Meeting	Review SOW, including project objectives and schedule; logistics; identify and confirm project participants and discuss project prerequisites.
Project Scheduling and Planning	A project schedule that details the program and resources assigned to the project. The plan should align with the estimated project duration established in the Project Scheduling section.
Status Meetings/Reports	Status meetings will be conducted on a regular schedule based on agreement with stakeholders, the estimated project duration, and the available budget. During these meetings, the Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, and critical decisions and conduct a budget review (if applicable).
Change Management	When a change to a project occurs, Impact Networking LLC's project change control process will be utilized.
Project Closures	Once verbal scope completion is confirmed, a written Project Closure Acceptance or Client Approval Gate may be provided for the client to acknowledge formally. If desired, the project team will meet to recap, answering any questions to address project transition activities and the next steps



PROJECT SCHEDULING

Village of Maywood and Impact Networking LLC, jointly managing this project, will develop timelines for an anticipated schedule ("Anticipated Schedule") based on Impact Networking LLC's project management methodology. Any dates, deadlines, timelines, or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:

- Project kickoff meeting:
- Cadence for pre-scheduled project coordination/update meetings:
- Projected completion date of project and signoff during CLOSE phase:

SOW Approval

Approved By

Sid Haas

09 / 21 / 2023

Impact Networking, LLC

Date

Accepted By

Jim Krischke

10 / 11 / 2023

Village of Maywood

Date



Impact Networking, LLC

13875 W. Boulton Blvd.
Lake Forest, IL 60045

866.652.0082/847.785.2251 fax
ImpactMyBiz.com/Support

Managed IT Services

Schedule - Change Order

Client Information

Village of Maywood
 COMPANY NAME
 40 Madison St
 ADDRESS
 Maywood IL VO36
 CITY STATE ZIP
 CUSTOMER ID
 60153
 CONTACT
 Jim Krischke 708-450-6300
 PHONE FAX
 jkrischke@maywood-il.org
 EMAIL

Note

Effective as of the client signature date, your payment on the Lease/Contract specified above shall be modified by the Adjustment Amount which represents a modification to your Services. All terms, conditions, and support agreements in original contract still apply.

Contract Information

IT-50050447706-M1 50050447706 12/01/2022
 ORIGINAL CONTRACT NUMBER ORIGINAL LEASE NUMBER ORIGINAL CONTRACT DATE
 \$133.98
 ADJUSTMENT AMOUNT
 D34708 - UPS and Switch for Parks and Rec Building
 DESCRIPTION

Supported Item Changes

Item	Original	Change	Total
CompleteCare Networking - Switch	10	1	1
CompleteCare Networking - UPS	6	1	
Backupify Per Seat License (10 Minimum)	211	0	21
CompleteCare Servers - Physical	2	0	
CompleteCare Sites	5	0	
CompleteCare Users	210	0	21
CompleteCare Servers - Virtual	7	0	
CompleteCare Networking - WAP	16	0	1
Duo MFA user licenses	210	0	21
Exchange Plan 1 GCC	61	0	6
INC Rental Workstations	80	0	8
IT Glue Admin Access	1	0	
KnowBe4 Platinum License	210	0	21
M365 G3 GCC	149	0	14
Proofpoint Essentials Professional	210	0	21
SentinelOne Control Licenses	90	0	9
Umbrella Roaming Client Seats	80	0	8
VirtualImage	1	0	

Authorization

CLIENT AUTHORIZED SIGNATURE: *Jim Krischke* DATE: 10 / 11 / 2023
 IMPACT NETWORKING, LLC AUTHORIZED SIGNATURE
 PRINT NAME DATE PRINT NAME DATE

Office Use Only

CLIENT NUMBER CHANGE ORDER NUMBER DATE REQUESTED DATE EFFECTIVE REFERENCE NUMBER




Sales Order Terms and Conditions

1. This order shall not be binding on Impact Networking, LLC ("Impact") until approved by a duly authorized representative of Impact.
2. Delivery to the place of shipment specified herein shall constitute delivery to Buyer. All risks of loss or damage in transit to the place of shipment specified herein shall be borne by Impact. Client cannot unreasonably withhold, deny or refuse acceptance delivery of the Products ordered after the execution of this Sales Order.
3. Impact reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.
4. Impact shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Impact's control including without limitation strikes, lockouts, other labor difficulties, fires, embargoes, pandemics, epidemics, war or other outbreak of hostilities, inability to obtain equipment, supplies or shipping space, machinery breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Impact's control ("Force Majeure").
5. In the event that a specified Product listed in this Sales Order or the related Statement of Work becomes unavailable or cannot be timely supplied by the Impact (except where attributable to a Force Majeure), Impact will identify a substantially similar product as a substitute, which may replace the original Product.
6. Impact reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by Impact.
7. All claims of Buyer relating to the goods covered by this order shall be deemed waived unless made in writing and delivered to Impact within ten days after receipt of goods by Buyer.

Signature Certificate

Reference number: FA9AR-24RIF-ECN9L-9PU4E

Signer	Timestamp	Signature
Jim Krischke Email: jkrischke@maywood-il.org		
Sent:	21 Sep 2023 20:33:37 UTC	
Viewed:	03 Oct 2023 18:04:13 UTC	
Signed:	03 Oct 2023 21:48:20 UTC	
Recipient Verification:		IP address: 50.205.150.250
✓ Email verified	03 Oct 2023 18:04:13 UTC	Location: Maywood, United States

Document completed by all parties on:
03 Oct 2023 21:48:20 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love Garron, the duly elected and qualified Village Clerk of the Village of Maywood, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. R-2023-____

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
CHANGE ORDER NO. 4 TO MASTER SERVICES AGREEMENT, ADDENDUM TO
AGREEMENT, INSTALLMENT PAYMENT AGREEMENT AND STATEMENT OF WORK
WITH IMPACT NETWORKING, LLC FOR PURCHASE OF IT EQUIPMENT
(Purchase and Installation of IT Equipment for the
200 South 5th Avenue Building for IT System Integration; Change Order Price \$7,221.37)**

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting held on the 10th of October, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of October, 2023.

I further certify that the vote on the question of the passage of the said Resolution 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 said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, 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 October, 2023.

Tori-Love Garron, Village Clerk

[SEAL]

RESOLUTION NO. R-2023 _____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT
FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES
TO ASSIST THE PUBLIC WORKS AND WATER DEPARTMENT
(Independent Contractor: Paul Dowd)**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the “Village”) desire to hire Paul Dowd as an independent contractor working on an “at-will” basis to serve as and perform the duties of the Village’s Certified, Responsible Water Operator In Charge, as that position is defined and regulated by the Illinois Environmental Protection Agency (“IEPA”) (the “Services”), pursuant to the terms and conditions set forth in the INDEPENDENT CONTRACTOR AGREEMENT FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES TO ASSIST THE PUBLIC WORKS AND WATER DEPARTMENT (Independent Contractor: Paul Dowd) (the “Agreement”), attached hereto as **Exhibit “1”** and made a part hereof; and

WHEREAS, Paul Dowd desires to perform the Services on behalf of the Village, pursuant to the terms and conditions set forth in the Agreement, attached hereto as **Exhibit “1”**; and

WHEREAS, the Village and Paul Dowd agree that the compensation for Paul Dowd performing the Services in accordance with the terms and conditions set forth in the Agreement shall be \$70.00 per hour; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement pursuant to its home rule powers and contracting authority provided by the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)) and as provided by 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 the President and Board of Trustees of the Village find that entering into this Agreement is in the best interests of the Village of Maywood, 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, 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 of Maywood authorize and approve of the Agreement. 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 and deliver the final version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village’s obligations under the Agreement.

SECTION 3: Approval of Village Financial Obligations and Other Documents. The President and Board of Trustees of the Village of Maywood further authorize the appropriation and payment of Village funds to pay its financial obligations under the Agreement as such obligations come due.

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 Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by the IEPA or any other governmental oversight regulatory agency, in order to comply with applicable laws and regulations 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 10th day of October, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 10th day of October, 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 "1"

**INDEPENDENT CONTRACTOR AGREEMENT
FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES
TO ASSIST THE PUBLIC WORKS AND WATER DEPARTMENT
(Independent Contractor: Paul Dowd)**

(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 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 INDEPENDENT CONTRACTOR AGREEMENT
FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES
TO ASSIST THE PUBLIC WORKS AND WATER DEPARTMENT
(Independent Contractor: Paul Dowd)**

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 10th day of October, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of October, 2023.

I further certify that the roll call 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 October, 2023.

Tori-Love Garron, Village Clerk

[SEAL]

**INDEPENDENT CONTRACTOR AGREEMENT
FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES
TO ASSIST THE PUBLIC WORKS AND WATER DEPARTMENT
(Consultant: Paul Dowd)**

This **INDEPENDENT CONTRACTOR AGREEMENT FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES** (the "Agreement") is made this ___ day of _____, 2023, by and between the Village of Maywood (the "Village"), an Illinois municipal corporation, with its principal office at 40 Madison Street, Maywood, Illinois 60153, and Paul Dowd (the "Consultant"), for purposes of the Consultant providing certain CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE services to the Village in the role of electrical inspector. The Village and the Consultant are at times referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Village and the Consultant are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the Illinois Constitution of 1970 and Section 8-1-7(b) of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, and pursuant to the Village's statutory authority and powers, the Parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant to perform the following professional services, as identified below (the "Services"):

Consultant Name ("Consultant")	Paul Dowd
Address	1125 Prairie Lawn Road
City, State, Zip Code	Glenview, Illinois 60025
Phone	847.722.5440
Email	Dowd4@sbcglobal.net
Services/Position Description	CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE services per IEPA requirements
Fee for Services	\$70.00 per hour
Term and Service Completion Date	Subject to termination per Section 6.C. below

B. Representations of Consultant. The Consultant represents that he/she/it is financially solvent, has the necessary financial resources and adequate, competent support staff, and is sufficiently experienced and competent to perform and complete the Services that are set forth in the **Scope of Services** attached hereto as **Exhibit "A" ("Services")** in a manner consistent with the standards of professional practice, care and diligence practiced by professionals who perform services of a similar nature. The Consultant represents that he/she/it is has read and is familiar with the current electrical codes, ordinances and regulations adopted by the Village.

C. Independent Contractor. The Consultant is retained by the Village only for the purposes and to the extent set forth in this Agreement, and the Consultant's relationship to the Village shall, during the term of this Agreement and period of its Services hereunder, be that of an independent contractor.

1. **Non-Exclusive Arrangement.** This Agreement creates a non-exclusive, independent contractor arrangement, and the Village, in its sole discretion, reserves the right to hire other individuals or firms to perform some or all of the Services, in support of or in lieu of the Contractor performing the Services.

2. **Scheduling and Performance of Services.** The Consultant, in its discretion, shall be free to set the schedule regarding the performance of the Services and shall be free to dispose of such portion of the Consultant's entire time, energy and skill during regular business hours when the Consultant is not obligated to devote time to performing his/her/its Services hereunder to the Village, in such manner as the Consultant sees fit and to such persons, firms or corporations as the Consultant deems advisable, provided such scheduling and performance of the Services results in the timely and efficient delivery of the Services without interruption of the Village's and its employees' ability to perform their functions and duties.

3. **Skill Level.** It is acknowledged that, at all times, the Consultant is separate and independent from the Village and that the Consultant will utilize a high level of skill necessary to perform the Services assigned to him/her/it under this Agreement.

4. **No Village Employee Status.** The Consultant shall not be considered as having an employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable federal, State, local and other taxes, income taxes or FICA taxes. The Consultant shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village. As an independent contractor, it is the responsibility of the Consultant to file all necessary tax returns (federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in his/her/its profession. As an independent contractor, the Consultant agrees that he is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Agreement is terminated or if he is injured performing any Services under this Agreement. The Consultant agrees to assume all risk of death, illness and injury relative to performing any Services under this Agreement. The Consultant is an independent contractor and not the Village's employee for all purposes, 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 and the Illinois Worker's Compensation Act (820 ILCS 305/1, *et seq.*).

5. **Equipment.** The Consultant shall provide all of his/her/its own equipment required for the performance of the Services under this Agreement.

6. **Other Work.** The Contractor shall retain the right to perform services for others during the term of this Agreement so long as those Services: (i) are not inconsistent or incompatible with the Contractor's obligations under this Agreement; or (ii) do not violate any provisions of this Agreement.

7. **Certifications and Licensure of Contractor.** The Contractor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise. Failure to notify the Maywood Village Manager of a loss, suspension, expiration or official removal of certification or licensure or the lack of required training shall be grounds for the suspension or termination of this Agreement. Upon request, the Contractor shall submit accurate copies of all pertinent licensure or certifications to the Village Manager, or his/her designee.

8. **No Joint Venture; Partnership.** This Agreement shall not render the Contractor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose. The Contractor is and will remain an independent contractor in its relationship to the Village. The Contractor agrees to exercise the highest degree of professionalism and to utilize his/her/its expertise in providing the Services under this Agreement.

9. **Contractor's Own Insurance.** In accordance with the below provisions of this Agreement, the Contractor, at its

own cost, shall obtain and maintain its own liability insurance (including professional liability insurance) relative to any Services that the Contractor and its employees perform under this Agreement. The Contractor's insurance certificates, policies and endorsements shall name the Village and the Village Affiliates (as defined below) as additional insureds for all liability insurance coverages.

10. **Sexual Harassment/Discrimination Policy.** The Contractor shall comply with Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

SECTION 2. SCOPE OF SERVICES.

A. Services. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services as set forth in the **Scope of Services** attached hereto as **Exhibit "A"**.

B. Commencement; Term; and Service Completion Date. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). **The Consultant shall diligently and continuously perform the Services until the completion of the Services or upon the termination of this Agreement, or, if applicable, any portion of the Services or Additional Services shall be completed on or before the "Services Completion Date" as mutually agreed to in writing by the Parties ("Term").** The Parties may mutually agree, in writing, to modify the Term or the Service Completion Date. Delays caused by the Village shall extend the Term and the Service Completion Date in equal proportion to the delay caused by the Consultant; provided, however, that the Consultant shall be responsible for completion of all work within the Term and by the Service Completion Date, notwithstanding any strike or other work stoppage by employees of either the Consultant or the Village.

C. Reporting. Upon request, the Consultant shall report to the Village Manager, or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Fee for Services. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount stated on Page 1 of this Agreement or such other amount agreed to mutually in writing by the Parties. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D. or 3.E. of this Agreement. Only the Village Manager, in his/her sole discretion, has the authority to approve additional hours of work beyond the maximum hours of work per week (i.e., additional compensation) under the terms of this Agreement.

B. Invoices and Payment. The Consultant shall submit monthly invoices in an approved Village format to the Village Manager for the actual fees earned and eligible, reimbursable costs incurred by the Consultant in performing the Services through the date of the invoice. The amount billed in each invoice shall be for completed Services (i.e., no-prepayment for Services yet to be performed). The Village shall pay to the Consultant the amount billed within thirty (30) calendar days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted, type of work performed per classification and actual out-of-pocket costs incurred, shall submit such records in support of its invoices, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement.

D. Claim for Additional Fees for Services.

1. The Consultant shall provide written notice to the Village Manager of any claim for additional compensation for Additional Services (defined below) that are outside of the agreed-upon Services listed in **Exhibit "A"** and the agreed-upon Fee for Services stated at Page 1 of this Agreement that are requested by the Village within five (5) calendar days after the request for Additional Services by the Village.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1. of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation or as authorization to perform the Additional Services; and (b) any changes in the Fee for Services shall be

valid only upon written amendment pursuant to Section 6.J. of this Agreement.

3. Regardless of the decision of the Village Manager relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village Manager, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (“Additional Services”), regardless of whether such Additional Services are requested or directed by the Village or anyone associated with the Village, except upon the prior written consent of the Village Manager.

F. Taxes, Benefits and Royalties. Each payment by the Village to the Consultant includes all applicable federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Services, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Consultant.

SECTION 4. CONFIDENTIAL INFORMATION, NON-COMPETE AND NON-SOLICITATION.

A. Confidential Information. The term “Confidential Information” shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; the names, addresses or other personal information of persons who are adults or minors and are also participants and registrants in programs or services offered by the Village; the Village property; user information, including, without limitation, any information pertaining to usage of the Village’s computer system, including and without limitation any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. The Village’s Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (“Time of Disclosure”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village Manager or his/her designee. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information. Notwithstanding any provision in this Agreement to the contrary, the Consultant’s obligations in this Section 4.B. shall survive the termination of this Agreement.

SECTION 5. INSURANCE AND INDEMNIFICATION.

A. Insurance – Village. The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker’s compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Consultant relative to his performance of the Services under this Agreement.

B. Insurance – Consultant. The Consultant, at his own cost, shall provide all of his own insurance coverages as applicable to the Services being performed, including but not limited to health insurance, worker’s compensation

insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Consultant relative to his performance of the Services under this Agreement. The insurance coverages shall be written on the comprehensive form and as an "occurrence" policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Consultant in writing, but in no case shall such dollar amount of coverages be less than:

- A. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 in the aggregate
 - B. Umbrella Coverage – \$1,000,000.
 - C. Property Damage – \$500,000 per occurrence
 - D. Errors and omissions insurance or professional liability: TBD by Village Manager.
 - E. Workers' Compensation – Statutory
- [adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion]

The Consultant shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Agreement, copies of which are incorporated herein and attached hereto as **Exhibit "B"** and made a part hereof. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

The Consultant's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Agreement. Said insurance shall provide that the insurance provided by the Consultant shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Consultant's insurance. In the event of the cancellation of any insurance policy required herein, or upon the Consultants failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the LICENSEE shall be primary to the Village's own insurance. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 5.B. shall survive the termination of this Agreement.

C. Indemnification. To the fullest extent permitted by Illinois law, the Consultant shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Consultant's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Consultant or anyone or entity directly or indirectly employed by the Consultant for whose acts Consultant may be liable.

To the fullest extent permitted by Illinois law, the Village shall indemnify, defend and hold harmless the Consultant from all claims, demands, lawsuits, actions, costs (including litigation expenses and Consultant's attorneys' fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Village's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Village or anyone or entity directly or indirectly employed by the Village for whose acts the Village may be liable.

Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 5.C. shall survive the termination of this Agreement.

D. Waiver and Assumption of Liability. The Consultant assumes all liability for personal injuries or illness of any kind or death that might occur to himself/herself/itself while acting under this Agreement. The Consultant assumes all liability and responsibility for his/her/its personal property while performing any work or Services under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 5.D. shall survive the termination of this Agreement.

E. No Personal Liability. No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement. Notwithstanding any provision in this Agreement to the contrary, the operation of this Section 5.E. shall survive the termination of this Agreement.

SECTION 6. GENERAL PROVISIONS.

A. Conflict of Interest. The Consultant represents and certifies that, to the best of his/her/its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

B. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1, *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1, *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1, *et seq.* The Consultant represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at Village's option, be null and void.

C. Termination. Either Party may terminate this Agreement at any time for any reason upon written notice to the non-terminating Party. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to the date of the termination notice, provided that the Consultant is not in default under this Agreement.

D. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Services, and with all applicable statutes, ordinances, rules and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.* The Consultant shall also comply with all conditions of any federal, State or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105.

2. **Liability for Noncompliance.** The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's or any of its subcontractors' performance of, or failure to perform, the

Services or any part thereof.

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

E. Default. If it should appear at any time that the Consultant has failed or refused to perform, or has delayed in the performance of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused or delayed to perform or satisfy the Services or any other requirement of this Agreement (“Event of Default”), and fails to cure any such Event of Default within five (5) business days after the Consultant’s receipt of written notice of such Event of Default from the Village Manager, or his/her designee, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant any and all costs, including attorneys’ fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

F. No Third-Party Agreements Without Village Approval. The Village shall not be liable to any vendor or third party for any agreements of any kind made by the Consultant without the knowledge and approval of the Village Manager.

G. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with direction and such non-confidential information that the Village may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

H. News Releases. The Consultant shall not issue any news releases, advertisements or other public statements regarding the Services or this Agreement or use the Village’s logos or trademarks or service marks without the prior written consent of the Village Manager.

I. Ownership. All documents of any kind, including any photos, reports, information, participant registration lists, team lists, participant consent forms, medical consent forms, and any other data or information, in any form, worked on in cooperation with anyone employed by, retained by or affiliated with the Village or its contractors or prepared, collected or received from the Village by the Consultant in connection with any or all of the Services performed under this Agreement (“Documents”) shall be and remain the exclusive property of the Village. In consideration of payment of the Fee for Services, the Consultant releases all copyright, proprietary or intellectual property rights in such Documents that he produced or prepared and transfers all his/her/its ownership rights in such Documents to the Village. At the Village’s request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village Manager.

J. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

K. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other Party.

L. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors and assigns.

M. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) personally; (2) by a reputable overnight courier; or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four (4) business days following deposit in the U.S. mail, via certified mail, return receipt requested, as evidenced by a return receipt. By notice complying with the requirements of this Section 6.M., each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Additionally, notices sent by any other means (i.e., facsimile, email, etc.) may be acceptable subject to written confirmation of both the transmission and receipt of the notice.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153
Phone: 708-450-6301
Email: Use business email address for Village Manager

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address: **SEE CONTACT INFORMATION LISTED ON PAGE 1 ABOVE.**

N. Provisions Severable. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

O. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

P. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Venue for any litigation shall be in the Circuit Court of Cook County, Illinois.

Q. Authority to Execute. The Parties both represent that this Agreement has been approved by their respective corporate boards (as appropriate) and the persons executing this Agreement have been properly authorized to do so by his/her/its corporate authorities.

R. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

S. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall be determined to be in its best interests from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

T. Counterpart Execution. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

U. Freedom of Information Act. Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period

of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to collect and review the records to decide what information is or is not exempt from disclosure. The Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including, but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 6.U. shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Maywood, and the Consultant have signed this Agreement. The date of the last signatory will be the effective date of this Agreement and that date has been entered on the first page of this Agreement.

VILLAGE OF MAYWOOD,
an Illinois municipal corporation

CONSULTANT: Paul Dowd

BY: _____
Nathaniel George Booker
Village President

BY: _____
Name: Paul Dowd

Date: _____, 2023

Date: _____, 2023

ATTEST: _____
Tori-Love Garron
Village Clerk

ATTEST: _____
Name: _____
Witness

Date: _____, 2023

Date: _____, 2023

Exhibit "A"

Scope of Services

CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE

Duties include, but not limited to, performance **INSERT** ... (the "Services").

Services to be performed on: **INSERT**



MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: October 4, 2023
RE: Part-Time Employment Agreement For Certified, Responsible Water Operator In Charge Services To Assist Public Works and Water Department (Part-Time Employee: Paul Dowd)

Per the request of Acting Village Manager Jim Krischke, I have enclosed the following documents for consideration, discussion and action at the October 10, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF PART-TIME EMPLOYMENT AGREEMENT FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES TO ASSIST THE PUBLIC WORKS AND WATER DEPARTMENT (Part-Time Employee: Paul Dowd), with the signed Agreement attached as Exhibit "1"

With the resignation of John West, the Acting Village Manager's recommendation is to hire Paul Dowd as a part-time employee working on an "at-will" basis to serve as and perform the duties of the Village's Certified, Responsible Water Operator In Charge, as that position is defined and regulated by the Illinois Environmental Protection Agency ("IEPA") (the "Services"), pursuant to the terms and conditions set forth in the enclosed Agreement. The IEPA regulations require that the Village, as an owner and operator of a potable water distribution system, employ a Certified, Responsible Water Operator In Charge. Mr. Dowd is a Certified, Responsible Water Operator In Charge and has significant experience serving other water agencies and municipalities in that role. Compensation for Mr. Dowd performing the Services in accordance with the terms and conditions set forth in the Agreement is set at \$70.00 per hour.

If you have any questions, please advise.

Mike

Enclosures

- cc. Tori-Love Garron, Village Clerk (w/ encls.)
- Jim Krischke, Acting Village Manager (w/ encls.)
- Layna Satchell, Finance Director (w/ encls.)
- James Ellexson, HR Director (w/ encls.)
- Michael A. Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2023 _____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A PART-TIME EMPLOYMENT AGREEMENT
FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES
TO ASSIST THE PUBLIC WORKS AND WATER DEPARTMENT
(Part-Time Employee: Paul Dowd)**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village") desire to hire Paul Dowd as a part-time employee working on an "at-will" basis to serve as and perform the duties of the Village's Certified, Responsible Water Operator In Charge, as that position is defined and regulated by the Illinois Environmental Protection Agency ("IEPA") (the "Services"), pursuant to the terms and conditions set forth in the PART-TIME EMPLOYMENT AGREEMENT FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES TO ASSIST THE PUBLIC WORKS AND WATER DEPARTMENT (Part-Time Employee: Paul Dowd) (the "Agreement"), attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, Paul Dowd desires to perform the Services on behalf of the Village, pursuant to the terms and conditions set forth in the Agreement, attached hereto as Exhibit "1"; and

WHEREAS, the Village and Paul Dowd agree that the compensation for Paul Dowd performing the Services in accordance with the terms and conditions set forth in the Agreement shall be \$70.00 per hour; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement pursuant to its home rule powers and contracting authority provided by the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)) and as provided by 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 the President and Board of Trustees of the Village find that entering into this Agreement is in the best interests of the Village of Maywood, 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, 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 of Maywood authorize and approve of the Agreement. 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 and deliver the final version of the attached Agreement, which may contain certain non-

substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village’s obligations under the Agreement.

SECTION 3: Approval of Village Financial Obligations and Other Documents. The President and Board of Trustees of the Village of Maywood further authorize the appropriation and payment of Village funds to pay its financial obligations under the Agreement as such obligations come due.

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 Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by the IEPA or any other governmental oversight regulatory agency, in order to comply with applicable laws and regulations 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 10th day of October, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 10th day of October, 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 "1"

**PART-TIME EMPLOYMENT AGREEMENT
FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES
TO ASSIST THE PUBLIC WORKS AND WATER DEPARTMENT
(Part-Time Employee: Paul Dowd)**

(attached)

**PART-TIME EMPLOYMENT AGREEMENT
FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES
TO ASSIST THE PUBLIC WORKS AND WATER DEPARTMENT
(Part-Time Employee: Paul Dowd)**

This PART-TIME EMPLOYMENT AGREEMENT FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES (the "Agreement") is made this 28 day of September, 2023, by and between the Village of Maywood (the "Village"), an Illinois municipal corporation, with its principal office at 40 Madison Street, Maywood, Illinois 60153, and Paul Dowd (the "Part-Time Employee"), for purposes of the Part-Time Employee working on "at-will" basis as the Village's CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE. The Village and the Part-Time Employee are at times referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Village and the Part-Time Employee are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the Illinois Constitution of 1970 and Section 8-1-7(b) of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, and pursuant to the Village's statutory authority and powers, the Parties agree as follows:

SECTION 1. PART-TIME EMPLOYEE.

A. **Engagement of Part-Time Employee.** The Village desires to engage the Part-Time Employee on a part-time, at will basis to perform the following professional services, as identified below (the "Services"):

Part-Time Employee Name	<u>Paul Dowd</u>
Address	<u>1125 Prairie Lawn Rd</u>
City, State, Zip Code	<u>Glenview, IL 60025</u>
Phone	<u>1-847-722-5440</u>
Email	<u>dowd4e5@global.net</u>
Services/Position Description	<u>INSERT ROINIC</u>
Fee for Services	<u>INSERT \$70.00 Per Hour</u>
Term and Service Completion Date	<u>Subject to termination per Section 6.C. below</u>

B. **Representations of Part-Time Employee.** The Part-Time Employee represents that he is certified as a CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE by the required state agency (currently, the Illinois Environmental Protection Agency or "IEPA") with jurisdiction over potable water production and distribution and is also sufficiently experienced and competent to perform and complete the Services that are set forth in the **Scope of Services** attached hereto as **Exhibit "A"** ("Services") in a manner consistent with the standards of professional practice, care and diligence practiced by professionals who perform services of a similar nature. The Part-Time Employee represents that he has read and is familiar with the current water, ordinances and regulations adopted by the Village.

C. Part-Time Employment - Employment-At-Will. The Part-Time Employee is retained by the Village only for the purposes and to the extent set forth in this Agreement, and the Part-Time Employee's relationship to the Village shall, during the term of this Agreement and period of its Services hereunder, be that of an at-will, part-time employee. The Village and the Part-Time Employee agree that the employment relationship between them is one of "employment-at-will," and, notwithstanding anything to the contrary set forth in this Agreement and the applicable provisions of the Village Employee Handbook, (Personnel Policy Manual) as amended, the Village may terminate the employment of the Part-Time Employee at any time and for any reason, with or without Cause (as that term is defined below), subject to the Village's obligations as set forth in this Agreement. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village to terminate the employment of the Part-Time Employee at any time, subject to the provisions contained in this Agreement. Likewise, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Part-Time Employee to terminate his employment with the Village at any time, subject to the provisions contained in this Agreement. As used herein, "Cause" means: (i) willful malfeasance or willful misconduct by the Part-Time Employee in connection with his employment; (ii) the Part-Time Employee's gross negligence in performing any of his duties under this Agreement; (iii) the Part-Time Employee's being found guilty of any felony or misdemeanor, other than a misdemeanor or petty offense which relates to a traffic violation (other than a DUI) or infraction; (iv) the Part-Time Employee's willful breach of any written policy applicable to all employees adopted by the Village; or (v) a material breach by the Part-Time Employee of any of the terms of this Agreement.

1. Non-Exclusive Arrangement. This Agreement creates a non-exclusive, part-time employment arrangement, and the Village, in its sole discretion, reserves the right to hire other individuals or firms to perform some or all of the Services, in support of or in lieu of the Part-Time Employee performing the Services.

2. Scheduling and Performance of Services. The Part-Time Employee, in his discretion, shall be free to set the schedule regarding the performance of the Services and shall be free to dispose of such portion of the Part-Time Employee's entire time, energy and skill during regular business hours when the Part-Time Employee is not obligated to devote time to performing his Services hereunder to the Village, in such manner as the Part-Time Employee sees fit and to such persons, firms or corporations as the Part-Time Employee deems advisable, provided such scheduling and performance of the Services results in the timely and efficient delivery of the Services without interruption of the Village's and its employees' ability to perform their functions and duties. While employed by the Village, the Part-Time Employee agrees to devote his working hours, on a part-time basis, to performing the Services, loyally serve the Village, use reasonable efforts to promote and serve the interests of the Village, and not act in ways that are or could reasonably be construed as harmful or negative to the Village's water transmission operations and its reputation as a provider of potable Lake Michigan water.

3. Skill Level. It is acknowledged that, at all times, the Part-Time Employee is separate and independent from the Village and that the Part-Time Employee will utilize a high level of skill necessary to perform the Services assigned to him under this Agreement.

4. Part-Time Village Employee Status. The Part-Time Employee shall be considered as having a part-time employee status, and shall the Village make any deductions or withhold any sums for the payment of any and all applicable federal, State, local and other taxes, income taxes or FICA taxes from his wages. The Part-Time Employee shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village, except for those employee benefits that he qualifies for based on the amount of time he performs the Services and the applicable eligibility requirements for such employee benefits. As a Part-Time Employment, it is the responsibility of the Part-Time Employee to file all necessary tax returns (federal, State, county and local). The Village agrees to make such required deductions and pay all income tax, social

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security, and any and all other taxes due on behalf of the Part-Time Employee, as required by any law, rule or regulation of Federal, Illinois or local authority. The Part-Time Employee is responsible for the payment of his share of any such required Federal, Illinois or local taxes. The Part-Time Employee is eligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village. The Part-Time Employee agrees to assume all risk of death, illness and injury relative to performing any Services under this Agreement. The Part-Time Employee is a Village employee for all purposes, 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 and the Illinois Worker's Compensation Act (820 ILCS 305/).

5. **Equipment; Return of Agency Property.** In addition to the equipment and tools of trade provided by the Village, the Part-Time Employee may use his own equipment required for the performance of the Services under this Agreement. Upon the Part-Time Employee's termination, the Part-Time Employee shall immediately deliver to the Agency all tools, equipment, non-personal correspondence, letters, notes, drawings, manuals, e mails, computer disks or stored information, records, manuals, contracts, supplies, files, computers, cellular phones, other business-related equipment, the Agency-owned vehicle and keys, facility keys, passcode cards, credit card, checks or petty cash, and all other material and records of any kind belonging to or relating to the Agency that are in the possession or control of the Part-Time Employee. The Part-Time Employee shall also deliver to the Agency any and all documents, together with all copies thereof, containing or disclosing any confidential or proprietary information relative to the Agency and its waterworks system. The Part-Time Employee further understands and agrees that any personal property or equipment or devices owned or leased by the Agency, including computers, cellular phones, disks and other storage media, filing cabinets or other work areas that the Part-Time Employee may use in the course of his employment, are subject to inspection by the Agency personnel at any time, with or without notice.

6. **Other Work.** The Part-Time Employee shall retain the right to perform services for others during the term of this Agreement so long as those Services: (i) are not inconsistent or incompatible with the Part-Time Employee's obligations under this Agreement; or (ii) do not violate any provisions of this Agreement.

7. **Certifications and Licensure of Contractor.** The Part-Time Employee shall maintain all applicable certifications, licensure and training as required for his area of expertise, including his CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE certification issued by the IEPA. Failure to notify the Maywood Village Manager of a loss, suspension, expiration or official removal of certification or licensure or the lack of required training shall be grounds for the suspension or termination of this Agreement. Upon request, the Part-Time Employee shall submit accurate copies of all pertinent licensure or certifications to the Village Manager, or his/her designee.

8. **No Joint Venture; Partnership.** This Agreement shall not render the Part-Time Employee partner or joint venturer with the Village for any purpose. The Part-Time Employee is and will remain a Part-Time Employee in its relationship to the Village. The Part-Time Employee agrees to exercise the highest degree of professionalism and to utilize his expertise in providing the Services under this Agreement.

9. **Sexual Harassment/Discrimination Policy.** The Contractor shall comply with Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

SECTION 2. SCOPE OF SERVICES.

A. **Services.** The Village retains the Part-Time Employee to perform, and the Part-Time Employee agrees to perform, the Services as set forth in the **Scope of Services** attached hereto as **Exhibit "A"**.

B. **Commencement; Term; and Service Completion Date.** The Part-Time Employee shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). **The Part-Time Employee shall diligently and continuously perform the Services until**

the completion of the Services or upon the termination of this Agreement, or, if applicable, any portion of the Services or Additional Services shall be completed on or before the "Services Completion Date" as mutually agreed to in writing by the Parties ("Term"). The Parties may mutually agree, in writing, to modify the Term or the Service Completion Date. Delays caused by the Village shall extend the Term and the Service Completion Date in equal proportion to the delay caused by the Part-Time Employee; provided, however, that the Part-Time Employee shall be responsible for completion of all work within the Term and by the Service Completion Date, notwithstanding any strike or other work stoppage by employees of either the Part-Time Employee or the Village.

C. **Reporting.** Upon request, the Part-Time Employee shall report to the Village Manager, or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Fee for Services.** The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount stated on Page 1 of this Agreement or such other amount agreed to mutually in writing by the Parties. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D. or 3.E. of this Agreement. Only the Village Manager, in his/her sole discretion, has the authority to approve additional hours of work beyond the maximum hours of work per week (i.e., additional compensation) under the terms of this Agreement.

B. **Invoices and Payment.** The Part-Time Employee shall submit monthly invoices in an approved Village format to the Village Manager for the actual fees earned and eligible, reimbursable costs incurred by the Part-Time Employee in performing the Services through the date of the invoice. The amount billed in each invoice shall be for completed Services (i.e., no prepayment for Services yet to be performed). The Village shall pay to the Part-Time Employee the amount billed within thirty (30) calendar days after receiving such an invoice.

C. **Records.** The Part-Time Employee shall maintain records showing actual time devoted, type of work performed per classification and actual out-of-pocket costs incurred, shall submit such records in support of its invoices, and shall permit the Village to inspect and audit all data and records of the Part-Time Employee for work done pursuant to this Agreement.

D. Claim for Additional Fees for Services.

1. The Part-Time Employee shall provide written notice to the Village Manager of any claim for additional compensation for Additional Services (defined below) that are outside of the agreed-upon Services listed in **Exhibit "A"** and the agreed-upon Fee for Services stated at Page 1 of this Agreement that are requested by the Village within five (5) calendar days after the request for Additional Services by the Village.

2. The Part-Time Employee acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1. of this Agreement shall not be deemed or interpreted as entitling the Part-Time Employee to any additional compensation or as authorization to perform the Additional Services; and (b) any changes in the Fee for Services shall be valid only upon written amendment pursuant to Section 6.J. of this Agreement.

3. Regardless of the decision of the Village Manager relative to a claim submitted by the Part-Time Employee, the Part-Time Employee shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village Manager, without interruption.

E. **Additional Services.** The Part-Time Employee acknowledges and agrees that the Village shall not be liable for any costs incurred by the Part-Time Employee in connection with any services provided by the Part-Time Employee that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the Village or anyone associated with the Village, except upon the prior written consent of the Village Manager.

F. **Taxes, Benefits and Royalties.** Each payment by the Village to the Part-Time Employee includes all applicable federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Services, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Part-Time Employee.

SECTION 4. CONFIDENTIAL INFORMATION, NON-COMPETE AND NON-SOLICITATION.

A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; the names, addresses or other personal information of persons who are adults or minors and are also participants and registrants in programs or services offered by the Village; the Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. The Part-Time Employee agrees that all Confidential Information is sensitive and confidential, and any misuse or unauthorized disclosure of Confidential Information will materially affect the effective and successful conduct of the operations, business and goodwill of the Agency. The Part-Time Employee shall make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to any person and shall assert all applicable legally enforceable privileges found in State or federal law in response to any request for such Confidential Information, whether by FOIA request, subpoena or court order. The provision of Confidential Information pursuant to an uncontested court order shall not be a violation of this Agreement. The Village's Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Part-Time Employee from a source other than the Village prior to the time of disclosure of such information to the Part-Time Employee pursuant to this Agreement ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Part-Time Employee or the Village; or (4) to have been supplied to the Part-Time Employee after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. **No Disclosure of Confidential Information by the Part-Time Employee.** The Part-Time Employee acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Part-Time Employee shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village Manager or his/her designee. The Part-Time Employee shall use reasonable measures, at least as strict as those the Part-Time Employee uses to protect its own confidential information. Such measures may include, without limitation, requiring the Part-Time Employee to execute a non-disclosure agreement before obtaining access to certain Confidential Information. Notwithstanding any provision in this Agreement to the contrary, the Part-Time Employee's obligations in this Section 4.B. shall survive the termination of this Agreement.

SECTION 5. INDEMNIFICATION.

A. **Indemnification by Part-Time Employee.** To the fullest extent permitted by Illinois law, the Part-Time Employee shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Part-Time Employee's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Part-Time Employee or

anyone or entity directly or indirectly employed by the Part-Time Employee for whose acts Part-Time Employee may be liable.

B. Indemnification by the Village. To the fullest extent permitted by Illinois law, the Village shall indemnify, defend and hold harmless the Part-Time Employee from all claims, demands, lawsuits, actions, costs (including litigation expenses and Part-Time Employee's attorneys' fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Village's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Village or anyone or entity directly or indirectly employed by the Village for whose acts the Village may be liable other than the Part-Time Employee.

C. Survival of Indemnification Obligations. Notwithstanding any provision in this Agreement to the contrary, the Part-Time Employee's obligations in this Section 5 shall survive the termination of this Agreement.

SECTION 6. GENERAL PROVISIONS.

A. Conflict of Interest. The Part-Time Employee represents and certifies that, to the best of his/her/its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Part-Time Employee or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Part-Time Employee nor any person employed or associated with the Part-Time Employee has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Part-Time Employee nor any person employed by or associated with the Part-Time Employee shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

B. No Collusion. The Part-Time Employee represents and certifies that the Part-Time Employee is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Part-Time Employee is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1, *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1, *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1, *et seq.* The Part-Time Employee represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Part-Time Employee has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Part-Time Employee shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at Village's option, be null and void.

C. Termination. Either Party may terminate this Agreement at any time for any reason upon written notice to the non-terminating Party. In the event that this Agreement is so terminated, the Part-Time Employee shall be paid for Services actually performed and eligible, reimbursable Village business-related expenses actually incurred, if any, prior to the date of the termination notice, provided that the Part-Time Employee is not in default under this Agreement in regard to his stated hours of work and claimed eligible, reimbursable Village business-related expenses actually incurred under this Agreement.

D. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Part-Time Employee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Services, and with all applicable statutes, ordinances, rules and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any

statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.* The Part-Time Employee shall also comply with all conditions of any federal, State or local grant received by the Village or the Part-Time Employee with respect to this Agreement or the Services. Further, the Part-Time Employee shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105.

2. **Liability for Noncompliance.** The Part-Time Employee shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Part-Time Employee's performance of, or failure to perform, the Services or any part thereof.

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

E. Default. If it should appear at any time that the Part-Time Employee has failed or refused to perform, or has delayed in the performance of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within five (5) business days after the Part-Time Employee's receipt of written notice of such Event of Default from the Village Manager, or his/her designee, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Part-Time Employee.** The Village may require the Part-Time Employee, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Part-Time Employee and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may immediately terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

F. No Third-Party Agreements Without Village Approval. The Village shall not be liable to any vendor or third party for any agreements of any kind made by the Part-Time Employee without the knowledge and approval of the Village Manager.

G. Mutual Cooperation. The Village agrees to cooperate with the Part-Time Employee in the performance of the Services, including meeting with the Part-Time Employee and providing the Part-Time Employee with direction and such non-confidential information that the Village may have that may be relevant and helpful to the Part-Time Employee's performance of the Services. The Part-Time Employee agrees to cooperate with the Village in the performance and completion of the Services and with any other Part-Time Employees engaged by the Village.

H. News Releases. The Part-Time Employee shall not issue any news releases, advertisements or other public statements regarding the Services or this Agreement or use the Village's logos or trademarks or service marks without the prior written consent of the Village Manager.

I. Ownership. All documents of any kind, including any photos, reports, information and any other data or information, in any form, worked on in cooperation with anyone employed by, retained by or affiliated with the Village or its contractors or the IEPA or any other regulatory agency or prepared, collected or received from the Village or the IEPA or any other regulatory agency by the Part-Time Employee in connection with any or all of the Services performed

under this Agreement (“Documents”) shall be and remain the exclusive property of the Village. In consideration of payment of the Fee for Services, the Part-Time Employee releases all copyright, proprietary or intellectual property rights in such Documents that he produced or prepared and transfers all his ownership rights in such Documents to the Village. At the Village’s request, or upon termination of this Agreement, the Part-Time Employee shall cause the Documents to be promptly delivered to the Village Manager.

J. **Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Part-Time Employee in accordance with all applicable statutory procedures.

K. **Assignment.** This Agreement may not be assigned by the Village or by the Part-Time Employee without the prior written consent of the other Party.

L. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Village, the Part-Time Employee, and their agents, successors and assigns.

M. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) personally; (2) by a reputable overnight courier; or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four (4) business days following deposit in the U.S. mail, via certified mail, return receipt requested, as evidenced by a return receipt. By notice complying with the requirements of this Section 6.M., each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Additionally, notices sent by any other means (i.e., facsimile, email, etc.) may be acceptable subject to written confirmation of both the transmission and receipt of the notice.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153
Phone: 708-450-6301
Email: Use business email address for Village Manager

Notices and communications to the Part-Time Employee shall be addressed to, and delivered at, the following address: **SEE CONTACT INFORMATION LISTED ON PAGE 1 ABOVE.**

N. **Provisions Severable.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

O. **Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.

P. **Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Venue for any litigation shall be in the Circuit Court of Cook County, Illinois.

Q. **Authority to Execute.** The Parties both represent that this Agreement has been approved by their respective corporate boards (as appropriate) and the persons executing this Agreement have been properly authorized to do so by his/her/its corporate authorities.

R. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

S. **Waiver.** Neither the Village nor the Part-Time Employee shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall be determined to be in its best interests from time to time. The failure of the Village or the Part-Time Employee to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Part-Time Employee's right to enforce such rights or any other rights.

T. **Counterpart Execution.** This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

U. **Freedom of Information Act.** Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to collect and review the records to decide what information is or is not exempt from disclosure. The Part-Time Employee acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Part-Time Employee agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including, but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Part-Time Employee's obligations in this Section 6.U. shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Maywood, and the Part-Time Employee have signed this Agreement. The date of the last signatory will be the effective date of this Agreement and that date has been entered on the first page of this Agreement.

VILLAGE OF MAYWOOD,
an Illinois municipal corporation

PART-TIME EMPLOYEE: Paul Dowd

BY: 
Nathaniel George Booker
Village President

BY: 
Name: Paul Dowd

Date: _____, 2023

Date: Sept 23, 2023

ATTEST: _____
Tori-Love Garron
Village Clerk

ATTEST: 
Name: Jim Kuschke
Witness

Date: _____, 2023

Date: Sept 28, 2023

Exhibit "A"

Scope of Services

CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE

Duties include, but not limited to, performance **INSERT ... (the "Services").**

Services to be performed on: **INSERT**

Water Operator

Position Purpose: The Village of Maywood, Illinois is accepting applications for a Full-Time Water Operator. The Water Operator will maintain the water treatment and distribution system while responsible for the proper operation and maintenance of the sanitary sewer system.

Essential Functions

- Monitor SCADA (Supervisory Control and Data Acquisition) System
- Collect water samples per IEAP requirements
- Maintain records of water production usage
- Maintain records of service calls and inspect waste water
- Knowledge of installing and maintaining water meters and remotes
- Document daily readings on all meters
- Ensure all water valves are in operating condition
- Operate Chlorinators, pumps and related equipment
- Maintain and flush fire hydrants to assure operating effectiveness
- Turn water on and off for repairs and delinquent accounts
- Operate and use all locating equipment
- Respond to complaints related to sewer and water
- Assist in Snow removal as directed
- Performs other duties as assigned

General Job Requirements

- High School diploma or equivalent required (GED)
- Class C Water Operator's License
- Class B Driver's License
- A minimum of (2) years of experience and maintenance of municipal water and sewer system
- Ability to work weekends as assigned and available for emergencies 24/7, including but not limited to, snowfall, floods, fallen trees or as directed by supervisor
- Excellent organizational skills and attention to detail
- Excellent verbal and written communication skills
- Knowledge of SCADA (Supervisory Control and Data Acquisition)
- Knowledge of Materials, tools and equipment used in water meter and remote installation testing and repair
- Proficient in Microsoft Office Suite and related water software
- Ability to follow written/oral instructions and work within the chain of command
- Ability to establish and maintain effective working relationships with associates and residents
- Ability to work outside in extreme climates
- General knowledge of the geography and street locations of the Village of Maywood



VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, ILLINOIS 60153 708-450-6300

September 28, 2023

Re: Part-Time Employment Agreement – Certified Responsible Water Operator (CRWO)

Attached to this memorandum, please find a Part-Time Employment Agreement for a Certified Responsible Water Operator between the Village of Maywood and Paul Dowd. This memorandum serves as conditional approval of said agreement until formal village board action is taken on October 10.

As per the village municipal code (30.04), the Village Manager, as chief administrative officer, has management and control authority over all matters and things pertaining to the operation and maintenance of village properties and departments. As such, and based on my authority, this memorandum serves as approval of Paul Dowd as a Part-Time Certified Responsible Water Operator as per the terms and conditions as set forth in the attached Employment Agreement that was signed on Thursday September 28. Formal approval of this agreement will be forthcoming at the next Village Board agenda on October 10, 2023.

Village of Maywood

Paul Dowd

BY: _____

Acting Village Manager, Jim Kruschke

Date: _____

9.28.23

BY: _____

Paul Dowd

Date: _____

9/28/2023



Illinois
Environmental Protection Agency

Notification of Responsible Operational Personnel

Please use this form to make community water supply (CWS) contact changes.

CWS Name: _____ Number : IL

REASON FOR CHANGE (check all applicable boxes)

<input type="checkbox"/>	Change in Owner and/or Official Custodian Information	<input type="checkbox"/>	Change in Administrative Contact Information	<input type="checkbox"/>	Change of Sample Collector Information
<input checked="" type="checkbox"/>	Change in Responsible Operator in Charge Information	<input type="checkbox"/>	Updating phone, mailing address, and/or E-Mail information only	<input type="checkbox"/>	This is a NEW CWS

OWNER (OW) If the CWS is privately owned, identify the **individual** (and contact information) exercising direct supervision over the CWS in accordance with 35 Ill. Adm. Code 603.101 (e.g., Mobile Home Park, Apartment Complex, or Private Business, etc.). This individual must sign.

If the CWS is publically owned or owned by private corporation, or regularly organized body, identify the entity exercising direct supervision over the CWS in accordance with 35 Ill. Adm. Code 603.101 (e.g., Municipality, Water District, Water Corporation, Water Cooperative, Conservancy District, Subdivision, or Association). If an entity, **only complete Entity Name, Business #, and Address** (no signature required) and then complete OFFICIAL CUSTODIAN (OC) box.

Name (Individual) <u>or</u> Entity Name (Municipality, Water District, Assoc., etc.) <u>Nathanael George Booker</u>		Business Address <u>40 W Madison Maywood, IL 60153</u>
Title: (if applicable) <u>Village President</u>	Business#: <u>(708) 450-6366</u>	
Cell#: <u>(708) 250-4138</u>	Fax#: ()	
Home#: ()		
E-Mail: <u>NBooker@Maywood-IL.Gov</u>		
If Individual, Signature: _____ (Signature of Individual)		Date: <u>9-28-23</u>

OFFICIAL CUSTODIAN (OC) If the owner is an Entity as listed above (Municipality, Water District, Water Corporation, Water Cooperative, Conservancy District, Subdivision or Association, etc.) identify a person who acts on behalf and is responsible for the supply. This person should be an elected official of a municipality, member of the board, or an officer of the organization that runs the supply (mayor, president, chairman, etc.).

Name: (print) <u>Nathanael George Booker</u>		Business Address <u>40 W. Madison Maywood, IL 60153</u>
Title: (if applicable) <u>Village President</u>	Business#: <u>(708) 450-6366</u>	
Cell # <u>(708) 250-4138</u>	Fax#: ()	
Home# ()		
E-Mail: <u>NBooker@Maywood-IL.Gov</u>		
Signature: _____ (Signature of Official Custodian)		Date: <u>9-28-23</u>

ADMINISTRATIVE CONTACT (AC) An owner or official custodian may designate an administrative contact to oversee daily managerial operations of the CWS. Any notice provided by the Agency to the AC shall be considered notice to the owner or official custodian. These notices may include, but are not limited to Sample Demand Letters, Public Notice Advisories, Violation Notice, Notice of Intent to Pursue Legal Action, and notices of regulatory requirements and permitting transactions.

Name: (print) <u>James Kruschke</u>		Business Address <u>40 W Madison Maywood, IL 60153</u>
Title: <u>Acting Village Manager</u>	Work#: <u>(708) 261-3416</u>	
Cell#: <u>(708) 261-3416</u>	Fax#: ()	
Home#: <u>(708)</u>		
E-Mail: <u>J.Kruschke@Maywood-IL.Gov</u>		
Signature: _____ (Signature of AC)		Date: <u>9-28-23</u>

Signature of the Owner or Official Custodian is required before Illinois EPA will add or change an AC contact:

I hereby duly authorize _____ (print) as my Agent, with actual authority to conduct legal transactions arising from the daily managerial operations of the CWS on my behalf.

Signature: _____ Date: 9-28-23
(Signature of Owner or Official Custodian)



Illinois
Environmental Protection Agency

RESPONSIBLE OPERATOR IN CHARGE (ROINC) Identify the certified operator(s) designated pursuant to 35 Ill. Adm. Code 603.103 in responsible charge of the CWS operations. The ROINC runs and oversees daily water treatment and distribution operations. A CWS must select only one designated ROINC for treatment and one designated ROINC for distribution. The treatment ROINC and distribution ROINC may be the same person.

Current ROINC on File: John West (print name)

Please check box that best describes status of current ROINC on File

- Current ROINC on file will no longer be employed or under contract with PWS effective
 Current ROINC on file is still working with PWS but will no longer serving as ROINC.

NEW ROINC 1 Please Check One: Full Time Employee or Contract Operator (include copy of contract)

Name: (print) Paul Dowd Business Address

Circle Certificate Class: A B C D

Circle One: Treatment & Distribution Treatment Only Distribution Only

Cell#: (847) 722-5440 Work#: ()

Home#: (847) 998-1432 Fax#: ()

E-Mail: _____

Signature: Paul Dowd
(Signature of ROINC 1)

Date: 9-28-23

NEW ROINC 2 Please Check One: Full Time Employee or Contract Operator (include copy of contract)

Name: (print) _____ Business Address

Circle Certificate Class: A B C D Circle One: Distribution Only

Cell#: () Work#: ()

Home#: () Fax#: ()

E-Mail: _____

Signature: _____
(Signature of ROINC 2)

Date: _____

Signature of Owner, Official Custodian, or Administrative Contact is required before Illinois EPA will add or change a ROINC contact(s).

As Owner/Official Custodian or Administrative Contact, I Nathaniel George Booker (print name), accept and assign the duties and responsibilities for the proper operation and maintenance of the public water supply facilities by the operator(s) listed above as being in responsible charge.

Signature: Nathaniel George Booker
(Signature of Owner/Official Custodian or Administrative Contact)

Date: 9-28-23

Sample Collector/Bottle Recipient Identify the person employed by the CWS that will collect samples and complete the paperwork associated with sampling.

Name: Paul Dowd (print)

Cell#: (847) 722-5440 Work#: ()

Home#: (847) 998-1432 Fax#: ()

E-Mail: _____

Signature: Paul Dowd
(Sample Collector's Signature)

Bottle Mailing Address
No P.O.Box Numbers Allowed

Date: 9-28-23

Completion of this form shall indicate acceptance of the duties and responsibilities for the proper operation and maintenance of the public water supply facilities by both the owner or official custodian and the certified operators designated as being in responsible charge pursuant to 35 Ill. Adm. Code 603.101(d). Please be advised that it is the responsibility of the owner, official custodian and the certified operator(s) in responsible charge to notify this office within 15 days of any changes in responsible personnel. Completion and submittal of this form will satisfy the notification of responsible personnel requirements of Title 35: Environmental Protection, Subtitle F: Public Water Supplies, Chapter I: Pollution Control Board, Part 603, Sections 603.101, 603.102, and 603.103.

Be sure to retain copies of this document for your files. Should you need additional forms, please call (217)785-0561 or download at <http://www.epa.state.il.us/water/operator-cert/drinking-water/forms/notification-of-ownership.pdf>. Return this completed form to:

Illinois Environmental Protection Agency, Bureau of Water #19, 1021 North Grand Ave East, P.O. Box 19276, Springfield, IL 62794-9276

This Agency is authorized to require this information under 415 ILCS 5/4(b)(2012). Disclosure of this information is required. Failure to do so may result in a civil penalty up to \$1,000.00. Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

Drinking Water Operator Certificate of Competency Renewal Receipt

June 4, 2021

PAUL DOWD
1125 PRAIRIE LAWN ROAD
GLENVIEW, IL 60025

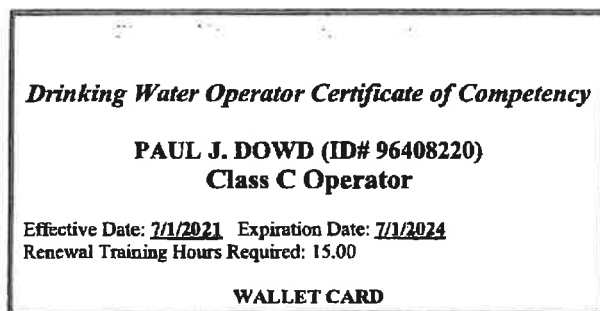
Operator ID: 96408220
Certificate Level: Class C
Renewal App Received: 6/1/2021
Certificate Effective Date: 7/01/2021
Certification Expiration Date: 7/01/2024
Training Hours Required: 15.00
Amount Received/Log#: \$10.00 / 20823

Dear PAUL DOWD:

We have received and processed your payment for the renewal of your Drinking Water Operator Certificate of Competency. A new wallet card has been printed below to remind you of your next certificate expiration date.

Please be advised that you are required to obtain 15.00 hours of drinking water related training to qualify for your next certificate renewal. In order to be credited towards certificate renewal, training must be completed between the certificate effective and expiration dates displayed above.

If you should have any questions, please feel free to contact our Drinking Water Operator Certification Program staff at 217/785-0561.



4302 N. Main Street, Rockford, IL 61103 (815) 987-7760
595 S. State Street, Elgin, IL 60123 (847) 608-3131
2125 S. First Street, Champaign, IL 61820 (217) 278-5800
2009 Mall Street Collinsville, IL 62234 (618) 346-5120

9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022
2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200
594 100 W. Randolph Street, Suite 4-500, Chicago, IL 60601

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. R-2023 _____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A PART-TIME EMPLOYMENT AGREEMENT
FOR CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE SERVICES
TO ASSIST THE PUBLIC WORKS AND WATER DEPARTMENT
(Part-Time Employee: Paul Dowd)**

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 10th day of October, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of October, 2023.

I further certify that the roll call 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 October, 2023.

Tori-Love Garron, Village Clerk

[SEAL]



VILLAGE OF MAYWOOD

40 MADISON STREET, MAYWOOD, ILLINOIS 60153 708-450-6300

September 28, 2023

To: Mayor and Village Board

From: Jim Kruschke, Acting Village Manager

Re: Part-Time Employment Agreement – Certified Responsible Water Operator (CRWO)

Mayor and Village Board:

As per IEPA regulations, a municipality that provides water utilities to its residents must have a Certified Responsible Water Operator (CRWO) registered with the IEPA. As a result of the resignation of Public Works Director West, the village was without a CRWO, and needed to find a replacement. IEPA regulations allow a municipality 15 days to find, and register, a CRWO when faced with a vacancy.

After a very deliberate search, we were able to find an intern/part-time CRWO that is available to meet our needs. The person selected was Paul Dowd. Paul is a very experienced CRWO and has over 30+ years as a CRWO in our immediate area, having served with the Westchester/Broadview Water Agency. Paul is currently retired and will be working for the Village of Maywood as per a Part-Time Employment Agreement (see attached).

To meet IEPA regulations, it was required that we have a CRWO registered by Friday September 29th. As such, Paul was approved to serve in this capacity via Village Manager authority, under the same terms and conditions of the employment agreement until formal action is taken by the village board.

The Part-Time Employment Agreement was prepared and reviewed by legal and presented to Paul Dowd on Tuesday September 26th. Paul reviewed the agreement and returned a signed copy to the village on Thursday September 28th. As acting Village Manager, I conditionally approved the agreement until final Village Board approval on October 10

Based upon all the information provided it is my recommendation that the Village Board ratify the agreement as presented.

KTJ

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

900 Oakmont Lane, Suite 301
Westmont, Illinois 60559
T 312 984 6400 F 312 984 6444

mamarrs@ktjlaw.com
DD 312-984-6419

www.ktjlaw.com

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael A. Marrs
DATE: October 4, 2023
RE: Illinois Housing Development Authority's Strong Communities Program Grant

I have enclosed the following documents for your review, consideration and action at the October 10, 2023, Special Village Board Meeting:

RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S STRONG COMMUNITIES PROGRAM (ROUND 2), with the Funding Agreement attached as Exhibit "1" and Officer's Certificate and Certificate of Incumbency attached as Exhibit "2".

The Village has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Strong Communities Program (the "Program") in an amount not to exceed \$464,000 for use within the Village to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties. In order to be eligible to receive the Grant funding, the Village is required to approve and enter into the Funding Agreement with the Authority, which is attached to the Resolution.

If there are any questions, please contact me.

Michael

Enclosures

cc: Tori-Love Garron, Village Clerk (w/ encls.)
Jim Krischke, Acting Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Angela Smith, Director of Community Development (w/ encls.)
Walter Duncan, Director of Building & Code (w/ encls.)
Director of Public Works (w/ encls.)
Michael T. Jurusik, Village Attorney (w/encls.)

RESOLUTION NO. R-2023-_____

**A RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF
A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S
STRONG COMMUNITIES PROGRAM (ROUND 2)**

WHEREAS, the Village of Maywood (the "Recipient") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Strong Communities Program Round 2 (the "Program"), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the "Act"), and governed by the Program guidelines described in the term sheet, as may be amended from time to time; and

WHEREAS, in order to be eligible to receive the Grant funding, the Recipient is required to enter into the Funding Agreement (the "Agreement") with the Authority, wherein the Authority agrees to make the Grant to the Recipient in an amount not to exceed \$464,000.00 which shall be used by the Recipient to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement. A copy of the Agreement is attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, the Village President and Board of Trustees of the Village of Maywood have the authority to approve and accept the Grant and to approve and enter into the attached Agreement (Exhibit "1") and to approve the expenditure of its Grant to pay for the construction, operation and maintenance of the Project in accordance with the terms of the Agreement and the Program guidelines 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 find that accepting the Grant and approving entering into the Agreement is in the best interests of the Village, its residents, property owners, businesses and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD 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 Village President and Board of Trustees of the Village of Maywood, as the Recipient, approve and accept the Grant, and further authorize and approve the execution of the Agreement attached as Exhibit "1" and any and all amendments, modifications and supplements thereto, as well as the Officer's Certificate and Certificate of Incumbency attached hereto as Exhibit "2", and made a part hereof. The Village President and Village Clerk, or their designees, (the "Village Signatories") are directed and authorized to execute the Grant, Agreement and Certificate, and to execute and deliver such additional documents, instruments and certificates as may be necessary or desirable for the Recipient to perform its obligations under the Agreement.

SECTION 3: Approval of Village Financial Obligations and Other Documents. The Village President and Board of Trustees of the Village of Maywood agree that the Village Signatories are

authorized and directed to take such additional actions, to make further determinations, to pay such costs, and to execute and deliver such additional instruments (including any amendments, agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

SECTION 4: Approval and Ratification of Prior Documents and Acts. The Village President and Board of Trustees of the Village of Maywood ratify, authorize, and confirm and approve all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

SECTION 5: Delivery of Signed Documents. The Village Clerk, or his/her designee, shall transmit a certified copy of this Resolution and executed copies of the Grant and the Agreement to the Authority for filing and record retention purposes.

SECTION 6: 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 10th day of October, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 10th day of October, 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 "1"

Funding Agreement

(attached)

Village of



MAYWOOD

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-6351
COMMUNITY DEVELOPMENT

TO: Jim Krischke, Acting Village Manager
FROM: Angela Smith, Community Development Director
DATE: March 14, 2023, BOT Agenda
RE: Recommendation to accept IDHA Strong Communities Grant

The Village of Maywood has been awarded \$464,000.00 from the Illinois Department of Housing Administration through their Strong Communities Program. These funds will assist the Village in addressing blighted properties and provide opportunity for new homes and redevelopment. Attached are the unexecuted documents needed to accept the Grant funding. IDHA will send final documents within the next two weeks.

- Resolution
- Conditional Funding Documents

Recommendation

Provide the Village Manager with the authority to sign final funding documents. Approval of Resolution to accept grant funds associated with IDHA's Strong Communities Program Round 2.



111 E. Wacker Drive
Suite 1000
Chicago IL, 60601
312.836.5200

September 22, 2023

Village of Maywood
40 Madison Street
Maywood, Illinois 60153
Attention: Angela Smith, Community Development Director

Re: Conditional Commitment Letter (this "Letter")
Strong Community Program ("SCP") – Round 2

SCP R2 PID# - 52473

Dear Ms. Smith:

The Illinois Housing Development Authority (the "Authority") is the program administrator of the Strong Communities Program (the "Program"), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the "Act"), and governed by the Program guidelines described in the term sheet, as may be amended from time to time (the "Rules"), a copy of such Rules is attached to this Letter as **Exhibit A** and made a part hereof. All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Act or the Rules.

VILLAGE OF MAYWOOD, an Illinois unit of local government ("Recipient"), has applied to the Authority for, and the Authority agrees to make funds available in the maximum amount of **Four Hundred Sixty Four Thousand and No/100 Dollars (\$464,000.00)** (the "Funds"), to assist with the rehabilitation and demolition of Abandoned Residential Property (as defined in the Program Manual) (the "Project") within the Recipient's area under the Program from funds appropriated under Section 5 of the Act. The Funds shall be subject to the contingencies, terms and conditions set forth in this Letter. The Recipient shall review and become familiar with the program requirements as set forth in that certain Strong Communities Program Manual (the "Program Manual"). The Program Manual shall be incorporated into this Letter by this reference and is available electronically upon request.

- A. CONTINGENCIES: The Authority's performance of its obligations under this Letter, dated as of the date set forth above, is contingent upon the following:
1. The Authority's obligations hereunder shall cease immediately, without penalty, if:
 - (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations;
 - (b) adequate funds are not appropriated or funded to the Authority by the Illinois General Assembly to allow the Authority to fulfill its obligations

under this Letter; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by the Authority, at the Authority's sole discretion, are insufficient. The Authority shall give the Recipient notice of insufficient funding as soon as practicable. The Recipient's obligation to perform shall cease upon receipt of the notice.

2. The Authority's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon:
 - a. Evidence satisfactory to the Authority that Recipient is able to comply with its duties under the Act; and
 - b. Recipient's delivery, subject to the Authority's review and approval in its sole and absolute discretion, of all required due diligence and documentation; and
 - c. Recipient's completion or satisfaction of each and all of the terms and conditions listed in this Letter and any other terms and conditions imposed by the Authority.
3. The Authority's performance under this Letter is also contingent upon (i) its determination, in its sole discretion, on the Closing Date, as defined in Paragraph C.2 hereof that the Recipient, its constituent or related entities, or other related individuals, is not in default under the terms of any other loan or grant made by the Authority under any Authority program, or has not been in default under the terms of any other loan or grant made by the Authority under any Authority program and failed to cure that default.

B. GENERAL CONDITIONS: This Letter and the Funds shall be subject to the terms and conditions of the Act, the Rules, and the policies and procedures now or hereafter adopted by the Authority pursuant to the Act, all as amended from time to time.

C. TERMS AND CONDITIONS OF THE FUNDS: The Funds shall be subject to the following terms and conditions:

1. Funds Amount. The Funds shall be in an amount not to exceed Four Hundred Sixty Four Thousand No/100 Dollars (\$464,000.00).
2. Closing Date. The closing shall occur at such time as (i) the Authority has received, reviewed and approved, as to both form and substance, all due diligence and documentation; and (ii) Recipient has satisfied all of the requirements set forth in this Letter, as determined in the Authority's sole discretion (the "Closing Date"). Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than November 15, 2023 (the "Outside Closing Date"). If the closing of the Funds does not occur on or before the Outside Closing Date, at the Authority's election, this Letter shall terminate and shall not be extended. No undisbursed Funds shall

be available after the earlier of (i) two (2) years after the Closing Date and (ii) such other date as the Authority may determine.

3. Purpose of Funds. Recipient shall enter into a Funding Agreement (the “Funding Agreement”) with the Authority setting forth the terms and conditions governing the disbursement and use of the Funds. The Funding Agreement shall contain provisions including, but not limited to: (a) that the Recipient shall use the proceeds of the Funds for Eligible Uses (as defined in the Rules); and (b) recapture of the proceeds of the Funds in the event that the Recipient has not performed its obligations under the Act and the Rules or if there exists a default under the Funding Agreement.
4. First Disbursement Date. The first disbursement of Funds is expected to be approximately three (3) months after the Closing Date. The expected project completion date is approximately two (2) years from the Closing Date.
5. Fund Documents. Prior to the Closing Date, Recipient shall deliver to the Authority two (2) original copies of the Funding Agreement, executed in the manner indicated therein, and such other documents as the Authority may reasonably require, in its sole discretion (this Letter, the Funding Agreement, and such other documents are collectively referred to in this Letter as the “Fund Documents”).
6. Other Showings. **On or before November 8, 2023, Recipient shall, at its sole cost and expense, deliver to the Authority the following documents, in form and substance satisfactory to the Authority:**
 - a. Resolution or ordinance of the Recipient, certified by the clerk or other authorized municipal official acceptable to the Authority, within thirty (30) days of the Closing Date, authorizing the Project and the execution of the Funding Agreement and any other documents in connection with the Project;
 - b. Certificate of Incumbency of the Recipient indicating those officers and/or officials who are authorized to execute and deliver the Funding Agreement and any other documents in connection with the Project, with specimen signatures of those officers and/or officials, certified by an authorized officer or official of the Recipient, as of a date within thirty (30) days prior to the Closing Date;
 - c. A Taxpayer Identification Number Certification in the form attached hereto as **Exhibit B**;
 - d. Drug-Free Workplace Certificate in form attached to this Letter as **Exhibit C**; and
 - e. Any and all other documents and showings requested by the Authority or

its counsel, in their sole discretion.

7. **Assignment.** This Letter is not assignable by Recipient, in whole or in part, without the prior written approval of the Authority, which may be withheld or conditioned in the Authority's sole discretion.
8. **Termination.** If the closing of the Funds does not take place on or before the Outside Closing Date, this Letter shall, at the Authority's election, immediately terminate and be of no further force and effect.
9. **No Personal Liability.** No member, officer, agent or employee of the Authority or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Letter.
10. **Indemnification of the Authority.** Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this Paragraph 10 shall survive the provision of the Funds.
11. **Time for Acceptance.** The terms and conditions of this Letter shall not become effective unless Recipient accepts by electronically signing this letter via DocuSign. **If not electronically signed within fourteen (14) days, this Letter shall be void and the Recipient, at the Authority's discretion, may be ineligible to receive the Funds.**
12. **Publicity.** The Authority reserves the right to publicize the issuance of this Letter and the provision of the Funds. Recipient shall notify the Authority immediately of any proposed formal publicity in connection with the Program that is arranged or promoted by Recipient or any other party participating in the Program. Formal publicity includes, but is not limited to, participation in news conferences and media events. The Authority shall have the right to approve the dates of any formal publicity events and the content of any media releases for such events. Recipient shall prominently display the Authority's name and logo and a statement that financing for the Program has been provided by the Authority on a sign or other form of announcement. The use of the Authority's name in any other signage, advertising or in any other manner is subject to the Authority's prior written consent.
13. **Survival of Obligations.** Recipient's obligations as set forth in this Letter shall

survive the Closing Date and Recipient shall continue to cooperate with the Authority and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the Funding Agreement, the Authority shall determine which document shall control.

14. Notices. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to Recipient:

Village of Maywood
40 Madison Street
Maywood, Illinois 60153
Attention: Angela Smith, Community Development Director

If to Authority:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Letter. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

15. Counterparts and Electronic Transmission. This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the Letter, but all such counterparts shall constitute one and the same instrument. A signed copy of this Letter transmitted by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Letter.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

Very truly yours,

[ILLINOIS HOUSING DEVELOPMENT AUTHORITY

DocuSigned by:
By: Kristin Faust
E1D692EB2D93745A...
Kristin Faust, Executive Director

10/5/2023
_____, 2023

Approved as to form:

DocuSigned by:
By: Maureen G. Ohle
8015A1EF2D60432...
Maureen G. Ohle, General Counsel

DocuSigned by:
By: Keith Evans
4DE3D20AF5A3483...
Keith Evans, Interim Chief Financial Officer

Accepted by Recipient this
05 day of October, 2023

VILLAGE OF MAYWOOD,
an Illinois unit of local government

DocuSigned by:
By: Angela Smith
D56286D34FE48F...

Name: Angela Smith

Its: Community Development Director

EXHIBITS

EXHIBIT A: PROGRAM RULES

EXHIBIT B: TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

EXHIBIT C: DRUG FREE WORKPLACE CERTIFICATE

EXHIBIT A
PROGRAM RULES
(attached)

Exhibit A

Strong Communities Program (SCP)

Opportunity and Objectives: The Strong Communities Program (SCP) provides grant funds to units of local government throughout the state to address local affordable housing needs and community revitalization efforts. The Strong Communities Program further leverages Federal Hardest Hit Fund and National Foreclosure Settlement Funds. A Federal Reserve study found that vacant and abandoned properties threaten the very sustainability of communities. SCP will return vacant residential properties to productive and taxable use through rehabilitation and provide funds for demolition in cases where properties are beyond repair and negatively impacting neighboring residences. As a result, SCP will increase property values, create jobs, help reduce crime, generate additional tax revenue and attract further community investment.

The Strong Communities Program initiative is to preserve existing affordable housing stock that is often in city centers and in proximity to community amenities (schools, parks, medical facilities, shopping, jobs, and transportation). This initiative directly correlates to the work of the Illinois Revitalization Task Force created pursuant to SR1786, the final report of which was issued on March 13, 2019, to address IHDA's recognition that the number of abandoned and vacant single-family homes were affecting housing values, decreasing the affordable housing stock, and posing a public safety hazard as municipalities were struggling to gain access to the homes. The Strong Communities Program furthers IHDA's efforts to address vacant and abandoned properties which were recognized in the fall of 2019 by the National Council of State Housing Agencies (NCSHA) with the State Advocacy Award.

Program Allocation	\$30,000,000 of the \$200,000,000 appropriated from the Build Illinois Bond Fund to the Department of Revenue for the Illinois Housing Development Authority for affordable housing grants, loans, and investments for low-income families, low-income senior citizens, low-income persons with disabilities and at risk displaced veterans.
Eligible Applicants	Units of local government. A county or municipality may join with other counties/municipalities and together submit a single application (Land Banks and Regional Planning Commissions are eligible to apply on behalf of units of local government applicants). Applicants anticipating home rehabilitation activities must either have direct rehabilitation experience or have partnerships with local agencies that possess the necessary experience. Available statewide.
Eligible Grant Awards	Eligible Applicants may apply for up to \$750,000 per grant (no match funds).
Program Impact	For every dollar spent to address an abandoned and vacant home, the value of homes in the targeted area increases \$4.27 according to the Center for Community Progress (the nation's premier non-profit organization whose focus is turning abandoned properties into vibrant spaces). We stand to increase property values by over \$125 million in the aggregate in support of community residents and the local tax base.
Program Requirements	For activities undertaken and submitted for reimbursement, successful applicants must follow all local, county, and state laws pertaining to such activities including, but not limited to, applicable environmental laws, state historic preservation, and prevailing wage.
Operational Efficiencies	Energy-efficient, sustainable, and/or resilient building design for rehabilitation projects are encouraged.
Eligible Properties	1-6 unit residential properties meeting the definition of Abandoned Residential Property; vacant and abandoned single family homes (\$40,000 maximum costs for demolition projects and \$75,000 maximum costs for rehabilitation projects per individual PIN for all eligible uses)

Exhibit A Strong Communities Program (SCP)

<p>Eligible Uses</p>	<ul style="list-style-type: none"> - Acquisition (not to exceed \$5,000 per property to allow for abandonment petition for Judicial Deed, tax sale purchase and legal costs, etc.) - Rehabilitation (not to exceed \$75,000 per property; can include interior and exterior rehab activities) - Demolition (not to exceed \$40,000 per property; exceptions to the maximum per property cost to be considered on a case-by-case basis for remediation requirements, and strategic demolition aligned with local planning efforts) - Tree, Shrub and Debris Removal (including grass cutting) - Lot Treatment and Greening (i.e., sod, level and grading, shrubs, native plantings, community gardens, stormwater management projects) - All reasonable hard and soft construction costs as approved in IHDA's sole and absolute discretion - Administrative costs - maximum general administration fees consist of 10% of the total grant for administrative costs related to general management, oversight, and coordination, including staff and overhead
<p>Reimbursement Process</p>	<p>Grantees will be reimbursed on a quarterly basis for Eligible Uses by submitting approval information on forms provided by the Authority.</p>
<p>Program Duration and Post-Program Requirements</p>	<p>Three funding rounds (two-year grant terms each). No post-program restrictions on properties under the program. Grantee must maintain records that pertain to the program for five years.</p>

EXHIBIT B

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- 3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): VILLAGE OF MAYWOOD

Taxpayer Identification Number:

Social Security Number _____
 or
 Employer Identification Number _____

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation <i>NOT</i> providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Other: _____ | |

Recipient Signature

Date

EXHIBIT C

DRUG FREE WORKPLACE CERTIFICATE

STATE OF ILLINOIS

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition; and

(3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will:

A. abide by the terms of the statement; and

B. 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.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining a drug free workplace;

- (3) any available drug counseling, rehabilitation, and employee assistance programs;
and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.
- (e) 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 Section 5 of the Drug Free Workplace Act.
- (f) 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.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

VILLAGE OF MAYWOOD,
an Illinois unit of local government

By:


DocuSigned by:
D562680D34FE48F...

Name: Angela Smith

Title: Community Development Director

Exhibit "2"

Officer's Certificate and Certificate of Incumbency

(attached)

**OFFICER'S CERTIFICATE AND
CERTIFICATE OF INCUMBENCY**

This Officer's Certificate and Certificate of Incumbency (this "Certificate") is being furnished to the Illinois Housing Development Authority (the "Authority") in connection with the grant being made by the Authority to the Village of Maywood, an Illinois unit of local government (the "ULG"), and in connection with the Strong Communities Program.

The undersigned hereby certifies that:

- (a) The undersigned has full power and authority to execute and deliver this Certificate on behalf of the ULG.
- (b) Attached hereto as **Exhibit A** is a true, correct and complete copy of the Resolution duly adopted by the ULG on October 10, 2023 and such Resolution has not been amended, rescinded or revoked and remains in full force and effect on the date hereof; and
- (c) The following persons have been duly elected to the positions in the Village set opposite their respective names and continue to serve in such positions on the date hereof, and that the signatures opposite their respective names are their genuine signatures:

<u>Name</u>	<u>Position</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this ____ day of _____, 2023.

an Illinois unit of local government

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. R-2023-_____

**A RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF
A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S
STRONG COMMUNITIES PROGRAM (ROUND 2)**

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 10th day of October, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of October, 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 10th day of October, 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: October 4, 2023
Re: Cook County Class 6b Real Estate Tax Incentive for A.V.W. Equipment Co., Inc. for the Property at 136 South 8th Avenue (PIN 15-11-145-048-0000)

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 Combined Committee of the Whole Meeting / Special Village Board Meeting:

A RESOLUTION AUTHORIZING AND CONSENTING TO A COOK COUNTY CLASS 6b PROPERTY TAX RATE INCENTIVE DESIGNATION FOR THE REAL PROPERTY COMMONLY KNOWN AS 136 SOUTH 8TH AVENUE, MAYWOOD, ILLINOIS AND IDENTIFIED AS PROPERTY INDEX NUMBER: 15-11-145-048-0000 (A.V.W. EQUIPMENT CO., INC.)

A.V.W. Equipment Co., Inc. ("AVW") has submitted to the Village of Maywood ("Village") a Cook County Class 6b Property Tax Incentive Eligibility Application concerning the Subject Property at 136 South 8th Avenue. AVW intends to demolish the existing 8,550 square foot building on the Subject Property and to build a brand new 16,000 square foot building in its place. The cost of the new development is anticipated to be approximately \$1,842,000.00. AVW also occupies adjacent property at 105 South 9th Avenue, which is utilized as its headquarters for its business, which involves manufacturing, assembly and engineering development of advanced car wash systems. The redevelopment of the Subject Property will allow AVW to expand its facilities and increase its current product development and manufacturing.

Due to the recent increase in Cook County property tax burden that has been shifted to commercial, manufacturing and industrial properties, AVW requests that the Village consent to the approval of the Cook County Class 6b Eligibility Designation in order to assist with and encourage the redevelopment and use of the Subject Property for its car wash equipment business (the "Business Activities"). Pursuant to the Cook County Real Property Classification Ordinance, the Class 6b 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.

AVW 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 AVW is required to comply with in order to receive and remain eligible to continue to receive property tax incentive under the Cook County Class 6b Eligibility Designation. These are similar to conditions recently placed on the Class 6b approval for National Cycle, another long-time employer in the Village.

If the Board approves the enclosed Resolution in support of the Application for the Cook County Class 6b 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.

Michael

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 T. Jurusik, Village Attorney (w/ encl.)

RESOLUTION NO. R-2023 - _____

**A RESOLUTION AUTHORIZING AND CONSENTING TO
A COOK COUNTY CLASS 6b PROPERTY TAX RATE INCENTIVE DESIGNATION
FOR THE REAL PROPERTY COMMONLY KNOWN AS 136 SOUTH 8TH AVENUE,
MAYWOOD, ILLINOIS AND IDENTIFIED AS PROPERTY INDEX NUMBER: 15-11-145-048-0000
(A.V.W. EQUIPMENT CO., INC.)**

WHEREAS, the Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance (the “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 locate and expand in the Village by offering financial incentives in the form of property tax relief; and

WHEREAS, A.V.W. Equipment, Inc., an Illinois corporation (“AVW”), is the lessee and occupant of property owned by CXIV LLC, an affiliated entity of AVW (the “Owner”) located at 136 South 8th Avenue, Maywood, Illinois (the “Subject Property”); and

WHEREAS, the Subject Property consists of the real estate legally described on Exhibit “1” attached hereto and made a part hereof. The property index number for the Subject Property is 15-11-145-048-0000; and

WHEREAS, the Subject Property, and the buildings located thereon, are currently vacant and unused; and

WHEREAS, AVW intends to demolish the existing 8,550 square foot building on the Subject Property and to build a brand new 16,000 square foot building in its place. The cost of the new development is anticipated to be approximately \$1.842 million dollars (the “Redevelopment Project”); and

WHEREAS, AVW also occupies adjacent property at 105 South 9th Avenue, which is utilized as its headquarters for its business, which involves manufacturing, assembly and engineering development of advanced car wash systems. The Redevelopment Project on the Subject Property will allow AVW to expand its facilities and increase its current product development and manufacturing; and

WHEREAS, AVW has submitted to the Village a Cook County Class 6b Property Tax Rate Incentive Eligibility Application concerning the Subject Property (See Exhibit “2” attached hereto and made a part hereof). If approved, the Application will be filed with the Cook County Assessor’s Office; and

WHEREAS, if the Class 6b Property Tax Rate Incentive Designation is consented to by the Village and approved 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. The Cook County Class 6b Property Tax Rate Incentive Designation is renewable; and

WHEREAS, AVW requests that the Village of Maywood consent to the Class 6b Property Tax Rate Incentive Designation in order to facilitate the Redevelopment Project on the Subject Property for the purposes described above; and

WHEREAS, the Village President and Board of Trustees of the Village of Maywood find that the request of AVW for the grant of the Class 6b Property Tax Rate Incentive Designation for purposes of constructing and operating the Redevelopment Project meets the “New Construction” criteria and requirements of the Class 6b Property Tax Rate Incentive Program; and

WHEREAS, the Village President and Board of Trustees also find that it is in the best interests of the Village, its residents, property owners, local businesses and the public to approval and consent to AVW’s request for a Class 6b Property Tax Rate Incentive Designation in order to facilitate the construction and operation of the Redevelopment Project, subject to the conditions of approval set forth below in Section 3 of this Resolution; and

WHEREAS, the Village President and Board of Trustees support and consent to the filing of the application of a Cook County Class 6b Property Tax Rate Incentive Designation by AVW with Cook County, find the Class 6b Property Tax Rate Incentive Designation is necessary for the Redevelopment Project to occur on the Subject Property, and recommend approval of the Cook County Class 6b Property Tax Rate Incentive Designation for the Subject Property by Cook County, subject to the conditions of approval set forth below in Section 3 of this Resolution.

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 6b Property Tax Rate Incentive Designation. SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW, the President and Board of Trustees of the Village of Maywood find that the Subject Property is appropriate for a Class 6b Property Tax Rate Incentive Designation pursuant to the Cook County Real Property Classification Ordinance, as amended. The President and Board of Trustees further find the Class 6b Tax Rate Incentive Designation for the Subject Property to be necessary for the Redevelopment Project to occur on the Subject Property and for the expansion by AVW of its business located on adjacent property, and that the redevelopment of the Subject Property is necessary and beneficial to the local economy.

SECTION 3: Approval of Cook County Class 6b Property Tax Rate Incentive Designation With Conditions of Approval. The President and Board of Trustees authorize, support and consent to the Cook County Class 6b Property Tax Rate Incentive Designation for the Subject Property, for purposes of constructing and operating the Redevelopment Project (a new 16,000 square foot building that will allow AVW to expand its operations from its current facility on adjacent property) consistent with the allowable land uses in the applicable zoning district as proposed by AVW at the Subject Property, which is commonly known as 136 South 8th Avenue, Maywood, Illinois, and further identified as PIN: 15-11-

145-048-0000, and legally described in Exhibit "1" attached hereto and made a part hereof, and SUBJECT TO THE FOLLOWING CONDITIONS:

- A. In exchange for the Village of Maywood granting the local municipal approval of the Cook County Class 6b Property Tax Rate Incentive Designation, AVW (or its successor in interest) agrees to:
- a. Commence construction of the Redevelopment Project on or before June 1, 2024. (Commence construction means that AVW shall obtain a Village building permit and actively work on site preparation and construction activities regarding the Redevelopment Project.)
 - b. Complete construction of the Redevelopment Project on or before December 31, 2024. (Complete construction means that AVW shall obtain a Village-issued occupancy permit for the new 16,000 square foot facility)
 - c. Provide and/or participate in job training and job advancement programs that allow for the hiring, promotion and retention of Village residents.
 - d. Provide employment opportunities to qualified Village residents.
 - e. Hire qualified Village residents whenever possible.
 - f. Implement programs that promote the hiring of local, diverse and qualified individuals for its construction workforce and the use of local, diverse and qualified businesses as subcontractors and suppliers.
 - g. Comply with the "hiring" and "using other businesses" requirements of the Village's Enterprise Zone Policy Statement (e.g., "promote the hiring of individuals who are minority persons, women, and persons with disabilities ... and encourage the development of business entities owned by minorities, women, and persons with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, *et seq.*)"), as applicable to the Redevelopment Project.
 - h. Participate in an infrastructure partnership that directly impacts the promotion of better infrastructure for residents in Maywood neighborhoods outside of the Madison Street / Fifth Avenue TIF District.
 - i. Provide and/or participate in programs and initiatives that promote business development, economic development and workforce development opportunities within the Village.
 - j. File a copy of the Cook County-required triennial affidavit attesting to the use of the property and the number of employees employed at the new building with the Village.
 - k. Provide written semi-annual status reports to the Village Board, or additional status reports as requested by the Village Board, that detail AVW's on-going, commercially reasonable efforts and progress in meeting the goals and objectives set forth in these Conditions. The reports shall contain illustrative information and data pertaining to the status of AVW's on-going, commercially reasonable efforts and progress in meeting the goals and objectives of these Conditions; however, AVW's proprietary and/or confidential information and data shall not be included in the reports. AVW's management team shall appear before and deliver each status report to the Village Board at a public Village Board meeting.
 - l. Comply with the requirements of the Cook County Class 6b Property Tax Rate Incentive Program, including the Cook County Living Wage Ordinance.

- m. File a certified original of the Resolution with Cook County once the Redevelopment Project is completely built and reoccupation certificates have been issued by the Village.
 - n. Sign the attached Acknowledgment, which confirms AVW’s agreement to comply with the Section 3 conditions in exchange for the Village Board’s approval of the renewal of the Cook County Class 8 Property Tax Rate Incentive Designation. A copy of the Acknowledgment is attached hereto as Exhibit “3” and made a part hereof.
- B. If AVW (or its successor in interest) fails to: (a) commence construction of the Subject Property on or before June 1, 2024; or (b) complete construction of the Subject Property on or before December 31, 2024; the Village may file a request with Cook County or any other governmental agency with oversight jurisdiction or may file an action with the Cook County court system to terminate the Cook County Class 6b Property Tax Rate Incentive Designation by Cook County and AVW (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: Delivery and Filing of Executed, Certified Copy of Resolution. Upon approval and execution of this Resolution, the Clerk of the Village of Maywood shall provide to the Director of the Community Development Department and the Applicant certified copies of this Resolution for purposes of filing with the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois or such other appropriate Cook County office.

SECTION 6: 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 10th day of October, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 10th day of October, 2023, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Tori-Love Garron, Village Clerk

EXHIBIT "1"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOTS 33, 34, 35, 36 AND 37 IN BLOCK 59 IN MAYWOOD SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 2, THE WEST ½ OF SECTION 11, AND THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-11-145-048-0000

COMMONLY KNOWN AS: 136 SOUTH 8TH AVENUE, MAYWOOD, IL 60153

EXHIBIT "2"

**COOK COUNTY CLASS 6b PROPERTY TAX INCENTIVE
ELIGIBILITY APPLICATION**

(attached)



A.V.W. Equipment Co., Inc.

105 South Ninth Avenue
Maywood, Illinois 60153
Phone (708) 343-7738
Fax (708) 343-9065
www.avwequipment.com

Class 6b Application For

136 S 8th Avenue, Maywood, IL 60153

15-11-145-048-0000 (5-93)





REVELIOTIS LAW, P.C.

www.reveliotislaw.com

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Justification

Cook County Assessor's Office 6b Application

- A Legal Description, Site and Building Dimensions and Square Footage**
- B Identification of Persons Having and Interest**
- C Intended Use**
- D Company background with supporting materials**
- E Employment Opportunities**
- F Plat of Survey**
- G Plans & Drawings**
- H Estimated Property Tax with and without 6b as well as if Property remains as-is**



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September 19, 2023

Angela Smith
Director of Community Development
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

**Regarding: Class 6B Property Tax Incentive Application for
136 S 8th Avenue, Maywood, Illinois 60153
PIN: 15-11-145-048-0000 / Proviso Township**

Dear Ms. Smith and fellow parties in interest:

AVW Equipment Inc. (“Applicant”) is requesting a resolution from the Village of Maywood (the “Village”) supporting and consenting to a Class 6b Incentive based on new construction.

Applicant recently purchased the real property located at 136 S 8th Avenue in Maywood (the “Property”). Based on the current physical construct, the site is approximately 19,254 square feet with an approximately 8,550 square foot building thereon. Applicant plans to demolish the existing improvements and construct a brand-new building of 16,000 square feet. The cost of the new development is estimated to be approximately \$1.842 million.

Applicant is also the owner and occupant of the adjacent property, commonly known as 105 S 9th Avenue, Maywood. Applicant utilizes this property as its headquarters for its business which involves manufacturing, assembly, and engineering development of advanced car wash systems. Development of the proposed site will expand Applicant’s facilities to allow increase of its current product development and manufacturing.

Applicant currently employs 85-90 employees - 9 of whom are residents of Maywood, and a total of 34 from the immediate surrounding areas. Applicant expects to hire at least 5 full-time new employees to operate on the Property. Given the capacity of the Property and the support of increased business over the next several years, Applicant will likely increase its full-time employee count to 20 within a 3–5-year period.



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Applicant has been an active member of the Community whereby it has donated to various organizations over the years, including the Maywood Firefighters Union, Village of Maywood (shop with a cop program, Maywood Fest), Quinn Center Thanksgiving food drive, Maywood Police Department and many more. In 2023, Applicant donated \$1,000 to the Andrew Holmes Foundation for the purchase of gun locks that were distributed for free to residents of Maywood, and the surrounding communities, in an effort to raise awareness for gun safety and to prevent accidental shootings.

Applicant has a great working relationship with the Maywood Fire Department and often fixes/welds/paints things for the Department free of charge. The Applicant's Human Resources Director as well as the Corporate Controller are on the Triton College School of Business Advisory Committee, where they foster internships and career opportunities for various programs the College offers. Furthermore, last year Applicant launched an internship program for students to get familiarized in accounting and engineering. Applicant is looking forward to building on that experience heading into the future. Applicant also offers tuition reimbursement to its employees to enhance their trade skills - an opportunity that has been seized by many.

Applicant deems the Class 6b incentive materially necessary for the economic viability of the contemplated project and to allow investment of all types, so that the Property may exist as a functioning, integral component of the local area serving the business interests of the Village as well as provide a significant fiscal impact to the Village by paying property taxes.

Approval of the Class 6b would be a benefit to the Village because it would represent continued growth by way of creating new business and employment opportunities, generation of sales taxes, state income taxes, federal income taxes and other taxes and/or the incidental business benefits derived by the operations of a business of this nature. Moreover, the Village can expect that Applicant and its employees will invest commercially back into the community by visiting local establishments including without limitation restaurants, gas and service stations, etc. The Village can also expect that Applicant will contribute and enhance business traffic and new types of customers into the Village during its operations.



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Based on the foregoing, Applicant respectfully requests that the Village's Economic Development Committee and Commission members to review its request and recommend that the Village Board approve a new resolution supporting and consenting to a Class 6b Incentive for the Property in its name based on new construction.

In support of the above request for a Resolution supporting and consenting to a Class 6b Incentive for the Property, on behalf of Applicant, we have attached the following documentation and/or information:

- Cook County Assessor's Office 6b Application
- Legal Description, Site and Building Dimensions and Square Footage
- Identification of interested parties
- Intended use
- Company background with supporting materials
- Employment Opportunities
- Plat of survey
- Plans and Drawing
- Estimated Property Tax with and without 6b as well as if Property remains as-is

Respectfully,

Katerina N. Liapis



CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, **a filing fee of \$500.00**, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: Mira Djordjevic Telephone: (708) 343-7738
Company: AVW Equipment Inc
Address: 109 S 9th Avenue
City: Maywood State: IL Zip Code: 60153
Email: _____

Contact Person (if different than the Applicant)

Name: Katerina N. Liapis Telephone: (312) 230-0160
Company: Reveliotis Law, P.C.
Address: 1030 Higgins Road, Suite 101
City: Park Ridge State: IL Zip Code: 60068
Email: katerina@propertytaxation.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 136 S 8th Avenue
Permanent Real Estate Index Number: 15-11-145-048-0000
(2) _____
Permanent Real Estate Index Number: _____
(3) _____
Permanent Real Estate Index Number: _____
City: Maywood State: IL Zip Code: 60153
Township: Proviso Existing Class: 5-93

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest. **Exhibit B**

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use. **Exhibit C**

Include copies of materials, which explain the occupant’s business, including corporate letterhead, brochures, advertising material, leases, photographs, etc. **Exhibit D**

Employment Opportunities **Exhibit E**

How many construction jobs will be created as a result of this development? _____

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 90 Part-time: _____

How many new permanent full-time jobs will be created by this proposed development? 20

How many new permanent full-time jobs will be created by this proposed development? _____

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- New Construction (Read and Complete Section A)**
- Substantial Rehabilitation (Read and Complete Section A)**
Incentive only applied to the market value attributable to the rehabilitation
- Occupation of Abandoned Property - No Special Circumstance (Read and Complete Section B)**
- Occupation of Abandoned Property - With Special Circumstance (Read and Complete Section C)**
- Occupation of Abandoned Property - (CEERM Supplemental Application) (Read and Complete Section C)**

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement (*excluding demolition, if any*): October 2023 (Pending 6b Application)

Estimated date of construction completion: March 2024

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property **Exhibit F**
3. 1st floor plan or schematic drawings **Exhibit G**
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*) **Pending**
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*) **Estimated Cost: \$1.825 million. Precise figures pending.**

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (*or the County Board, if the real estate is located in an unincorporated area*) should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of “special circumstances” from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant’s request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an “Incentive Appeal”.

FINALIZING THE INCENTIVE PROCESS

In order to finalize the class change you will need to file an **Incentive Appeal** with supporting documentation (including **Proof of Occupancy**) in the year that the property has been substantially occupied. It is advised that you access our website (*www.cookcountyassessor.com*) to determine the allowable filing dates for such action.

When filing an appeal requesting an Incentive Class Change, a \$100.00 filing fee (made out to the Cook County Assessor) must be included. The property cannot receive Class 6B designation until you file an Incentive Appeal Form, AND this office grants reclassification for the parcel(s).

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters, the undersigned certifies that he/she believes the same to be true.



Signature

Katerina N. Liapis

Print Name

09/19/2023

Date

Attorney/Agent

Title

EXHIBIT "A"

I. Legal Description

Property Address: 136 S 8th Avenue, Maywood, IL 60153
PIN: 15-11-145-048-0000

LOTS 33, 34, 35, 36 AND 37 IN BLOCK 59 IN MAYWOOD SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, THE WEST 1/2 OF SECTION 11, AND THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

II. SITE DIMENSIONS AND SIZE

Dimensions: 132.60' x 139.56'
Square Footage: 18,515 Sq Ft. (0.425 Acres)

III. BUILDING SIZE

Current Structure Square Footage: 8,000
Proposed Structure Square Footage: 16,000

EXHIBIT "B"

Identification of Persons or Entities Having an Interest

The **owner** of the property is "**CXIV LLC.**", which is comprised of the following members:

- Name: Molivan Vidakovic
Address: 1850 N Taft Avenue, Berkley, IL 60163
% of Interest: 5%
- Name: Velimir Vidakovic
Address: 6911 Willow Springs Road, Countryside, IL 60525
% of Interest: 47.50%
- Name: Mira Vidakovic
Address: 6901 Willow Springs Road, Countryside, IL 60525
% of Interest: 47.50%

The **occupant** of the property is "**AVW Equipment, Inc.**", which is comprised of the following members:

- Name: Velimir Vidakovic
Address: 6911 Willow Springs Road, Countryside, IL 60525
% of Interest: 50%
- Name: Mira Vidakovic
Address: 6901 Willow Springs Road, Countryside, IL 60525
% of Interest: 50%

AVW Equipment LLC will be leasing the subject property from CXIV LLC. Both entities are comprised by the same members and are of same ownership.

EXHIBIT "C"

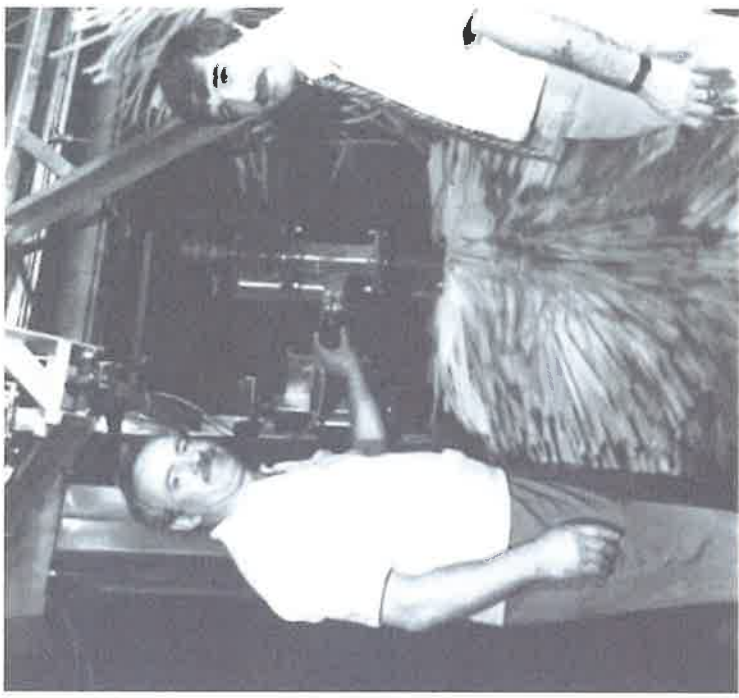
Intended Use

AVW's is dedicated to the production of conveyors, applicators and archers, high-pressure arches/blasters, z-wrap/contour combinations, side/top washers, tire washers/applicators, dryer equipment, backroom equipment and vacuum systems. The intended nature and use of the subject property will be as a warehouse for storage of the advanced car wash systems. Applicant has attached exemplar documentation of said usage.

Exhibit D



Car
Washing
Made
Simple



640

Simplicity in Design - Simplicity in Operation - Simplicity in Motion!

AVW is a leading developer of tunnel systems installed in many of the most successful car washes around the globe. All systems incorporate leading edge technology, high-quality components, and provide reliable operation with minimal maintenance and downtime.

www.avwequipment.com

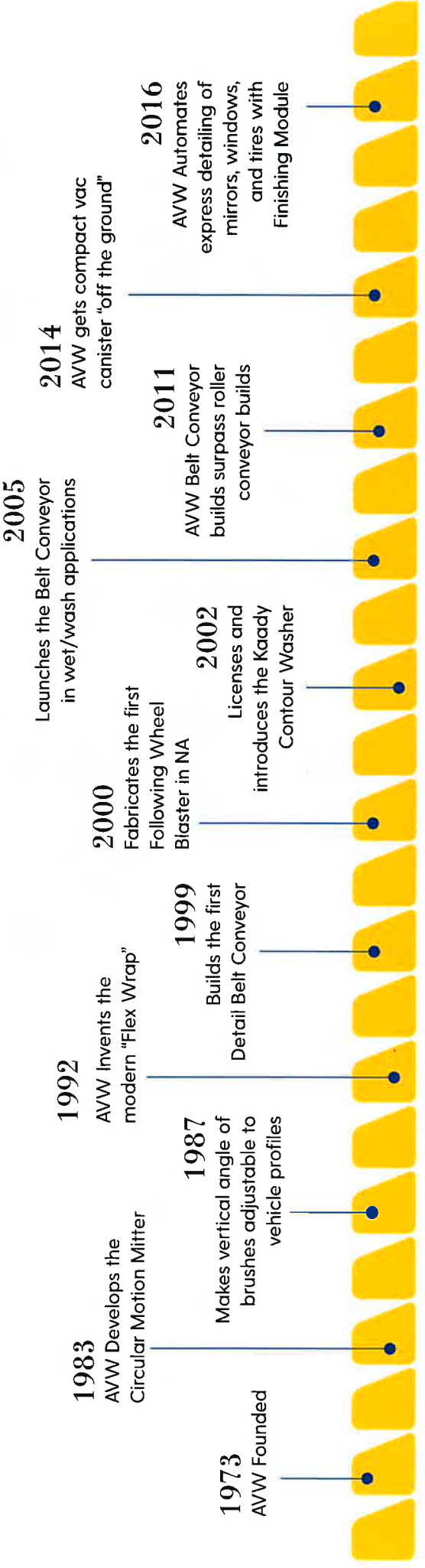




Thousands of car wash installations around the globe, with 6 out of 10 leading carwashes equipped by AWW worldwide!

AWW is a family-owned company that builds innovative car washing equipment and long-term mutually beneficial business relationships with our customers. Nearly 50 years of experience and product innovation goes into every piece of equipment we produce. Our flexible manufacturing allows us to easily modify existing components, or design a brand new part. We believe in doing whatever it takes to make sure your facility delivers outstanding washes simply, cost-effectively and reliably, on the day it goes live and for years to come.

AWW is the Leader in Carwash Technology

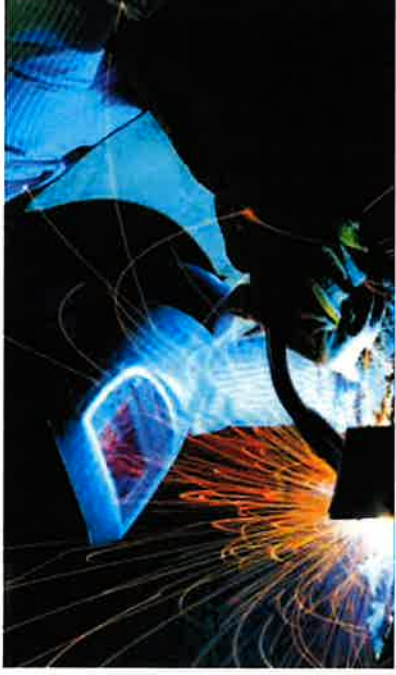


**“Simplicity in
Motion design
principles
inherently produce
more durable
and reliable
components...”**

Simplicity
in Motion



With AWW, you can install the perfect tunnel system for your needs without compromise! Let AWW engineer your innovative solution today.



Our emphasis on make-to-order manufacturing enables us to fabricate your equipment as if you were building it yourself.

We use contemporary manufacturing technologies, and our methods consistently deliver quality and precision.

We maintain conventional and state-of-the-art fabrication capabilities to provide alternatives; we don't allow commercially available technology to limit design options and your ideas.



We've got Tunnel Vision

Tunnel Systems

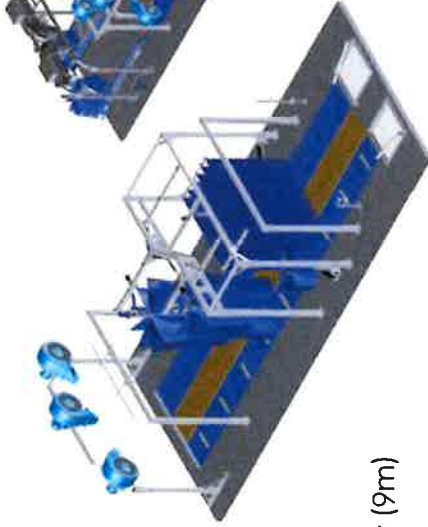
AVW tunnel systems put our Simplicity in Motion and manufacturing principles into action. Our tunnel designs cover a wide range of sizes and are fully customizable. From 29' compact washes to 130' and even larger full-sized systems, we engineer to site-specific requirements for fleet, in-bay conversion, express, flex-serve, full-serve, and detail tunnels.



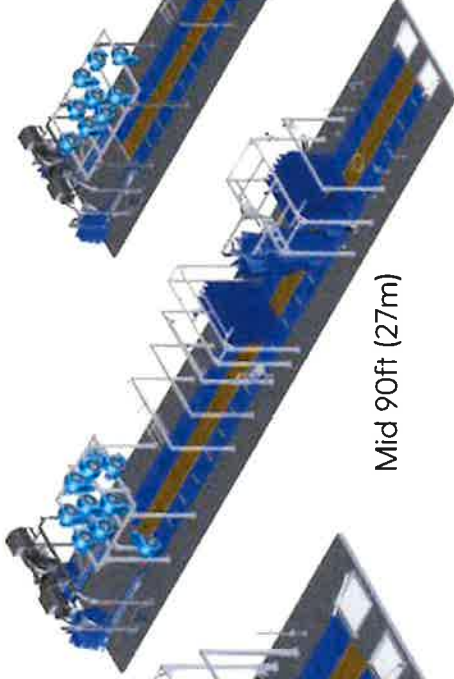
We do it all... Applicators to Z-wraps.

Simplicity in Motion design principles inherently produce more durable and reliable components, since there are fewer things to break, wear out, malfunction, and maintain. From a la carte items, all the way through start-to-finish turnkey installations, your equipment will wash high volumes of consistently clean and dry cars.

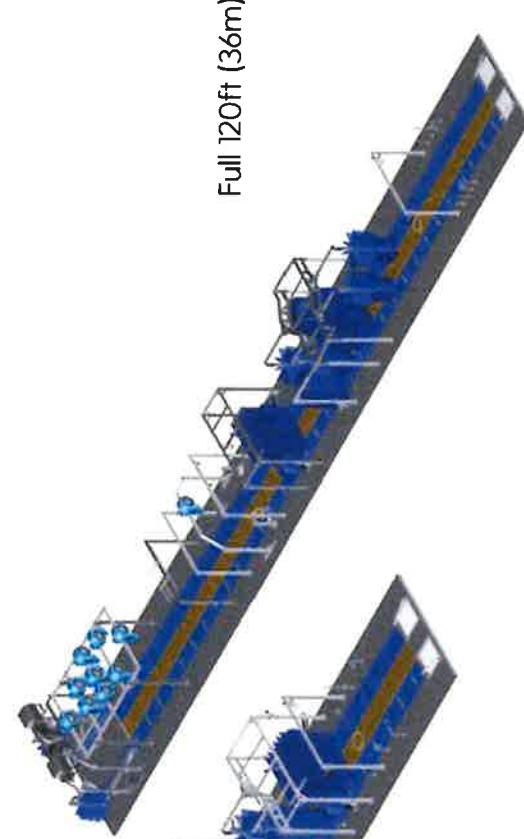
Stainless Steel. We manufacture nearly all structural and mechanical components using stainless steel. Virtually inert to the harsh conditions found in the carwash environment, stainless steel maintains its structural and aesthetic integrity for decades.



645 Mini 29ft (9m)



Mid 90ft (27m)

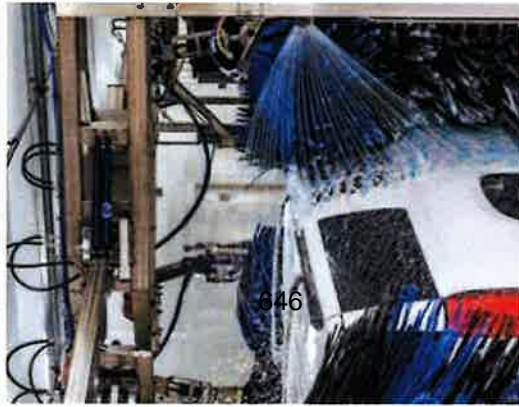


Full 120ft (36m)



“If it’s in a car wash, it’s in our blood. Through 45 years, AVW has introduced more than its share of creative, groundbreaking equipment concepts. Some have become industry standards. Some are setting *new* standards.”

www.avwequipment.com





Thousands of car wash installations around the globe, with 6 out of 10 leading carwashes equipped by AVW worldwide!

AVW's extensive global presence brings access to leading edge car wash technology all around the world.

From Seattle to Chicago, Athens to St. Petersburg, Tokyo to Nairobi, and even as far as Melbourne, AVW combines best practices into exceptional designs for world class customer experiences.

Product Support

We provide assistance and experience early in your project planning phase, engineering support during design, construction and installation, and technical support after you open. An extensive global distributor network provides installation and startup assistance, guidance, and support throughout the life of your project. Tech support is available via distributors, by telephone, equipment manuals, and on-line.





It's All
About the
Conveyor!

“Customers like the smoother, quieter and safer ride, especially for their pricey rims, and ground effects, and undercarriage.”

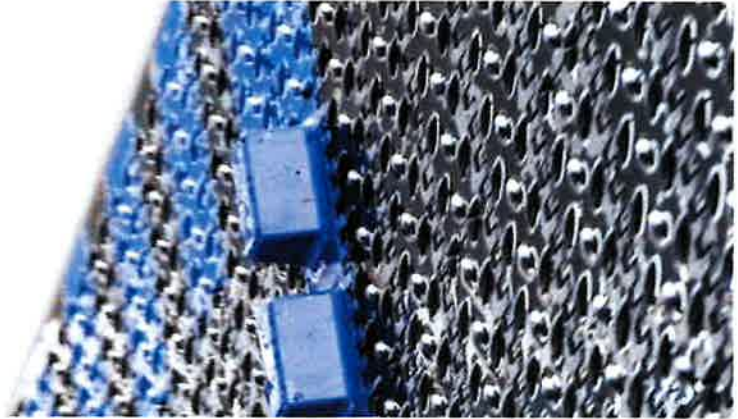
Once again, AWW has applied the Simplicity in Motion design principles to engineer a revolutionary, elegant and low-maintenance conveyor system. Belt Conveyors provide a noticeably superior customer experience – easier to load, smoother, quieter, and safer. They eliminate roller jumps and conveyor damage claims, appeal to owners of low ground clearance exotics, and accommodate dually pickups. Guiderail and trap door issues are a thing of the past, maintenance is drastically reduced, and autonomous braking safety system issues are eliminated without a hitch. And then there's the processing speed – higher car counts, faster customer service and increased profits. It's the future of car wash operation.

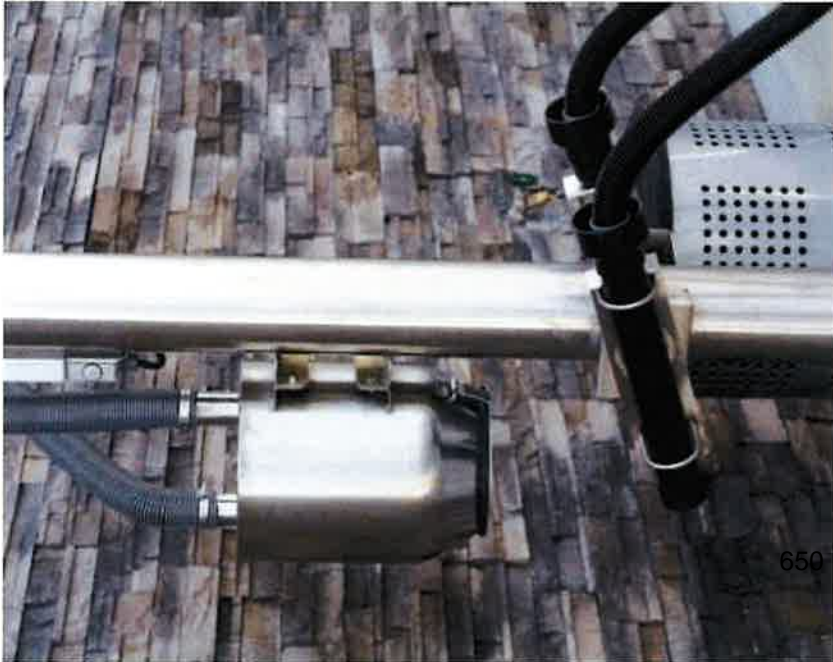
30" and 42" Dual Belt

Eliminates guide rails. Better vehicle control and a wider range of vehicles. Optimal for new construction, frequently retrofitted by widening the pit with equipment in place. A dazzling customer wash experience.

12' (144") People Mover

Fully accommodates vehicle and workers. Designed to leave car doors open for detailing and to work in the front and rear of the vehicle while on the belt for maximum productivity.





650



AVW EQUIPMENT COMPANY, INC.

105 South 9th Avenue

Maywood, IL 60153

Phone: (708) 343-7738

Fax: (708) 343-9065

www.avwequipment.com

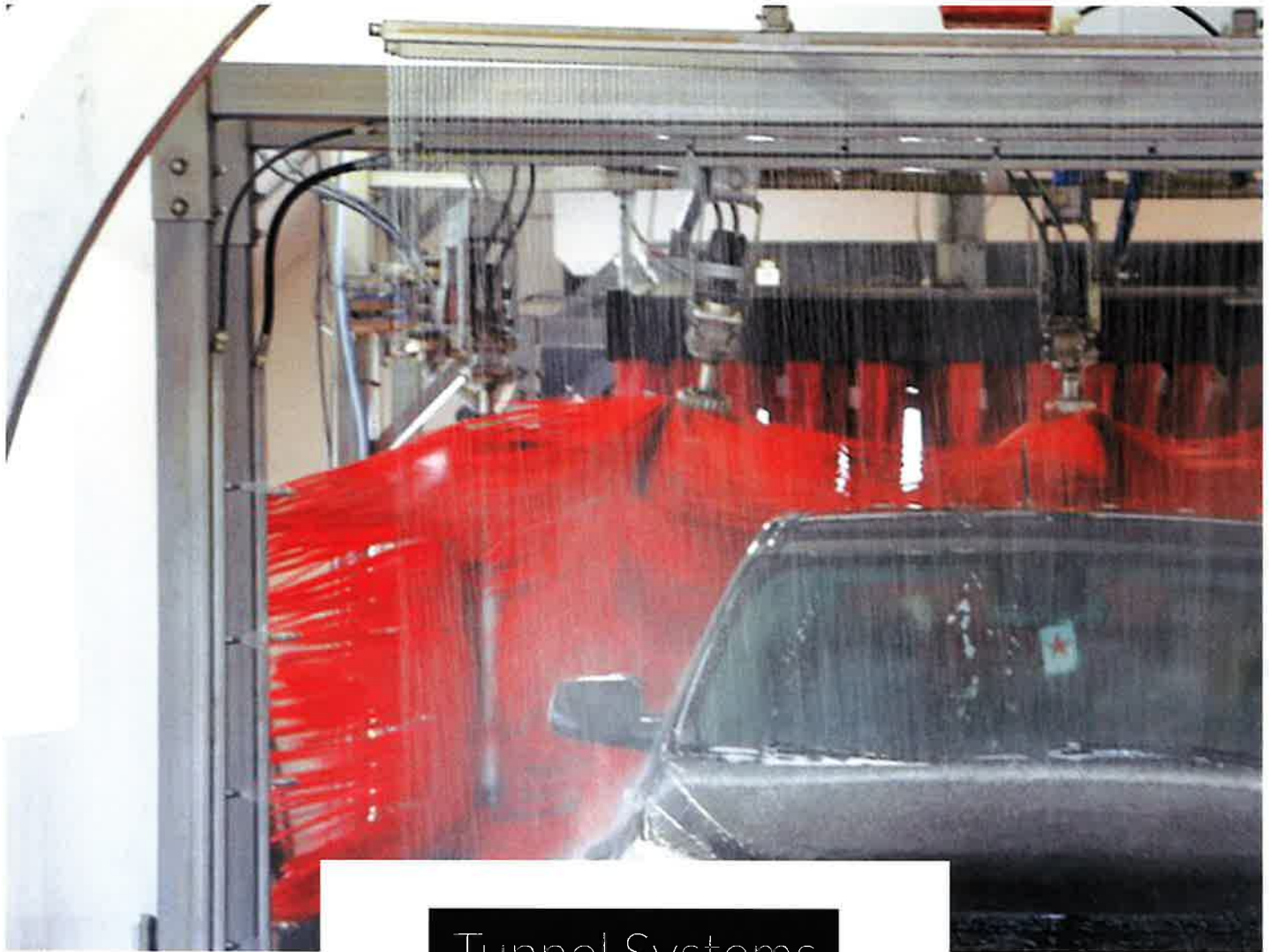
Conveniently located in the Chicagoland area with easy access to two major airports. Call us for a tour of our manufacturing facility.

(708) 343-7738





Compact Mid-size Full



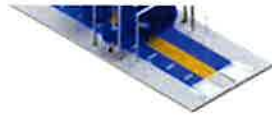
Tunnel Systems

**The tunnel system you want...
without compromise!**

AVW tunnel systems put our “simplicity in motion” design and manufacturing principles into action. All systems incorporate innovative technology, offer high-quality components constructed using durable materials, and provide reliable operation with minimal maintenance and minimal downtime.



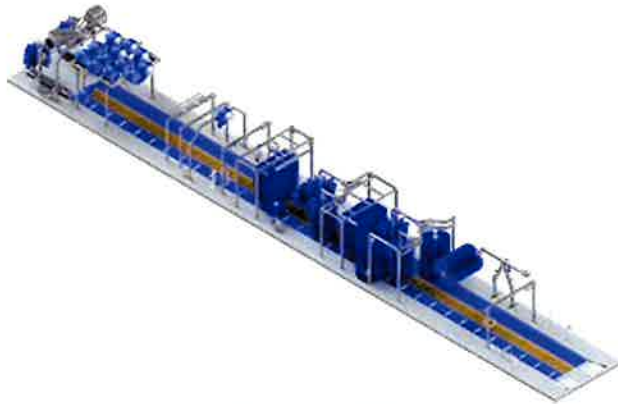
Compact Mid-size Full



Compact



Mid-size



Full

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Entrance/Exit Conveyors Applicators/Arches HP Arches/Blasters Wraps Side/Top Washers
Tire Washers Dryers Backroom Vacuum



Car Wash Equipment

All major car wash equipment... from Applicators to Z-wraps

AVW has introduced more than its share of groundbreaking products over the years — products which have become industry standards.

- First to make the vertical angle of brushes adjustable to vehicle profiles
- Invented the modern Wrap-Around
- Manufactured one of the first Following Wheel Blaster
- Introduced the Contour Brush to the NA market
- Installed the first Detail Belt Conveyor
- Introduced Belt Conveyors for wet/ wash applications



[Entrance/Exit](#)
[Conveyors](#)
[Applicators/Arches](#)
[HP Arches/Blasters](#)
[Wraps](#)
[Side/Top Washers](#)
[Tire Washers](#)
[Dryers](#)
[Backroom](#)
[Vacuum](#)



[AVW Video](#)



[AVW Capabilities Brochure \(PDF\)](#)

Entrance/Exit

AVW's steel Mirror Entry is free standing with an extra-large adjustable mirror. The AVW Stainless Steel Prep Gun Station features a gravity feed tank, with adjustable controls contained inside of tank. ... [more](#)

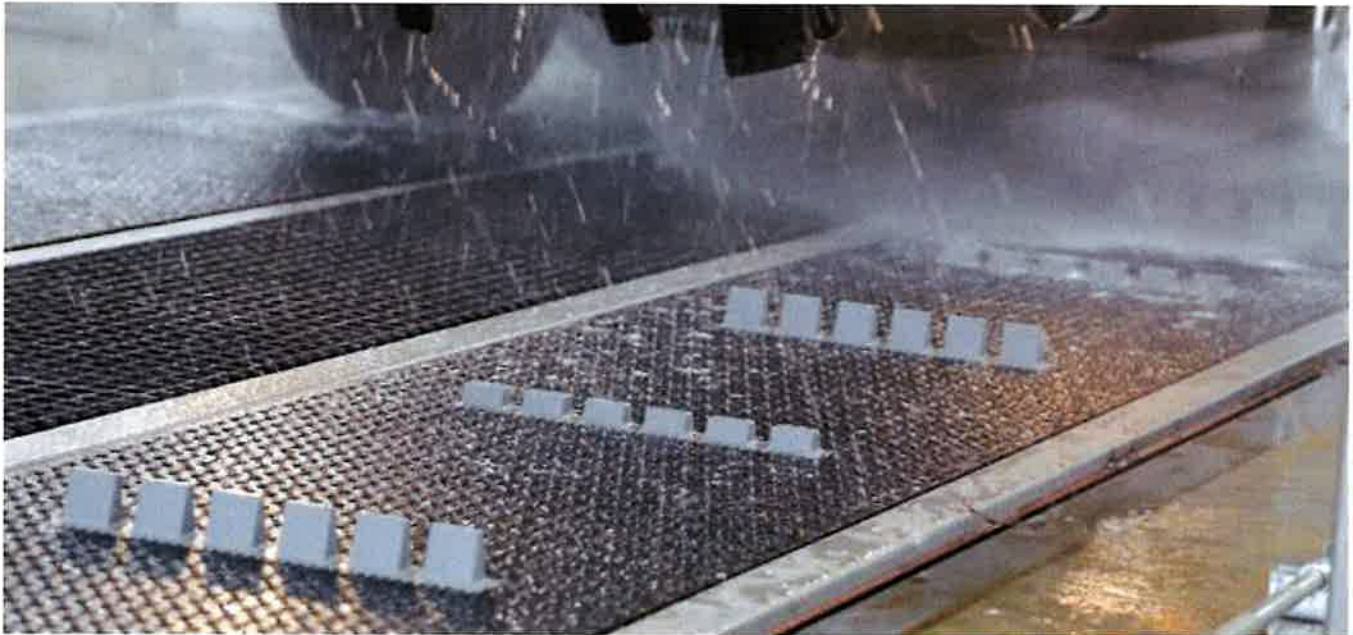


Conveyors

AVW Belt Conveyors are designed for more control of the vehicle with fewer restrictions on the type of vehicle being washed. With all four tires on the belt, braking and steering have no consequences. Eliminating guide rails also eliminates wheel damage. AVW Roller Conveyor



Entrance/Exit Conveyors Applicators/Arches HP Arches/Blasters Wraps Side/Top Washers
Tire Washers Dryers Backroom Vacuum



Applicators & Arches

The AVW Applicator Arch is made of long-lasting stainless tube with many options available for soap, conditioning, rinsing and finishing. The Shower Manifold is made of 1.5" x 1.5" stainless tube with 1-5 rows of holes available for a wide range of water flows. AVW's Floor Applicators feature clean stainless steel applicator designs, have minimal space requirements, utilize computer or treadle control, and ... **more**





[Entrance/Exit](#) [Conveyors](#) [Applicators/Arches](#) [HP Arches/Blasters](#) [Wraps](#) [Side/Top Washers](#)
[Tire Washers](#) [Dryers](#) [Backroom](#) [Vacuum](#)

High-Pressure Arches/Blasters

Our stainless steel High Pressure Arches deliver high pressure, high volume coverage to meet today's demands for thorough foam and soap rinse. AVW's stationary Fixed Rocker Blaster, the Swirling Side Blaster with high action swirling motion, the Spinning Wheel Cannon, and the Pivoting Turbo Blaster offer the widest range of effective ... [more](#)



Z-Wrap/Contour Combinations

Our equipment combinations are ideal for space savings in short tunnels and for productivity and performance in high speed longer tunnels. Certain combinations, like Z-Wrap/Contour Combinations, are AVW exclusives and offer unrivaled performance. Combination units routinely boost car wash counts by 20-30% over the traditional "car count equals tunnel length" rule of thumb. ... [more](#)





Entrance/Exit Conveyors Applicators/Arches HP Arches/Blasters Wraps Side/Top Washers
Tire Washers Dryers Backroom Vacuum



Side/Top Washers

The AVW Mitter Curtain has a unique basket motion. AVW Top, Dual Top, and Tilting Top Brushes are designed to clean hoods, windshields, and roofs of vehicles and provide long residence time for problem areas. The AVW stainless steel Rocker Panel Brush is angle adjustable so you can match the rocker brush orientation to the shape of the vehicle. AVW's Contour Side Washer is designed to ... [more](#)



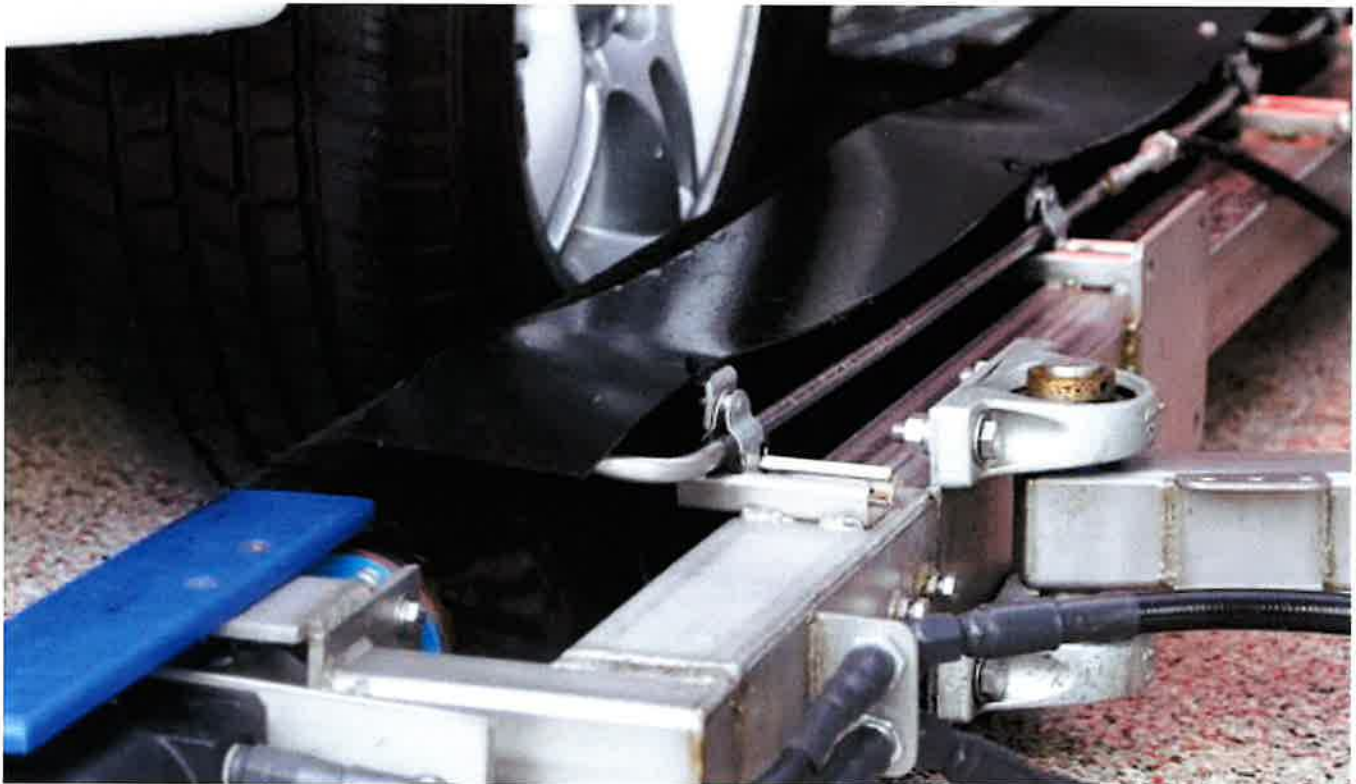


Entrance/Exit Conveyors Applicators/Arches HP Arches/Blasters Wraps Side/Top Washers

Tire Washers Dryers Backroom Vacuum

Tire Washers/Applicators

The AVW Tire Washer is low-profile in standard or Stepped Brush configurations and can be located under Mitter Curtains and Top Brushes to save space. The AVW Tire Dressing Applicator is designed to shine a tire on roller conveyors or Belt Conveyors with outstanding durability. An optional dosing controller provides more consistent shines and eliminates chemical sling, drip and waste. ... [more](#)



Dryer Equipment

AVW Blowers are available in highly efficient 10 HP and 15 HP models in stainless steel or UHMW plastic housings. Exceptional nozzle velocities enable tailoring to problem areas or noise issues in sensitive installations. A virtually limitless range of dryer system designs are available with flexible mounting systems. Pivoting nozzles, variable speed MCCs, "Air Rinse" pre-dry, and "A.I.R. Gate" blower chokes provide a full line of additional performance and control options. ... [more](#)



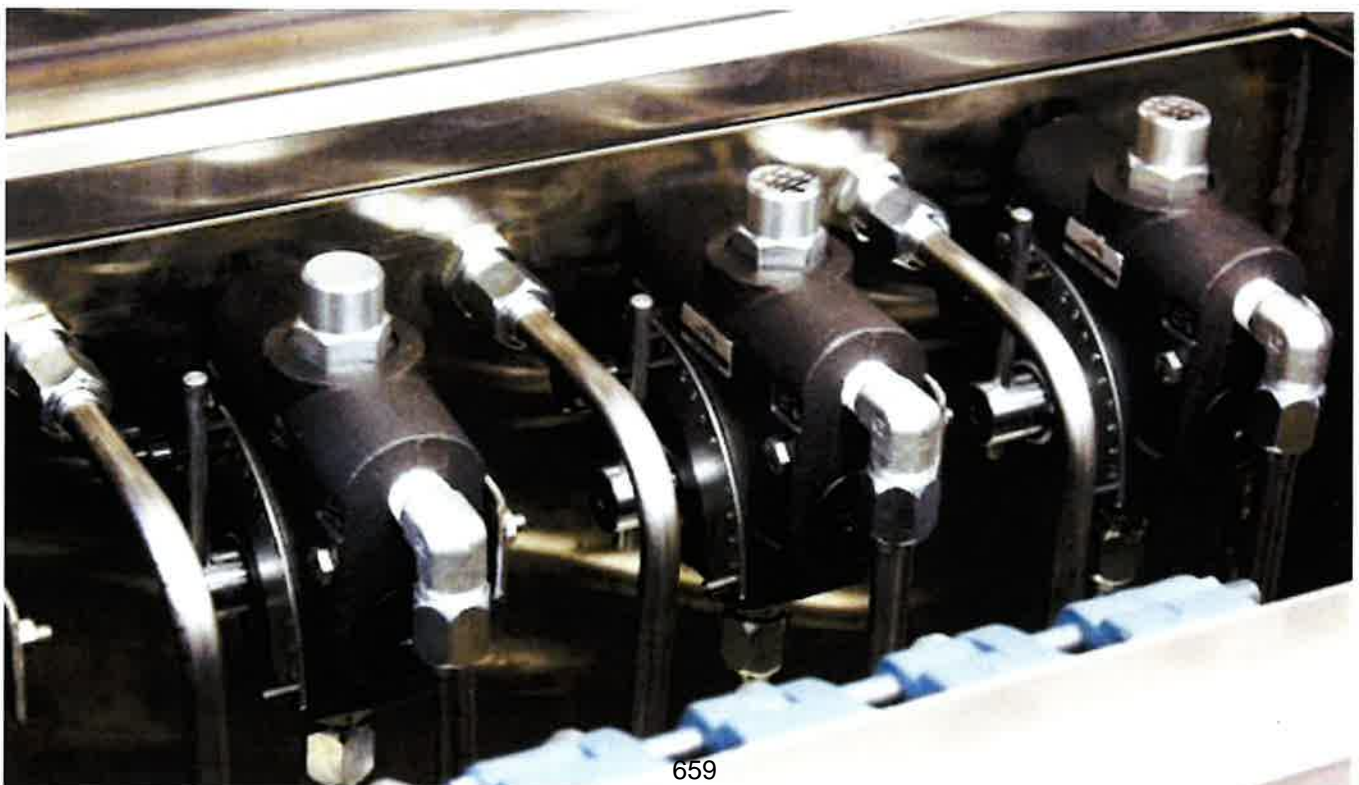


Entrance/Exit Conveyors Applicators/Arches HP Arches/Blasters Wraps Side/Top Washers
Tire Washers Dryers Backroom Vacuum



Backroom Equipment

The AVW stainless steel High-Pressure Pumping Stations power any equipment with up to three pumps, per station, (8, 20, or 30 gpm sizes) and up to 1000 psi. The AVW Hydraulic Power Units feature dependable, long-lasting, components built to last for decades. They are constructed with stainless steel and available in 2 - 7 port configurations. AVW Chemical Pumping Stations are built on easy to ... [more](#)





Vacuum Systems

Entrance/Exit Conveyors Applicators/Arches HP Arches/Blasters Wraps Side/Top Washers
Tire Washers Dryers Backroom Vacuum

central vac separator, or with a high efficiency vac motor controlled by a free vac push-button actuator box or a coin box. Mounted to a concrete pier, our vacuum systems offer an easy way to add vacuum capacity to any site. ... **more**



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About Us

Simplicity in Design! Simplicity in Operation! Simplicity in Motion!

AVW is a family-owned company that believes in manufacturing innovative car washing equipment and building long-term, mutually beneficial business relationships with our customers. From our start in repairing car wash equipment to our current position as a leading global manufacturer of advanced car wash systems, our business philosophy has remained constant: simplify the design and use high-quality materials to build reliable and durable car wash components.

More than forty years of experience and product innovation goes into every piece of equipment we make. We offer custom solutions to meet your unique requirements and develop, design, and build in-house the equipment we sell. We don't allow commercially available technology to limit design options. If needed, we will make the necessary modifications to existing components, or design a brand new part. We will do whatever it takes to make sure your car wash is simple and easy to



The AVW family is here to support you, in any way we can, and to help you build a worry-free car wash...which leaves more time to grow your business!

AVW Milestones and Major Innovations:

- Develops the Circular Motion Mitter (1983)
- Makes vertical angle of brushes adjustable to vehicle profiles (1987)
- Invents the modern "Flex Wrap" (1992)
- Builds the first Detail Belt Conveyor (1999)
- Fabricates the first Following Wheel Blaster in North America (2000)
- Licenses and introduces the Kaady Contour Washer (2002)
- Launches the Belt Conveyor in wet/wash applications (2005)
- AVW Belt Conveyor builds surpass roller conveyor builds (2011)



[AVW Video](#)



[AVW Capabilities Brochure \(PDF\)](#)

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Events

See Us At:



2020 Convention & Expo

January 29-31
Fort Worth
Convention Center
Fort Worth, TX
Booth #127

CAR WASH SHOW™
中国洗车秀 CHINA

THE CAR WASH SHOW™ CHINA 2020

February 18-21,
2020
Beijing, China



INTERNATIONAL
CARWASH
ASSOCIATION

THE CAR WASH SHOW™ 2020

April 6-8, 2020
San Antonio, TX
**Booths
12001/12101**

News

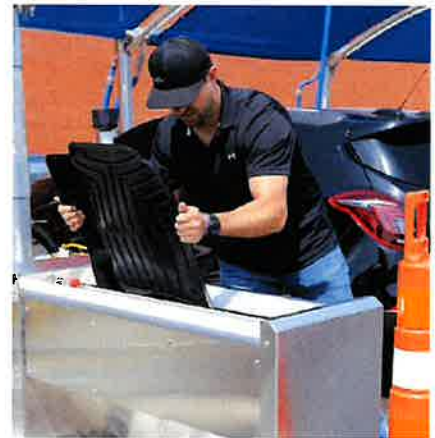
What do you call a clean car with dirty mats? A dirty car!

Whether you offer free self-serve vacuuming with your express wash or provide interior detail services, the AVW Mat Cleaner delivers clean mats for your customers. Mats are brushed and scrubbed quickly and easily (in minutes) removing summer sand or winter salt. And, the AVW Mat Cleaner accommodates a wide range of shapes and sizes, from flat mats to deep, laser-measured, floor liners.

Our mat cleaner is easy to operate. Customers simply push the start button, turn on the optional water spray, and lower/raise the mat in and out of the machine to clean the entire mat surface. Dirt, debris, and water drop and collect into the drained, easily serviced collection tray at the bottom of the unit. Built using stainless steel for durability, dependability and long-life, the AVW Mat Cleaner delivers an ideal add-on service that complements the other clean car services you provide.



Installed at multiple locations across the U.S. and around the globe



Can accommodate deep, laser-measured, floor liners



Features high-quality, durable, components



- measured custom floor liners
- Wash salt and dirt out of mats and liners with the optional wet kit
- Remove sand, gravel, dirt, snow melt, road salt, pet hair, grass, leaves, mulch, food, etc.
- Red “mushroom” button e-stop is close to hands, next to the ON switch
- Plate-activated safety relay turns unit off when hands are inserted into the mat slot



Simple to operate with easy to follow instructions



Available in a dual, back-to-back, configuration

SPECIFICATIONS

Size: 35-5/8” height x 18-5/8” depth x 53” length (90 cm x 47 cm x 135 cm)

Water: Standard 3/4” Pipe with (5) x 1/4” FNPT half couplings with 05E80 PVDF nozzles

Weight: 280 lbs (127 kg)

Power: Single Phase, 110 Volt/7.6 A/60 Hz or 220 Volt/3.8 A/50 Hz

Electric Gear Motor: 1/2 HP, 1 Phase

Maximum Mat Width: 38”

Construction: Stainless Steel

Safety Features:

- Push button start, adjustable timed relay
- Emergency e-stop mushroom button and panic bar stop



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[New Videos](#) [Project Gallery](#) [Expert Advice](#)

New Videos



Sally Dahm Grant, CREW CAR WASH
Mandi Brower, QUALITY CAR WASH



AVW Belt Conveyor Overview



AVW Car Washing Equipment Overview



AVW Tunnel Systems Overview



12' (144") Express Detail Belt



[New Videos](#) [Project Gallery](#) [Expert Advice](#)



AVW Window Mirror Dryers

Project Gallery

Mister Car Wash Express Lube — Reading, PA





[New Videos](#) [Project Gallery](#) [Expert Advice](#)



Wash-U Car Wash, Plainfield, IL



D'Arcy Motors, Joliet, IL



[New Videos](#) [Project Gallery](#) [Expert Advice](#)



NASCAR Car Wash, Naperville, IL

Expert Advice

Trending Car Wash Advancements: Where to Put Your \$\$ in 2017

Three industry experts discuss the pressing issues of the day.



[New Videos](#) [Project Gallery](#) [Expert Advice](#)



Steve Timmer/Michael Timmer
Wash-U Car Wash



Phil Degeratto
Owner, Buddy Bear Car Wash

Chemical Injection Systems



John Imreibe
Owner, Royal Touch Car Wash

Vulnerabilities of the Express Car Wash

Three industry experts discuss the pressing issues of the day.



[New Videos](#) [Project Gallery](#) [Expert Advice](#)



Brian Hobin
Owner, Tommy's Express Car Wash
Hemet, CA



Chuck Kaady
President/Owner, Kaady Car Washes

Staying Relevant to Existing Customers



Tom Essenburg
CEO, Tommy Car Wash Systems

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Service & Support

We will support you for the life of your wash

We provide assistance early in your project planning phase, engineering support during design, construction and installation, and technical support after you open.

- An extensive local distributor network to provide guidance and support throughout the life of your project
- Site layout consultation in order to maximize utilization and flow
- Technical information concerning the wash during the permit process
- Drawings and technical specs to assist the architect and MEP engineer in the preparation of your construction drawings
- Equipment specifications and quotes for your business plan and site planning
- Installation

672



Training

- Tech support via distributors, by telephone, in equipment manuals, and on-line
- Parts inventory (next-day parts delivery; same-day, via air freight, if needed)

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EXHIBIT "E"

Employment Opportunities

Pursuant to current economic and market dynamics, Applicant's estimates are as follows:

- I. How many construction jobs will be created as a result of this development –
Approximately: **15-20**
- II. How many permanent full-time and part-time employees do you now employ in Cook County: **90**
- III. How many new permanent full-time jobs will be created as a result of this proposed development: **20**

Additionally, Applicant reserves the right to amend and/or supplement said response at a later time when new or additional information subsequently becomes known or available to Applicant.

Exhibit F

Exhibit G



01 AERIAL PHOTOGRAPH - SITE W FUTURE STORAGE FACILITY
NOTES



DRAWING INDEX	
NO.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	FOUNDATION
4	CONCRETE
5	MECHANICAL, ELECTRICAL AND PLUMBING
6	INTERIOR FINISHES
7	EXTERIOR FINISHES
8	LANDSCAPE
9	UTILITIES
10	PAVING
11	ACCESSORIES
12	DETAILS
13	SECTIONAL CUTS
14	CONSTRUCTION METHODS
15	CONSTRUCTION SEQUENCES
16	CONSTRUCTION SCHEDULE
17	CONSTRUCTION COSTS
18	CONSTRUCTION SAFETY
19	CONSTRUCTION QUALITY CONTROL
20	CONSTRUCTION DOCUMENTS
21	CONSTRUCTION LOGS
22	CONSTRUCTION REPORTS
23	CONSTRUCTION CORRECTIONS
24	CONSTRUCTION VARIATIONS
25	CONSTRUCTION CHANGES
26	CONSTRUCTION ADDENDUMS
27	CONSTRUCTION AMENDMENTS
28	CONSTRUCTION SUPPLEMENTS
29	CONSTRUCTION EXPLANATIONS
30	CONSTRUCTION COMMENTS
31	CONSTRUCTION RECORDS
32	CONSTRUCTION ARCHIVES
33	CONSTRUCTION REFERENCES
34	CONSTRUCTION SOURCES
35	CONSTRUCTION CONTACTS
36	CONSTRUCTION AGREEMENTS
37	CONSTRUCTION CONTRACTS
38	CONSTRUCTION ORDERS
39	CONSTRUCTION NOTICES
40	CONSTRUCTION REQUESTS
41	CONSTRUCTION INQUIRIES
42	CONSTRUCTION ANSWERS
43	CONSTRUCTION DECISIONS
44	CONSTRUCTION ACTIONS
45	CONSTRUCTION RESULTS
46	CONSTRUCTION EVALUATIONS
47	CONSTRUCTION IMPROVEMENTS
48	CONSTRUCTION MAINTENANCE
49	CONSTRUCTION REPAIRS
50	CONSTRUCTION REPLACEMENTS
51	CONSTRUCTION REMEDIATIONS
52	CONSTRUCTION RESTORATIONS
53	CONSTRUCTION PRESERVATIONS
54	CONSTRUCTION PROTECTIONS
55	CONSTRUCTION RESTRICTIONS
56	CONSTRUCTION REMOVALS
57	CONSTRUCTION DEMOLITIONS
58	CONSTRUCTION DECONSTRUCTIONS
59	CONSTRUCTION RECONSTRUCTIONS
60	CONSTRUCTION REPAIRS
61	CONSTRUCTION REPLACEMENTS
62	CONSTRUCTION REMEDIATIONS
63	CONSTRUCTION RESTORATIONS
64	CONSTRUCTION PRESERVATIONS
65	CONSTRUCTION PROTECTIONS
66	CONSTRUCTION RESTRICTIONS
67	CONSTRUCTION REMOVALS
68	CONSTRUCTION DEMOLITIONS
69	CONSTRUCTION DECONSTRUCTIONS
70	CONSTRUCTION RECONSTRUCTIONS
71	CONSTRUCTION REPAIRS
72	CONSTRUCTION REPLACEMENTS
73	CONSTRUCTION REMEDIATIONS
74	CONSTRUCTION RESTORATIONS
75	CONSTRUCTION PRESERVATIONS
76	CONSTRUCTION PROTECTIONS
77	CONSTRUCTION RESTRICTIONS
78	CONSTRUCTION REMOVALS
79	CONSTRUCTION DEMOLITIONS
80	CONSTRUCTION DECONSTRUCTIONS
81	CONSTRUCTION RECONSTRUCTIONS
82	CONSTRUCTION REPAIRS
83	CONSTRUCTION REPLACEMENTS
84	CONSTRUCTION REMEDIATIONS
85	CONSTRUCTION RESTORATIONS
86	CONSTRUCTION PRESERVATIONS
87	CONSTRUCTION PROTECTIONS
88	CONSTRUCTION RESTRICTIONS
89	CONSTRUCTION REMOVALS
90	CONSTRUCTION DEMOLITIONS
91	CONSTRUCTION DECONSTRUCTIONS
92	CONSTRUCTION RECONSTRUCTIONS
93	CONSTRUCTION REPAIRS
94	CONSTRUCTION REPLACEMENTS
95	CONSTRUCTION REMEDIATIONS
96	CONSTRUCTION RESTORATIONS
97	CONSTRUCTION PRESERVATIONS
98	CONSTRUCTION PROTECTIONS
99	CONSTRUCTION RESTRICTIONS
100	CONSTRUCTION REMOVALS

BUILDING CODES
 2018 IBC (INTERNATIONAL BUILDING CODE)
 2018 IRC (INTERNATIONAL RESIDENTIAL CODE)
 2018 MEC (MECHANICAL, ELECTRICAL AND PLUMBING CODE)
 2018 FBC (FIRE PREVENTION CODE)
 2018 LBC (LANDSCAPE ARCHITECTURE CODE)
 2018 PBC (PAVING CODE)
 2018 ACC (ACCESSIBILITY CODE)
 2018 SBC (SIGNAGE CODE)
 2018 SFC (SAFETY CODE)
 2018 SPC (STRUCTURAL CODE)
 2018 SUC (UTILITY CODE)
 2018 SVC (VEHICLE CODE)
 2018 SVA (VEHICLE ACCESSIBILITY CODE)
 2018 SVR (VEHICLE REPAIR CODE)
 2018 SVS (VEHICLE STORAGE CODE)
 2018 SVT (VEHICLE TRAILER CODE)
 2018 SVU (VEHICLE UTILITY CODE)
 2018 SVV (VEHICLE VEHICLE CODE)
 2018 SVW (VEHICLE WAREHOUSE CODE)
 2018 SVX (VEHICLE WAREHOUSE ACCESSIBILITY CODE)
 2018 SVY (VEHICLE WAREHOUSE SAFETY CODE)
 2018 SVZ (VEHICLE WAREHOUSE STRUCTURE CODE)

NOTES
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IRC, MEC, FBC, LBC, PBC, ACC, SBC, SFC, SVA, SVR, SVS, SVU, SVV, SVW, SVX, SVY, SVZ, AND ALL APPLICABLE LOCAL ORDINANCES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE FINISHED GRADE.
 6. ALL FOUNDATIONS SHALL BE CONSTRUCTED ON UNDISTURBED SOIL OR PROPERLY PREPARED FILL.
 7. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE ACI 308.1R-11 GUIDE TO CONCRETE PRACTICE.
 8. ALL STEEL SHALL BE WELDED IN ACCORDANCE WITH THE AWS D1.1:2015 STANDARD FOR STRUCTURAL STEEL WELDING.
 9. ALL MECHANICAL, ELECTRICAL AND PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 IBC, IRC, MEC, FBC, LBC, PBC, ACC, SBC, SFC, SVA, SVR, SVS, SVU, SVV, SVW, SVX, SVY, SVZ, AND ALL APPLICABLE LOCAL ORDINANCES.
 10. ALL PAVING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 PBC AND ALL APPLICABLE LOCAL ORDINANCES.
 11. ALL ACCESSIBILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 ACC AND ALL APPLICABLE LOCAL ORDINANCES.
 12. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SBC AND ALL APPLICABLE LOCAL ORDINANCES.
 13. ALL SAFETY SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SFC AND ALL APPLICABLE LOCAL ORDINANCES.
 14. ALL STRUCTURAL SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SUC AND ALL APPLICABLE LOCAL ORDINANCES.
 15. ALL UTILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SUC AND ALL APPLICABLE LOCAL ORDINANCES.
 16. ALL VEHICLE SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVA, SVR, SVS, SVU, SVV, SVW, SVX, SVY, SVZ, AND ALL APPLICABLE LOCAL ORDINANCES.
 17. ALL VEHICLE ACCESSIBILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVA AND ALL APPLICABLE LOCAL ORDINANCES.
 18. ALL VEHICLE REPAIR SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVR AND ALL APPLICABLE LOCAL ORDINANCES.
 19. ALL VEHICLE STORAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVS AND ALL APPLICABLE LOCAL ORDINANCES.
 20. ALL VEHICLE TRAILER SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVU AND ALL APPLICABLE LOCAL ORDINANCES.
 21. ALL VEHICLE UTILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVU AND ALL APPLICABLE LOCAL ORDINANCES.
 22. ALL VEHICLE VEHICLE SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVV AND ALL APPLICABLE LOCAL ORDINANCES.
 23. ALL VEHICLE WAREHOUSE SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVW, SVX, SVY, SVZ, AND ALL APPLICABLE LOCAL ORDINANCES.
 24. ALL VEHICLE WAREHOUSE ACCESSIBILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVX AND ALL APPLICABLE LOCAL ORDINANCES.
 25. ALL VEHICLE WAREHOUSE SAFETY SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVY AND ALL APPLICABLE LOCAL ORDINANCES.
 26. ALL VEHICLE WAREHOUSE STRUCTURE SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVZ AND ALL APPLICABLE LOCAL ORDINANCES.

COMPLIANCE
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.
 THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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 ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SBC AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL SAFETY SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SFC AND ALL APPLICABLE LOCAL ORDINANCES.
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 ALL UTILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SUC AND ALL APPLICABLE LOCAL ORDINANCES.
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 ALL VEHICLE ACCESSIBILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVA AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL VEHICLE REPAIR SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVR AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL VEHICLE STORAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVS AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL VEHICLE TRAILER SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVU AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL VEHICLE UTILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVU AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL VEHICLE VEHICLE SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVV AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL VEHICLE WAREHOUSE SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVW, SVX, SVY, SVZ, AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL VEHICLE WAREHOUSE ACCESSIBILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVX AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL VEHICLE WAREHOUSE SAFETY SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVY AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL VEHICLE WAREHOUSE STRUCTURE SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 SVZ AND ALL APPLICABLE LOCAL ORDINANCES.

**08.02.23 INPROCESS
 NOT FOR CONSTRUCTION**
 879

ARCHITECT
 basaramenzio Architects
 1577 ZADKIN AVENUE
 BOSTON, MA 02114
 TEL: 617.552.1234
 FAX: 617.552.1235
 WWW.BASARAMENZIO.COM

ENGINEER
 HUNTER THOMPSON ENGINEERING
 1000 WASHINGTON STREET
 WASHINGTON, DC 20004
 TEL: 202.462.1234
 FAX: 202.462.1235
 WWW.HUNTERTHOMPSON.COM

MECHANICAL, ELECTRICAL AND PLUMBING
 TBD

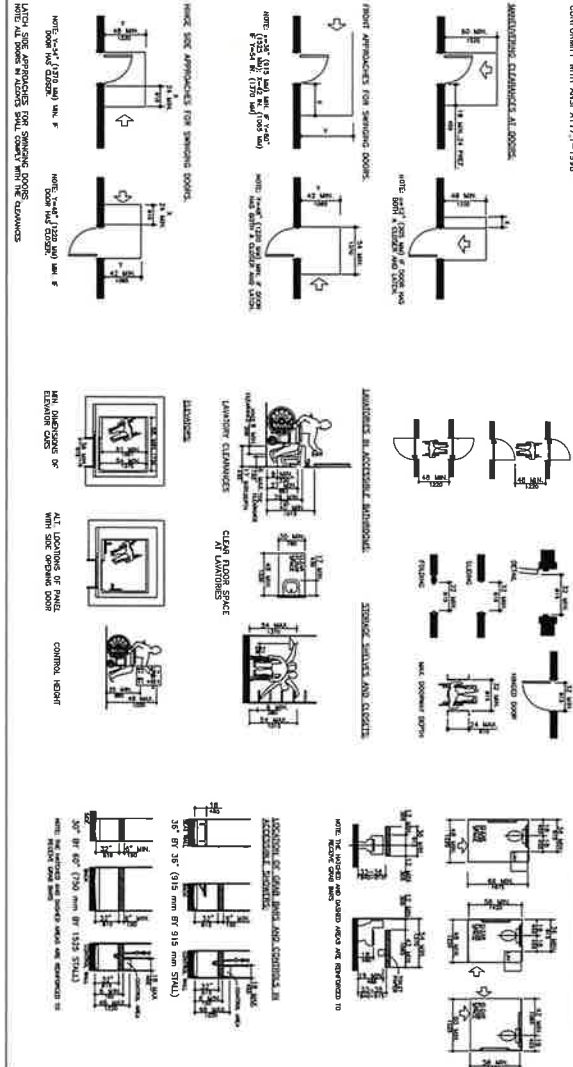
DATE
 08/02/23

BY
 J. HUNTER

PROJECT
 SOUTH BUILDING
 1577 ZADKIN AVENUE
 BOSTON, MA 02114

**COVER SHEET
 DRAWING LIST**

NO. OF SHEETS	08/02/23
PROJECT NO.	2023-01
DATE	8/2/23
SCALE	AS SHOWN
T-000.00	
KING OF THE HILL	
AVENUE	



2003 INTERNATIONAL BUILDING CODE

CHAPTER 10. SAFETY AND OCCUPANCY CLASSIFICATION
SECTION 10.2.1. PERMITTED OCCUPANCY CLASSIFICATION
 TABLE 10.2.1. PERMITTED OCCUPANCY CLASSIFICATION
 TABLE 10.2.1. PERMITTED OCCUPANCY CLASSIFICATION
 TABLE 10.2.1. PERMITTED OCCUPANCY CLASSIFICATION

BUILDING CODE SYMBOLS - CONT.

CHAPTER 10. SAFETY AND OCCUPANCY CLASSIFICATION
SECTION 10.2.1. PERMITTED OCCUPANCY CLASSIFICATION
 TABLE 10.2.1. PERMITTED OCCUPANCY CLASSIFICATION
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2015 INTERNATIONAL ENERGY CONSERVATION CODE
CHAPTER 4 COMMERCIAL ENERGY EFFICIENCY

TABLE C402.1.3
OPAQUE THERMAL ENVELOPE ASSEMBLY MINIMUM REQUIREMENTS
R VALUE METHOD

CLIMATE ZONE	5 AND MARINE 4 ALL OTHER (GROUP R WA)
ROOFS	1.5:0.04
WALLS, ABOVE GRADE	0.08
WALLS, BELOW GRADE	0.11:0.14
FLOORS	0.08
GLAZING	0.11:0.14
SLAB ON GRADE FLOORS	0.08
OPAQUE DOORS	0.4:0.5

TABLE C402.4
BUILDING ENVELOPE PENETRATION MAXIMUM U-FACTOR AND SHGC REQUIREMENTS

CLIMATE ZONE	5 AND MARINE 4 ALL OTHER (GROUP R WA)
VERTICAL PENETRATION	0.34
SHGC	0.17
OPERABLE PENETRATION	0.34
SHGC	0.17
SLIGHTS	0.34
SHGC	0.17

SEE G-003 FOR COMPLIANCE CERTIFICATION

BUILDING CODES

- 2003 INTERNATIONAL BUILDING CODE
- 2003 INTERNATIONAL ENERGY CONSERVATION CODE
- 2015 INTERNATIONAL ENERGY CONSERVATION CODE
- 2015 INTERNATIONAL ENERGY CONSERVATION CODE
- 2015 INTERNATIONAL ENERGY CONSERVATION CODE

NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND OTHER AGENCIES INVOLVED IN THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND OTHER AGENCIES INVOLVED IN THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND OTHER AGENCIES INVOLVED IN THE CONSTRUCTION PROCESS.

COMPLIANCE:

I CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR AN AUTHORIZED REPRESENTATIVE OF MY FIRM AND I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

08.02.23 INPROCESS
NOT FOR CONSTRUCTION
08

PROJECT:
1277 KASPER STREET
BERKELEY, CA 94704

DESIGNER:
WALTER TRIVAKKIA ENGINEERING
1277 KASPER STREET
BERKELEY, CA 94704

DATE:
08/02/23

PROJECT:
1277 KASPER STREET
BERKELEY, CA 94704

DATE:
08/02/23

PROJECT:
1277 KASPER STREET
BERKELEY, CA 94704

DATE:
08/02/23

PROJECT:
1277 KASPER STREET
BERKELEY, CA 94704

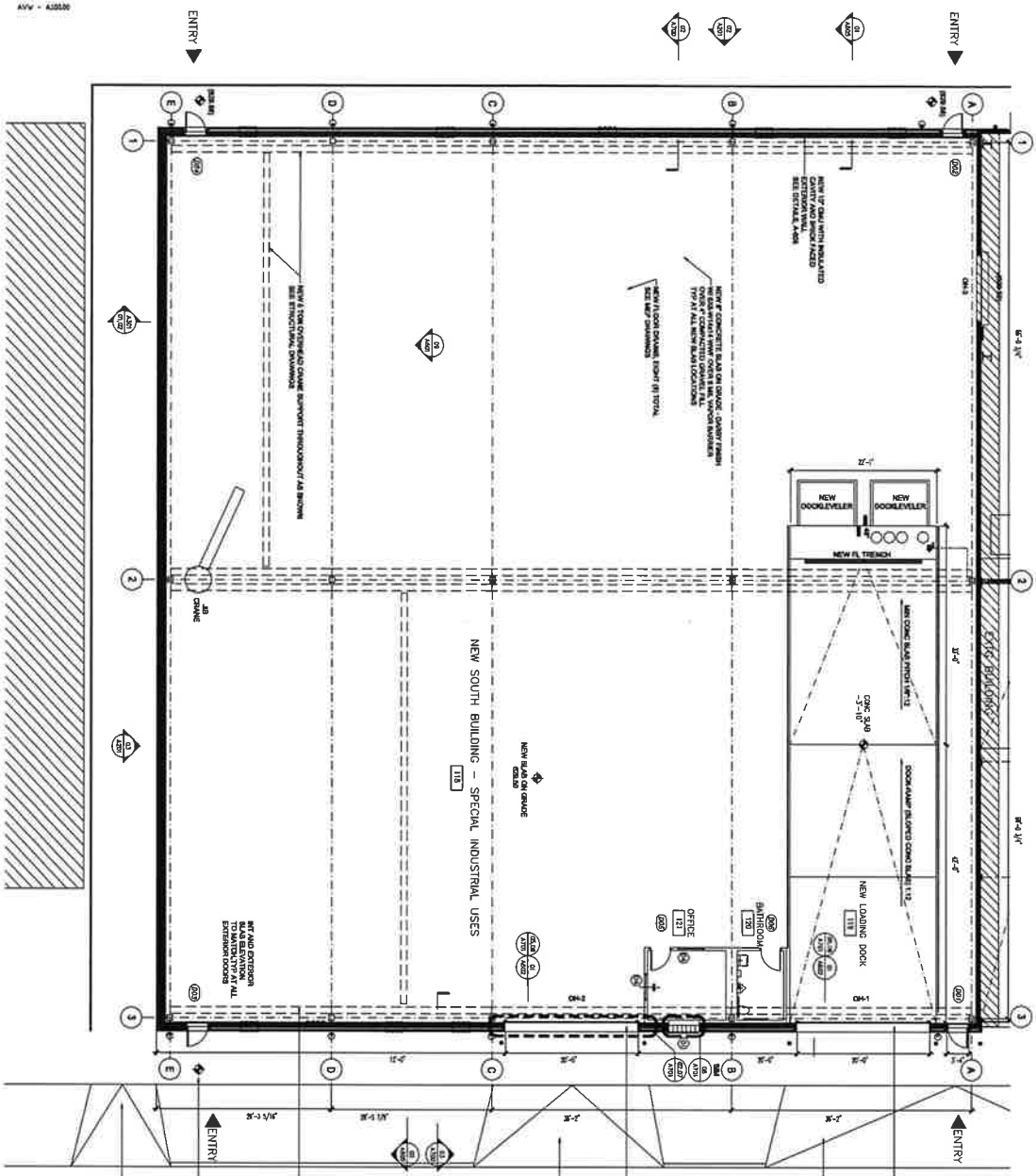
DATE:
08/02/23

PROJECT:
1277 KASPER STREET
BERKELEY, CA 94704

DATE:
08/02/23

PROJECT:
1277 KASPER STREET
BERKELEY, CA 94704

DATE:
08/02/23



ENTRY

ENTRY

ENTRY

ENTRY

ENTRY

ENTRY

NOTE: GENERAL

- 1. ALL NEW CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% FIBER CONCRETE REINFORCEMENT AS PER SECTION 05200.
- 2. PROVIDE SLOPE DRAINAGE AND DRAINAGE AS SHOWN IN NEW DOCK AND RAMP.

NOTE: BATHROOMS

- 1. NEW BATHROOM SHALL HAVE A SLOPE, WHO TOILET AND SINK SHALL BE 1/4" PER FOOT.
- 2. NEW SINK SHALL BE 1/4" PER FOOT.
- 3. NEW TOILET SHALL BE 1/4" PER FOOT.
- 4. NEW SINK SHALL BE 1/4" PER FOOT.
- 5. NEW TOILET SHALL BE 1/4" PER FOOT.

NOTE: NEW DOCK

- 1. NEW DOCK SHALL BE 4000 PSI STRENGTH WITH 4% FIBER CONCRETE REINFORCEMENT AS PER SECTION 05200.
- 2. PROVIDE SLOPE DRAINAGE AND DRAINAGE AS SHOWN IN NEW DOCK AND RAMP.

NOTE: NEW CONCRETE

- 1. ALL NEW CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% FIBER CONCRETE REINFORCEMENT AS PER SECTION 05200.
- 2. PROVIDE SLOPE DRAINAGE AND DRAINAGE AS SHOWN IN NEW DOCK AND RAMP.

LEGEND

- ⊕ WALL/PARTITION TYPE
- ⊙ DOOR REVISION
- ⊙ WINDOW NUMBER
- ⊙ ELEVATION

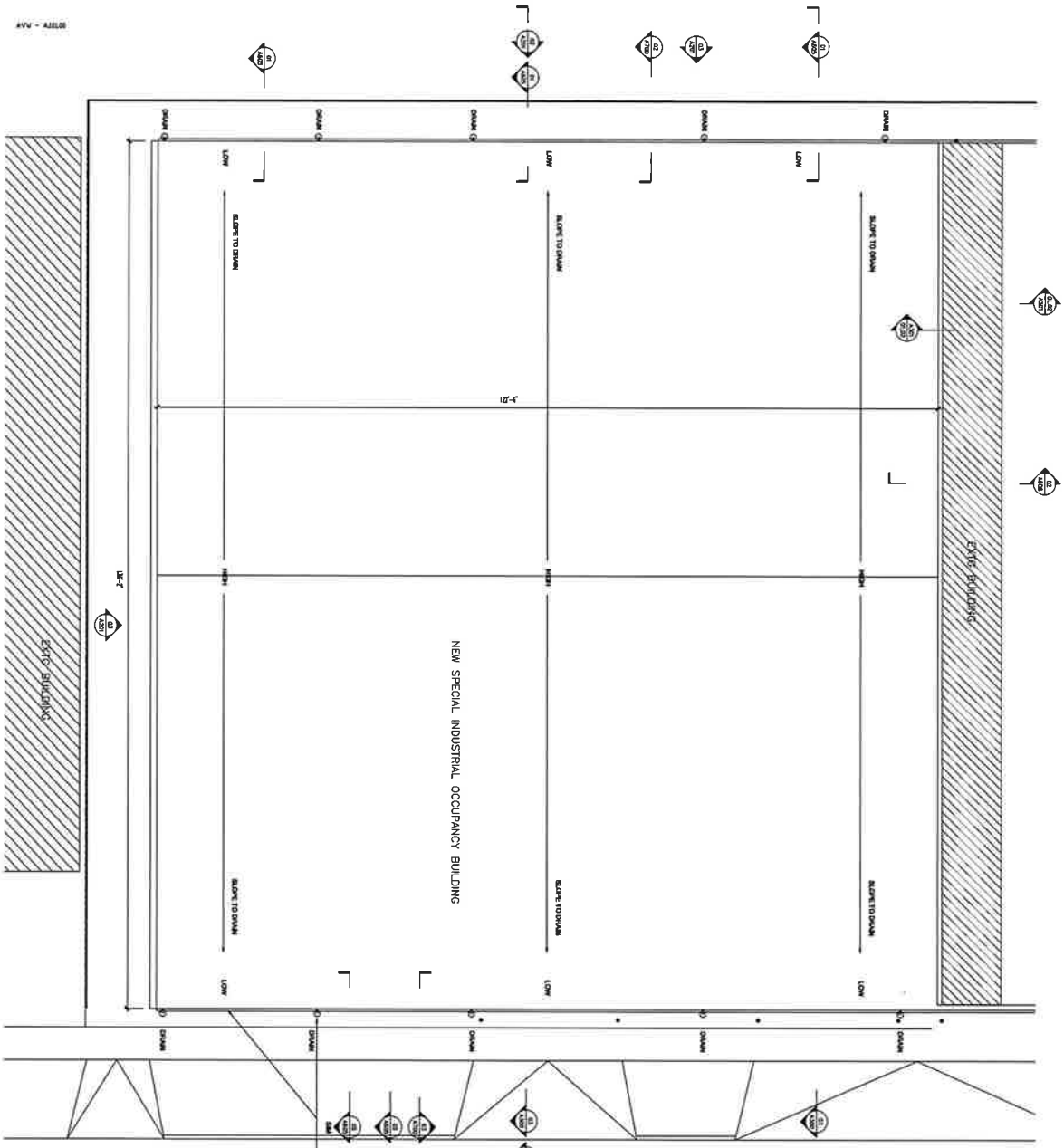
NOTE: SFRM APPLICATION

ALL NEW SFRM SHALL BE 4000 PSI STRENGTH WITH 4% FIBER CONCRETE REINFORCEMENT AS PER SECTION 05200.

08.02.23 IN PROCESS
NOT FOR CONSTRUCTION

DATE:	08/07/23
PROJECT:	NEW SOUTH BUILDING
CLIENT:	OXLEY LLC
ARCHITECT:	WYBROW GROUP
SCALE:	AS SHOWN
<p>A-100.00</p>	

CONSTRUCTION PLAN



NOTE:
 1. ALL ROOFING MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE LOCAL BUILDING DEPARTMENT REQUIREMENTS.
 2. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED SOIL.
 3. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED FOUNDATION.
 4. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED STRUCTURE.
 5. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED SUPPORTS.
 6. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED CONNECTIONS.
 7. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED DETAILS.
 8. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED JOINTS.
 9. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED FLASHINGS.
 10. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED GUTTERS.
 11. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED DRAINAGE SYSTEMS.
 12. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED VENTILATION SYSTEMS.
 13. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED INSULATION SYSTEMS.
 14. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED SOUNDING SYSTEMS.
 15. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED FIRE PROTECTION SYSTEMS.
 16. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED SECURITY SYSTEMS.
 17. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED ACCESSIBILITY SYSTEMS.
 18. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED SUSTAINABILITY SYSTEMS.
 19. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED ENERGY EFFICIENCY SYSTEMS.
 20. ALL ROOFING MATERIALS SHALL BE INSTALLED ON APPROVED WATER MANAGEMENT SYSTEMS.

PROVIDE COMPANION OF ROOFING MATERIALS AND IF NECESSARY, PROVIDE
 THE FOLLOWING INFORMATION TO THE ARCHITECT:
 1. THE TYPE OF ROOFING MATERIAL TO BE USED.
 2. THE TYPE OF ROOFING MATERIAL TO BE USED.
 3. THE TYPE OF ROOFING MATERIAL TO BE USED.
 4. THE TYPE OF ROOFING MATERIAL TO BE USED.
 5. THE TYPE OF ROOFING MATERIAL TO BE USED.
 6. THE TYPE OF ROOFING MATERIAL TO BE USED.
 7. THE TYPE OF ROOFING MATERIAL TO BE USED.
 8. THE TYPE OF ROOFING MATERIAL TO BE USED.
 9. THE TYPE OF ROOFING MATERIAL TO BE USED.
 10. THE TYPE OF ROOFING MATERIAL TO BE USED.
 11. THE TYPE OF ROOFING MATERIAL TO BE USED.
 12. THE TYPE OF ROOFING MATERIAL TO BE USED.
 13. THE TYPE OF ROOFING MATERIAL TO BE USED.
 14. THE TYPE OF ROOFING MATERIAL TO BE USED.
 15. THE TYPE OF ROOFING MATERIAL TO BE USED.
 16. THE TYPE OF ROOFING MATERIAL TO BE USED.
 17. THE TYPE OF ROOFING MATERIAL TO BE USED.
 18. THE TYPE OF ROOFING MATERIAL TO BE USED.
 19. THE TYPE OF ROOFING MATERIAL TO BE USED.
 20. THE TYPE OF ROOFING MATERIAL TO BE USED.

NEW ROOFING ON EXISTING
 ELEVATION 10000

08.02.23 IN PROCESS
 NOT FOR CONSTRUCTION

88

Architect: **Isaacson/Zenero Architects**
 1577 MARKET STREET
 SUITE 200
 SAN FRANCISCO, CA 94109
 TEL: (415) 774-1111
 WWW: ISACSONZENERO.COM

Structural: **HUTTEN THOMPSON ENGINEERING**
 1000 MARKET STREET
 SUITE 200
 SAN FRANCISCO, CA 94109
 TEL: (415) 774-1111
 WWW: HUTTEN-THOMPSON.COM

Mechanical, Electrical, and Plumbing: **TBD**

Client: **WITROBOLP**
 1577 MARKET STREET
 SUITE 200
 SAN FRANCISCO, CA 94109
 TEL: (415) 774-1111
 WWW: WITROBOLP.COM

Project: **SOLARIC SOUTH BUILDING**
 1577 MARKET STREET
 SUITE 200
 SAN FRANCISCO, CA 94109
 TEL: (415) 774-1111
 WWW: WITROBOLP.COM

DATE OF REVISION: 08/02/23

PROJECT NO: 2023-011

DATE: 08/02/23

DESIGNER: L. ZENERO

CHECKED: L. ZENERO

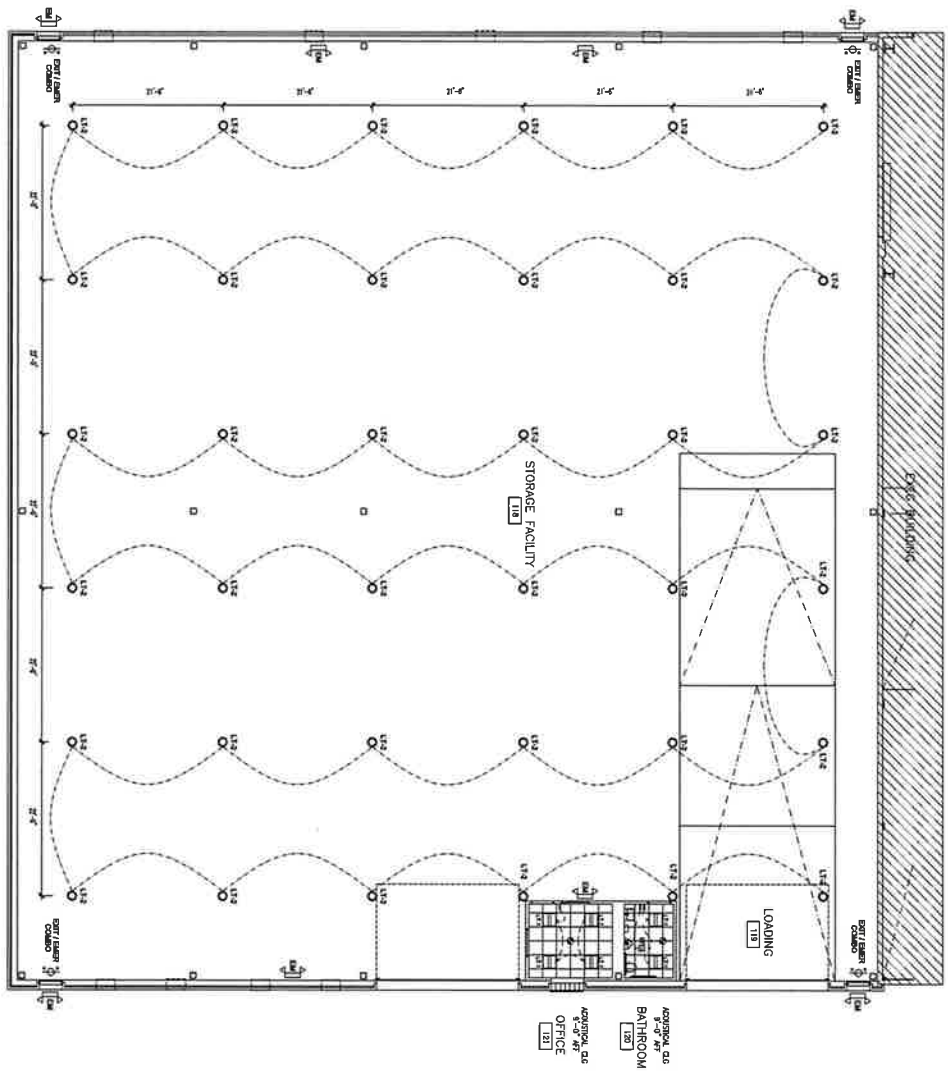
SCALE: AS NOTED

A-101.00

DATE: 08/02/23

BY: [Signature]

REFLECTED LIGHTING AND SWITCHING PLAN



LIGHT FIXTURE SPECIFICATIONS

- L1 LIGHT FIXTURE TYPE L11
- L12 REFL LIGHT FIXTURE
- L13 REFL LIGHT FIXTURE
- EXH EXHAUST FAN
- EXD EXIST LIGHT
- MD MOTION DETECTOR

LEGEND

- NEW ACQUISITION, P.M. CEMENT
- EXIST LIGHT SWITCH
- 3-WAY LIGHT SWITCH

ELECTRICAL NOTES:
 1. CONTRACTOR TO VERIFY ELECTRICAL OVERHEAD FROM ALL OUTLETS.
 2. CONTRACTOR TO COORDINATE THIS PLAN WITH THE REFLECTED LIGHTING PLAN FOR LIGHT FIXTURES LOCATION.
 3. CONTRACTOR TO VERIFY ELECTRICAL OVERHEAD FROM ALL OUTLETS.
 4. ALL VERTICAL OUTLETS ARE LOCATED APPROXIMATELY 4' FROM THE WALL.
 5. ALL ELECTRICAL CENTERS TO BE INSTALLED IN ACCORDANCE WITH THE ELECTRICAL CODE.
 6. ALL ELECTRICAL CENTERS TO BE INSTALLED IN ACCORDANCE WITH THE ELECTRICAL CODE.
 7. CONTRACTOR TO VERIFY ALL ELECTRICAL OVERHEAD ARE RECORDED IN THE ELECTRICAL RECORDS.
 8. CONTRACTOR TO VERIFY ALL ELECTRICAL OVERHEAD ARE RECORDED IN THE ELECTRICAL RECORDS.

08.02.23 IN PROCESS
 NOT FOR CONSTRUCTION

PROJECT: **SKILLIS BUILDING**
 120 SOUTH MAIN STREET
 LAWRENCE, MA 01840

ARCHITECT: **base&penzence Architects**
 1277 MAINE STREET
 WILMINGTON, MA 01897

STRUCTURAL: **HUTTEN THOMPSON ENGINEERING**
 100 STATE STREET
 WILMINGTON, MA 01897

MECHANICAL, ELECTRICAL AND PLUMBING: **TBD**

DATE: 08/02/23

DESIGNER: **WYBORUP**
 2075 CENTRAL AVENUE
 HYDRAULIC DIVISION
 LAWRENCE, MA 01840

DATE: 08/02/23

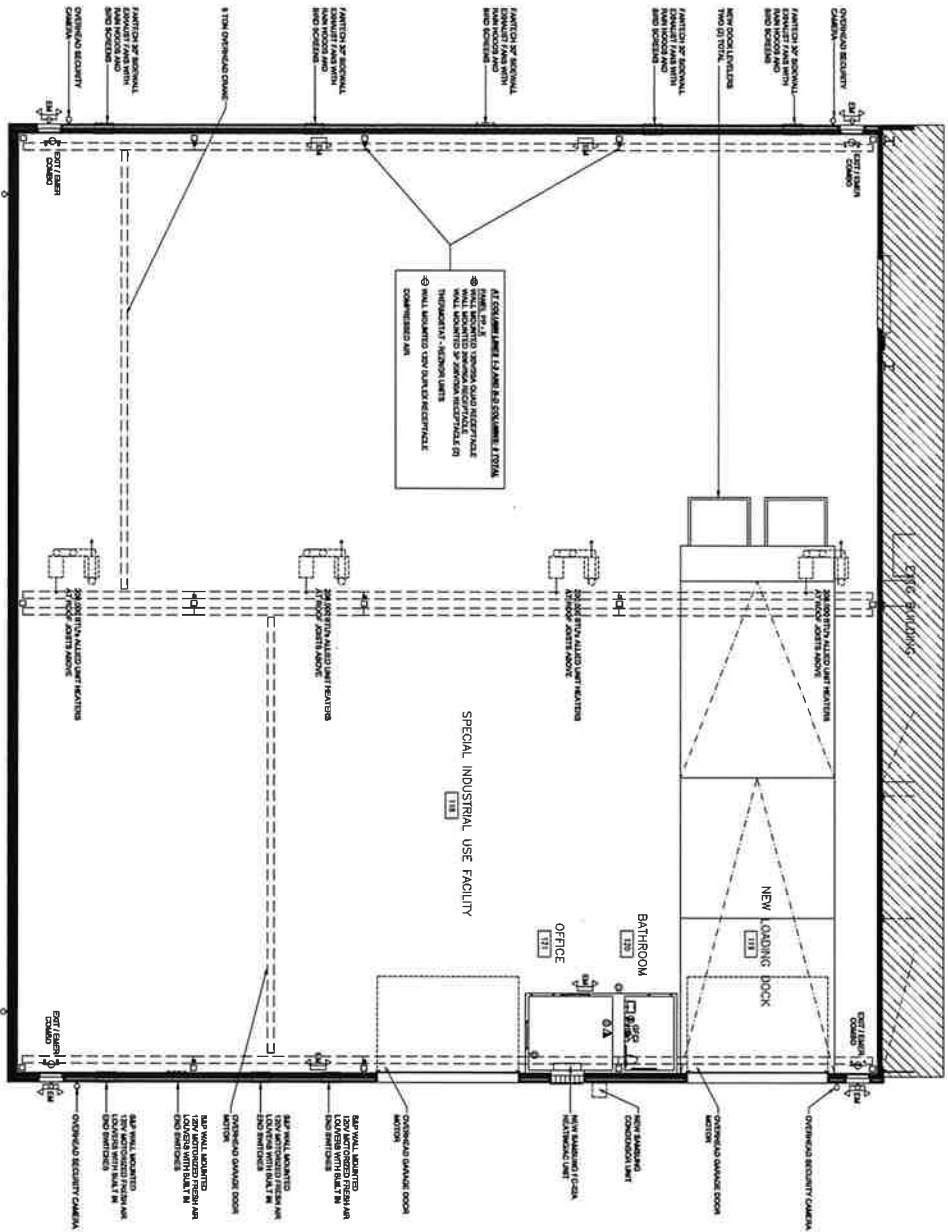
SCALE: AS NOTED

PROJECT NO.: **A-110.00**

DATE: 08/02/23

SCALE: AS NOTED

POWER AND COMMUNICATIONS PLAN

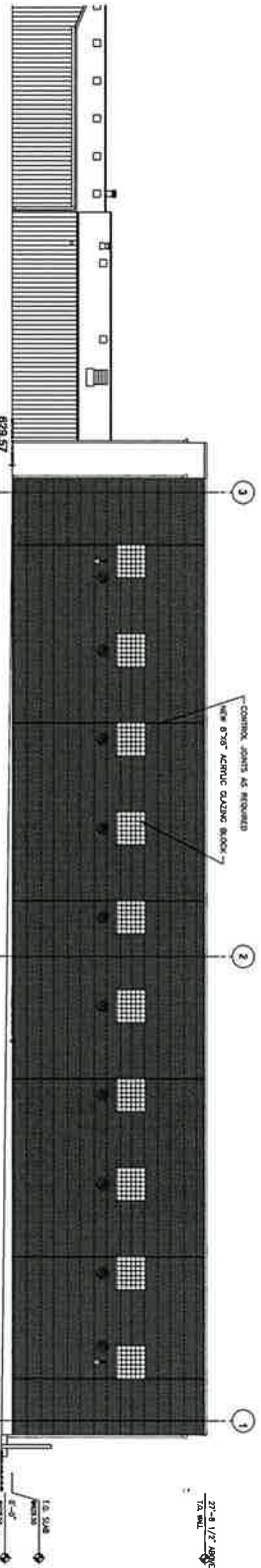


ALL EQUIPMENT SHALL BE 480V 3-PHASE 4-WIRE SYSTEM.
 ALL WALL MOUNTED TERMINAL BOXES SHALL BE MOUNTED TO WALLS AT 5'0" TO 5'6" HEIGHTS.
 ALL WALL MOUNTED TERMINAL BOXES SHALL BE MOUNTED TO WALLS AT 5'0" TO 5'6" HEIGHTS.
 ALL WALL MOUNTED TERMINAL BOXES SHALL BE MOUNTED TO WALLS AT 5'0" TO 5'6" HEIGHTS.
 ALL WALL MOUNTED TERMINAL BOXES SHALL BE MOUNTED TO WALLS AT 5'0" TO 5'6" HEIGHTS.

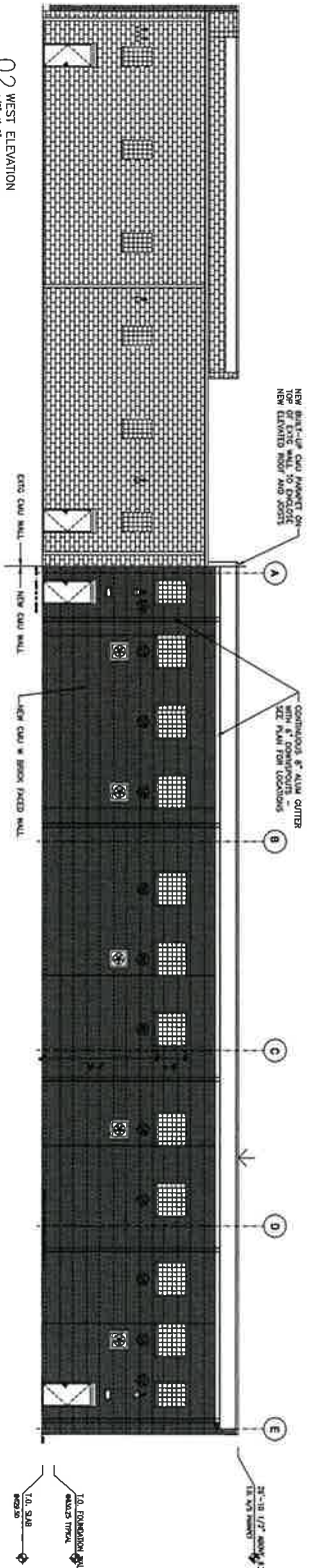
POWER DEVICE LEGEND

- WALL MOUNTED 200 AMP 480V 3-PHASE 4-WIRE
- WALL MOUNTED 100 AMP 240V 2-PHASE 3-WIRE
- WALL MOUNTED 50 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 25 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 15 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 10 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 5 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 3 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 2 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 1 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.5 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.25 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.125 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.0625 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.03125 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.015625 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.0078125 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.00390625 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.001953125 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.0009765625 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.00048828125 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.000244140625 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.0001220703125 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.00006103515625 AMP 120V 1-PHASE 2-WIRE
- WALL MOUNTED 0.000030517578125 AMP 120V 1-PHASE 2-WIRE
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- WALL MOUNTED 0.00000762939453125 AMP 120V 1-PHASE 2-WIRE
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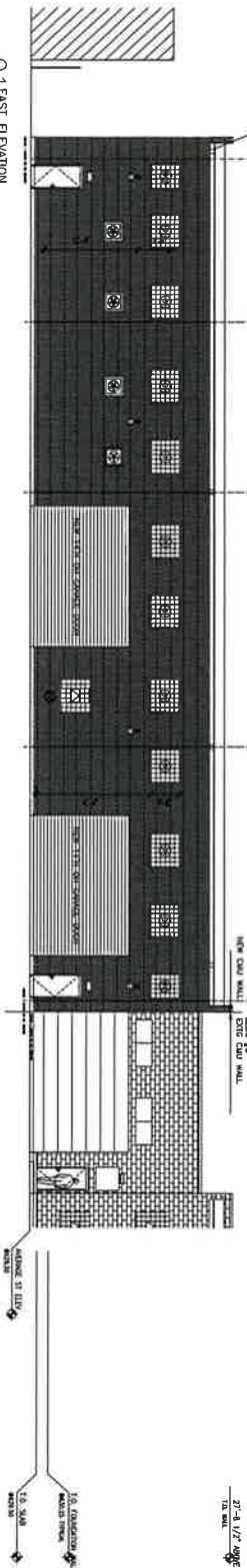
NOTE:
 ALL TO BE SHOWN AND BUILT
 SHALL BE CONTROLLED BY THE
 CONTRACTOR'S SUPERVISOR
 IF ALL CONTRACTS SITES AND
 BEING FULLY CONNECTED TO THE
 THE CASE OTHERWISE



03 SOUTH ELEVATION
 1/8"=1'-0"



02 WEST ELEVATION
 1/8"=1'-0"



01 EAST ELEVATION
 1/8"=1'-0"

08.02.23 IN PROCESS
 NOT FOR CONSTRUCTION 98

ARCHITECT
 basconipuzero Architects
 507 PARKWAY WEST
 SUITE 100
 HOUSTON, TEXAS 77057
 PH: (713) 282-0011

INTERIOR ARCHITECT
 HUNTER TRANQUAN ENGINEERING
 10000 W. LOOP SOUTH, SUITE
 1000
 HOUSTON, TEXAS 77042
 PH: (281) 350-1111

MECHANICAL, ELECTRICAL AND PLUMBING
 TBD

OWNER
 WYGROUP
 2001 MARINE AVENUE
 HOUSTON, TEXAS 77058
 PH: (713) 282-0011

PROJECT
 SPANISH
 SCHOOL BUILDING
 2001 MARINE AVENUE
 HOUSTON, TEXAS 77058

DATE OF REVISION
 DATE: 04/02/23

PROJECT NO.
 2021-011

DATE
 11/20/2021

SCALE
 1/8"=1'-0"

PROJECT NAME
 A-200.00

ARCHITECT
 basconipuzero

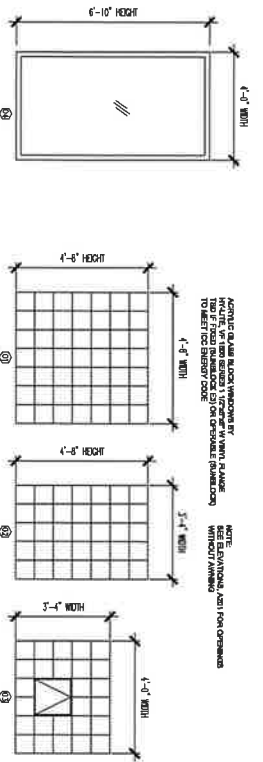
MECHANICAL, ELECTRICAL AND PLUMBING
 TBD

OWNER
 WYGROUP

LEGEND

②③ DOOR MATERIAL

④ WINDOW MATERIAL



05 WINDOW TYPES
1/2" x 1/2"

OVERHEAD GARAGE DOOR SCHEDULE

DESIGNATION	AREA	HEIGHT	WIDTH	JAMB	REMARKS
004-1	COL LINE 1	14'-0"	28'-0"	②③④	SECTIONAL OVERHEAD DOORS 422 SERIES INSULATED STEEL COOKS
004-2	COL LINE 1	14'-0"	28'-0"	②③④	SECTIONAL OVERHEAD DOORS 422 SERIES INSULATED STEEL COOKS

04 OVERHEAD GARAGE DOOR SCHEDULE
N.I.S.

WINDOW SCHEDULE

LOCATION	TYPE	WIDTH	HEIGHT	SILL HT		SILL		JAMB	FINISH	MANUFACTURER #	COMMENTS
				1	2	1	2				
1	6" x 6"	6'-0"	6'-0"	1	2	②③④	②③④	②③④	ALUM	WINDERS BY FINE LINE	WINDERS BY FINE LINE TO MATCH EXIST
2	6" x 6"	6'-0"	6'-0"	1	2	②③④	②③④	②③④	ALUM	WINDERS BY FINE LINE	WINDERS BY FINE LINE TO MATCH EXIST
3	6" x 6"	6'-0"	6'-0"	1	2	②③④	②③④	②③④	ALUM	WINDERS BY FINE LINE	WINDERS BY FINE LINE TO MATCH EXIST
4	6" x 6"	6'-0"	6'-0"	1	2	②③④	②③④	②③④	ALUM	WINDERS BY FINE LINE	WINDERS BY FINE LINE TO MATCH EXIST
5	6" x 6"	6'-0"	6'-0"	1	2	②③④	②③④	②③④	ALUM	WINDERS BY FINE LINE	WINDERS BY FINE LINE TO MATCH EXIST
6	6" x 6"	6'-0"	6'-0"	1	2	②③④	②③④	②③④	ALUM	WINDERS BY FINE LINE	WINDERS BY FINE LINE TO MATCH EXIST
7	6" x 6"	6'-0"	6'-0"	1	2	②③④	②③④	②③④	ALUM	WINDERS BY FINE LINE	WINDERS BY FINE LINE TO MATCH EXIST
8	6" x 6"	6'-0"	6'-0"	1	2	②③④	②③④	②③④	ALUM	WINDERS BY FINE LINE	WINDERS BY FINE LINE TO MATCH EXIST
9	6" x 6"	6'-0"	6'-0"	1	2	②③④	②③④	②③④	ALUM	WINDERS BY FINE LINE	WINDERS BY FINE LINE TO MATCH EXIST
10	6" x 6"	6'-0"	6'-0"	1	2	②③④	②③④	②③④	ALUM	WINDERS BY FINE LINE	WINDERS BY FINE LINE TO MATCH EXIST
11	6" x 6"	6'-0"	6'-0"	1	2	②③④	②③④	②③④	ALUM	WINDERS BY FINE LINE	WINDERS BY FINE LINE TO MATCH EXIST

03 WINDOW SCHEDULE
N.I.S.

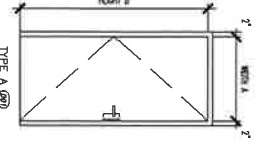
DOOR SCHEDULE

NO	ROOM NO	OPENING LOCATION	DOOR		FRAME		ASSEMBLY		REMARKS					
			ELEVATION	TYPE	WIDTH A	HEIGHT B	MATERIAL	HEAD/SILL DETL		JAMB DETAIL	MATERIAL	FINISH	SADDLE	HARDWARE SET
001	118	ENTRANCE VERTICAL WALL	A	2'-0"	6'-0"	②③④	②③④	②③④	②③④	②③④	②③④	②③④	②③④	ZINC COATED GALVANNEALTED STEEL COATING DESIGNATION OF JAMB JAMB
002	118	ENTRANCE VERTICAL WALL	A	2'-0"	6'-0"	②③④	②③④	②③④	②③④	②③④	②③④	②③④	②③④	ZINC COATED GALVANNEALTED STEEL COATING DESIGNATION OF JAMB JAMB
003	118	ENTRANCE VERTICAL WALL	A	2'-0"	6'-0"	②③④	②③④	②③④	②③④	②③④	②③④	②③④	②③④	ZINC COATED GALVANNEALTED STEEL COATING DESIGNATION OF JAMB JAMB
004	118	OFFICE	A	2'-0"	6'-0"	②③④	②③④	②③④	②③④	②③④	②③④	②③④	②③④	ZINC COATED GALVANNEALTED STEEL COATING DESIGNATION OF JAMB JAMB
005	120	ADA WALKWAY	A	2'-0"	6'-0"	②③④	②③④	②③④	②③④	②③④	②③④	②③④	②③④	ZINC COATED GALVANNEALTED STEEL COATING DESIGNATION OF JAMB JAMB
006	122	SLIP RAMP	A	2'-0"	6'-0"	②③④	②③④	②③④	②③④	②③④	②③④	②③④	②③④	ZINC COATED GALVANNEALTED STEEL COATING DESIGNATION OF JAMB JAMB

02 DOOR SCHEDULE
N.I.S.

REMARKS:
1. RECENTLY VISITORS TO PROVIDE ALARMS VERTICAL TO NEW DOORS, OR TO COORDINATE WITH OTHERS IN SECTION
2. SEE ADDITIONAL NOTES

01 DOOR TYPES
1/2" x 1/2"



DOOR MATERIALS
1. WINDERS TO MATCH EXISTING WINDERS TO MATCH EXISTING AND SHOULD PROVIDE EXISTING WINDERS AT ALL EXISTING DOOR ROOMS.
2. WINDERS TO MATCH EXISTING WINDERS TO MATCH EXISTING AND SHOULD PROVIDE EXISTING WINDERS AT ALL EXISTING DOOR ROOMS.
3. WINDERS TO MATCH EXISTING WINDERS TO MATCH EXISTING AND SHOULD PROVIDE EXISTING WINDERS AT ALL EXISTING DOOR ROOMS.
4. WINDERS TO MATCH EXISTING WINDERS TO MATCH EXISTING AND SHOULD PROVIDE EXISTING WINDERS AT ALL EXISTING DOOR ROOMS.
5. WINDERS TO MATCH EXISTING WINDERS TO MATCH EXISTING AND SHOULD PROVIDE EXISTING WINDERS AT ALL EXISTING DOOR ROOMS.
6. WINDERS TO MATCH EXISTING WINDERS TO MATCH EXISTING AND SHOULD PROVIDE EXISTING WINDERS AT ALL EXISTING DOOR ROOMS.
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8. WINDERS TO MATCH EXISTING WINDERS TO MATCH EXISTING AND SHOULD PROVIDE EXISTING WINDERS AT ALL EXISTING DOOR ROOMS.
9. WINDERS TO MATCH EXISTING WINDERS TO MATCH EXISTING AND SHOULD PROVIDE EXISTING WINDERS AT ALL EXISTING DOOR ROOMS.
10. WINDERS TO MATCH EXISTING WINDERS TO MATCH EXISTING AND SHOULD PROVIDE EXISTING WINDERS AT ALL EXISTING DOOR ROOMS.
11. WINDERS TO MATCH EXISTING WINDERS TO MATCH EXISTING AND SHOULD PROVIDE EXISTING WINDERS AT ALL EXISTING DOOR ROOMS.

08.02.23 INPROCESS
NOT FOR CONSTRUCTION
88

PROJECT
GAYLLE
SOUTH BUILDING
120 SOUTH MAIN
MAYWOOD, IL 60151

ARCHITECT
basecampzero Architects
1377 N. LAUREL STREET
MAYWOOD, IL 60151

DESIGNER
MUTTER THOMPSON ENGINEERING
3140 S. MICHIGAN AVE. SUITE 200
MAYWOOD, IL 60151

DATE
08/01/2023

REVISIONS
1. REVISION: ELECTRICAL AND PLUMBING

SCALE
AS SHOWN

DATE
08/01/2023

BY
L. S. S. S.

CHECKED
L. S. S. S.

DATE
08/01/2023

SCHEDULES
DOOR TYPES
WINDOW TYPES

DATE
08/01/23

PROJECT
GAYLLE SOUTH BUILDING

SCALE
AS SHOWN

DATE
08/01/23

BY
L. S. S. S.

CHECKED
L. S. S. S.

DATE
08/01/23

PROJECT
GAYLLE SOUTH BUILDING

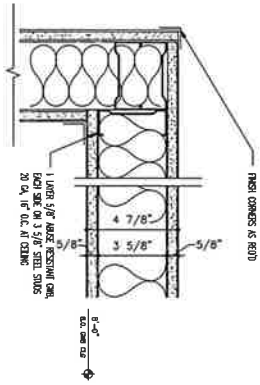
SCALE
AS SHOWN

DATE
08/01/23

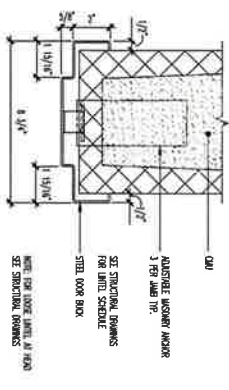
BY
L. S. S. S.

CHECKED
L. S. S. S.

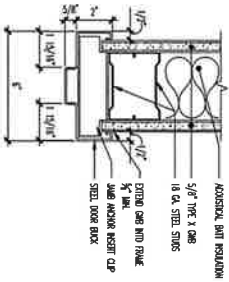
DATE
08/01/23



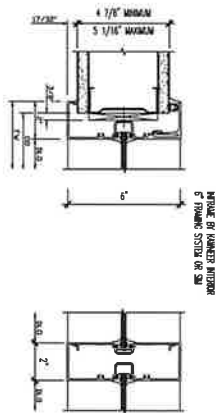
07 DETL @ OFFICE/BATH WALL/CEILING JUNCTURE
3'-1-0"



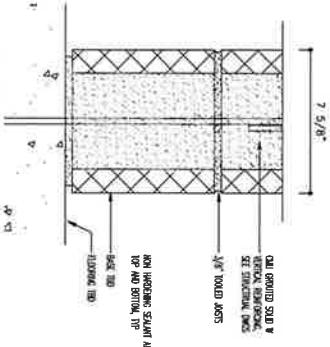
04 DOOR JAMB / HEAD CMU PARTITION
3'-1-0"



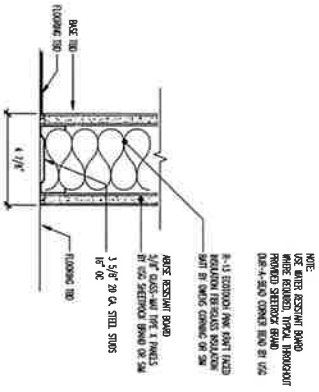
05 DOOR JAMB / HEAD GWB PARTITION
3'-1-0"



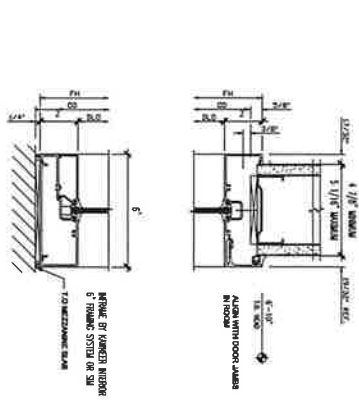
06 JAMB/INT VERT MULLION @ OFFICE WINDOW
3'-1-0"



01 PARTITION TYPE 1 - CMU
3'-1-0"



02 PARTITION TYPE 2 - GWB
3'-1-0"



03 SILL/HEAD DTL @ INT WINDOW-OFFICE
3'-1-0"

08.02.23 INPROCESS
NOT FOR CONSTRUCTION
69

PROJECT: **basecamp/gzhen0 Architech**

DATE: **07/11/2023**

BY: **HAZEL SINGH**

CHK: **HAZEL SINGH**

DATE: **07/11/2023**

PROJECT: **HUTTEN TRAKOMA ENGINEERING**

DATE: **07/11/2023**

BY: **HAZEL SINGH**

CHK: **HAZEL SINGH**

DATE: **07/11/2023**

PROJECT: **basecamp/gzhen0 Architech**

DATE: **07/11/2023**

BY: **HAZEL SINGH**

CHK: **HAZEL SINGH**

DATE: **07/11/2023**

PROJECT: **HUTTEN TRAKOMA ENGINEERING**

DATE: **07/11/2023**

BY: **HAZEL SINGH**

CHK: **HAZEL SINGH**

DATE: **07/11/2023**

PROJECT: **basecamp/gzhen0 Architech**

DATE: **07/11/2023**

BY: **HAZEL SINGH**

CHK: **HAZEL SINGH**

DATE: **07/11/2023**

PROJECT: **HUTTEN TRAKOMA ENGINEERING**

DATE: **07/11/2023**

BY: **HAZEL SINGH**

CHK: **HAZEL SINGH**

DATE: **07/11/2023**

PROJECT: **basecamp/gzhen0 Architech**

DATE: **07/11/2023**

BY: **HAZEL SINGH**



A-601.00

 SCALE: 3/4" = 1'-0"

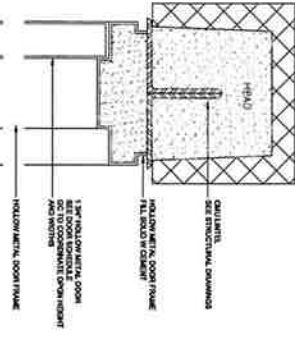
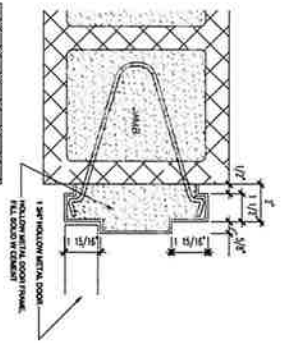
PARTITION TYPES
INTERIOR WALL DETAILS

CLIENT:
WTRGROUP
 2025 PAVANAVENUE
 HUNTERVILLE, IN 46150
 (317) 835-1234

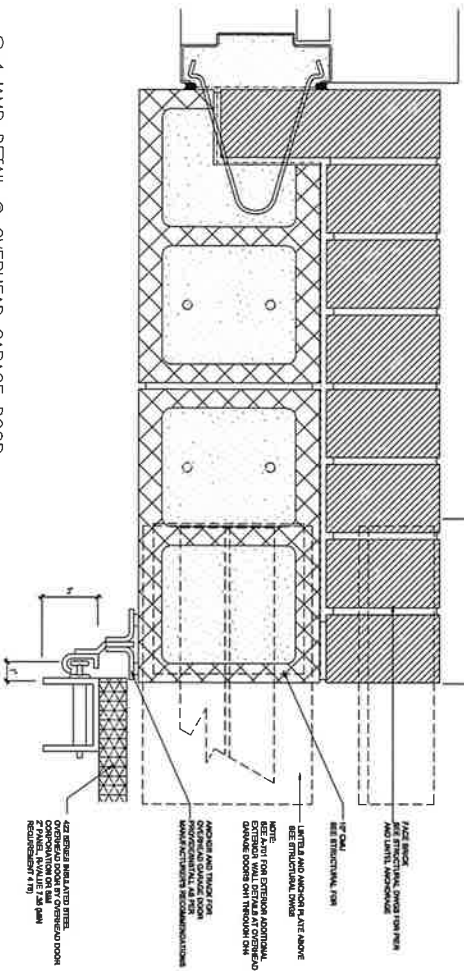
PROJECT:
SAVILL BUILDING
 10000 W. BROADWAY
 AMYNDON, IN 46116

DESIGNED BY:
HAZEL SINGH
 LICENSED PROFESSIONAL ENGINEER
 IN THE STATE OF CALIFORNIA
 LICENSE NO. 123456789

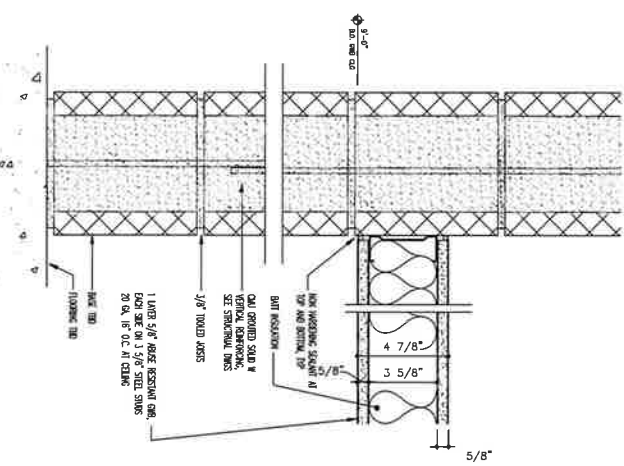
DATE:
08/02/23



03 DOOR JAMB / HEAD CMU EXTERIOR
3'-1"-0"



01 JAMB DETAIL @ OVERHEAD GARAGE DOOR
3'-1"-0"



02 DETAIL @ INT CMU WALL/SWB CEILING
3'-1"-0"

08.02.23 INPROCESS
NOT FOR CONSTRUCTION
06

Architect: **base&emphZERO Architects**
1077 MARKET STREET
SAN FRANCISCO, CA 94102
PH: (415) 775-0011

Structural: **HUTTEN TRANKAM ENGINEERING**
3000 CALIFORNIA STREET, 100
SAN FRANCISCO, CA 94115
PH: (415) 398-1111

MECHANICAL, ELECTRICAL AND PLUMBING: **TBD**

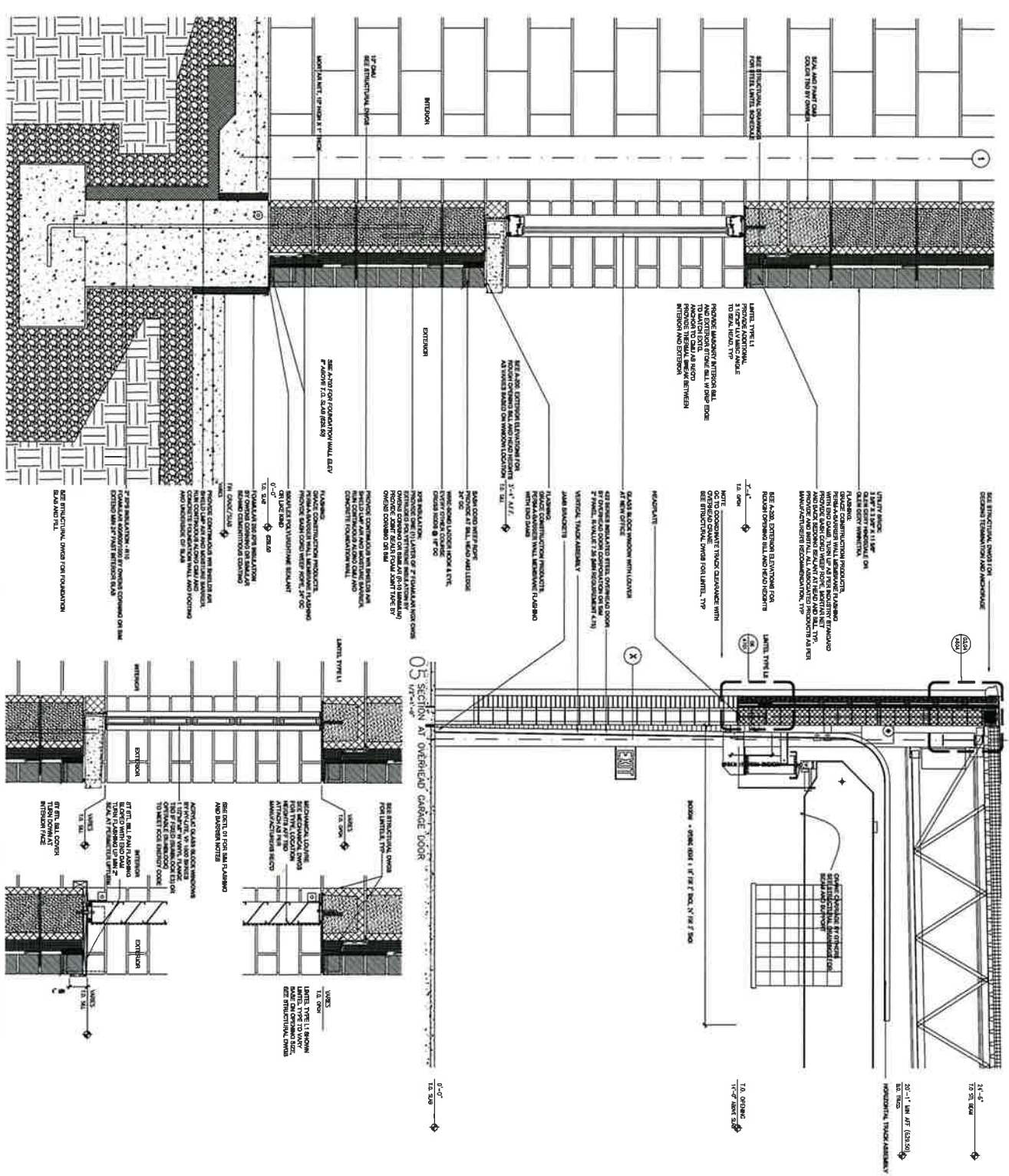
OWNER: **WYNSHUP**
2070 MARINA AVENUE
SAN FRANCISCO, CA 94122
PH: (415) 398-1111

PROJECT: **SAXVILLE BUILDING**
124 SOUTH FAY AVENUE
MAYWOOD, CA 94553

DETAILS

	SHEET: 08.02.23/2 PROJECT NO.: 2301-01 DATE: 11.27.2023 DRAWN BY: L. J. STEINER CHECKED BY:
	SCALE: 7/8" APPROVED:

A-602.00



01 WALL SECTION AT WINDOW AND MEZZANINE-LUNCHROOM

02 HEAD/SILL WINDOW DTL @ ACRYLIC BLOCK

03 HEAD/SILL DTL @ MECHANICAL LOUVER

05 SECTION AT OVERHEAD GARAGE DOOR

A-605.00

 DATE: 08/11/23

 PROJECT NO: 2023-01

 SHEET NO: 1 OF 2

 DRAWN BY: J. SMITH

 CHECKED BY: J. SMITH

 SCALE: AS SHOWN

 SHEET NO: 507-5

ENLARGED WALL SECTIONS

 PROJECT:

SKV LLC

SOUTH BUILDING

 2023 PENNACUA BLVD.

 HOUSTON, TX 77058

TITLE:

WTRGROUP

 2023 PENNACUA BLVD.

 HOUSTON, TX 77058

ARCHITECT:

bascompenzo Architects

 1277 MADISON STREET

 HOUSTON, TX 77002

STRUCTURAL:

HUTTEN SPANHORN ENGINEERING

 11000 WESTHEIMER BLVD. SUITE 100

 HOUSTON, TX 77042

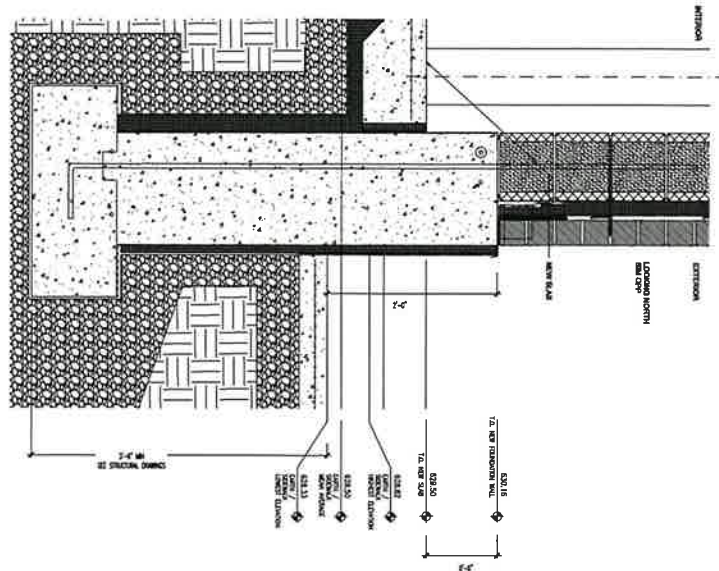
MECHANICAL, ELECTRICAL AND PLUMBING:

TBD

08.11.23 INPROCESS

 NOT FOR CONSTRUCTION

SECTION
 NEW EXTERIOR WALL, COMPLETION HOTTER
 1/2" NEW EXTERIOR WALL, COMPLETION HOTTER
 1/2" NEW EXTERIOR WALL, COMPLETION HOTTER



01 FOUNDATION AND NEW SLAB AT NEW ADDITION, ELEV 429.50 TO MATCH BLDG #3
 1/2" NEW EXTERIOR WALL

SECTION OF EXTERIOR WALL

08.02.23 INPROCESS
 NOT FOR CONSTRUCTION

ARCHITECT
 basecampZERO Architects
 1077 PACIFIC AVENUE
 SUITE 100
 BERKELEY, CA 94704

ENGINEER
 HOTTER TRANQUA ENGINEERING
 2075 UNIVERSITY AVENUE
 SUITE 100
 BERKELEY, CA 94704

CONTRACTOR
 TBD

OWNER
 WYBRGROUP
 2075 UNIVERSITY AVENUE
 SUITE 100
 BERKELEY, CA 94704

PROJECT
 SVA LLC
 1077 PACIFIC AVENUE
 SUITE 100
 BERKELEY, CA 94704

FOUNDATION /
 SLAB SECTIONS @
 EXTERIOR WALLS

DATE	08/02/23
PROJECT NO.	2023-01
OWNER	SVA LLC
ARCHITECT	basecampZERO
ENGINEER	Hotter Tranqua
CONTRACTOR	TBD
SCALE	AS SHOWN
PROJECT	FOUNDATION AND NEW SLAB AT NEW ADDITION, ELEV 429.50 TO MATCH BLDG #3
DATE	08/02/23
BY	[Signature]
CHECKED	[Signature]
APPROVED	[Signature]

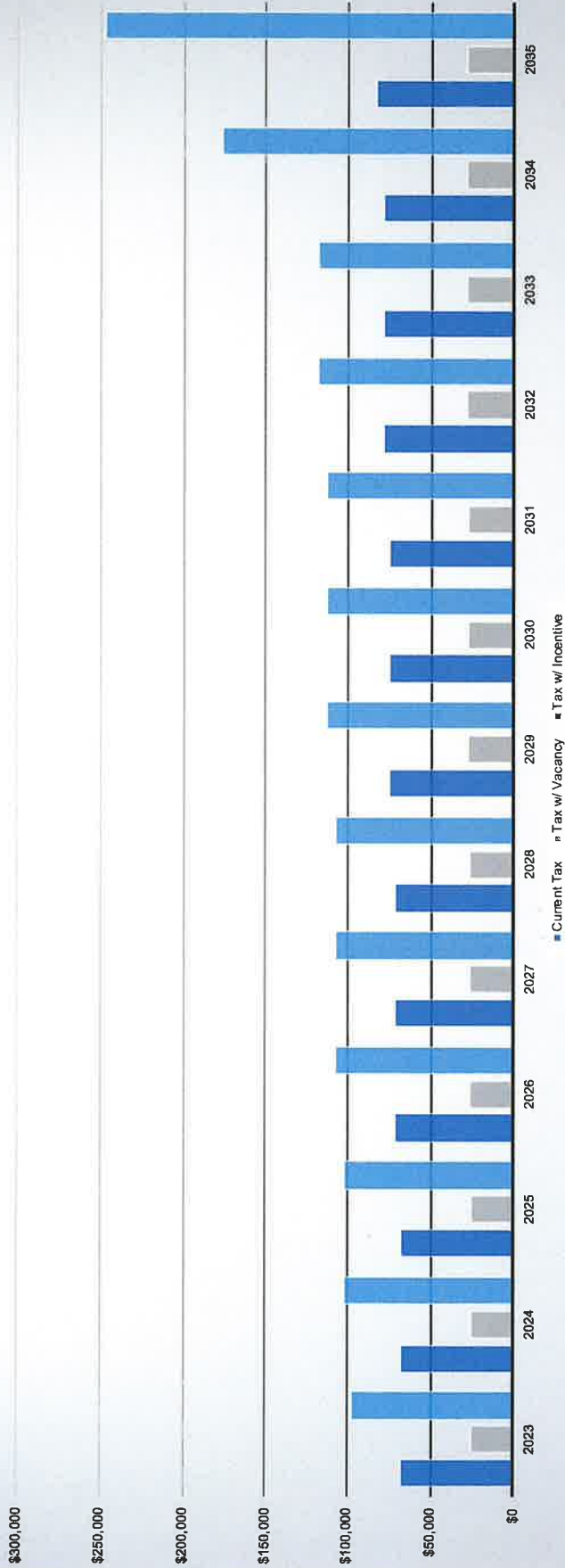
"Exhibit H"

Address: 136 S 8th Avenue, Maywood, IL 60153 Tax Rate: 18.826% PIN: 15-11-145-048-0000 Eq. Factor: 3.0027										
Tax Year	UNDEVELOPED					DEVELOPED Without Incentive		DEVELOPED With Incentive		
	Based on Current Assessment and/or if Vacant @ 8,550 Sq. Ft					Estimated Market Value (Based on Construction Budget Cost) @ 16,000 Sq.Ft.	Estimated Assessed Value @ 25%	Estimated Tax	Estimated Assessed Value @ 10%	Estimated Tax
	Current Assessed Value per Assessor	Current Market Value @ 25%	Current Tax With Full Occupancy	Estimated Tax With Full Vacancy						
2023	\$120,000	\$480,000	\$67,835	\$25,530						
2024	\$120,000	\$480,000	\$67,835	\$25,530	\$1,800,000	\$450,000	\$254,380	\$180,000	\$101,752	
2025	\$120,000	\$480,000	\$67,835	\$25,530	\$1,800,000	\$450,000	\$254,380	\$180,000	\$101,752	
2026	\$126,000	\$504,000	\$71,226	\$26,209	\$1,890,000	\$472,500	\$267,099	\$189,000	\$106,839	
2027	\$126,000	\$504,000	\$71,226	\$26,209	\$1,890,000	\$472,500	\$267,099	\$189,000	\$106,839	
2028	\$126,000	\$504,000	\$71,226	\$26,209	\$1,890,000	\$472,500	\$267,099	\$189,000	\$106,839	
2029	\$132,300	\$529,200	\$74,788	\$26,921	\$1,984,500	\$496,125	\$280,454	\$198,450	\$112,181	
2030	\$132,300	\$529,200	\$74,788	\$26,921	\$1,984,500	\$496,125	\$280,454	\$198,450	\$112,181	
2031	\$132,300	\$529,200	\$74,788	\$26,921	\$1,984,500	\$496,125	\$280,454	\$198,450	\$112,181	
2032	\$138,915	\$555,660	\$78,527	\$27,669	\$2,083,725	\$520,931	\$294,476	\$208,373	\$117,791	
2033	\$138,915	\$555,660	\$78,527	\$27,669	\$2,083,725	\$520,931	\$294,476	\$208,373	\$117,791	
2034	\$138,915	\$555,660	\$78,527	\$27,669	\$2,083,725	\$520,931	\$294,476	\$208,373	\$117,791	
2035	\$145,861	\$583,443	\$82,453	\$28,454	\$2,187,911	\$546,978	\$309,200	\$437,582	\$247,360	
TOTAL:			\$891,746	\$321,909			\$3,344,046		\$1,520,194	

Notes:
 - For every three years, a 5% increase in Market Value is estimated based on inflation.
 - Construction Cost Estimated at \$1,800,000 for 16,000 Sq. Ft.
 - Level of Assessment with Incentive in 2034 @ 15%
 - Level of Assessment with Incentive in 2035 @ 20%

"Exhibit H"

Tax Revenue Comparison



12 Year Tax Collection Estimate

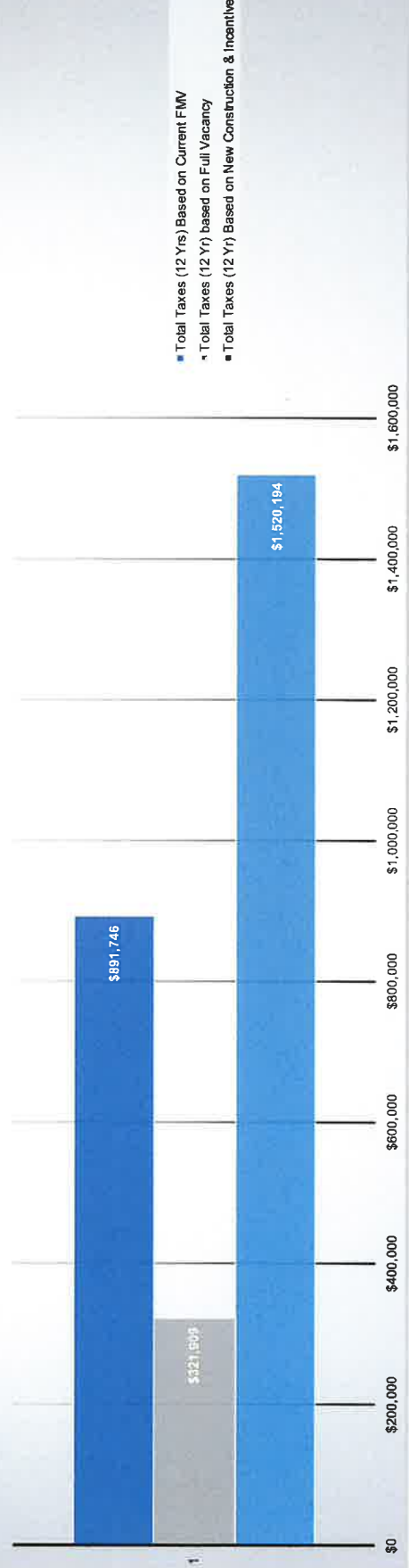


EXHIBIT "3"

**ACKNOWLEDGMENT BY APPLICANT FOR
COOK COUNTY CLASS 6b 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 6b Property Tax Rate Incentive Designation for the real estate commonly known as 136 South 8th Avenue, Maywood, Illinois (PIN: 15-11-145-048-0000) and legally described in Exhibit "1" attached to the Resolution, including each of the Conditions set forth in Section 3 of the above Resolution.

AVW EQUIPMENT CO., INC.

By: _____

Name: _____

Its: _____

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 and foregoing 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 6b PROPERTY TAX RATE INCENTIVE DESIGNATION
FOR THE REAL PROPERTY COMMONLY KNOWN AS 136 SOUTH 8TH AVENUE,
MAYWOOD, ILLINOIS AND IDENTIFIED AS PROPERTY INDEX NUMBER: 15-11-145-048-0000
(A.V.W. EQUIPMENT CO., 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 10th day of October, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of October, 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 10th day of October, 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: October 4, 2023
RE: Intergovernmental Agreement for Multi-Jurisdictional Drug, Gang and West Suburban Special Response Team

Per the request of Acting Village Manager Jim Kruschke and Acting Police Chief Theodore Yancy, I have enclosed the following documents for consideration, discussion and action at the October 10, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT CONCERNING THE SHARING OF POLICE SERVICES, PERSONNEL, EQUIPMENT AND RESOURCES THROUGH A MULTI-JURISDICTIONAL DRUG, GANG AND WEST SUBURBAN SPECIAL RESPONSE TEAM, with the signed Agreement attached as Exhibit "1"

The Police Chiefs of the Village of Maywood, the Village of Bellwood, the Village of Broadview, the Village of Stone Park, the Village of Northlake and the Village of Melrose Park desire to form a Multi-Jurisdictional Drug, Gang and West Suburban Special Response Team (the "West Suburban Special Response Team") to identify and address persistent problems related to gangs and drugs within their jurisdictional boundaries. The Police Chiefs intend that the West Suburban Special Response Team will allow their respective Police Departments to associate, cooperate, and share certain police services, equipment, information and resources in order to cooperatively and aggressively enforce all available laws against the illegal activities of gangs and drug dealers and/or users within their jurisdictional boundaries in order to preserve and protect the health, safety, and welfare of the residents, the property owners and the business owners of these communities and the public. Personnel from other government agencies, such as the Cook County Sheriff's Department and the United States Marshals, may from time to time participate in the efforts and actions of the West Suburban Special Response Team.

If you have any questions, please advise.

Mike

Enclosures

- cc. Tori-Love Garron, Village Clerk (w/ encls.)
- Jim Kruschke, Acting Village Manager (w/ encls.)
- Layna Satchell, Finance Director (w/ encls.)
- Elijah Willis, Police Chief (w/ encls.)
- Theodore Yancy, Acting Police Chief (w/ encls.)
- James Ellexson, HR Director (w/ encls.)
- Michael A. Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2023- _____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT CONCERNING
THE SHARING OF POLICE SERVICES, PERSONNEL, EQUIPMENT AND RESOURCES
THROUGH A MULTI-JURISDICTIONAL DRUG, GANG AND WEST SUBURBAN SPECIAL RESPONSE TEAM**

WHEREAS, Article VII (Local Government), Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, the Police Chiefs of the Village of Maywood, the Village of Bellwood, the Village of Broadview, the Village of Stone Park, the Village of Northlake and the Village of Melrose Park desire to form a Multi-Jurisdictional Drug, Gang and West Suburban Special Response Team (the "West Suburban Special Response Team") to identify and address persistent problems related to gangs and drugs within their jurisdictional boundaries. The Police Chiefs intend that the West Suburban Special Response Team will allow their respective Police Departments to associate, cooperate, and share certain police services, equipment, information and resources in order to cooperatively and aggressively enforce all available laws against the illegal activities of gangs and drug dealers and/or users within their jurisdictional boundaries in order to preserve and protect the health, safety, and welfare of the residents, the property owners and the business owners of these communities and the public. Personnel from other government agencies, such as the Cook County Sheriff's Department and the United States Marshals, may from time to time participate in the efforts and actions of the West Suburban Special Response Team; and

WHEREAS, the West Suburban Special Response Team will be governed by an intergovernmental agreement that will be approved by each of the participating municipalities and other law enforcement agencies. A copy of the agreement entitled "AN INTERGOVERNMENTAL AGREEMENT CONCERNING THE SHARING OF POLICE SERVICES, PERSONNEL, EQUIPMENT AND RESOURCES THROUGH A MULTI-JURISDICTIONAL DRUG, GANG AND WEST SUBURBAN SPECIAL RESPONSE TEAM" ("Agreement") is attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, pursuant to their home rule powers and contracting authority as provided by the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), 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/), the President and Board of Trustees of the Village of Maywood have the statutory authority to approve and enter into the Agreement and have determined that entering into the Agreement is in the best interests of the health, safety and welfare of the Village of Maywood 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, PURSUANT TO ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTION 6 OF THE ILLINOIS CONSTITUTION OF 1970, AS FOLLOWS:

SECTION 1: Incorporation. The foregoing recitals are incorporated by reference into Section 1 of this Resolution as material terms of the 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 the Agreement. 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 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 Agreement.

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village approve the expenditure of the Village General Corporate Funds and other lawful public funds necessary to fulfill the Village’s obligations under the Agreement.

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 Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the 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 10th day of October, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 10th day of October, 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 "1"

**AN INTERGOVERNMENTAL AGREEMENT CONCERNING
THE SHARING OF POLICE SERVICES, PERSONNEL, EQUIPMENT AND RESOURCES
THROUGH A MULTI-JURISDICTIONAL
DRUG, GANG AND WEST SUBURBAN SPECIAL RESPONSE TEAM**

(attached)

AN INTERGOVERNMENTAL AGREEMENT CONCERNING THE SHARING OF POLICE SERVICES, PERSONNEL, EQUIPMENT AND RESOURCES THROUGH A MULTI-JURISDICTIONAL DRUG, GANG AND WEST SUBURBAN SPECIAL RESPONSE TEAM

THIS AGREEMENT is entered into thi19th day of September 2023, by and between the VILLAGE OF BELLWOOD, an Illinois municipal corporation (hereinafter referred to as "BELLWOOD"), the VILLAGE OF BROADVIEW, an Illinois municipal corporation (hereinafter referred to as "BROADVIEW"), the VILLAGE OF STONE PARK, an Illinois municipal corporation (hereinafter referred to as "STONE PARK"), the VILLAGE OF NORTHLAKE, an Illinois municipal corporation (hereinafter referred to as "NORTHLAKE"), and the VILLAGE OF MAYWOOD, an Illinois municipal corporation (hereinafter referred to as MAYWOOD) and the VILLAGE OF MELROSE PARK, an Illinois municipal corporation (hereinafter referred to as Melrose Park "(collectively "THE PARTIES" or individually as the "PARTY").

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, the PARTIES each individually operate a police department that employs law enforcement who use law enforcement vehicles, computers, equipment, and other resources; and

WHEREAS, the PARTIES desire to form a Multi-Jurisdictional Drug and Gang Task Force (the "Task Force") to identify and address persistent problems related to gangs and drugs within their jurisdictional boundaries. The PARTIES recognize personnel from other government agencies, such the Cook County Sheriff's Department and the United States Marshals. may from time to time participate in the efforts and actions of the Task Force. Any other government agencies, such as the Cook County Sheriff's Department and United States Marshals, that participate from time to time in the law enforcement activities undertaken by the Task Force will sign an Addendum to this Agreement that commits the agency to comply with the terms of this Agreement; and

WHEREAS, the respective corporate authorities of the PARTIES recognize that in certain situations, it is desirable and necessary, as part of such Task Force, to associate, cooperate, and share certain police services, equipment, information and resources in order to cooperatively and aggressively enforce all available laws against the illegal activities of gangs and drug dealers and/or users within the jurisdictional boundaries of the PARTIES in order to preserve the health, safety, and welfare of the residents, the property owners and the business owners of these communities and the public; and

WHEREAS, the respective corporate authorities of the PARTIES, after due consideration have determined that entering into this Agreement is in the best interests of the health, safety, and welfare of their respective residents, property owners, business owners and the public.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises herein contained, the sufficiency of which is acknowledged to be adequate, the PARTIES agree as follows:

Section 1: Purpose. The PARTIES agree to participate in the Task Force, which has the primary purpose of sharing personnel, equipment, information and resources of the PARTIES in an effort to target problem areas and locations within each municipal jurisdiction, to focus and direct police patrols to enforce a zero tolerance for all gang and drug-related activities and violations, and to consider and promote the enactment of additional ordinances and laws, such as gang and drug loitering ordinances, and then enforce such ordinances and laws in order to aggressively combat gangs and drug dealers and the societal ills they cause within the jurisdictions of the PARTIES.

Section 2: Strategic Planning. Each Police Chief, or designee, shall be responsible for identifying target areas within his or her community that are of concern to the police department and community in terms of gang or drug activity. This information shall be shared with each of the PARTIES and shall be updated on an "as needed" basis. The Police Chiefs, or designees, shall meet from time to time to discuss overall strategic plans and to develop and approve specific action plans to address or resolve drug and gang problems within the identified target areas. Meeting minutes shall be prepared for each meeting and distributed to each Police Chief or designee within five days of the meeting. The lead agency who will oversee and direct the personnel involved in a specific action plan to address or resolve drug and gang problems within a certain identified target area(s) shall be determined and agreed to by the PARTIES and set forth in a written memo. A copy of the memo shall be delivered to each Police Chief, or designee, of the PARTIES who are participating in the specific action plan. The meetings of the Police Chiefs, or designees, are not subject to the notice and agenda requirements of the current Open Meetings Act but all minutes and memos are public records subject to disclosure under the Freedom of Information Act, unless an exemption prevents the disclosure. Depending on the content of the minutes, counsel for any PARTY should review Section 7 of FOIA (5 ILCS 140fi) to determine if any set of minutes can be withheld from disclosure. A consistent position on disclosure should be taken by all the PARTIES when responding to a FOIA request.

Section 3: Request for Assistance. A Police Chief, or designee, may request specific assistance from one or more of the other PARTIES in accordance with the purposes of this Agreement. Upon receiving a specific request for assistance from a Police Chief or designee (hereinafter, "the Requesting Department"), the Department(s) to whom the request is made (hereinafter, "the Responding Department(s)") may, subject to the approval of its Police Chief, provide assistance in the form of law enforcement, vehicles, equipment, computer or other technical information and other resources (hereinafter "Police Services") to the Requesting Department. Such a request may be made either orally or in writing and can be transmitted via any communicative means available, including but not limited to telephone, radio, facsimile or e-mail. The Police Chief, or designee, of each Responding Department shall take the following action upon receiving a request for assistance:

1. Confirm what Police Services have been requested by the Requesting Department
2. Determine if the requested Police Services can be committed in response to the request from the Requesting Department.
3. Summon the necessary, requested, or available Police Services to the extent possible, to the location(s) requested by the Requesting Department at the date and time requested.
4. Notify the Requesting Department as promptly as possible, if any or all the requested Police Services cannot be provided.

Section 4: Limitation in Provision of Police Services. Notwithstanding anything herein stated to the contrary, none of the PARTIES shall be required to provide Police Services under this Agreement when the Police Chief, or designee, determines that it is unable to provide Police Services based upon the current law enforcement needs and demands within its own jurisdiction. Nothing herein shall be construed as a guarantee to provide Police Services in the event of a request by any of the PARTIES.

Section 5: Chain of Command. All law enforcement officers and police department personnel involved in a specific action plan shall follow the chain of command of the lead agency or Requesting Department and its Police Chief or designee, except as provided below in this paragraph. Although law enforcement officers and police department personnel shall assist and take direction from the Police Chief or designee, of the lead agency or Requesting Department, the law enforcement officers and police department personnel of each Village shall always remain under the command of their Village's Police Chief, even when acting outside the corporate limits of their Village pursuant to this Agreement. Law enforcement officers and police department personnel providing Police Services or dispatched to aid the Requesting Village pursuant to this Agreement shall remain employees of the Responding Village. The Responding Village providing Police Services shall always have the right to withdraw all Police Services, or any portion thereof, upon the order of its respective Police Chief, or designee provided, however, that the Police Chief of the Responding Village shall notify the Requesting Village's Police Chief of the withdrawal of such Police Services and the extent of such withdrawal as promptly as possible. No law enforcement officers, police department personnel, vehicles, or equipment shall be specifically designated for use by any other Department except as requested and approved under a specific action plan.

Section 6: Enforcement of Laws. Law enforcement officers provided under this Agreement to supply Police Services are specifically authorized to enforce all applicable State laws and local laws, ordinances, rules, and regulations. Law enforcement officers providing Police Services under this Agreement shall be conservators of the peace within the corporate limits of the other PARTIES, and shall have the power to make arrests on view of the offense, or upon warrants, for violation of any State laws or any of the laws, rules, regulations, or ordinances of the other, or for any breach of the peace, in the same manner as within their own Village as organized and existing under the general laws of the State of Illinois.

Section 7: Equipment and Expenses. Equipment, resources, and vehicles provided to the Requesting Village pursuant to this Agreement shall remain the property of the Responding Village. The Responding Village providing equipment, personnel, resources and/or services shall have the right to withdraw said equipment, personnel, resources and/or services in accordance with Section 5 above. The Police Services provided pursuant to this Agreement shall be at no charge to the Requesting Village; however, any expenses or funds recoverable from third parties shall be equitably distributed, based upon pro rata shares of personnel, resources, services, and equipment provided, between the PARTIES. Nothing herein shall operate to bar any Village from seeking any recovery of funds from any State or federal agency.

Section 8: Assumption of Risk and Waiver of Claims. Subject to the provisions set forth in this Agreement each PARTY agrees to assume the risk of and responsibility for any and all claims actions and causes of actions of any type, judgments and liability, including, but not limited to any claims for damages or losses of any kind, and attorney's fees and cost awards, directed or brought against it by third parties (non-PARTIES) arising from or relating to any matter covered by this Agreement, including but not limited to the performance of or any act of omission relative to the Police Services provided hereunder.

Each PARTY agrees to waive and releases all claims, actions and causes of actions of any kind, all liabilities, obligations, damages, judgments and expenses, including, but not limited to any claims, actions and causes of actions for accidents, injuries to or death of persons, or loss of or damage to property of any kind, punitive damages, actions for state or federal civil and constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statutes), insurance deductibles and attorneys' fees and litigation expenses, that could be brought against any one or more of the PARTIES arising from or relating to any matter covered by this Agreement, including but not limited to any act or omission relative to the performance of Police Services.

Section 9: Indemnification and Hold Harmless Provision. Each PARTY agrees to protect, indemnify, save and hold forever harmless the other PARTIES and/or their officers, appointed and elected officials, President/Mayor, Trustees/Council Members/Commissioners, employees and agents from and against an claims; actions and causes of actions of any-kind, an liabilities, obligations, damages, judgments and expenses, including, but not limited to any claims, actions and causes of actions for accidents, injuries to or death of persons, or loss of or damage to property of any kind, actions for state or federal civil and/or constitutional infringement of lights (specifically including violations of the Federal Civil Rights Statutes)l insurance deductibles and attorneys' fees and litigation expenses, that may directly or indirectly arise from or relate to any matter covered by this Agreement, including but not limited to any act or omission relative to the performance of Police Services, that the PARTIES and/or their officers, appointed and elected officials, President/Mayor, Trustees/Council Members/Commissioners, employees and agents may incur, suffer or sustain, or become obligated for as a result of any act or omission by any PARTY acting pursuant to this Agreement but only to the extent that insurance (or self-insurance plan) coverage for acts or omissions of its police personnel are exhausted or otherwise unavailable and in no case with respect to punitive damages or damages awarded because of willful and wanton misconduct.

Section 10: Insurance. The PARTIES shall maintain the following minimum levels of insurance coverage during the term of this Agreement:

General Comprehensive Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, death and property damage. The general aggregate shall be twice the required occurrence limit. Minimum general aggregate shall be no less than \$4,000,000.

Public Liability: \$1,000,000 combined single limit per occurrence. The minimum general aggregate shall be no less than \$1,000,000.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Workers' Compensation: Workers' Compensation limits as required by State statute. Employer's Liability: \$500,000 per incident.

Excess Liability: \$5,000,000 per occurrence and in the aggregate.

The insurance coverage for each individual PARTY relative to the claims, actions and causes of action brought against that individual PARTY (and/or its officers, appointed and elected officials, President/Mayor, Trustees/Council Members/Commissioners, employees and agents) shall be primary to the coverage of the other PARTIES' coverage, and the insurance coverage of each respective PARTY shall contribute to the settlement of claims, actions and causes of action or the payment of judgments directed at any of the PARTIES only after the complete exhaustion of the primary coverage limits of the individual PARTY.

Section 11: Cooperation -The Parties agree to work in good faith to mutually resolve any problems occurring or arising out of the performance of this Agreement. The PARTIES agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the enforcement of laws and ordinances, the preparation and execution of such incident reports (accident reports, arrest reports, etc.) and other related documents as well as the attendance at court or administrative hearings to testify relative to such reports, and the taking of such other actions as may be necessary, to ensure compliance and fulfillment with the terms and provisions of this Agreement.

Section 12: Adding or Removing Law Enforcement Agencies and Termination. A new law enforcement agency or police department may be added to this Agreement as a participating PARTY and included under the term "PARTIES" for all purposes hereunder by executing an Addendum to the Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof. The approval of any Addendum to Add a New PARTY requires the approval of the new agency and the confirmation of a simple majority vote of the Police Chiefs, or designees, of the other PARTIES.

Any PARTY may withdraw from this Agreement for any reason at any time, provided the withdrawing PARTY supplies written notice to the other PARTIES. This Agreement may be terminated at any time and for any reason if all the PARTIES agree to such termination. The assumption of risk, waiver of claims and indemnification obligations set forth in Sections 8 and 9 above shall survive the termination of this Agreement for any causes of action or claims arising out of or relating to acts or omissions of any PARTY performing under this Agreement while it is in full force and effect.

Section 13: Term. The term of this Agreement shall be for one (1) calendar year, to commence on the Effective Date of the Agreement. The Agreement shall renew automatically, on the anniversary of the effective date, without any further action by any PARTY, for successive one (1) year-terms, unless terminated. The Effective Date shall be the date the last signatory of the initial group of PARTIES listed in the first paragraph of page one signs the Agreement.

Section 14: Notice. Notice or other writings which any PARTY is required to or may wish to serve upon any other PARTY in connection with this Agreement shall be in writing or electronically via email and shall be delivered personally or sent by (1) email, (2) messenger delivery, (3) express mail delivered by a courier or (4) registered or certified mail, return receipt requested, postage prepaid. The addresses and contact information for each PARTY is listed on attached Exhibit "B".

Section 15: Entire Agreement. This Agreement constitutes the entire understanding between the PARTIES with respect to the subject matter contained herein and supersedes all prior understandings and/or agreements between the PARTIES, whether written, oral, or otherwise. All representations, agreements, promises and/or understandings not expressly set forth herein are hereby null, void, and of no legal effect. Any amendment to the terms of this Agreement must be in writing and approved by the PARTIES. This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original.

Section 16: Severability. The terms, conditions, and provisions of this Agreement shall be severable, and if any term, condition, or provision is found to be unenforceable for any reason whatsoever, the remaining terms, conditions, and provisions shall remain in full force and effect, unless the Agreement can no longer be performed by the PARTIES.

Section 17: Venue and Applicable Law. All questions of interpretation, construction, enforcement, and all controversies with respect to the Agreement shall be governed by the applicable constitutional, statutory, and common law of the State of Illinois. The PARTIES agree that for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the PARTIES consent to the in personal jurisdiction of said Court for any such action or proceeding.

Section 18: Compliance with Laws. In the performance of their obligations pursuant to this Agreement, each PARTY shall comply with all applicable provisions of federal, state, county and local law, rules and regulations. The PARTIES agree that the most current enactments of such federal, state, county and local requirements will govern the administration of this Agreement at any time. Likewise, new federal, state, county, or local laws, rules, regulations, policies, and administrative practices may be established after the effective date of this Agreement and may apply to this Agreement. Each PARTY shall immediately notify the other of any change in conditions or change in federal, state, county, or local law, or of any other event, which may significantly affect its ability to perform or prevent it from performing in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the respective Corporate Authorities of the below-listed municipalities, pursuant to authority granted by the adoption of Resolutions have caused this Agreement to be executed by their respective President/Mayor and attested by their respective Clerk on the day and year first above written.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

Exhibit "A"

**Addendum to Add a New PARTY to An Intergovernmental Agreement
Concerning the Sharing of Police Services, Personnel, Equipment and Resources
Through A Multi-Jurisdictional Drug and Gang Task Force**

The following law enforcement agency or police department agrees to comply with and follow each of the terms, conditions and provisions set forth in a document entitled "An Intergovernmental Agreement Concerning the Sharing of Police Services, Personnel, Equipment and Resources Through A Multi-jurisdictional Drug and Gang Task Force" and its authorized officer or agent has signed this Addendum below confirming the law enforcement agency's or police department's commitment to participate in, comply with and fulfill its respective obligations under the Intergovernmental Agreement:

Signed by: _____
Title

Dated: _____, 20__.

Approved by the Current Members of the Intergovernmental Agreement on _____, 20__.

Signed by: _____
Title

Dated: _____, 20__.



WEST SUBURBAN SPECIAL RESPONSE TEAM

Standard Operating Guidelines

Mission Statement

Recognizing that the presence of a highly trained, highly skilled police special response team has been shown to substantially reduce the risk of injury or loss of life to citizens, police officers and suspects; and recognizing that a well-managed *team* response to critical incidents usually results in successful missions, It is the intent of the West Suburban Special Response Team to provide a highly trained and skilled team as a resource for member agencies.

The purpose of this *Standard Operating Guidelines* is to establish the governing regulations in the selection, training, equipping, and the use of the West Suburban Special Response Team (West Suburban SRT).

NOTE: SECTIONS OF THIS GUIDELINE THAT DO NOT APPLY AT THIS TIME HAVE BEEN ADDED SO AS THE TEAM GROWS AND EQUIPMENT IS ACQUIRED, GUIDELINES WILL ALREADY BE IN PLACE.

Mission

The mission of the West Suburban SRT is to support member agencies with a tactical response to critical incidents.

Critical incidents are defined as, but not limited to:

- High-Risk Apprehension
- High-Risk Warrant Service
- Armed Barricaded Subjects
- Hostage Rescue
- Dignitary Protection
- Special Assignments

Member agencies will be provided with the West Suburban SRT "Critical Incident Plan."

The Critical Incident Plan:

- Outlines the above situations
- Explains the role of patrol units
- Describes how to activate West Suburban SRT

Team Philosophy

The dynamics of a critical incident, which involve suspect(s), relinquishes control of the incident to the suspect(s). The suspect(s) usually knows what action he is going to take and when he is going to take them. We are not in control of the suspect's actions. The West Suburban SRT will attempt to use tactics and contingency planning to have options in place to achieve a successful resolution.

Recognizing that, by their nature, tactical operations are hazardous situations, the successful management and resolution of an incident often involves the need for decisions that may affect the safety of persons involved. Due to this, all tactical decisions will be made based upon the West Suburban SRT's established Safety Priorities.

Safety Priorities

- Hostages, Innocent Persons/Citizens
- Police Officers
- Suspect

Whenever feasible, the safety of the suspect will be a consideration. However, the life of a suspect will not take precedence over the life of hostages, innocent persons/citizens or police officers, regardless of the state of negotiations or any other activity designed to take the suspect into custody.

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 Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2023_____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT CONCERNING
THE SHARING OF POLICE SERVICES, PERSONNEL, EQUIPMENT AND RESOURCES
THROUGH A MULTI-JURISDICTIONAL DRUG, GANG AND WEST SUBURBAN SPECIAL RESPONSE TEAM**

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 10th day of October, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of October, 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 October, 2023.

Tori-Love Garron, Village Clerk

[SEAL]



Village of
MAYWOOD

POLICE DEPARTMENT



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

28 September 2023

Jim Krischke
Maywood Village Manager
40 Madison Street
Maywood, Illinois 60153

Re: Intergovernmental Agreement

The Maywood Police Department is requesting the Village Board to approve the Intergovernmental Agreement to continue the Multi-Jurisdictional Drug, Gang and Suburban Special Response Team. This update to the current Intergovernmental Agreement is due to additional municipalities joining this agreement which will enhance our ability to share information and resources. The Intergovernmental Agreement is designed in the spirit of cooperation in an effort to deter and prevent specific criminal activity by allowing Law Enforcement Officers from multiple municipalities to work collectively across jurisdictional boundaries.

Attachments:

Intergovernmental Agreement

Respectfully,

Theodore Yancy
Acting Chief of Police
Maywood Police Department



MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: October 4, 2023
RE: Brycer / The Compliance Engine Program Letter Agreement for Tracking of Fire Inspections, Testing and Maintenance of Fire Detection and Suppression Systems

Per the request of Acting Village Manager Jim Krischke and Fire Chief Criag Bronaugh, I have enclosed the following documents for consideration, discussion and action at the October 10, 2023 Combined Committee of the Whole Meeting / Special Village Board Meeting:

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LETTER AGREEMENT AND ITS TERMS AND CONDITIONS EXHIBIT FOR VILLAGE IMPLEMENTATION OF THE BRYCER / THE COMPLIANCE ENGINE PROGRAM FOR TRACKING OF FIRE INSPECTIONS, TESTING AND MAINTENANCE OF FIRE DETECTION AND SUPPRESSION SYSTEMS, with the Letter Agreement attached as Exhibit "1"

The enclosed Letter Agreement dated September 15, 2023 with a Terms and Conditions Exhibit issued by Brycer, LLC of Warrenville, Illinois ("Brycer") (the "Letter Agreement") relates to the Village's implementation of the Brycer / The Compliance Engine Program for tracking of fire inspections, testing and maintenance of fire detection and suppression systems that are located in buildings within the Village's jurisdiction. For additional details, please refer to the Village Staff Memorandum dated September 29, 2023 and prepared by Fire Chief Craig Bronaugh that is part of the Village Board Agenda packet. Per our legal review of the Letter Agreement and its Terms and Conditions Exhibit, we do not have any recommended amendments, as both documents contain reasonable provisions, such as:

- Section 1: 3 year term with a 3 year extended term, but the Village can terminate the Letter Agreement upon delivery of a 90 day termination notice.
- Section 2: No fees charged to the Village for this Program. Note: Brycer does not disclose to the Village the fee it charges its customers – the Village may want to require that disclosure. The Village is required to comply with the IT requirements of the implementation of the Program.
- Section 17: Illinois law applies to the enforcement of the Letter Agreement and the venue for litigating any disputes will be the Illinois federal court system or the Illinois court system.

If you have any questions, please advise.

Mike

Enclosures

cc. Tori-Love Garron, Village Clerk (w/ encls.)
Jim Krischke, Acting Village Manager (w/ encls.)
Layna Satchell, Finance Director (w/ encls.)
Craig Bronaugh, Fire Chief (w/ encls.)
Michael A. Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2023-_____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A LETTER AGREEMENT AND ITS TERMS AND CONDITIONS EXHIBIT
FOR VILLAGE IMPLEMENTATION OF THE BRYCER / THE COMPLIANCE ENGINE PROGRAM
FOR TRACKING OF FIRE INSPECTIONS, TESTING AND MAINTENANCE
OF FIRE DETECTION AND SUPPRESSION SYSTEMS**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board" or the "Village"), a home rule municipality, desire to approve and enter into a Letter Agreement dated September 15, 2023 with a Terms and Conditions Exhibit issued by Brycer, LLC of Warrenville, Illinois ("Brycer") (the "Letter Agreement") for the Village's implementation of the Brycer / The Compliance Engine Program for tracking of fire inspections, testing and maintenance of fire detection and suppression systems that are located in buildings within the Village's jurisdiction. A copy of the Letter Agreement is attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, Brycer desires to enter into the attached Letter Agreement with the Village. Brycer agrees to charge the Village no fees for the implementation and operation of the Brycer / The Compliance Engine Program, subject to the Village complying with the IT requirements of the implementation of the Program; and

WHEREAS, pursuant to their home rule powers and contracting authority as provided by the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), 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/), the President and Board of Trustees of the Village of Maywood have the statutory authority to approve and enter into the Letter Agreement and have determined that entering into the Letter Agreement is in the best interests of the health, safety and welfare of the Village 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, PURSUANT TO ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTION 6 OF THE ILLINOIS CONSTITUTION OF 1970, AS FOLLOWS:

SECTION 1: Incorporation. The foregoing recitals are incorporated by reference into Section 1 of this Resolution as material terms of the Resolution.

SECTION 2: Approval and Execution of Letter Agreement and Other Related Documents. The President and Board of Trustees of the Village of Maywood authorize the approval and execution of the Letter Agreement. 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 Letter 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 Letter Agreement.

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village approve the expenditure of the Village General Corporate Funds and other lawful public funds necessary to fulfill the Village’s obligations under the Letter Agreement.

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 Letter Agreement, to Brycer in order to comply with the terms of the Letter 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 10th day of October, 2023, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED this 10th day of October, 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 "1"

**Letter Agreement and Its Terms And Conditions Exhibit dated September 15, 2023
for Village Implementation of the Brycer / The Compliance Engine Program
for Tracking of Fire Inspections, Testing and Maintenance of
Fire Detection and Suppression Systems**

(attached)

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

September 15th, 2023

Village of Maywood
40 Madison St
Maywood, IL 60153

Re: "The Compliance Engine"

Dear Village of Maywood:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, the Village of Maywood ("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing _____ (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- **Availability**. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level**. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup**. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
 - **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
 - **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
 - **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.
4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:
- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
 - **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
 - **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [CLIENT] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
 - **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
 - **Reports.** Client will require all compliant and deficient test results to be submitted.
5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
___ day of _____, 20___:

[CLIENT]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-

current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic

mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.

17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

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 Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2023 _____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A LETTER AGREEMENT AND ITS TERMS AND CONDITIONS EXHIBIT
FOR VILLAGE IMPLEMENTATION OF THE BRYCER / THE COMPLIANCE ENGINE PROGRAM
FOR TRACKING OF FIRE INSPECTIONS, TESTING AND MAINTENANCE
OF FIRE DETECTION AND SUPPRESSION SYSTEMS**

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 10th day of October, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of October, 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 October, 2023.

Tori-Love Garron, Village Clerk

[SEAL]

MEMORANDUM

DATE: September 27, 2023

To: Office of the Village Manager

From: Office of the Fire Chief



Re: Brycer / The Compliance Engine

The material attached to this Memorandum for your review involves Brycer / The Compliance Engine. This is a third party provider with a web-based objective to the Fire Prevention Bureau in driving Fire Inspections, Testing and necessary Maintenance for Maywood Village Businesses, multi-family structures and other structures that utilize Fire Detection and suppression systems. The objectives are met through data collection, tracking, categorizing organizing. The Village does not have to pay fees for the use of this service. My Office (Office of the Fire Chief) is recommending and asking for approval for the Maywood Fire Department to use Brycer / The Compliance Engine to assist the Fire Prevention Bureau in meeting the objective of Community Risk Reduction.

Thank you in advance for consideration.



BRYCER

4355 Weaver Pkwy
Suite 230
Warrenville, IL
60555

Why BRYCER (The Compliance Engine)?

We respectfully request Board Approval to utilize **BRYCER (The Compliance Engine)**, to considerably improve the **Maywood Fire Departments** ability to assist commercial properties with fire protection system compliance. This Compliance Engine solution allows for timely review/inspection of fire protection systems, assist in reducing false alarms, ensures all systems are tested per code, expedites repairs, and helps ensure the **Maywood Fire Departments** mission of saving lives and protecting property for all who live, work, visit or do business in the **Village of Maywood**.

Abstract:

The **Maywood Fire Department** researched how we can better track and ensure the safety of our community through updated and timely information regarding maintenance and installation of fire and life safety systems. Other agencies in the area such as **Broadview, River Forest, Franklin Park, Oak Park, Elmhurst, Brookfield, and 100+ other Illinois Fire Departments** are currently utilizing **BRYCER (The Compliance Engine)**.

Background:

Commercial premises are required to maintain fire alarms, fire sprinkler systems, fire pumps, commercial kitchen hood suppression systems, and multiple other fire protection systems under the **IFC Adopted Code** and in accordance with the **International Fire Code**. Unfortunately, some facilities do not comply with **FPS** inspections or repairs due to several factors such as no knowing requirements, or the property is vacant without tenant.

Within the adopted **2018 International Fire Code, section 108.3 Recordkeeping**, allows the Authority Having Jurisdiction **"to prescribe the form and format of such recordkeeping on inspection, testing and maintenance of fire protection systems"**.

Maywood Fire Department has selected a private company, **BRYCER**, to significantly improve **Maywood Fire Department's** ability to track and drive code compliance through **BRYCER's online tool, The Compliance Engine**. Accurate and timely inspection reporting, combined with this new tracking capacity, will reduce false alarms, ensure all systems are tested and expedite the repairs of fire protection systems, helping ensure **Maywood Fire Department's** mission of saving lives and protecting property for all who live, work, visit or do business in the **Village of Maywood**.

How it works:

- Contractors pay a minimal fee to **BRYCER** for each system that they maintain annually or semi-annually.
 - This fee allows for reporting throughout the year for testing, maintenance, and repairs for fire protection systems.
 - This fee pays for **BRYCER's** services so that they can monitor compliance with all the systems and
 - Send out reminder & overdue notifications for needed testing and maintenance.
 - Send out repair requirement notifications for systems in fault or impaired.
 - Make follow up phone calls on overdue/deficient systems.
 - Provide data build and recordkeeping services.
 - Provide 24/7/365 Customer Service.
- No cost to the **Village of Maywood** . All fees are paid by the Fire Protection Contractor

Duty. Honor. Community.



THE COMPLIANCE ENGINE

The Compliance Engine is a simple, internet-based tool for code officials to track and drive code compliance, reduce false alarm activity and provide a safer community. It offers a secure cloud environment in which third party service providers who inspect, test and maintain fire protections systems, submit their reports via BRYCER's web portal directly to the AHJ. This facilitates a more efficient review, tracking and follow-up process with occupants to correct deficiencies and maintain systems. In addition to the web-based technology, our services include a team to administer hard and soft copy notifications, build your database and perform follow up calls to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, AHJs are better equipped to do more with less in their mission to drive 100% code compliance with fire and life safety laws.

CURRENT LANDSCAPE

- 40% of life safety systems go uninspected or unmaintained every year.
- 32.5% of false alarms are due to lack of maintenance and testing.
- 29% of fire code official's time is spent administering 3rd Party ITM reports.
- 95% of AHJs do not have the resources to enforce their adopted fire code.
- Current process is manual, paper based, reactionary, inefficient and expensive.

THE COMPLIANCE ENGINE BENEFITS

- Drives 100% compliance with fire & life safety code.
- Electronically collects, organizes and tracks fire and life safety test results.
- Offers API Services with RMS and software inspection companies.
- Maximizes limited resources, saves time and streamlines communication.
- Built to ensure a safer environment for firefighters, citizens and guests.
- Saves AHJs money while strengthening life safety and offers cost recovery.

REVENUE MODEL

- Free for AHJs.
- No charge to the building owners.
- Fee paid by 3rd party contractors on per system, per premises basis.
- Delivers compliance resulting in new business and maintenance revenue for 3rd party contractors.
- Endorsed by IKECA and Western Fire Chiefs Association

NOTABLE NATIONAL PARTNERS

Los Angeles, CA
Chicago, IL
Phoenix, AZ
San Diego, CA
San Jose, CA
Austin, TX
Seattle, WA
Albuquerque, NM
Kansas City, MO
Colorado Springs, CO
Raleigh, NC
Long Beach, CA
Wichita, KS
Corpus Christi, TX
Greensboro, NC
Laredo, TX
Boise, ID
Tacoma, WA
State of Mississippi
State of Maryland
State of Nevada
Springfield, MO
Naperville, IL
Syracuse, NY
Scottsdale, AZ
Fort Lauderdale, FL
Oklahoma City, OK